

St. Clairsville, Ohio

July 11, 2023

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Josh Meyer, 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. Dutton, seconded by Mr. Echemann 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 her warrant on the County Treasurer in payment of the bills allowed:

**IN THE TOTAL AMOUNT OF \$976,320.78**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>AMOUNT</u></b>
E-0131-A006-A02.002 Admin-Salaries	E-0131-A006-A10.000 Inmate Transport	\$10,000.00
E-0250-A006-H05.000 Contract Services	E-0051-A001-A17.000 Memorial Day Exp.	\$1,080.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**A00 GENERAL FUND AND E01 COUNTY HEALTH**

<b><u>FROM</u></b>	<b><u>TO</u></b>	<b><u>AMOUNT</u></b>
E-0051-A001-A10.000 Professional Services	R-2210-E001-E17.574 Transfers In	\$5,833.33

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the July 11, 2023, meeting:

**M60 CARE & CUSTODY/JUVENILE COURT**

E-0400-M060-M24.000	Other Expenses	\$20,000.00
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**M62 INTAKE COORDINATOR/JUVENILE COURT**

E-0400-M062-M02.000	Other Expenses	\$3,280.00
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**S12 PORT AUTHORITY**

E-9799-S012-S07.000	Professional Services	\$2,000.00
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**S85 JUVENILE COURT-COMPUTER FUND**

E-1582-S085-S08.000	Computer Expense	\$1,872.41
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**W20 LAW LIBRARY**

E-9720-W020-W02.002	Salary	\$5,000.00
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E-9720-W020-W07.010	Supplies	\$6,138.00
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated July 11, 2023, 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. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of July 5, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

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

July 11, 2023

**HR DEPARTMENT**-Erin McVay and Katie Bayness to Bellville, OH, on July 14, 2023, to attend the CLCCA Summer meeting. A county vehicle will be used for travel.

**DJFS**-Erin Greenwood to Columbus, OH, on August 24, 2023, to attend the Child Care SUTQ training. Estimated expenses: \$50.00.

Upon roll call the vote was as follows:

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

**Mr. Dutton made the following announcement:**

The Belmont County Board of Commissioners is accepting applications to fill positions on the following boards:

- Belmont County Community Action Commission Governing Board. Applications will be accepted through July 14, 2023.
- Belmont County District Library Board. Applications will be accepted through July 14, 2023.

Interested parties may stop in or contact the Commissioners' office at [\(740-699-2155\)](tel:740-699-2155) to request an application.

**IN THE MATTER OF HIRING SHERI CARPENTER**

**AS PART-TIME MEDICAL DRIVER/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to hire Sheri Carpenter as part-time Medical Driver with Senior Services of Belmont County, effective July 17, 2023.

*Note: This is a replacement position.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING BONNIE BOROVICH**

**AS PART-TIME CENTER DRIVER/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to hire Bonnie Borovich as part-time Center Driver with Senior Services of Belmont County, effective July 24, 2023.

*Note: This is a replacement position.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING WILLIAM MARINACCI**

**AS FULL-TIME QA ADMINISTRATOR/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to hire William Marinacci as full-time QA Administrator for Senior Services of Belmont County, effective July 17, 2023, at pay grade 8 step 1.

*Note: This is a new position.*

Upon roll call the vote was as follows:

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

Mr. Dutton said this position is part of the leadership team.

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF**

**UNSPECIFIED DONATIONS /DOG AND KENNEL FUND**

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge receipt of \$8,516.71 in unspecified donations to the Belmont County Dog and Kennel fund for the second quarter of 2023, as follows: \$2,866.96 for April, \$3,531.81 for May and \$2,117.94 for June.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF**

**UNSPECIFIED DONATIONS /ANIMAL SHELTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge receipt of \$269.96 in unspecified donations to the Animal Shelter (General fund) for the second quarter of 2023, as follows: \$269.96 for June.

Upon roll call the vote was as follows:

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

Mr. Dutton said they appreciate all donations made to the shelter. He said the care of the cats does not come from Belmont County funds, a local organization covers those costs.

**IN THE MATTER OF ENTERING INTO CONTRACT FOR THE BELMONT COUNTY**

**ENGINEER'S PROJECT 23-8 WITH OHIO-WV EXCAVATING COMPANY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract for the Belmont County Engineer's Project 23-8 BEL-CR42-1.14/1.55 (Fulton Hill Road) Slide Repair Project with OHIO-WV EXCAVATING COMPANY in the amount of \$418,309.00, based upon the recommendation of Terry Lively, Belmont County Engineer.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS**

**BELMONT COUNTY ENGINEER'S**

**PROJECT #23-8: BEL-CR42-1.14/1.55 (PW#292) SLIDE REPAIR**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 11th day of July, 2023 between **OHIO - WEST VIRGINIA EXCAVATING CO.**, P.O. Box 128, Powhatan Point, OH 43942 and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **OHIO - WEST VIRGINIA EXCAVATING CO.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to repair two roadway embankment failures and pavement damage areas on CR42 (Fulton Hill Road) and all related Work described by the Contract Documents.

All Work for BEL-CR42-1.14/1.55 (PW#292) SLIDE REPAIR shall be completed by October 28, 2023.

Contractor and Subcontractor shall pay the prevailing rate of wages as required under Chapter 4115, Ohio Revised Code, and comply with all other bidder specifications including Appendix II to Part 200 of the Code of Federal Regulations (CFR).

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2019, and shall be under the direction of the County Engineer.

**PROJECT #23-8: BEL-CR42-1.14/1.55 (PW#292) SLIDE REPAIR****PROJECT #23-8 TOTAL = \$418,309.00**

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **OHIO - WEST VIRGINIA EXCAVATING CO.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

**BELMONT COUNTY COMMISSIONERS**Jerry Echemann /s/J. P. Dutton /s/Josh Meyer /s/**OHIO - WEST VIRGINIA EXCAVATING CO.**By: Kevin L. Winkler /s/Kevin L. Winkler, Secretary*Print/Type Signature***BEL-CR42-1.14/1.55 (PW#292) FULTON HILL ROAD SLIDE REPAIR**

