

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann, Josh Meyer and J. P. Dutton, Commissioners and Bonnie Zuzak, Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$2,051,105.40

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the following transfers within fund for the following funds:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0041-A002-H01.002 Salary Probation Officer	E-0257-A015-A15.074 Transfers Out	\$150,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S55.010 Supplies	\$1,297.92
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S59.000 Fuel/Utilities	\$5,000.00

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the following transfers between funds as follows:

A00 GENERAL FUND AND S86 NORTHERN COURT-GEN SPEC PROJECTS FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1561-S086-S06.574 Transfers In	\$50,000.00

A00 GENERAL FUND AND S87 EASTERN COURT-GEN SPEC PROJECTS FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1571-S087-S06.574 Transfers In	\$50,000.00

A00 GENERAL FUND AND S88 WESTERN COURT-GEN SPEC PROJECTS FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1551-S088-S05.574 Transfers In	\$50,000.00

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following dates:

****JANUARY 03, 2024****

N39 CAPITAL PROJECTS RESERVE FUND/AUDITOR

E-9039-N039-N06.055	Other Expenses	\$35,555.00
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****JANUARY 17, 2024****

M60 CARE & CUSTODY/JUVENILE COURT

E-0400-M060-M24.000	Other Expenses	\$14,500.00
E-0400-M060-M25.002	Salaries C-CAP	\$8,630.92

S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$3,282.13
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S80 CLERK OF COURTS-COMPUTER FUND

E-1580-S080-S08.000	Computer Expenses	\$1,650.50
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S87 EASTERN COURT-GEN SPEC PROJECTS FUND

E-1571-S087-S01.002	Special Projects-Salaries	\$50,000.00
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S88 WESTERN COURT-GEN SPEC PROJECTS FUND

E-1511-S088-S01.002	Special Projects-Salaries	\$50,000.00
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Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated January 17, 2024, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows:

DJFS-Jeff Felton to Coshocton, OH, on January 19, 2024, April 19, 2024, July 19, 2024 and October 18, 2024 to attend the PCSAO Regional meeting. Jeff Felton to Columbus, OH, on January 29, 2024, to attend the Placement Crises meeting. Jeff Felton to Lewis Center, OH, on February 29-March 1, 2024, June 20-21, 2024 and December 5-6, 2024 to attend the PCSAO Executive Membership meeting.

HR DEPARTMENT-Katie Bayness to Columbus, OH, on January 18, 2024 to attend the CLCCA Organizational meeting. A county car will be used for travel. Hannah Warrington to Columbus, OH, on January 28-30, 2024, to attend the OHPELRA Annual Training Conference. Estimated expenses: \$709.00. Katie Bayness to Columbus, OH, on January 29, 2024, to attend the OHPELRA Annual Training Conference. A county vehicle will be used for travel. Estimated expenses: \$200.00.

SSOBC-Flushing Senior Center employees to Wheeling, WV, on February 6, 2024 for a senior outing to the Centre Market. Colerain Senior Center employees to Zanesville, OH, on February 8, 2024, for a senior outing to the Muddy Misers Restaurant and surrounding area. St. Clairsville Senior Center employees to Triadelphia, WV, on February 9, 2024, for a senior outing to the Highlands. Bellaire and Centerville Senior Center employees to Cambridge and Zanesville, OH, on February 14, 2024, for a senior outing to B-Ware Sportswear and Forum Restaurant. Barnesville Senior Center employees to Cambridge, OH, on February 28, 2024, for a senior outing to Theo's Restaurant and surrounding area. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 10, 2024.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM EQUITRANS MIDSTREAM CORP-HQ/ANIMAL SHELTER

Motion made by Mr. Echemann, seconded by Mr. Meyer to acknowledge receipt of a \$5,000.00 donation from Equitrans Midstream Corporation – HQ to the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING PROPOSAL FROM KALKREUTH ROOFING AND SHEET METAL/MAINTENANCE GARAGE

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the proposal from Kalkreuth Roofing and Sheet Metal in the not to exceed amount of \$3,250.00 to furnish labor and materials to install new self-adhered granulated roofing material over the front parapet wall of the Belmont County Maintenance Garage.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ACCEPTING PROPOSAL FROM BEARCOM/SHERIFF'S DEPARTMENT

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the proposal from BEARCOM in the amount of \$61,047.96 to provide and install all necessary uplifting to three 2023 Dodge Durango Sport Utility Vehicles for the Belmont County Sheriff's Department.

