

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 \$547,712.60

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A02.002 Salaries-Administration	E-0131-A006-A03.002 Salaries-Jail	\$114,000.00
E-0170-A006-G10.000 Employee Fringe Benefits	E-0170-A006-G04.012 Equipment	\$14,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance	\$3,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM AND THE A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$10,018.35

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 October 23, 2024, date:

A00 GENERAL FUND

E-0111-A001-E02.002	Salary	\$10,018.35
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E09 NEXT GENERATION 9-1-1 FUND

E-2209-E009-E01.011	Contract Services	\$16,100.34
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E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,392.17
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M78 TITLE IV-E REIMBURSEMENT (RANDOM MOMENTS)/JUVENILE COURT

E-0400-M078-M05.000	Other Expenses	\$19,270.90
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W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salary	\$10,018.35
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Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$209,928.58
E-9801-Y001-Y03.000	Township-Permissive Tax	\$72,022.21
E-9801-Y001-Y05.000	Pease Township	\$2,970.59
E-9801-Y001-Y06.000	Goshen Township	\$1,627.31
E-9801-Y001-Y07.000	Warren Township	\$2,205.03
E-9801-Y001-Y08.000	Pultney Township	\$3,155.92
E-9801-Y001-Y09.000	Flushing Township	\$567.06
E-9801-Y001-Y10.000	Colerain Township	\$1,304.44
E-9801-Y001-Y11.000	Kirkwood Township	\$150.44
E-9801-Y001-Y12.000	Mead Township	\$860.22
E-9801-Y001-Y13.000	Richland Township	\$3,117.38
E-9801-Y001-Y14.000	Smith Township	\$573.10
E-9801-Y001-Y15.000	Somerset Township	\$437.66
E-9801-Y001-Y16.000	Union Township	\$684.56
E-9801-Y001-Y17.000	Washington Township	\$207.54
E-9801-Y001-Y18.000	Wayne Township	\$222.72
E-9801-Y001-Y19.000	Wheeling Township	\$529.54
E-9801-Y001-Y20.000	York Township	\$350.36

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- Nicole Couch to Omaha, NE, on October 23-25, 2024, to accompany court personnel to tour a residential treatment facility. Estimated expenses: \$500.64. Christy Devore to Cambridge, OH, on November 1, 2024, to attend the TFC Recruitment-Foster Care Expo on November,1, 2024. Estimated expenses: \$102.26. Christy Devore to Pittsburgh, PA, on November 11-15, 2024, to attend the Pressley Ridge Training. Estimated expenses: \$952.38. Cindy Berry to Columbus, OH, on November 21, 2024, to attend the OCSPA General Membership meeting. Estimated expenses: \$212.14. Christine Parker to Lewis Center, OH, on December 4-6, 2024, to attend the PCSAO Executive meeting. Estimated expenses: \$534.18.

RECORDER- Jason Garczyk to Dublin, OH, on November 19-21, 2024, to attend the Ohio Recorders' Association Winter Continuing Education Conference.

SSOBC- Martins Ferry Senior Center employees to Triadelphia, WV, on November 1, 2024, for a senior outing to The Highlands and Olive Garden. Bellaire Senior Center employees to Amish Country on November 7, 2024, for a senior outing. Bethesda Senior Center employees to Berlin, OH, on November 12, 2024, for a senior outing. Barnesville, Centerville and St. Clairsville Senior Center employees to Cambridge, OH, on November 14, 2024, for a senior outing to the Dickens Village and Courthouse lights. Powhatan Senior Center employees to Moundsville, WV, on November 4, 15 & 25, 2024, for a senior outing to Krogers. Lansing Senior Center employees to Wheeling, WV, on November 19, 2024, for a senior outing to Wheeling Independence Hall and Uncle Pete's. Colerain Senior Center employees to Cambridge, OH, on November 21, 2024, for a senior outing to the Cambridge Lights. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of October 16, 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 Board of Commissioners regular meeting will be held at 9:00 a.m. on Tuesday, October 29, 2024, instead of Wednesday, October 30, 2024, due a scheduling conflict.

IN THE MATTER OF ADOPTING RESOLUTION FOR EFFICIENT OPERATIONS; COUNTY CREDIT CARDS ARE AUTHORIZED FOR SPECIFIC PURPOSES IN ACCORDANCE WITH ORC 301.27

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

WHEREAS, for efficient operations; county credit cards are authorized for specific purposes in accordance with ORC 301.27; and **WHEREAS**, in addition, no late charges or finance charges are allowed as an allowable expense unless authorized by the Board of County Commissioners; and

WHEREAS, it is a rare occurrence that late charges or finance charges are needed, and typically there are process reasons for such fees (such as year-end closing processes) or uncontrollable mail delays, and such expenditures are and will be authorized for payment by resolution or administrative approval in accordance with the normal processing of bills; and

WHEREAS, the Belmont County Auditor communicated a reminder to all finance and budget officers about procedures which strive to avoid such charges by the processing payments efficiently, and such charges are avoided typically; and

WHEREAS, it is desirable to efficiently approve expenditures of late charges and finance charges given the immateriality of such expenditures.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that we do hereby authorize all payments of late charges or finance charges, such as with credit cards, as an allowable expense effective October 23, 2024, forward, until this authorization is rescinded by Board of Commissioners resolution.