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	CLEARING AND GRUBBING, AS PER PLAN	\$5,000.00	\$5,000.00
275 SY	PAVEMENT REMOVED, ASPHALT	\$27.00	\$7,425.00
109 CY	EXCAVATION	\$38.00	\$4,142.00
173 CY	EMBANKMENT	\$36.00	\$6,228.00
395 SY	SUBGRADE COMPACTION	\$7.00	\$2,765.00
30 CY	EXCAVATION OF SUBGRADE	\$50.00	\$1,500.00
15 CY	GRANULAR MATERIAL, TYPE B	\$125.00	\$1,875.00
15 CY	GRANULAR MATERIAL, TYPE E	\$125.00	\$1,875.00
2 HOUR	PROOF ROLLING	\$150.00	\$300.00
325 FT	GUARDRAIL, TYPE MGS, AS PER PLAN	\$36.00	\$11,700.00
245 SY	SEEDING AND MULCHING, AS PER PLAN	\$10.00	\$2,450.00
3,000 EACH	EROSION CONTROL	\$1.00	\$3,000.00
23 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22 (448)	\$295.00	\$6,785.00
36 CY	ASPHALT CONCRETE BASE, PG64-22 (301)	\$267.00	\$9,612.00
137 CY	AGGREGATE BASE	\$125.00	\$17,125.00
0.10 MILE	EDGE LINE, 4" (642)	\$15,000.00	\$1,500.00
0.05 MILE	CENTER LINE (642)	\$28,000.00	\$1,400.00
48 GAL	TACK COAT (407)	\$9.00	\$432.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$5,500.00	\$5,500.00
1,600 FT	STEEL PILES, MISC.: HP14X73, FURNISHED, AS PER PLAN	\$59.00	\$94,400.00
29 CY	CLASS QC1 CONCRETE, FOOTING, AS PER PLAN	\$450.00	\$13,050.00
156 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$245.00	\$38,220.00
98 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	\$135.00	\$13,230.00
1,240 FT	DRILLED SHAFTS, MISC.: D.S. 30" DIAMETER INTO & ABOVE BEDROCK, APP	\$70.00	\$86,800.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$2,800.00	\$2,800.00
360 FT	STEEL PILES, MISC.: HP14X73, FURNISHED, AS PER PLAN	\$65.00	\$23,400.00
6 CY	CLASS QC1 CONCRETE, FOOTING, AS PER PLAN	\$500.00	\$3,000.00
30 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$285.00	\$8,550.00
1 EACH	CONCRETE, MISC.: CAST-IN-PLACE CONCRETE LAGGING	\$1,200.00	\$1,200.00
20 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	\$160.00	\$3,200.00
279 FT	DRILLED SHAFTS, MISC.: D.S. 30" DIAMETER INTO & ABOVE BEDROCK, APP	\$75.00	\$20,925.00
2 CY	ROCK CHANNEL PROTECTION, TYPE B WITH FILTER FABRIC	\$450.00	\$900.00
32 FT	15" CONDUIT, TYPE A, 707.33, AS PER PLAN	\$125.00	\$4,000.00
2 MGAL	WATER	\$10.00	\$20.00
LUMP SUM	MAINTAINING TRAFFIC	\$7,500.00	\$7,500.00
LUMP SUM	CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN	\$1,500.00	\$1,500.00

LUMP SUM	MOBILIZATION	\$5,000.00	\$5,000.00
	<b>BEL-CR42-1.14/1.55 (PW#292) SLIDE REPAIR TOTAL</b>		<b>\$418,309.00</b>

Upon roll call the vote was as follows:

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

Mr. Dutton said there are a lot of projects through the Engineer’s office and a lot of grant money is coming in to Belmont County.

**IN THE MATTER OF ENTERING INTO THE OHIO PUBLIC WORKS (OPWC) PROJECT GRANT/LOAN AGREEMENT FOR THE BEL-CR5-6.89-10.23 RAMSEY RIDGE ROAD IMPROVEMENT PROJECT/ENGINEER’S**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commissioner J. P. Dutton to sign and enter into the Ohio Public Works (OPWC) Project Grant/Loan Agreement for the **BEL-CR5-6.89-10.23 Ramsey Ridge Road Improvement Project** in the not to exceed amount of \$615,760.00, based upon the recommendation of Terry Lively, County Engineer.

*Note: Project is funded 74% OPWC, 26% MVGT fund.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AREA AGENCY ON AGING, REGION 9, INC. 2024-2026 REQUESTS FOR PROPOSALS-CARE COORDINATION APPLICATION FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the Area Agency on Aging, Region 9, Inc. 2024-2026 Requests for Proposals-Care Coordination Application for Senior Services of Belmont County.

*Note: This application is for Care Coordination Funding through the AAA9 Case Managed and voucher program. The funding Source includes Older Americans Act Title III E-Family Caregiver, Alzheimer’s Respite, and Senior Community State Block Grant funding.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING VEHICLE TRADE-IN AND PURCHASE FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the trade-in of one 2010 Dodge Avenger and one 2010 Ford E-250 Van for a trade-in amount of \$4,500.00, and the purchase of one 2023 Ford Escape from Dunning Ford of Cambridge, Ohio, in the amount of \$35,489.00, for a total cost of \$30,989.00 for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.

*Note: This vehicle is a replacement vehicle for non-emergency medical transportation fleet.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND THE COMMUNITY ACTION COMMISSION OF BELMONT COUNTY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services Contract between the Belmont County Department of Job & Family Services and the Community Action Commission of Belmont County, for Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for Out-of-School Youth, in the not to exceed amount of \$457,723.00, effective July 1, 2023 to June 30, 2024 for Program Year 2023.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
 Purchase of the Performance of Services Contract**

**Whereas**, this contract, entered into on the 11<sup>th</sup> day of **July 2023**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the Community Action Commission of Belmont County (hereinafter “Contractor”), is for the purchase of the performance of the following services: Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for Out-of-School Youth that meet the requirements and standards of the Comprehensive Case Management and Employment Program (CCMEP), which is jointly funded with Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance to Needy Families (TANF), as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

**I PURPOSE**

The purpose of this contract is to provide Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for Out-of-School Youth of Belmont County for Program Year 2023 (July 1, 2023-June 30, 2024). These services are four (4) of the fourteen (14) elements for youth required by the CCMEP. The Purchaser has agreed to provide Comprehensive Case Management and Employment Program funds, which is jointly funded with WIOA Youth Funds (CFDA #17.259) and CCMEP TANF Funds (CFDA #93.558) to the Contractor in order for the Contractor to provide the program’s services to eligible youth, to provide staff to operate the program and to assist youth in gaining employment and further education. Eligible youth are those eligible for the Comprehensive Case Management and Employment Program In-School and Out-of-School Youth services as determined by the Purchaser.

**II PARTIES**

The parties to this agreement are as follows:

**Purchaser:** The Belmont County Department of Job and Family Services  
 68145 Hammond Road  
 St. Clairsville, OH 43950  
 (740)695-1075

**Contractor:** The Community Action Commission of Belmont County  
 153 ½ West Main Street  
 St. Clairsville, OH 43950  
 (740)695-0293                      UEI: LAG1P41TUJM3

**III CONTRACT PERIOD**

This contract and its terms for Program Year 2023 (PY23) will become effective on July 1, 2023. The termination date of this contract is June 30, 2024. This contract is the second year of a four-year RFP for the above-mentioned services. The contract may be renewed automatically for up to two (2) Program Years (PY24 and PY25) based upon satisfactory performance.

#### IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State and local law for the proper administration and performance of services to customer.

Basic Skills Deficient

A youth who has English reading, writing or computing skills at or below the eighth (8<sup>th</sup>) grade level on a generally accepted standardized test or who is unable to compute or solve problems or read, write or speak English at a level necessary to function on the job, in the individual's family or in society.

Attending School

An individual who is enrolled and/or attending secondary or post-secondary school.

Out-of-School Youth Eligibility Requirements

Eligibility for out-of-school youth, who at the time of enrollment is:

- a. Not attending any school;
- b. Not younger than age 16 or older than age 24; and
- c. Has one (1) or more of the following barriers:

- A school dropout;
- A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter;
- A recipient of a secondary school diploma or its recognized equivalent who is a low income individual and is basic skills deficient or an English language learner;
- An individual who is subject to the juvenile or adult justice system;
- A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
- An individual who is pregnant or parenting;
- A youth who is an individual with a disability; or
- A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local area.

Out-of-School Priority

For any Program Year, not less than seventy-five percent (75%) of the funds available to local areas shall be used to provide youth workforce investment activities for out-of-school youth.

In-School Youth Eligibility Requirements

Eligibility for in-school youth, who at the time of enrollment, is:

- a. Attending school;
- b. Not younger than age 14 or (unless an individual with a disability who is attending school under state law) or older than age 21;
- c. Is a low income individual; and
- d. Has one (1) or more of the following barriers:

- Basic skills deficient;
- An English language learner;
- An offender;
- A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
- Pregnant or parenting;
- An individual with a disability; or
- An individual who requires additional assistance to complete an education program or to secure or hold employment as defined by the local area.

Five Percent (5%) Limitation of In-School Youth Eligibility

Not more than five percent (5%) of in-school youth may be eligible based upon being an individual who requires additional assistance to complete an educational program or to secure or hold employment.

Participation

The point at which the individual has been determined eligible for youth program services, has received an assessment and has received or is receiving at least one (1) program element and is the point at which the individual is to be included in calculations for performance measures.

Work Experience

Work Experience may take place in the private sector, the non-profit sector or the public sector. Work experience provides the youth participant with opportunities for career exploration and skill development. Work experience must include academic and occupational education. The types of work experience include summer employment opportunities and other employment opportunities available throughout the year, pre-apprenticeship programs, internships and job shadowing and on-the-job training opportunities. This program reflects the integrated education and training model and requires education and training to occur concurrently and contextually with workforce participation activities and workforce training. This element describes how workplace preparation activities, basic academic skills and hands-on occupational skill training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster or career pathway. Not less than twenty percent (20%) of the youth program funds shall be used to provide in-school and out-of-school youth with work experience activities. WIOA youth programs must track program funds spent on paid and unpaid work experience including wages and staff costs for the development and management of work experience and report such expenditures as part of the local WIOA youth financial reporting.

Leadership Development

Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.

Adult Mentoring

One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.

Financial Literacy

Services to enhance an individual's ability to: create household budgets; initiate savings plans; make informed financial decisions; manage spending, credit and debt; increase awareness on the availability and significance of credit reports; to understand, evaluate and compare financial products, services and opportunities; and to address the particular financial literacy needs of non-English speakers.

Follow-Up Services

Activities after completion of participation to monitor youths' success during their transition to employment and further education and to provide assistance as needed for a successful transition.

Employability Skills

Employability skills provide a participant with exposure to the work of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

Post-Secondary Education

A program at an accredited degree granting institution that leads to an academic degree (e.g. AA, AS, BA, BS). Does not include programs offered by degree granting institutions that do not lead to an academic degree.

Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

Military Service

Reporting for active duty.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional Payment

Proportional payment would occur at the Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

On June 30, 2015, Ohio House Bill 64, the state's biennial budget, was signed into law. Section 305.190 of the bill establishes the Comprehensive Case Management and Employment Program (CCMEP). CCMEP serves youth ages 14-24 and is funded by WIOA and TANF funds. Guidance for CCMEP may be accessed at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.

**V SCOPE OF WORK**

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

**A. Contractor Responsibilities**

1. The Contractor shall make available Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for In-School Youth and Out-of-School Youth.
2. The Contractor shall pay all wages or stipends to participants.
3. The Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
4. The Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
5. The Contractor is responsible for monitoring each participant's activities after they are placed in Work Experience.
6. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
7. The Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
8. The Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
9. The Contractor may refer potential participants to the Purchaser for eligibility determination.
10. The Contractor shall employ the necessary staff to operate the program. When available, the Contractor's staff will also assist One-Stop customers in the OhioMeansJobs Center. If the Contractor's staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the CCMEP Youth or One-Stop activities.
11. The Contractor's staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Such policies include but are not limited to Policy Letter 03-2005 Work Experience for Youth and Policy Letter 02-2010 Youth Incentives. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable. Additional new stated guidance on the CCMEP is available at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.
12. The Contractor shall meet all service requirements of this contract. The Contractor's failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
13. The Contractor shall meet the performance standards specified in this contract. The Contractor's failure to meet these standards will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
14. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

**B. Purchaser Responsibilities**

1. The Purchaser will ensure that all participants are eligible for services pursuant to CCMEP WIOA/TANF and local policies and determine which funds will pay for the services. The Purchaser will notify the Contractor on completion of the participants' eligibility.
2. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
3. The Purchaser will pay all costs related to providing Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy Out-of-School Youth of Belmont County consistent with the provisions of Article VIII.
4. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

**C. Service Requirements**

The goal of the CCMEP WIOA/TANF youth program is to assist youth in making a successful transition to employment and further education to achieve self-sufficiency. The Contractor shall provide Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for Out-of-School Youth to help them meet this goal as follows and per Article IV: DEFINITIONS:

- **Financial Literacy:** Services to enhance an individual's ability to: create household budgets; initiate savings plans; make informed financial decisions; manage spending; credit and debt; increase awareness on the availability and significance of

credit reports; to understand, evaluate and compare financial products, services and opportunities; and to address the particular financial literacy needs of non-English speakers.

- **Leadership Development Opportunities:** Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.
- **Adult Mentoring:** One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.
- **Work Experience:** Opportunities that provide youth career exploration and skills development. Work experience must include academic and occupational education.
- **Recruitment:** The Contractor will assist the Purchaser in the recruitment of eligible youth for enrollment in program services.