Note: This will be paid for by the Belmont County Sheriff's Department.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ACCEPTING PROPOSAL FROM THE TOWER CLOCK COMPANY/COURTHOUSE

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the proposal from The Tower Clock Company, in the amount of \$800.00, for an annual preventative maintenance agreement to service the Belmont County Courthouse clock tower.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ENTERING INTO CONTRACT WITH POPA CONSULTING LLC/ENGINEER'S

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into contract with Popa Consulting LLC, in a lump sum compensation not to exceed \$37,500.00 for the 2024 full bridge inspection program for Belmont County, based upon the recommendation of Terry Lively, Belmont County Engineer.

Note: This will be paid for from the Engineer's MVGT funds.



AGREEMENT

This agreement entered at St. Clairsville, Ohio, this day of JANUARY 17, 2024, by and between the County of Belmont, acting by and through the Board of County Commissioners, hereinafter referred to as the County and Popa Consulting LLC, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Consultant with an office located at 5630 Bonnie Lou Drive, New Franklin, Ohio 44319, WITNESSETH:

That the County and the Consultant for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to provide a full bridge inspection program for Belmont County in 2024 including:

1. Physical inspection of approximately 264 structures assigned by the County Engineer. Inspections shall be performed by a professional Engineer who has completed the ODOT Comprehensive Bridge Inspector's Training Seminar.
2. Provide fracture critical inspections at arms length for 8 trusses and 2 girders on the County's inventory.
3. Enter all the inspection data into the ODOT Assetwise Management System (AWAR). No paper inspections forms will be submitted.
4. Review and revision of inventory information where required due to repairs or rehabilitation.
5. Load rating calculations to structures where the general appraisal decreases to a poor condition rating.
6. Immediate notification of the County Engineer where rapid deterioration or dangerous conditions exist so that necessary action can be taken.
7. Provide photographs for all structures for the county files.



CLAUSE II - WORK SCHEDULE

The consultant agrees to begin immediately upon authorization to proceed. The work will be completed by the end of 2024.

CLAUSE III - PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the work specified in the Agreement as follows:

Compensation based upon the work performed in accordance with the hourly rate schedule of the Popa Consulting LLC, Standard Contract, 2024, with a lump sum compensation that shall not exceed Thirty Seven Thousand Five Hundred Dollars, \$37,500.00.

Prime compensations, only as agreed and by letter authorization from the county may be added to or subtracted.

Partial payments based upon percentage of work completed, will be invoiced by the Consultant monthly.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in duplicate, as of the day and year first above written, by affixing the signature of a duly authorized officer of the consultant and the signature of the County Engineer.

Witness: [Signature]

POPA CONSULTING, LLC

By: [Signature]
Title: Principle/CEO

Witness: [Signature]

BELMONT COUNTY ENGINEER

By: [Signature]

Witness: [Signature]

BELMONT COUNTY COMMISSIONERS

By: [Signature]
[Signature]
[Signature]

Approved as to form

BELMONT COUNTY PROSECUTOR

By: [Signature]
Assistant Prosecuting Attorney

5630 Bonnie Lou Drive, New Franklin, OH 44319

330.882.8178

jason@popaconsulting.com

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ENTERING INTO THE PROFESSIONAL SERVICES AGREEMENT WITH L.A. SHULTZ & ASSOCIATES/PLANNING COMMISSION

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into the Professional Services Agreement with L.A. Schultz & Associates, LLC, in the not to exceed amount of \$25,000.00, for consulting services for the Planning Commission, effective January 1, 2024 through December 31, 2024.

