

St. Clairsville, Ohio

July 24, 2024

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

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

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

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

**IN THE TOTAL AMOUNT OF \$3,830,163.18**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stabilization	E-0064-A002-A06.000 Transcripts	\$10,000.00

**B00 DOG & KENNEL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1600-B000-B09.004 Workers Comp	E-1600-B000-B13.006 Hospitalization	\$3,000.00
E-1600-B000-B10.005 Medicare	E-1600-B000-B13.006 Hospitalization	\$10,000.00

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S66.003 PERS	\$3,342.05
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S70.005 Medicare	\$18.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**A00 GENERAL FUND AND B00 DOG & KENNEL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stabilization	R-1600-B000-B11.574 Transfers In	\$200,000.00

**P05 WWS CAPITAL IMPROVEMENTS AND N22 WATER WORKS FUND/BCWSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$412,850.43

**P53 SANITARY SEWER DISTRICT FUND AND N14 SSD CAPITAL IMPROVEMENT FUND/BCWDS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3705-P053-P16.074 Transfers Out	R-9014-N014-N07.574 Transfers In	\$86,409.60

**W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM AND A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$3,852.17

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the July 24, 2024 date:

**A00 GENERAL FUND**

E-0111-A001-E02.002	Salary	\$3,391.78
E-0111-A001-E09.003	PERS	\$460.39

**E09 NEXT GENERATION 9-1-1 FUND**

E-2209-E009-E01.011	Contract Services	\$9,004.76
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**E10 911 FUND**

E-2200-E010-E07.000	Other Expenses	\$2,392.17
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**K00 M.V.G.T. FUND/ENGINEER**

E-2812-K000-K12.000	Material	\$50,000.00
E-2813-K000-K30.013	Contracts-Projects	\$46,349.12

**S30 OAKVIEW JUVENILE REHABILITATION**

E-8010-S030-S40.000	Grant Holding Account	\$20,507.76
E-8010-S030-S51.002	Salaries	\$583,170.60
E-8010-S030-S53.000	Medical	\$220.00
E-8010-S030-S54.000	Food	\$8,006.55
E-8010-S030-S55.010	Supplies	\$3,251.78
E-8010-S030-S56.000	Motor Vehicles	\$1,250.00
E-8010-S030-S57.000	Travel & Staff Development	\$1,750.00
E-8010-S030-S58.000	Communications	\$14,975.00
E-8010-S030-S59.000	Fuel/Utilities	\$36,931.00
E-8010-S030-S60.000	Maintenance & Repair	\$8,435.50
E-8010-S030-S62.000	Printing	\$25.00
E-8010-S030-S63.000	General	\$5,375.00
E-8010-S030-S65.000	Indirect Costs	\$6,250.00

E-8010-S030-S66.003	PERS	\$51,958.73
E-8010-S030-S67.004	Workers Comp	\$14,845.35
E-8010-S030-S68.006	Hospitalization	\$126,140.00
E-8010-S030-S69.007	Unemployment Compensation	\$3,711.34
E-8010-S030-S70.005	Medicare	\$5,381.44
E-8010-S030-S71.000	Education/Recreation	\$1,000.00
<b><u>W80 PROSECUTORS-VICTIM ASSISTANT PROGRAM</u></b>		
E-1511-W080-P01.002	Salary	\$3,852.17
E-1511-W080-P02.010	Supplies	\$375.00
E-1511-W080-P03.000	Travel	\$35.00
<b><u>SHERIFF/VARIOUS FUNDS</u></b>		
E-0131-A006-A09.000	Medical	\$647.73
E-0131-A006-A17.010	Cruisers	\$235.00
E-0131-A006-A20.000	False Alarms	\$300.00
E-0131-A006-A23.000	Background	\$84.00
E-0131-A006-A24.000	E-SORN	\$255.00
E-0131-A006-A26.000	K-9	\$150.00
E-0131-A006-A32.000	Warrant Fee	\$396.92
E-1652-B016-B02.000	DUI	\$25.00
E-5100-S000-S01.010	Commissary	\$14,193.46
E-5101-S001-S06.000	CCW License	\$576.00
E-5101-S001-S07.012	CCW Equipment	\$872.00
E-9710-U010-U06.000	Reserve	\$286.73