**D. Contractual Performance Standards**

To reach the outcome and purpose stated herein, the performance of standards under this contract must meet the following standards:

**Performance Standards**

1. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth enrolled in Work Experience will receive a positive worksite evaluation.**
2. **Seventy percent (70%) of worksite employers participating in Work Experience for In-School and Out-of-School Youth will respond with a positive survey regarding their participation in the program.**
3. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey regarding their participation in their designated service(s) according to their Individual Opportunity Plan (IOP): Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy.**
4. **Seventy percent (70%) of In-School Youth enrolled in the CCMEP Program will participate and remain in the program for the school year.**
5. **53.4% of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma. This rate is subject to change based on the final outcome of negotiations with the ODJFS.**
6. **The Contractor must not spend less than 20% of the WIOA portion of CCMEP allocated under this contract on Work Experience. This may be in either or both the in-school and out-of-school WIOA category. This may include participant Work Experience wages and the Contractor's staff costs for the development and management of Work Experience. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.**
7. **The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. This report will be due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) to the last day of the month.**

The Contractor's failure to meet these Contractual Performance Measures will result in the following:

- A. Submission of a correction action plan by the Contractor to the Purchaser outlining the reason for not meeting the performance measures and actions to be implemented to achieve the performance measures; or
- B. Termination of this contract by the Purchaser due to the Contractor's failure to meet the performance measures specified in this contract (Reference Article XXIII Termination and Article XXIV Breach of Contract).

**Contractual Reviews**

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to the participants.

**E. Performance Reporting**

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) to the last day of that month.

The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) to the last day of that month.

The Purchaser and Contractor will determine the format of these reports.

The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and modification at the Purchaser's discretion.

**F. Evaluation and Monitoring**

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-site and on-site activities including file inspection, program observation and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants and other employees. The Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

**VI AVAILABILITY OF FUNDS**

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$457,723.00. This is further restricted as follows:

\$302,905.00 is CCMEP TANF Funds (CFDA #93.558)

Of this funding, \$197,260.00 is allocated toward Work Experience; \$42,432.00 is allocated toward Leadership Development; \$42,432.00 is allocated toward Adult Mentoring; and \$20,781.00 is allocated toward Financial Literacy.

\$25,000.00 is CCMEP TANF Administration Funds (CFDA #93.558)

\$129,818.00 is WIOA Youth Funds (CFDA #17.259) and of the WIOA funds

Of this funding, \$84,540.00 is allocated toward Work Experience; \$18,186.00 is allocated toward Leadership Development; \$18,186.00 is allocated toward Adult Mentoring; and \$8,906.00 is allocated toward Financial Literacy.

Work Experience proposal includes 84 youth served working approximately 177 hours each for an average of \$3,354.76 per youth. 84 youth are expected to be served in the Leadership Development at a per youth cost of \$721.64. 84 youth are expected to be participating in the Adult Mentoring at a per unit cost of \$721.64. Ten out of school youth are anticipated to be served by the Financial Literacy component at a cost of \$2,968.70 per youth.

ALLOCATION	ORIGINAL AWARD DATE	BUDGET REFERENCE	CFDA#	LIQUIDATION DATE	AWARD I.D./FAIN#
<b>(PA) Public Assistance</b>					
CCMEP TANF Admin - CDJFS Lead	10/1/2022	JFSCACMA	93.558	12/31/2023	2301OHTANF
CCMEP TANF Reg - CDJFS Lead	10/1/2022	JFSCACMP	93.558	12/31/2023	2301OHTANF
<b>(WIOA) Workforce Innovation and Opportunity Act</b>					
CCMEP WIOA Youth Admin (PY22)	7/1/2022	JFSCWADM	17.259	9/30/2024	AA385492255A39
CCMEP WIOA Youth Program (PY21)	7/1/2021	JFSCWCWY	17.259	9/30/2023	AA363392155A39
CCMEP WIOA Youth Program (PY22)	7/1/2022	JFSCWCWY	17.259	9/30/2024	AA385492255A39

Omni circular data:  
No R&D. No indirect rate.

**All financial obligations of the Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.**

**VII ALLOWABLE COSTS**

The Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

**VIII BILLING, PAYMENT AND COSTS**

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10<sup>th</sup>) day of the following month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to

- Failure to meet services requirements;
- A. Failure to meet performance standards;
- B. Failure to meet performance reporting requirements; and
- C. Failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Administrative Staff Wages and Fringes	\$25,587.00
Operating Staff Wages and Fringes	\$133,426.00
Participant Wages and Fringes	\$247,262.00
Operating Expenses	\$43,026.00
Administrative Expenses	\$8,422.00
<b>TOTAL COST:</b>	<b>\$457,723.00</b>
<b>MAXIMUM AUTHORIZED REIMBURSEMENT AMOUNT:</b>	<b>\$457,723.00</b>

**IX DUPLICATE BILLING**

The Contractor warrants that claims made to the Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by the Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit the use of multiple sources of funds, public or private, to serve participants as long as each service is not paid for more than once.

**X AUDIT RESPONSIBILITY AND REPAYMENT**

The Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio or local audit directly related to the performance of this contract.

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be reissued.

The Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

**XI DISPOSITION OF ASSETS**

Assets purchased under this agreement shall be the property of the Purchaser and shall be delivered to the Purchaser when the terms of this contract expire.

**XII WARRANTY**

The Contractor warrants that its services shall be performed in a professional and work-like manner in accordance with applicable professional standards.

**XIII INSURANCE**

The Contractor shall comply with laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract and keep in full effect Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement and at the Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

**XIV NOTICE**

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

**XV AVAILABILITY AND RETENTION OF RECORDS**

In addition to the responsibilities delineated in other articles, the Contractor is specifically required to retain and make available to the Purchaser all records relating to the performance of services under this contract including all supporting documentation necessary for



audit by the Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, the Contractor shall retain such records until the audit is concluded and all issues are resolved.

**XVI CONFIDENTIALITY**

The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its consumers concerning the confidentiality of its consumers. The Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. The Contractor understands that the use or disclosure of information concerning the Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

**XVII CONFLICT OF INTEREST AND DISCLOSURE**

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as this other work does not interfere with the Contractor's performance of services under this contract. The Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of the Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract. The Contractor will report the discovery of any potential conflict of interest to the Purchaser. Should a conflict of interest be discovered during the term of this contract, the Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modification.

The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a county employee has with the Contractor or in its business.

**XVIII COMPLIANCE**

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations including applicable OMB Circulars, Ohio laws and regulations including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Development Board's policy in the performance of work under this contract.

The Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions and any and all other taxes or payroll deductions required for the performance of the work required hereunder by the Contractor's employees.

The Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

**XIX RELATIONSHIP**

Nothing in this contract is intended or shall be interpreted to constitute a partnership, association or joint venture between the Contractor and the Purchaser. The Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on the Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

**XX ASSIGNMENTS**

The Contractor shall not assign this contract without express, prior, written approval of the Purchaser.