Professional Services Agreement

This is a Professional Services Agreement made this 17th day of January 2024 by and between the Belmont County Commissioners, Ohio and L.A. Schultz & Associates LLC, an Ohio limited liability company.

I. Scope of Services

- a. Attend monthly Belmont County Planning Commission meetings and act as secretary – prepare and submit minutes, etc. Also, attend Belmont County Commissioners meetings as directed.

- b. Review any permits and/or developments within unincorporated Belmont County per the directions of the Belmont County Planning Commission and/or Belmont County Commissioners.
- c. Provide professional services during the public hearing approval process of the Belmont County Subdivision Regulations by attending the Belmont County Planning Commission meetings and the Belmont County Commissioners meetings as required.
- d. The parties may agree at any time to expand or modify the scope of services. Such agreement shall be in writing and shall be attached to this Professional Services Agreement as an Addendum.

II. Term and Professional Fees

- a. The contract is from January 1, 2024, to December 31, 2024.
- b. The pay rate shall be \$100 per hour for professional services – (submit weekly hours summary through email). Invoices will be mailed on or near the first of each month.
- c. The pay rate shall be \$50 per hour for travel time to all County meetings, stakeholder meetings and the like (the typical travel time between my home in Columbus, Ohio and St Clairsville, Ohio is 2 hours each way).
- d. The County agrees to reimburse the consultant for certain out of pocket administrative expenses incurred by the consultant (copies, postage, mailings, etc.). I will contact Belmont County on any expenses that are atypical before proceeding with the purchase.
- e. The total contract shall not exceed \$25,000 from January 1, 2024, to December 31, 2024.

III. Contractual Obligation

- a. The findings, conclusions, and other results of this engagement are not intended to be, nor should they be construed to be, for the benefit of anyone other than Belmont County, Ohio. Accordingly, any third party who relies on such results does so at his/her own risk. Belmont County, Ohio shall not disclose the reports or recommendations provided by L.A. Schultz & Associates LLC, to any third party without our express written consent, except as required by law.
- b. Neither Belmont County, Ohio, its employees, partners, nor L.A. Schultz & Associates, LLC performing this engagement shall incur any liability as a result of this engagement. Under no circumstances shall the amount of any liability of Belmont County, Ohio, its employees, shareholders, nor L.A. Schultz & Associates LLC, shall exceed the fee collected by L.A. Schultz & Associates, LLC for this engagement. Any controversy or claim arising out of or relating to services covered by this agreement or hereafter provided by L.A. Schultz & Associates for Belmont County, Ohio or at its request, shall be submitted first to voluntary mediation, and if mediation is not successful, then to binding arbitration. Judgment on any arbitration award may be entered in any court having jurisdiction. If any portion of this agreement is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this agreement shall remain in effect.

Belmont County Commissioners Jerry Echemann /s/
J. P. Dutton /s/
Josh Meyer /s/

L.A. Schultz and Associates Lance A. Schultz /s/

APPROVED AS TO FORM:

Jacob Manning /s/
 ASSISTANT PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ENTERING INTO THE MEMORANDUM OF UNDERSTANDING
 BY AND BETWEEN THE BELMONT COUNTY LOCAL EMERGENCY PLANNING
 COMMITTEE (LEPC) AND BELMONT COUNTY COMMISSIONERS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into the Memorandum of Understanding, effective January 1, 2024 through December 31, 2024, by and between the Belmont County Local Emergency Planning Committee (LEPC) and the Board of Belmont County Commissioners for the purpose of promoting public safety and prudent emergency planning for the citizens of Belmont County.

Note: This is regarding the funding provided by the LEPC for services to be provided by the Director and staff of the Belmont County Emergency Management Agency.