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated July 24, 2024, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE FINAL SALES & USE TAX DISTRIBUTION REPORT FOR MAY 2024**

Motion made by Mr. Echemann, seconded by Mr. Meyer to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Auditor's Office:

- Final Sales & Use Tax Distribution Report for the month of May 2024.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows: DJFS-Jeffery Felton to Columbus, OH, on August 5-6, 2024, to attend the OhioRise Work Group-Ohio Dept. of Medicaid ODM. Estimated expenses: \$394.10. Cindy Berry to Westerville, OH, on August 26, 2024, to attend the Leadership and Fiscal Training. Estimated expenses: \$872.82. Jennifer Sechrest, Larisa Ponzani, Kim Rico and Corey Alexander to Columbus, OH, on October 20-22, 2024. Estimated expenses: \$3,767.00.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of July 17, 2024.

Upon roll call the vote was as follows:

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

Mr. Echemann made the following announcement- The Belmont County Board of Commissioners is accepting applications to fill positions on the Belmont County Community Action Commission Governing Board. Applications will be accepted through July 26, 2024. Interested parties may stop in or contact the Commissioners' office at (740-699-2155) to request an application.

**IN THE MATTER OF HIRING KRISTY BELLVILLE AS FULL-TIME DEPUTY CLERK/EASTERN COURT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of Kristy Bellville, full-time Deputy Clerk at Belmont County Eastern Court, effective July 29, 2024 at pay grade 3 step 3.

Note: This is a replacement position.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
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July 24, 2024

Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING APPOINTMENTS TO THE BELMONT COUNTY PORT AUTHORITY BOARD OF DIRECTORS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the following appointments to the Belmont County Port Authority Board for a four-year term, effective July 24, 2024 through July 23, 2028, pursuant to Ohio Revised Code 4582.03.

**Appointments:**

Mr. Brad Hudson, Barnesville

Mr. Ed Good, Shadyside

Mr. Glenn Giffin, Martins Ferry

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION TEMPORARILY REDUCING LEGAL AXLE LOAD LIMIT ON SMITH TOWNSHIP ROADS/ENGINEER**

Motion made by Mr. Echemann seconded by Mr. Meyer to adopt the following:

**RESOLUTION**

**Whereas**, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon; and

**Whereas**, the Belmont County Board of Commissioners have received a request from the Smith Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%); and

**Whereas**, the Belmont County Engineer has recommended that the Smith Township Trustees' request be granted.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Smith Township be reduced by fifty percent (50%) for the period beginning November 15, 2024 and ending April 15, 2025.

Upon roll call the vote was as follows:

Mr. Echemann	<u>Yes</u>
Mr. Meyer	<u>Yes</u>
Mr. Dutton	<u>Yes</u>

**IN THE MATTER OF APPROVING THE ESTIMATE FROM HOBART SERVICE/JAIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the estimate from Hobart Service, in the amount of \$4,169.00, to furnish labor and materials for necessary repairs on the dishwasher at the Belmont County Jail.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SELECT SCHEDULE ANNUAL EQUIPMENT MAINTENANCE CONTRACT FROM LEIDOS/COURTHOUSE**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Select Schedule Annual Equipment Maintenance Contract Proposal, Proposal No. S-2024-05.28, from Leidos Security Detection & Automation, Inc. in the amount of \$7,700.00, for the annual preventive maintenance of the x-ray scanner at the Belmont County Courthouse, for the period of July 1, 2024 through June 30, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE GRANT AGREEMENT FOR COMMUNITY CORRECTIONS FACILITIES BETWEEN THE STATE OF OHIO, DEPARTMENT OF YOUTH SERVICES AND OAKVIEW JUVENILE RESIDENTIAL CENTER**

Motion made by Mr. Meyer, seconded by Mr. Dutton to authorize Commission President Jerry Echemann to sign and enter into the Grant Agreement for Community Corrections Facilities between the State of Ohio, Department of Youth Services and the Oakview Juvenile Residential Center in the amount of \$2,670,536.00 for the period beginning July 1, 2024 to June 30, 2025.

**Ohio Department of Youth Services  
GRANT AGREEMENT FOR COMMUNITY CORRECTIONS FACILITIES**

This Grant Agreement is made and entered into by and between the State of Ohio, Department of Youth Services (hereinafter referred to as "Department") and the Oakview Juvenile Residential Center (hereinafter referred to as "Grantee") located in Belmont County.