**XXI SUBCONTRACTS**

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior, written approval of the Purchaser. In the even the Purchaser approves of a subcontract of all or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder including delivering services, reporting performance and assisting with evaluation and monitoring as described in this contract. The Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

**XXII INTEGRATION, MODIFICATION AND AMENDMENT**

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid with Article X of this agreement.

**XXIII TERMINATION**

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

**XXIV BREACH OF CONTRACT**

Should either party fail to perform as required under this contract that failure of performance shall be a breach of this contract and will trigger the other party's right of termination, cancellation, remuneration, repayment, rescission and modification as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract at its discretion.

**XXV WAIVER**

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract nor a waiver of a subsequent breach of the same provision or conditions.

**XXVI INDEMNIFICATION**

The Contractor agrees to protect, defend, indemnify and hold free and harmless the Purchaser, its officers, employees and agents, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor, its officers, agents, employees and independent contractors.

The Contractor shall pay all damages, costs and expenses of the Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

**XXVII GOVERNING LAW AND FORUM**

This contract and any modifications and amendments thereto shall be governed by and construed under the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

**XXVIII SEVERABILITY**

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

**XXIX NON-DISCRIMINATION**

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Title VI and VII of the Civil Rights Act of 1964 as amended,

Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, the Contractor will not discriminate against any employee, contract worker or applicants for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous spaces, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor or any person claiming through the Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract or in reference to any contractors or subcontractors of the Contractor.

**XXX CHILD SUPPORT ENFORCEMENT**

The Contractor agrees to cooperate with the Purchaser, ODJFS and other child support enforcement agency in ensuring that the Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, the Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

In compliance with the Ohio Revised Code, the Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. The Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to the Purchaser’s Ohio Works First customers.

**XXXII DRUG-FREE WORKPLACE**

The Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**XXXIII COPELAND “ANTI-KICKBACK” ACT**

The Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

**XXXIV DAVIS-BACON ACT**

The Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFR Part 5.

**XXXV CONTRACT WORK HOURS AND SAFETY STANDARD ACT**

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

**XXXVI PUBLIC RECORDS**

This contract is a matter of public records under the laws of the State of Ohio. The Contractor agrees to make copies of this contract promptly available to the requesting party.

**XXXVII CLEAN AIR ACT**

The Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

**XXXVIII ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**XXXIX COPYRIGHTS AND RIGHTS IN DATA**

The Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133).

**XL PATENT RIGHTS**

The Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Departments and Agencies dated February 18, 1983 and Executive Order 12591.

**XLI PROCUREMENT**

The Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser

**SIGNATURES:**

<u>Jeffery Felton /s/</u>	<u>6-23-2023</u>
<b>Jeffery Felton, Director</b>	<b>Date</b>
Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville, OH 43950 (740)579-0279	
<u>J. P. Dutton /s/</u>	<u>7/11/23</u>
<b>J. P. Dutton, Belmont County Commissioner</b>	<b>Date</b>
<u>Jerry Echemann /s/</u>	<u>7-11-23</u>
<b>Jerry Echemann, Belmont County Commissioner</b>	<b>Date</b>
<u>Josh Meyer /s/</u>	<u>7/11/23</u>
<b>Josh Meyer, Belmont County Commissioner</b>	<b>Date</b>
<u>Alaire Mancz /s/</u>	<u>7/3/2023</u>
<b>Alaire Mancz, Director</b>	<b>Date</b>
Community Action Commission of Belmont County 153 ½ West Main Street St. Clairsville, OH 43950 (740)695-0293	
<b>Approved as to form:</b>	
<u>David K. Liberati /s/</u>	<u>6/23/2023</u>
<b>Belmont County Prosecutor</b>	<b>Date</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MODIFICATION NO. 1 TO THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY**

**SERVICES AND SINCLAIR BROADCAST GROUP**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign Modification No.1 to the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and Sinclair Broadcast Group, entered into on July 6, 2022, to extend the Outreach Services for the Workforce Development Area 16 (WDA16) services through June 30, 2024.

*Note: This extension is for \$97,060.00 in funding for the program year, July 1, 2023 through June 30, 2024.*

**Modification #1 to the  
Performance of Services – Area wide One-stop Operator  
Contract Period for Revision: July 1, 2023, 2022 to June 30, 2024**

**PARTIES**

The parties to this agreement are as follows:

**Purchaser:** The Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville OH 43950  
740-695-1075

**Contractor:** Sinclair Broadcast Group  
9 Red Donley Plaza  
Mingo Junction OH 43938  
740-381-0078

This modification is to extend the Outreach Services for the Workforce Development Area 16 (WDA16) services through June 30, 2024. This contract was originally competitively procured in 2022 with the ability to extend annually up to three (3) additional years to June 30, 2026, with approval from the WDB16 and Council of Governments (COG). This extension is for \$97,060 in funding for the program year, July 1, 2023, through June 30, 2024. All other terms and conditions of this contract remain in effect.

**Signatures**

<u>Jeffery Felton /s/</u> Jeffery Felton, Director Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950	<u>6/7/2023</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton Belmont County Commissioner	<u>7/17/23</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann Belmont County Commissioner	<u>7-17-23</u> Date
<u>Josh Meyer /s/</u> Josh Meyer Belmont County Commissioner	<u>7/17/23</u> Date
<u>Jennifer McFadden /s/</u> Jennifer McFadden Sinclair Broadcast Group 9 Red Donley Plaza Mingo Junction OH 43938	<u>6/7/2023</u> Date
<u>Nicole Paulette /s/</u> WIOA16 Workforce Development Board Chair Approved as to form:	<u>7/4/2023</u> Date
<u>David Liberati /s/</u> Belmont County Prosecutor	<u>6/7/2023</u> Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PROPOSAL FROM  
ERB ELECTRIC/SOBC COMMUNITY BUILDING**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the proposal from ERB Electric, in the amount of \$4,665.00, to furnish and install the following items needed for the Senior Services of Belmont County – Community Building:

- Two TV’s with wall brackets.
- HDMI to kitchen TV
- Receptacles for TV
- Mount PC provided by Digital Data

*Note: The TV’s will be used as monitors that display in the driver area and kitchen. The display will include changes to the current day’s meal counts.*

Upon roll call the vote was as follows:

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

Mr. Dutton said SSOBC has a great set up for meal preparation. A route was added to make sure things are running smoothly.

**IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING  
THE ISSUANCE OF NOT TO EXCEED \$2,500,000.00 OF NOTES TO  
RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF  
THE COST OF ROAD IMPROVEMENTS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution authorizing the issuance of not to exceed \$2,500,000.00 of notes to renew notes previously issued to pay part of the cost of road improvements.