Memorandum of Understanding

This Memorandum of Understanding, effective January 1, 2024 until December 31, 2024 is entered into by and between the Belmont County Local Emergency Planning Committee (LEPC), 68329 Bannock Road, St. Clairsville, OH 43950, and the Board of Belmont County Commissioners (Commissioners) 101 West Main Street St. Clairsville, Ohio 43950, for purpose of promoting public safety and prudent emergency planning for the citizens of Belmont County, Ohio.

In consideration of the services to be provided by the Director and staff of the Belmont County Emergency Management Agency as described below, the LEPC agrees to provide the sum of twelve thousand eight hundred and ten dollars and 37/100 (\$12,810.37) annually, provided that (1) the LEPC has such amount, and (2) said sum does not exceed 75% of the fund balance. Said funds shall be made available to the Commissioners during the first quarter of each calendar year this agreement is effect.

In consideration of the funds provided by the LEPC to the Board as described in this agreement, the EMA shall provide the following services to or for the LEPC:

1. Grant writing and administration
2. Administration of SARA Title III filings by local chemical facilities
3. Compliance and enforcement of SARA Title III regulations
4. Compliance with SERC mandated reports
5. Emergency response to spills and releases of regulated materials
6. Information coordination of LEPC public records
7. Plan development, review, and updates
8. Annual exercise of the LEPC county plan and emergency response
9. Administration of the LEPC Cost Recovery Program
10. Such other administrative duties as may be needed, provided that such additional duties shall not interfere with nor impede the discharge of the emergency management responsibilities of the EMA Director and staff

The parties stipulate that funds provided by the LEPC to the Commissioners shall be used to supplement existing funding for salaries, benefits and other operational expense categories of the EMA; and that said funds are being provided by the LEPC to the Commissioners on the condition that such funds shall be used in addition to, and not as a replacement of, funding currently budgeted by the Commissioners to the EMA.

Each party hereto reserves the right to revise or terminate this Memorandum of Understanding annually prior to the anniversary of the date of the signing. Unless terminated, by either party upon written notice to the other not later than 30 days prior to the anniversary date, this agreement shall be in effect for the calendar year.

BELMONT COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

BY: Dave Ivan /s/
 Dave Ivan, Chairman

DATE: 1/18/2024

BOARD OF BELMONT COUNTY COMMISSIONERS

BY: Jerry Echemann /s/
 Jerry Echemann, President

DATE: 1-17-24

BY: Josh Meyer /s/
 Josh Meyer, Vice President

DATE: 1/17/24

January 17, 2024

BY: J. P. Dutton /s/
J. P. Dutton

DATE: 1/17/24

APPROVED AS TO FORM:

Jacob Manning /s/

BELMONT COUNTY

ASSISTANT PROSECUTOR

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ENTERING INTO AGREEMENT BY AND BETWEEN THE BOARD OF TRUSTEES OF THE JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY (JBRSWA) AND THE SHERIFF OF BELMONT COUNTY, OHIO

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into agreement by and between the Board of Trustees of the Jefferson Belmont Regional Solid Waste Authority (JBRSWA) and the Sheriff of Belmont County, Ohio, effective January 17, 2024 through December 31, 2024, for the purpose of providing environmental policing services for JBRSWA.

Note: JBRSWA will compensate the county \$86,487.16, prorated based on the number of months in the contract year divided by twelve months for services.

**JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY
2024 AGREEMENT WITH
BELMONT COUNTY SHERIFF'S OFFICE**

This agreement is made as of this 17th day of January, 2024, by and between the Board of Trustees of the Jefferson Belmont Regional Solid Waste Authority (the "Board" or "JBRSWA"), and the Sheriff of Belmont County, Ohio (the "Sheriff").