The Grantee has made an application to the Department to fund a twenty-four-bed facility and has submitted a grant plan for the use of these funds. The Department approves funding for the Grantee in the sum of **\$2,670,536.00** for the period beginning **July 1, 2024**, and ending **June 30, 2025**, subject to the terms and conditions of this agreement.

**A. TERMS AND CONDITIONS:**

1. The Grantee agrees to implement the plan as outlined in the grant application submitted by the Grantee and approved by the Department (including any conditions hereafter imposed by the Department for purposes of provisional approval).
2. Grantee agrees to submit a budget plan which is reviewed and approved by the Department.
3. The Grantee agrees to comply with Ohio Revised Code Section 5139.36 and Ohio Administrative Code Chapter 5139-36-03 and.
4. The obligations of the Department under this agreement are subject to the determination of the Director that sufficient funds have been appropriated by the General Assembly to the Department for the purposes of this agreement and to the certification of the availability of such funds by the Director of Budget and Management as required by R.C. 126.07.
5. The initial amount of funding approved by the Department under this agreement is subject to quarterly review by the Department and may be increased or reduced based upon occupancy, operational and maintenance needs of the Facility and availability of funds. Budget adjustments will not be made without this review. The Facility will be notified in writing of any change in the initial funding within 10 working days after the review of the budget. The decision of the Director shall be final and is not appealable.
6. The Grantee agrees that it will not employ as staff, or on a contract basis, any employee of the Department.

7. The Grantee will make its best efforts to augment the funding received from the Department through other funding resources, including but not limited to: tuition reimbursement, Medicaid, NSLA, and other sources identified by the Department.
8. The Grantee agrees to serve youth who would have otherwise been committed to the Department.
9. The Grantee agrees to serve youth who are in the Department's custody per Ohio Revised Code 5139.36(B)(2).
10. The Grantee agrees to dedicate one unit (8 beds) specifically for youth who are in the Department's custody.
11. The Grantee agrees that the approved funds shall only be used to support operations and maintenance costs of the Facility and shall not be used for the provision of aftercare services.
12. The Grantee agrees to be ACA accredited.
13. The Grantee agrees to be PREA certified.
14. The Grantee agrees to provide a certified Problematic Sexual Behavior program.
15. Grantee agrees that it shall not use or disclose any information and records made available to it for any purpose other than to fulfill its obligations under this Agreement. Grantee specifically agrees to comply with all applicable state and federal confidentiality, privacy and disclosure laws, rules, and regulations, including but not limited to Ohio Revised Code 3701.243, R.C. 5139.05(D), R.C. 3319.321, the Family Educational Rights and Privacy Act of 1974 ("FERPA"), 20 U.S.C. § 1232g, 34 C.F.R. Part 99 and 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act ("HIPAA"), 42 U.S.C. § 1320d et al., and 45 C.F.R. Parts 160 and 164, in the performance of services under this Agreement and the program under which this Agreement exists.

**B. PROGRAM EVALUATION:**

1. The Grantee shall maintain statistical records for the grant in the format and frequency as established by the Department.
2. The Grantee shall prepare and submit to the Department a report comprised of statistical data pursuant to the Department's instructions.
3. The Grantee shall prepare and submit to the Department reports comprised of the statistical data set forth above based upon the time frame established by the Department.

4. The Grantee agrees to maintain intake and assessment forms for each youth referred or placed in the Facility.
5. All provisions above include the use of the Department's case management system.
6. The Grantee acknowledges that failure to comply with Items (B) (1) through (5) of this Grant Agreement may result in delayed grant payments to the Grantee.