ENTERED IN COMMISSIONERS’ JOURNAL  
NO.107 PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o’clock a.m., on July 11, 2023, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Dutton                      Mr. Echemann                      Mr. Meyer

Absent: \_\_\_\_\_

There was presented to the Board a Certificate As To Maximum Maturity of Bonds and Bond Anticipation Notes signed by the County Auditor.

Mr. Dutton moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO  
RESOLUTION NO. N/A

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,500,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF ROAD IMPROVEMENTS.

WHEREAS, this Board of County Commissioners of the County of Belmont, Ohio (the "County") has heretofore determined the necessity of constructing road improvements in the Mall Road area of the County (the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is eighteen (18) years, and of notes to be issued in anticipation thereof is ten (10) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from service payments in lieu of taxes and other payments received by the County with respect to the Project and the general revenues of the County (collectively, the "Revenues"); and

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$2,500,000 are about to mature and should be renewed in a principal amount not to exceed \$2,500,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$2,500,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately August 1, 2024, shall bear interest at the rate of approximately seven percent (7%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding eighteen (18) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in a principal amount not to exceed \$2,500,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding seven percent (7%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Note during the 15day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "Road Improvement Bond Anticipation Notes, Series 2023 (Sixth Renewal)" or as otherwise provided in the Certificate of Award.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such consolidated note issue is referred to herein as the "Consolidated Note Issue."

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

The Notes may be designated or deemed designated as “qualified taxexempt obligations” to the extent permitted by Section 265(b)(3) of the Code, as determined by the County Auditor without further action of this Board in the Certificate of Award. If so designated by the County Auditor, the County Auditor shall find and determine that the reasonable anticipated amount of qualified taxexempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and will covenant on behalf of this Board that, during such year, the amount of taxexempt obligations issued by the County and designated as “qualified taxexempt obligations” for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of taxexempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 10. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That at least two members of this Board of County Commissioners and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes as a part of the Consolidated Notes Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 12. That the County Auditor, at least any two members of this Board of County Commissioners, or any other authorized individuals, individually or in any combination, are hereby authorized to execute any and all necessary agreements, certificates, and other documentation in order to effectuate the issuance and delivery of the Notes.

SECTION 13. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 14. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

**SECTION 15. That this resolution shall take effect immediately upon its adoption.**

Mr. Echemann seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Dutton \_\_\_\_\_ Mr. Echemann \_\_\_\_\_ Mr. Meyer \_\_\_\_\_

NAYS: \_\_\_\_\_

**ADOPTED, this 11th day of July, 2023.**

Bonnie Zuzak /s/  
Clerk  
Board of County Commissioners  
County of Belmont, Ohio

**IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,600,000.00 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF ACQUIRING AND RENOVATING TWO BUILDINGS TO HOUSE AGENCIES, DEPARTMENTS, BOARDS, OR COMMISSIONS OF THE COUNTY, WITH RELATED FURNITURE, FIXTURES AND EQUIPMENT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution authorizing the issuance of not to exceed \$4,600,000.00 of notes to renew notes previously issued to pay part of the cost of acquiring and renovating two buildings to house agencies, departments, boards, or commissions of the county, with related furniture, fixtures and equipment.

ENTERED IN COMMISSIONERS’ JOURNAL  
NO. 107, PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o’clock a.m., on July 11, 2023, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Dutton \_\_\_\_\_ Mr. Echemann \_\_\_\_\_ Mr. Meyer \_\_\_\_\_

Absent: \_\_\_\_\_

There was presented to the Board a Certificate As To Maximum Maturity of Bonds and Bond Anticipation Notes signed by the County Auditor.

Mr. Dutton moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO  
RESOLUTION NO. N/A

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,600,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF ACQUIRING AND RENOVATING TWO BUILDINGS TO HOUSE AGENCIES, DEPARTMENTS, BOARDS, OR COMMISSIONS OF THE COUNTY, WITH RELATED FURNITURE, FIXTURES AND EQUIPMENT.

WHEREAS, this Board of County Commissioners of the County of Belmont, Ohio (the “County”) has heretofore determined the necessity of acquiring and renovating two buildings to house agencies, departments, boards, commissions, or courts of the County, with related furniture, fixtures and equipment (the “Project”); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is twenty-six (26) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from revenues, other than revenues from unvoted County property taxes, derived from leases or other agreements between the County and those agencies, departments, boards or commissions relating to the use of the Project, and on such notes from such revenues and proceeds of such bonds or renewal notes (collectively, the “Revenues”);

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$4,600,000 are about to mature and should be renewed in a principal amount not to exceed \$4,600,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$4,600,000 for the purpose of paying part of the cost of the Project, including “financing costs” as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately August 1, 2024, shall bear interest at the rate of approximately seven percent (7%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding twenty-six (26) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$4,600,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding seven percent (7%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Note during the 15day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "Building Improvement and Renovation Bond Anticipation Notes, Series 2023 (Fourth Renewal)" or as otherwise provided in the Certificate of Award.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such Note issue is referred to herein as the "Consolidated Note Issue".

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

The Notes may be designated or deemed designated as "qualified taxexempt obligations" to the extent permitted by Section 265(b)(3) of the Code, as determined by the County Auditor without further action of this Board in the Certificate of Award. If so designated by the County Auditor, the County Auditor shall find and determine that the reasonable anticipated amount of qualified taxexempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and will covenant on behalf of this Board that, during such year, the amount of taxexempt obligations issued by the County and designated as "qualified taxexempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of taxexempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 10. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That at least two members of this Board of County Commissioners and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes as a part of the Consolidated Notes Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 12. That the County Auditor, at least any two members of this Board of County Commissioners, or any other authorized individuals, individually or in any combination, are hereby authorized to execute any and all necessary agreements, certificates, and other documentation in order to effectuate the issuance and delivery of the Notes.

SECTION 13. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 14. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

**SECTION 15. That this resolution shall take effect immediately upon its adoption.**

Mr. Echemann seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Dutton \_\_\_\_\_ Mr. Echemann \_\_\_\_\_ Mr. Meyer \_\_\_\_\_

NAYS: \_\_\_\_\_

**ADOPTED, this 11th day of July, 2023.**

Bonnie Zuzak /s/  
Clerk  
Board of County Commissioners  
County of Belmont, Ohio

**IN THE MATTER OF ADOPTING THE RESOLUTION CONSOLIDATING UP TO TWO BOND ANTICIPATION NOTE ISSUES OF THE COUNTY OF BELMONT, OHIO INTO A CONSOLIDATED NOTE ISSUE, AND ESTABLISHING THE TERMS OF SUCH CONSOLIDATED NOTE ISSUE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution consolidating up to two bond anticipation note issues of the county of Belmont, Ohio into a consolidated note issue, and establishing the terms of such consolidated note issue.