WHEREAS, the Board is a regional solid waste authority established and maintained pursuant to Section 343.011 of the Ohio Revised Code for the purpose of providing for, or causing to be provided for, the safe and sanitary management of solid wastes within all of the incorporated and unincorporated territory of Jefferson County and Belmont County, pursuant to Chapter 343 and Sections 3734.52 to 3734.575 of the Ohio Revised Code; and

WHEREAS, pursuant to Section 343.011 of the Ohio Revised Code, the Board may make contracts in the exercise of the rights, powers, and duties conferred upon the regional authority, and do all acts necessary or proper to carry out the duties and responsibilities imposed on or granted to the Board; and

WHEREAS, under Section 3734.57(G) of the Ohio Revised Code, the Board may expend the proceeds of solid waste disposal and generation fees for the purposes of implementing JBRSWA's approved solid waste management plan, and to provide financial assistance to local law enforcement agencies having jurisdiction within JBRSWA for enforcing anti-littering laws and ordinances; and

WHEREAS, pursuant to Section 311.29 of the Ohio Revised Code, JBRSWA is a taxing district that may enter into a contract with the sheriff to perform any police function, exercise any police power, or render any police service for said taxing district, and JBRSWA may directly furnish the equipment and supplies used by the sheriff for such policing services and/or reimburse the county for the costs incurred by the sheriff for such policing; and

WHEREAS, the Board is committed to the prevention of littering and the unlawful disposal of solid waste, promoting and providing public recycling, and proper maintenance and use of public recycling facilities; and

WHEREAS, the Board is willing to enter into an agreement to furnish equipment and supplies and provide financial reimbursement to the Sheriff in consideration of the Sheriff performing the aforementioned activities; and

WHEREAS, the Sheriff is willing to provide police personnel and resources to carry out the aforementioned activities in exchange for said consideration.

NOW THEREFORE, pursuant to Sections 311.29, 343.011 and 3734.57(G) of the Ohio Revised Code, the Board of Trustees of the Jefferson Belmont Regional Solid Waste Authority and the Belmont County Sheriff hereby agree as follows:

ARTICLE I — CONTRACT YEAR

1.1 Term

The term of this agreement (the "Agreement") shall commence on January 17, 2024 and the Agreement shall terminate on December 31, 2024 (the "Contract Year").

ARTICLE II - OBLIGATIONS

2.1 Obligations of the Sheriff

- a. The Sheriff agrees to provide police services to JBRSWA by assigning, exclusively to JBRSWA, one full-time Sheriff's Deputy as an Environmental Enforcement Officer (EEO).
- b. The Sheriff will make available to the EEO: supervision, all training programs, special equipment, and other regular facilities of the Sheriff's Office.
- c. The Sheriff and JBRSWA shall provide for days off and work hours in accordance with the current collective bargaining agreement between the Belmont County Sheriff and its Deputies.

2.2 Responsibilities of the Environmental Enforcement Officer

- a. Provide police assistance in the enforcement of applicable Sections of Chapter 343 and 3734 of the Ohio Revised Code;
- b. Assist in duties relative to the operation, maintenance and use of JBRSWA recycling facilities and services;
- c. Support Keep Belmont County Beautiful projects;
- d. Provide investigation of all reported illegal dumping;
- e. Provide clean-up of public right-of- ways and public properties utilizing court approved inmates from the County Jail, as requested by JBRSWA;
- f. Assist in public education and awareness programs of JBRSWA as requested;
- g. Assist in special projects as determined by JBRSWA;
- h. Assist in preparation of grant applications, budgets, and reports as requested by the JBRSWA.
- i. Enforcement of JBRSWA fees and rules in consultation with JBRSWA's Executive Director and Fiscal Officer. This includes, but is not limited to, surveillance of haulers, warrants, transfer station and landfill visits and the filing of charges, working with other solid waste districts and jurisdictions in cases concerning enforcement of JBRSWA rules and fees, or misreporting of the nature or origin of waste.