**C. COMPLIANCE:**

1. The Grantee agrees that it will cooperate with and provide any additional information as may be required by the Department to fulfill its obligation in the administration and evaluation of the facility and program.
2. The Grantee understands that failure to comply with the rules of Chapter 5139-36 of the Ohio Administrative Code, which are applicable under this Grant Agreement, may be cause for the Director of the Department of Youth Services to terminate further funding. Furthermore, the Grant Agreement may be terminated by the Department in accordance with D3 of this agreement and/or if:
  - a. There has been a reduction in the quality and extent of the program services.
  - b. There has been a financial or audit disclosure involving misuse of state funds.
  - c. A substantial reduction in commitments to the Department is not achieved, as indicated in the approved plan.
  - d. Program modifications required by the Department are not made.
3. The Grantee agrees to compensate the Department for the costs of any audit performed by the Auditor of State which is deemed necessary by the Department.
4. The Grantee understands that, per OAC 5139-36-07 (D), fiscal audit findings, once resolved, shall be paid from the governing county's general fund. The governing county's fiscal agent shall be required to refund to the department from the governing county's general fund the amount of the fiscal finding within forty-five days of notification unless an appeal of the exception is filed. For a multi-county facility, the amount of the fiscal finding may be refunded to the department, in accordance with a multi-county agreement, from the general revenue fund of multiple counties, provided that all counties in the multi-county facility have agreed as documented through the terms of the annual grant agreement signed by all the counties.

**D. TERMINATION:**

1. The Department shall provide written notice to the Grantee of any intention to terminate funding. This notice will be provided thirty (30) days prior to any such action being taken.
2. The Grantee shall have thirty (30) days following the receipt of such notice to present a request for reconsideration to the Director of the Department of Youth Services. The decision of the Director shall be final and is not appealable.
3. Either the Department or the Grantee may terminate this agreement without cause by providing the other party written notification of the date of the termination, which shall not be less than thirty (30) days from the date of the written notice.

**E. AUTHORIZED SIGNATURES:**

**THE OHIO DEPARTMENT OF YOUTH SERVICES:**

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

**FACILITY:**

John H. Roman  
Facility Administrator  
Community Correctional Facility

7/17/24  
Date

**GOVERNING BOARD (one for each member):**

Albert E. Davies  
Governing Board President  
Judge Albert E. Davies  
Belmont County Juvenile Court  
St. Clairsville, Ohio

7/18/24  
Date

**COUNTY COMMISSIONER (Physical Plant Site):**

Jerry Echemann

7.24.24  
Date

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Upon roll call the vote was as follows:

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



**IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND SINCLAIR BROADCAST GROUP**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and sign the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and Sinclair Broadcast Group, in a not to exceed amount of \$50,000.00 for Outreach Services for the Workforce Development Area 16 (WDA16), effective July 1, 2024 to June 30, 2025. This contract can be extended for one additional year through June 30, 2026.

*Note: This contract is to provide outreach activities promoting the services that are offered in the Ohio Means Jobs centers in Belmont, Carroll, Harrison and Jefferson counties and paid for with WIOA Administrative funds.*

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

**Whereas**, this contract entered into on the 24<sup>th</sup> day of July 2024, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as "Purchaser") and Sinclair Broadcast Group (hereinafter referred to as "Contractor"), is for the purchase of the performance of professional services to Outreach Services for the Workforce Development Area 16 (WDA16), from the Request for Qualifications (RFQ) WDA16 Outreach Service.

**I PURPOSE**

The purpose of this contract is to provide Outreach Services in WDA16 which will address:

1. Promoting job fairs and other workforce development events; and
2. Communicating with job seekers that WDA16 and OhioMeansJobs services are available for everyone; and
3. Expanding outreach to create awareness of selected services to help businesses meet the workforce needs; and
4. Communicating with parents and students regarding the youth workforce development and employability services available through the new Comprehensive Case Management Employment Program (CCMEP).

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

**III CONTRACT PERIOD**

This contract and its terms will become effective on July 1, 2024. The termination date for this contract is June 30, 2025. This contract can be extended for one additional year through June 30, 2026. This is the first year of this contract per the RFQ.

**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 customers.

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Development Board

The Workforce Development Board (WDB), as required by the Workforce Innovation and Opportunity Act (WIOA) is appointed by the county commissioners in each county in Area 16. The WDB membership is as outlined by the WIOA and the Ohio Revised Code. The WDB advises the COG approves Area 16 policies and providers.

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 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.

Outreach Services

As defined in TEGL 3-15, "Basic Career Services must include availability to all individuals seeking services served in the one-stop delivery system and include: *Outreach*, intake...and orientation to information and other services available through the one-stop delivery system."