CONSOLIDATING RESOLUTION  
ENTERED IN COMMISSIONERS' JOURNAL  
NO. 107, PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o'clock a.m., on July 11, 2023, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Dutton \_\_\_\_\_ Mr. Echemann \_\_\_\_\_ Mr. Meyer \_\_\_\_\_

Absent: \_\_\_\_\_

Mr. Dutton moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO  
RESOLUTION NO. N/A

RESOLUTION CONSOLIDATING UP TO TWO BOND ANTICIPATION NOTE ISSUES OF THE COUNTY OF BELMONT, OHIO INTO A CONSOLIDATED NOTE ISSUE, AND ESTABLISHING THE TERMS OF SUCH CONSOLIDATED NOTE ISSUE.

WHEREAS, this Board of County Commissioners has adopted two resolutions authorizing the following general obligation bond anticipation note issues pursuant to Chapter 133 of the Ohio Revised Code for the purposes indicated: (i) not to exceed \$2,500,000 Road Improvement Bond Anticipation Notes, Series 2023 (Sixth Renewal) for the purpose of renewing notes previously issued for the purpose of paying part of the costs of constructing road improvements in the Mall Road area of the County; and (ii) not to exceed \$4,600,000 Building Improvement and Renovation Bond Anticipation Notes, Series 2023 (Fourth Renewal) for the purpose of renewing notes previously issued for the purpose of paying part of the costs of acquiring and renovating two buildings to house agencies, departments, boards, commissions, or courts of the County, with related furniture, fixtures and equipment (such note issues are collectively referred to as the "2023 Series Notes"); and

WHEREAS, this Board of County Commissioners desires to authorize the issuance and sale of some or all of the 2023 Series Notes on a consolidated basis pursuant to Section 133.30(B) of the Ohio Revised Code and this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio:

SECTION 1. That pursuant to the provisions of Section 133.30(B) of the Ohio Revised Code, some or all of the 2023 Series Notes, as determined by the County Auditor in the Certificate of Award, as hereinafter defined, without further action of this Board of County Commissioners, shall be consolidated into a single note issue which shall be designated "Various Purpose Refunding Bond Anticipation Notes, Series 2023" or as otherwise provided in the Certificate of Award (such consolidated notes are hereinafter referred to as the "Consolidated Notes").

SECTION 2. That the Consolidated Notes shall be issued under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. The Consolidated Notes shall (i) be dated as of the same date as the 2023 Series Notes included in the Consolidated Notes, (ii) be in a principal amount equal to the sum of the aggregate principal amounts of such 2023 Series Notes, (iii) be numbered from R1 upwards in order of issuance, (iv) be of the denominations of \$100,000 or more requested by the purchaser, (v) mature on the date such 2023 Series Notes mature in an amount equal to the sum of the maturity amounts for such 2023 Series Notes for such date, and (vi) bear interest payable at maturity at a rate equal to the rate of interest on such 2023 Series Notes.

The Consolidated Notes shall not be subject to call for redemption at any time prior to maturity, unless otherwise set forth in the Certificate of Award.

It is hereby determined by this Board of County Commissioners that the issuance of the Consolidated Notes provided herein are in the best interests of the County and that the maturity provisions set forth above are consistent with the aggregate of the separate maturities of the respective resolutions authorizing the 2023 Series Notes.

SECTION 3. That the Consolidated Notes shall express upon their faces a summary statement of purposes encompassing the purposes stated in the resolutions authorizing the 2023 Series Notes and that they are issued in pursuance of this resolution. The Consolidated Notes shall be in fully registered form without coupons, shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimile signatures. The Consolidated Notes shall be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company to be designated the County Auditor in the Certificate of Award (as hereinafter defined) without further action of this Board of County Commissioners as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, without deduction for exchange, collection or service charges, to the person whose name appears on the Note registration records as the registered holder thereof. The Consolidated Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

The Consolidated Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Consolidated Note during the 15day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Consolidated Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

The County and the Paying Agent and Registrar may deem and treat the registered holders of the Consolidated Notes as the absolute owners thereof for all purposes, and neither the County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That the provisions of the respective resolutions authorizing the 2023 Series Notes included in the Consolidated Notes relating to security and sources of payment, federal tax status of such 2023 Series Notes and of interest payable thereon, are hereby incorporated by reference into this resolution and the Consolidated Notes.

SECTION 5. That the Consolidated Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the "Purchaser") at not less than 100% of the principal amount thereof plus accrued interest to the date of delivery, as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award") pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The Clerk, acting as the Clerk of this Board, at

least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Consolidated Notes (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Consolidated Notes to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Consolidated Notes pursuant to the provisions of the Purchase Agreement. The proceeds from the sale of the Consolidated Notes, except as any premium and accrued interest received, shall be apportioned, deposited and credited in accordance with Section 133.32 of the Ohio Revised Code to the respective purposes and funds in accordance with the amount of each issue of 2023 Series Notes and for which purposes such proceeds are hereby appropriated. Any premium and accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of the Consolidated Notes in the manner provided by law.

SECTION 6. That for purposes of this resolution, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Consolidated Notes may be transferred only through a book entry, and (ii) physical Consolidated Note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Consolidated Notes "immobilized" to the custody of the Depository, and the book entry maintained by others than this County is the record that identifies the owners of beneficial interests in those Consolidated Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Consolidated Notes or principal and interest, and to effect transfers of Consolidated Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Consolidated Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Consolidated Notes, notwithstanding any other provision of this resolution. If and as long as a book entry system is utilized with respect to any of such Consolidated Notes: (i) there shall be a single Consolidated Note of each maturity; (ii) those Consolidated Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Consolidated Notes in book entry form shall have no right to receive Consolidated Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Consolidated Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Consolidated Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Consolidated Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this County's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Consolidated Notes as provided in this resolution.

The Paying Agent and Registrar may, with the approval of this County, enter into an agreement with the beneficial owner or registered owner of any Consolidated Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Consolidated Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this resolution, without prior presentation or surrender of the Consolidated Note, upon any conditions which shall be satisfactory to the Paying Agent and Registrar. That payment in any event shall be made to the person who is the registered owner of that Consolidated Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Consolidated Notes. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this resolution.

The County Auditor is authorized and directed without further action of this Board of County Commissioners to execute, acknowledge and deliver, in the name of and on behalf of this County, a blanket letter agreement between this County and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Consolidated Notes to the Depository for use in a book entry system, and to take all other actions they deem appropriate in issuing the Consolidated Notes under a book entry system.

If any Depository determines not to continue to act as Depository for the Consolidated Notes for use in a book entry system, this County and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this resolution. If this County and the Paying Agent and Registrar do not or are unable to do so, this County and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Consolidated Notes from the Depository and authenticate and deliver Consolidated Note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Consolidated Notes), if the event is not the result of action or inaction by this County or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 7. That the County Auditor is hereby authorized without further action of this Board of County Commissioners to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Consolidated Notes, in each case in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 8. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Consolidated Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above.