ARTICLE III — REPORTS AND MEETINGS 3.1

3.1 Quarterly and Annual Reports.

The EEO shall submit quarterly reports on all services performed within 30 days after the end of each quarter. The quarterly report shall also provide quarterly statistical reports on cases logged and investigated and resolution or continuation of those cases. Annual Reports shall include a summary of all activity and services performed and shall be submitted within 30 days after the end of each year.

Quarterly expense reports shall also be submitted within 30 days after the end of each quarter. The expense reports shall detail how JBRSWA funds were spent on personnel, training, equipment, and supplies.

3.2 Covenant of Cooperation.

The EEO shall meet with JBRSWA's Executive Director or her designee, as requested, to coordinate and prioritize investigation and enforcement efforts. JBRSWA and the Sheriff's Office shall cooperate with and provide necessary information to the other to enable the parties to comply with the terms of this Agreement. The parties shall perform all acts and deeds as may be necessary or appropriate to maintain and implement the purpose and effect of this Agreement including without limitation, joining in the execution of all documentation, and providing any necessary documentation required in connection with the Agreement.

ARTICLE IV - DISBURSEMENT SCHEDULE

4.1 For the Contract Year, payments in the amount of Eighty Six Thousand Four Hundred Eighty Seven and 16/100 Dollars (\$86,487.16), prorated based on the number of months in the Contract Year divided by twelve months, shall be made directly to an appropriate fund to the credit of Sheriff's Office to be used exclusively for the purpose of providing environmental enforcement policing services for JBRSWA. Payment shall be made by JBRSWA within thirty (30) days after receipt of an invoice from the Sheriff's Office.

4.2 The above amounts shall be used to pay for the cost of one full-time Sheriff's Environmental Deputy, including compensation, fringe benefits, training, equipment, and supplies.

4.3 The balance of moneys disbursed to the Sheriff under this Agreement that have not been expended or encumbered for expenditure as of **December 31, 2024**, under this Agreement, shall be remitted back to JBRSWA by **January 31, 2025**.

ARTICLE V - VEHICLES & EQUIPMENT

5.1 JBRSWA agrees to provide the EEO access to a police vehicle needed for day-to-day use in investigations and all the responsibilities and duties set forth in this Agreement. The vehicle will be the property of and titled to the Board and shall be used exclusively by the EEO for the purposes set forth in this Agreement. JBRSWA agrees to provide and pay for insurance for said vehicle. The vehicle shall comply with Section 311.28 of the Ohio Revised Code concerning paint scheme and design of car-markings. The words "Environmental Enforcement" or words of similar import, shall be placed on both upper rear quarter panels parallel to the ground. JBRSWA agrees to pay for the maintenance of the vehicle and fuel expenses associated with the vehicle's use. Upon the termination or expiration of this Agreement, said vehicle shall be delivered to JBRSWA within thirty (30) days.

5.2 Equipment purchased with JBRSWA funds shall not be sold without the Board's approval, nor shall any such equipment be used for any purpose not expressly authorized by JBRSWA in writing.

5.3 All equipment purchased by the Sheriff with funds provided by JBRSWA pursuant to this Agreement shall be the property of the Board. Upon termination or expiration of this Agreement, all such equipment shall be delivered to JBRSWA within thirty (30) days. The Sheriff may retain the vehicle and any equipment that was provided by JBRSWA on or about 2014 pursuant to the similar prior service agreement between the parties.

5.4 JBRSWA shall pay the cost of providing the EEO with a portable radio and a cellular phone. The Sheriff agrees, at its sole expense, to provide the EEO with any other communication or surveillance equipment that is necessary to carry out the responsibilities and duties set forth in this Agreement.

ARTICLE VI - RELATIONSHIP OF PARTIES

6.1 The EEO shall remain an employee of the Sheriff's Office at all times while performing the responsibilities and duties under this Agreement. The Sheriff, the Belmont County Board of Commissioners and JBRSWA are all members of, and are insured through, CORSA. Each party acknowledges that it is responsible for its own actions under this Agreement and agrees to hold the other parties harmless from any claims or losses resulting from same.