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 biennium budget, was signed into law. Section 305.190 of the bill established the Comprehensive Case Management 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 will provide the following deliverables for this project:
  - a. Technical support to define, design and create messages to unique client groups; and
  - b. Refine and implement the outreach strategy within the allocated budget, which includes all vendor fees and media/outreach purchases. Work is to be performed according to the WDB16 approved media mix plan, which may be revised by the WDB16 as needed.
  - c. Purchase, produce and manage media buys; and
  - d. Develop earned media opportunities strategy for "free" outreach, i.e. talk shows, press releases, interviews, chamber of commerce/business organization speaking/newsletters, etc.; and
  - e. Plan to evaluate results and provide feedback to the WDB16 quarterly and semi-annually.

2. The Contractor’s staff must become familiar with WIOA Area 16 policies that are relevant to the provision of services under this contract. Additional Area 16 policies may be implemented during the period of this agreement and will also become applicable.
3. 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/or 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.
4. The Contractor shall meet the performance standards specified in this contract. The Contractor’s failure to meet these standards will be a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind and/or 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 stated herein.

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/or 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 stated herein.

**B. Purchaser Responsibilities**

1. The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards and reporting and monitoring as included herein.
2. The Purchaser shall organize timely meetings with the WDB16, the COG and the WDB16 Outreach Committee to assure the Contractor may receive all necessary reviews and approvals to comply with the project scope of work and deliver work products in a timely manner.
3. The Purchaser will pay all costs related to providing Outreach Services consistent with the provisions stated in Article VIII.

**C. Contractual Performance Standards**

To reach the outcome and purpose stated herein, the performance standards under this contract shall include:

1. Providing all deliverables as specified in Article V – Scope of Work in a timely manner.
2. Timely cooperation with all accountability requirements set forth in this contract.
3. Providing quarterly and semi-annual feedback on the effectiveness of the outreach efforts.
4. 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 previous month from the first (1<sup>st</sup>) to the last day of the month.

The Contractor’s failure to meet these Contractual Performance Standards will result in the following:

Submission of a Corrective Action Plan by the Contractor to the Purchaser outlining the reason for not meeting the performance standard(s) and actions to be implemented to achieve the performance standard(s); or

- i. Termination of this contract by the Purchaser due to the Contractor’s failure to meet the performance standard(s) specified in this contract (reference Article XXIII – Termination and Article XXIV – Breach of Contract).

**D. Contractual Reviews**

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and delivery of services as described in Article V – Scope of Work.

**E. Performance Reporting**

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 the 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/or 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, activities including file inspection, deliverables review and the timeliness and quality of product evaluation, outreach impact, feedback data and related reports.

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, any sub-vendors 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/or repayment.

**VI AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) funds (CFDA #17.258, 17.259 and/or 17.278) or any other allowable area funding.

In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$50,000.

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

**VII ALLOWABLE COSTS**

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. 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 service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, 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 Outreach Services:

OhioMeansJobs. |

Outreach Strategy	Format	JOB FAIR											Total	
		July	August	Septemb	Octob	Novem	Decem	Januar	Februa	Marcl	April	May		June
O&O	Digital	\$1,000.00	\$1,000.00	\$1,000.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$500.00	\$11,000.00
Email Marketing with Retargeting	Digital		\$1,500.00	\$1,500.00						\$1,500.00	\$1,500.00		\$6,000.00	
Social Media Advertising	Digital	\$500.00	\$1,000.00	\$1,000.00		\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00		\$500.00	\$7,000.00
Television Advertising	Television	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00	
<b>Totals</b>		\$3,500.00	\$5,500.00	\$6,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$5,500.00	\$6,500.00	\$3,000.00	\$50,000.00	

This agreed upon projection can be modified by agreement between Sinclair and WIOA16 based on written communication without modification to the contract, but cannot exceed \$50,000.

**IX DUPLICATE BILLING**

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit 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**

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 conducting 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.

Contractor agrees to repay 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, Contractor will sign a Repayment of Funds Agreement. Furthermore, 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 Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

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 Purchaser and shall be delivered to Purchaser when the term of this contract expires.

**XII WARRANTY**

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

**XIII INSURANCE**

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry such insurance 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 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, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by 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 Contractor shall retain such records until the audit is concluded and all issues are resolved.

**XVI CONFIDENTIALITY**

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. 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. Contractor understands that the use or disclosure of information concerning 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 Contractor from obtaining and operating under other agreements with parties other than Purchaser as long as this other work does not interfere with Contractor's performance of services under this contract. 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. Contractor further avers that no financial interest was involved on the part of any of 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, 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 Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

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 Contractor or in its business.