SECTION 9. That the County Auditor, at least any two members of this Board of County Commissioners, or any other authorized individuals, individually or in any combination, are hereby authorized to execute any and all necessary agreements, certificates, and other documentation in order to effectuate the issuance and delivery of the Consolidated Notes.

SECTION 10. That the Clerk of this Board of County Commissioners, is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 11. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

**SECTION 12. That this resolution shall take effect immediately upon its adoption.**

Mr. Echemann seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Dutton Mr. Echemann Mr. Meyer

NAYS: \_\_\_\_\_

**ADOPTED, this 11th day of July, 2023.**

Bonnie Zuzak /s/  
Clerk  
Board of County Commissioners  
County of Belmont, Ohio



**DINSMORE & SHOHL, LLP, TO ACT AS BOND COUNSEL FOR NOT TO EXCEED \$7,100,000.00 VARIOUS PURPOSE REFUNDING BOND ANTICIPATION NOTES, SERIES 2023 OF THE COUNTY OF BELMONT, OHIO**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Engagement Letter with Dinsmore & Shohl, LLP, to act as Bond Counsel for Not to Exceed \$7,100,000.00 Various Purpose Refunding Bond Anticipation Notes, Series 2023 of the County of Belmont, Ohio. Upon roll call the vote was as follows:

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

**Bond anticipation notes:** Present Andy Brossart, Bradley Payne and Joshua Grossman, Dinsmore & Shohl.

Mr. Dutton said the notes are for the Mall Commons Road project and renovating the former Health Plan buildings for the Board of Elections and Divisional Courts. Mr. Brossart said Belmont County’s credit rating remains good. He said the county did a great job locking into a low interest rate of 1.25% for water and sewer projects. Mr. Dutton noted that at one time the county’s debt for buildings was \$19 million. The county has paid off debt for the Senior Services building, expansion of the jail and the sewer upgrade at Morristown area. Mr. Dutton said they have made good progress on paying down the debt for the former Health Plan buildings and are debating whether to pay it off a bit earlier. The payments are made with revenue that the county receives from casino funds.

**School Clothes for Kids:** Present: Jack Regis, Jr., Fiscal Administrator with Job and Family Services.

Mr. Regis said this is the 9<sup>th</sup> year for the program. The agency has spent \$5.4 million of federal dollars so far on the program at the Ohio Valley Mall. The funding comes from the Temporary Assistance for Needy Families (TANF) funds. Approximately 2,000 children are helped every year. Mr. Dutton said, “All of us here can’t say enough about how well run this program is. It goes for a very good purpose. It allows the children of Belmont County to get off the school year with a little better start than they would have otherwise.” Mr. Regis said the Belmont County Community Action Commission is helpful providing funding for families that may be a little over the income guidelines. Mr. Regis said another program funded with TANF dollars is the Backpack program through the Belmont County Farm Bureau that provides food for children to eat during the weekends.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:45 A.M**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator (via phone), pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of public employees. Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:26 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:26 a.m. Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session this is no action to be taken at this time.

**RECESS**

**Belmont County Budget Hearing FY 2024-Present:** Fiscal Clerk Jaclynn Smolenak

Mr. Dutton said this is an annual hearing and the start of the budget process. Per Ohio Revised Code the county can not operate on a deficit. He said reports received from revenue receipts towards the end of May shows an increase from 2022 at this time. Budget requests are received from each department which will be reviewed. Budget hearings will start early September and will be held with all departments. Mr. Dutton said they take the budget very seriously and just because there is an increase in tax revenue does not mean there will be increase in expenditures.

**IN THE MATTER OF APPROVING AND HEREBY SUBMIT THE BELMONT COUNTY BOARD OF COMMISSIONERS’ ANNUAL BUDGET FOR FISCAL YEAR COMMENCING JANUARY 1, 2024**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and hereby submit the Belmont County Board of Commissioners’ Annual Budget for the fiscal year commencing January 1, 2024 for consideration by the County Budget Commission.

Upon roll call the vote was as follows:

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

**Bid Opening-Engineer’s Project 23-14 BEL-CR120-0.35 (Douglass Road) & BEL-CR128-1.63 (Boston Road) Slide Repair**

**IN THE MATTER OF BID OPENING FOR ENGINEER’S PROJECT 23-14 BEL-CR120-0.35 & BEL-CR128-1.63 SLIDE REPAIR**

This being the day and 10:45 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Engineers Project 23-14 BEL-CR120-0.35 & BEL-CR128-1.63 Slide Repair; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
OH-WV Excavating P.O. Box 128 Powhatan Point, OH 43942	X	\$348,213.00
Craig Edward Susany 13535 Market Street N. Lima, OH 44452	X	\$365,847.00

Engineers Estimate: \$344,000.00

Present: Belmont County Assistant Engineer Dan Boltz and Dennis Policka, OH-WV Excavating.

Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the Belmont County Engineer’s **Project 23-14 BEL-CR120-0.35 & BEL-CR128-1.63 Slide Repair** to Belmont County Engineer Terry Lively for review and recommendation.

July 11, 2023

Upon roll call the vote was as follows:

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

**RECESS**

**Bid Opening-Engineer's Project 23-15 BEL-CR34-2.52 (Hospital Road) & BEL-CR56-5.02 (Mt. Victory Road) Slide Repair**

**IN THE MATTER OF BID OPENING FOR ENGINEER'S PROJECT 23-15 BEL-CR34-2.52 & BEL-CR56-5.02 SLIDE REPAIR**

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Engineers Project 23-15 BEL-CR34-2.52 & BEL-CR56-5.02 Slide Repair; they proceeded to open the following bids:

<b>NAME</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>
<b>OH-WV Excavating P.O. Box 128 Powhatan Point, OH 43942</b>	<b>X</b>	<b>\$219,232.00</b>
<b>Craig Edward Susany 13535 Market Street N. Lima, OH 44452</b>	<b>X</b>	<b>\$252,027.00</b>

Engineers Estimate: \$236,995.00

Present: Belmont County Assistant Engineer Dan Boltz and Dennis Policka, OH-WV Excavating.

Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the Belmont County Engineer's **Project 23-15 BEL-CR34-2.52 & BEL-CR56-5.02 Slide Repair** to Belmont County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

**RECESS**

July 11, 2023

**Reconvened at 1:12 with no further business to be had.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 1:12 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:12 p.m.  
Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes

July 11, 2023

Mr. Meyer                      Yes

Read, approved and signed this 19th day of July, 2023.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ COUNTY COMMISSIONERS

We, J. P. Dutton 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.

\_\_\_\_\_ PRESIDENT  
\_\_\_\_\_ CLERK