6.2 JBRSWA agrees that in the event of an emergency call to duty, the EEO can be temporarily redirected from environmental law enforcement duties to aid other officers or perform duties required by the emergency.

6.3 Neither the Board nor the Sheriff assumes any obligation, duty, or responsibility, financial or otherwise, to remove any waste or debris from private property, or to remediate or rehabilitate any private property or site where illegal or improper disposal of waste or debris has occurred. The parties' responsibilities for removing waste or debris are limited to the voluntary clean-up of public right-of-ways and public properties, at JBRSWA's discretion, utilizing court approved inmates from the County Jail, and shall in no way be construed to obligate JBRSWA or the Sheriff to clean-up, remediate, or rehabilitate any specific property, whether public or private.

ARTICLE VII - NON-DISCRIMINATION

7.1 The Sheriff agrees, in compliance with ORC § 125.111, that:

(a) In the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates; and

(b) No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

ARTICLE VIII - TERMINATION OF AGREEMENT

8.1 This Agreement may be terminated by either party after giving thirty (30) days advanced written notice in the event of failure by the other party to perform in accordance with the terms hereof.

ARTICLE IX - MISCELLANEOUS

9.2 Nothing in this Agreement shall impute or transfer any responsibility, from one party to another, for any party's acts or omissions whether through itself or its agents, employees, and contracted servants.

9.2 The provisions of this Agreement are solely for the benefit of the parties hereto, and no third-party beneficiaries are intended. Nothing in this Agreement is intended to waive any defense that would otherwise be available against any third-party claim.

9.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior written and/or oral agreements, and may not be amended, altered, or modified except by a written instrument signed by both parties and which refers to this Agreement.

In Witness Whereof, the parties hereto have set their hands this 17th day of Jan. 2024.

JEFFERSON BELMONT REGIONAL BELMONT COUNTY SHERIFF SOLID WASTE AUTHORITY

By: John S. Fabian /s/

J. Scott Fabian, Chairman

Date: 1-8-24, 2024

By: Anita Petrella /s/ Ex. Dir.

Anita Petrella, Executive Director

Date: 1-8, 2024

BELMONT COUNTY COMMISSIONERS Approved as to form:

Jerry Echemann /s/

J. P. Dutton /s/

Josh Meyer /s/

Date: Jan. 17, 2024

By: David M. Lucas /s/

David M. Lucas, Sheriff

Date: 1/11/2024, 2024

Jacob Manning /s/ Assistant Prosecuting Attorney

Date: Jan. 12, 2024

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Discussion-J.B. Green contract-Present Bobbie McMillian, Belmont County Program Coordinator and Matt Gehrig, Belmont County Environmental Enforcement Officer. Mr. Echemann said this is done at no cost to the county and this is also done in Jefferson County. Ms. McMillian said Officer Gehrig is on the road everyday and they have a great connection to the EPA. Serious violations are handed over to the Prosecutor's office, it is not easy to get convictions. Ms. McMillian said they are collaborating with Belmont Soil and Water this year to rid tires from the county. Belmont Soil and Water received a grant so there is no cost to J. B. Green. It is expected up to 10,000 tires will be removed.

JaQue Galloway, Tri-County Help Center

Re: Human Trafficking Awareness Month Proclamation

Ms. Galloway said their work is survivor centered. The agency partners with local hotels, truck stops, CDL drivers and schools because feedback from survivors felt those areas needed the most attention. She said they have seen a rise of on-line trafficking. In the local area individuals are being trafficked by someone they trust. Those in need of basic services and people struggling with addiction are often targeted. Tri-County Help Center provides shelter, criminal and civil court accompaniment, legal advocacy, counseling, support groups and much more.

IN THE MATTER OF ADOPTING THE HUMAN TRAFFICKING AWARENESS MONTH PROCLAMATION

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the Human Trafficking Awareness Month Proclamation.