**XVIII COMPLIANCE**

Contractor certifies that all who perform services, directly or indirectly, under this contract, including 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 Area 16 Workforce Development Board's policy in the performance of work under this contract.

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 Contractor's employees, if applicable.

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 Contractor and Purchaser. 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 Purchaser, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board.

**XX ASSIGNMENTS**

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

**XXI SUBCONTRACTS**

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 event 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 or media companies for any services they provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

**XXII INTEGRATION, MODIFICATION AND AMENDMENT**

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

By mutual consent and with the approval of the WDB16 and COG, this contract may be modified to expand or reduce the scope of work regarding outreach, as defined herein, or extend the contract for up to three (3) additional years, as permitted by state and federal WIOA laws and regulations.

**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 Contractor wish to terminate this contract, notice to 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 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 rights 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 provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

**XXVI INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners, the Area 16 Workforce Development Board and the Area 16 Council of Government 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 Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners, the Area 16 Workforce Development Board and the Area 16 Council of Government in connection with any omission or negligent action.

**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**

Contractor certifies 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 Titles 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, Contractor will not discriminate against any employee, contract worker or applicant 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. 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, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through 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 Contractor.

**XXX CHILD SUPPORT ENFORCEMENT**

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, 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, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. 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 Purchasers' Ohio Works First customers.

**XXXII DRUG-FREE WORKPLACE**

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. 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**

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**

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

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

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 record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

**XXXVII CLEAN AIR ACT**



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**

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**

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**

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**

Contractor shall follow required procurement policies and laws as applicable and advised by the Purchaser.

**SIGNATURES**

<u>Jeffery Felton /s/</u> Jeffery Felton, Director Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950	_____ 7/16/2024 Date
<u>J. P. Dutton /s/</u> J. P. Dutton Belmont County Commissioner	_____ 7/24/24 Date
<u>Jerry Echemann /s/</u> Jerry Echemann Belmont County Commissioner	_____ 7-24-24 Date
<u>Josh Meyer /s/</u> Josh Meyer Belmont County Commissioner	_____ 7/24/24 Date
<u>Jennifer McFadden /s/</u> Jennifer McFadden Sinclair Broadcast Group 9 Red Donley Plaza Mingo Junction OH 43938	_____ 7/16/2024 Date
<u>Nicole Paulette /s/</u> WIOA16 Workforce Development Board Chair Approved as to form:	_____ 7/22/2024 Date
<u>Jacob Manning /s/</u> Belmont County Prosecutor Upon roll call the vote was as follows:	_____ 7/16/2024 Date

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

**IN THE MATTER OF RESOLUTION DECLARING  
THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE  
TEN-MILL LIMITATION AND REQUESTING THE COUNTY  
AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH  
RESOLUTION**

**WHEREAS**, the Belmont County Board of Commissioners anticipate levying a tax in excess of the ten-mill limitation as described herein; and

**WHEREAS**, pursuant to Section 5705.03 of the Ohio Revised Code as amended by Am. Sub. S.B. No. 201 enacted by the 122<sup>nd</sup> General Assembly, this Board of Commissioners is required to certify to the County Auditor a resolution requesting the County Auditor to certify certain matters in connection with such a tax levy;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners:

**SECTION 1.** That pursuant to the provisions of Section 5705.191 of the Ohio Revised Code, it is necessary for a replacement with reduction tax be levied in excess of the ten mill limitations for the benefit of Belmont County for the purpose of *Supplementing appropriations for the care and placement of abused, neglected and dependent children of Belmont County, at a rate not to exceed (0.45) forty five hundredths of a mill for each one dollar of valuation, which amounts to four and one half cents (4 1/2¢) for each one hundred dollars of valuation beginning with the tax list year 2025 for a period of five years, (Ohio Revised Code Section 5705.05) such levy to be a replacement of part of the existing 0.65 levy, being a reduction of 0.20 mills, to constitute a tax of 0.45 mills.*

**SECTION 2.** That the question of the passage of said tax levy shall be submitted to the electors of Belmont County at an election to be held on the fifth day of November, 2024. If approved by the electors, said tax levy shall first be placed upon the 2025 tax list and duplicate, for first collection in calendar year 2026.

**SECTION 3.** That pursuant to Section 5703.05 of the Ohio Revised Code, the County Auditor is hereby requested to certify to this Board of Commissioners the total current tax valuation of the Belmont County Children Services Levy and the dollar amount of revenue that would be generated by the number of mills specified in Section 1 thereof, and the Clerk of this Board of Commissioners be and is hereby directed to certify forthwith a copy of this resolution to the County Auditor so that said County Auditor may certify such matters in accordance with such Section 5705.03.

**SECTION 4.** That it is found and determined that all formal actions of this Board of Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Commissioners adopted in accordance therewith.

**BE IT FURTHER RESOLVED, that** the Clerk of this Board be and is hereby directed to certify a copy of this resolution to the Board of Elections of Belmont County, Ohio, forthwith, as provided by law and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Commissioner Echemann moved for the adoption of the foregoing Resolution, which was seconded by Commissioner Meyer and the roll being called upon by its adoption, the vote resulted as follows:

<u>Jerry Echemann /s/</u> Jerry Echemann, President	Yes    7-24-24
<u>Josh Meyer /s/</u> Josh Meyer, Vice President	Yes    7-24-24
<u>J. P. Dutton /s/</u> J. P. Dutton	Yes    7-24-24

DJFS Director Jeff Felton said, “The citizens of the county have been very generous when it comes to funding our efforts to protect kids from abuse, neglect and dependency in the county.” Mr. Felton noted the current levy has been in place since at least 1970. “It enables us to do a lot of important things. Those counties that don’t have levies miss out on the opportunity to provide a local match to leverage federal and other state monies. So not only does it provide direct support, it enables us to actually leverage other funds to bring into the county for kids,” said Mr. Felton. DJFS Fiscal Administrator Jack Regis Jr. said, “Ultimately, it is not just Children Services’ responsibility but all of our responsibility as citizens of this county that the children are cared for and not abused or neglected. A critical part of providing these services is we need the funds to do so. The community has been generous in the past, and we hope that they continue with their generosity. It will be certainly appreciated.” Mr. Dutton said Belmont County has a long history of supporting children and seniors. He added we are ranked 49<sup>th</sup> out of 50 states in state funding for Children Services so without the levy the county wouldn’t be able to provide a lot of the services. Mr. Dutton said the Board of Commissioners are looking at each levy as they come up. Their goal is to reduce the tax burden of Belmont County residents.

**RECESS**

**10:00 Bid Opening-Engineer’s Project 24-6 BEL-CR34-2.30 Slide Repair**

**IN THE MATTER OF BID OPENING FOR ENGINEER’S PROJECT 24-6 BEL-CR34-2.30 SLIDE REPAIR**

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Engineers Project 24-6 BEL-CR-34-2.30 Slide Repair; they proceeded to open the following bids:

<b>NAME</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>
<b>Litman Excavating 836 1<sup>st</sup> Street New Martinsville, WV 26155</b>	<b>X</b>	<b>\$360,652.79</b>
<b>OH-WV Excavating P.O. Box 128 Powhatan Point, OH 43942</b>	<b>X</b>	<b>\$283,158.50</b>
<b>Alan Stone Company 5519 Suite A State Route 339 Vincent, OH, 45784</b>	<b>X</b>	<b>\$311,857.50</b>

Engineers Estimate: \$360,000.00

Present: Dennis Palicka, OH-WV Excavating and Linda Hedrick, Alan Stone Company.

Motion made by Mr. Echemann, seconded by Mr. Meyer to turn over all bids received for the Belmont County Engineer’s **Project 24-6 BEL-CR34-2.30 (Hospital Road) Slide Repair** to Belmont County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:53 A.M.**

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

Upon roll call the vote was as follows:

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

Hannah Warrington, HR Administrative Assistant, also present.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:32 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:32 a.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF WILBERT SATTLER, FULL-TIME DISPATCHER/911**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Wilbert Sattler, full-time Dispatcher at Belmont County 9-1-1, effective July 24, 2024.

Upon roll call the vote was as follows:

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

July 24, 2024

July 24, 2024

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:33 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 11:33 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 31st day of July, 2024.

Jerry Echemann /s/

Josh Meyer /s/ COUNTY COMMISSIONERS

J. P. Dutton /s/

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

Jerry Echemann /s/ PRESIDENT

Bonnie Zuzak /s/ CLERK