***PROCLAMATION DECLARING
JANUARY HUMAN TRAFFICKING
AWARENESS AND PREVENTION MONTH***

WHEREAS, human trafficking is a public health issue and crime that exploits the most vulnerable among us and weakens the health and well-being of individuals, families, and communities across generations; and

WHEREAS, more than 20 years since the passing of the Trafficking Victims Protection Act, human trafficking still exists—including the forced or fraudulent recruitment, harboring, or transportation of people for labor or commercial sex; and

WHEREAS, an estimated 27.6 million people are subjected to human trafficking globally, including cases of human trafficking reported in every U.S. state and territory; and

WHEREAS, people can be trafficked in person and online; in industries such as restaurants, domestic work, construction, agriculture, and factories; and by strangers or someone they know, including employers, partners, and family members; and

WHEREAS, human trafficking can be prevented by building individual, community, and societal understanding and resilience, reducing social inequities, and addressing the conditions that contribute to exploitation; and

WHEREAS, we are dedicated to ensuring anyone impacted by human trafficking can receive services that provide individualized care, understand the impact of trauma, and incorporate cultural and linguistic needs; and

WHEREAS, a successful response to human trafficking requires a coordinated, community-wide effort.

NOW, THEREFORE, BE IT RESOLVED, that we, the Belmont County Commissioners, in adopting this resolution, recognize January 2024 as Human Trafficking Awareness and Prevention Month and urge all residents of Belmont County to take part in appropriate programs and activities in support of this special observance.

Adopted this day the 17th of January, 2024.

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/

Jerry Echemann /s/

Josh Meyer /s/

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

RECESS

10:00 Bid Opening-Homemaker and Personal Care Services to senior citizens of Belmont County

Mr. Echemann said they have one sealed bid and one not. FedEx has been having delivery issues due to the weather. The Prosecutor’s office said it was legal due to the circumstances to allow the bid be send in online.

IN THE MATTER OF BID OPENING FOR PROVISION OF HOMEMAKER AND PERSONAL CARE SERVICES/SSOBC

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the provision of Homemaker and Personal Care Services to Senior Citizens of Belmont County, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Addus Healthcare 2300 Warrenville Road Downers Grove, IL. 60515	X	\$28.96/hour-Homemaker and Personal Care Services
Just Right Home Care, Inc. 2197 National Road Suite A Wheeling, WV 26003	X	\$29.00/hour-Homemaker and Personal Care Services

Present: Lisa Kazmirski, SSOBC Executive Director

Motion made by Mr. Echemann, seconded by Mr. Meyer to turn over all bids received for the Homemaker and Personal Care Services to senior citizens of Belmont County to Lisa Kazmirski, Executive Director, for review and recommendation.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Ms. Kazmirski said SSOBC currently contracts with both agencies. The demand is typically higher than the providers available. SSOBC’s nurse accessor evaluates who may need these services. A referral is made to the Area Agency on Aging and they make the final determination. The CARES program can identify a need and contact SSOBC. Ms. Kazmirski added there can be some challenges with meal delivery due to the weather and medical appointments. Service will be cancelled if there is a risk.

RECESS+

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:41 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment, discipline, dismissal and compensation of public employees.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:39 AM.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:39 a.m.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Mr. Echemann said as a result of executive session there is one motion to consider.

January 17, 2024

**IN THE MATTER OF APPROVING THE TERMINATION
OF JASON LITTEL, ASSISTANT DOG WARDEN**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the termination of Jason Littel, Assistant Dog Warden at the Belmont County Animal Shelter, effective January 17, 2024 at the end of the business day, and to direct his supervisor to notify Mr. Littel.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:40 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 11:40 a.m.
Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Read, approved and signed this 24th day of January, 2024.

Jerry Echemann /s/ _____

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

We, Jerry Echemann and Bonnie Zuzak, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Jerry Echemann /s/ _____ PRESIDENT

Bonnie Zuzak /s/ _____ CLERK