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 CREDIT CARD USAGE POLICY GOVERNING USE OF BELMONT COUNTY CREDIT CARDS PURSUANT TO OHIO REVISED CODE 301.27

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the Credit Card Usage Policy governing use of Belmont County Credit Cards pursuant to Ohio Revised Code 301.27.

Credit Card Usage Policy

I. Purpose

This policy informs county employees of the guidelines and policy governing use of the county credit cards. Credit cards are designed to make purchases in a manner that meets the needs of county government in an increasingly internet-bases business environment. This policy should not be used to circumvent the current purchasing process. Credit cards should only be used for purchases that cannot be made via a purchase order or where significant cost savings can be realized through the use of credit card purchases on-line.

II. Authority

Ohio Revised Code (ORC) Section 301.27 permits counties to use credit cards. The Belmont County Board of Commissioners shall formulate the policy for the use of the credit cards. The policy, which will be adopted by the Board of Commissioners through resolution, shall set limits for, among other things, spending, card activity and allowed expenditures. It shall also establish administrative controls that the Board of Commissioners determines will be sufficient for use of a credit card.

III. General Information

The credit card is not intended to and, pursuant to ORC 301.27, shall not be used to avoid or bypass the competitive bid requirements of ORC 307.86. Further, the credit card is not intended to avoid or bypass the appropriation of funds process, approval process (including obtaining a purchase order prior to purchasing items with the credit card), or payment process. Rather, the credit card complements the established and existing processes. Expenditures may not exceed appropriations under any circumstances. Billing for authorized purchases made within the limits of appropriated amounts will be paid using county funds. In accordance with ORC 301.27(E)(1), items and/or services purchased through the credit card are only for the official use of Belmont County. The credit card can be used for in-store purchases as well as mail, e-mail, Internet, telephone and fax orders. It is not and under no circumstances is to be used as an ATM (automated teller machine) card, debit card, or for cash advances. The credit card is not to be used for personal or non-work-related purchases.

The credit card carries county liability, not individual liability; however, **individual liability is imposed for inappropriate use**. Pursuant to the procedure established in ORC 301.27(J), if the Auditor determines that the cardholder has used the credit card beyond the appropriated or authorized amount or for an inappropriate or unlawful purpose, the Auditor shall immediately notify the Belmont County Board of Commissioners. When the Belmont County Board of Commissioners determines that the County Treasury should be reimbursed for credit card expenditures beyond the appropriated or authorized amount as provided in this

policy or elsewhere in ORC 301.27, it shall give written notice to the Auditor, the appointing authority who authorized usage of the card, and the cardholder. If within thirty (30) days after issuance of this written notice the County Treasury is not reimbursed for the full amount shown on the written notice, the prosecuting attorney of the county shall recover that amount from the officer of employee or appointing authority who is liable under this section by civil action in any court of appropriate jurisdiction. Additionally, a report may also be made to local law enforcement for possible criminal prosecution.

Non-allowable purchases and/or uses may subject the user to disciplinary action in accordance with county policies and procedures and applicable Ohio laws up to and including termination. Any non-allowable uses and/or purchases shall become the responsibility of the user to make repayment to the county. Non-allowable uses and/or purchases may also subject the user to criminal prosecution and civil liabilities under Ohio law. Failure to immediately repay the charges may subject the user to further disciplinary action up to and including termination.

The Belmont County Board of Commissioners can refuse to issue a county credit card to, or cancel a county credit card of, any appointing authority or employee of the appointing authority at its sole discretion.

IV.Allowable Charges

County credit cards shall only be used for the following allowable county business:

- A. Gasoline and motor vehicle repair and maintenance expenses on Belmont County owned or leased vehicles only.
- B. Electronic data processing or record keeping in compliance with ORC 307.84 to 307.847.
- C. Conference and/or training fees.
- D. Authorized travel expenses including sales tax for dine in meals and lodging tax, if hotel will not accept the county’s sales tax exemption.
- E. Office supplies, furniture, and equipment.
- F. Computer supplies.
- G. Meals, including reasonable gratuity not to exceed 15% (overnight only)

V.Requirements of Allowable Charges

Itemized receipts are required for all credit card purchases along with the signed receipt, if it is a separate document. The itemized and signed receipts shall be kept with all credit card invoices to produce an acceptable audit trail. Failure to provide itemized receipts and/or documentation in a timely manner may subject the user to become personally liable for undocumented expenses.

VI.Non-Allowable Charges

The following purchases are non-allowable and shall not be charged to a county credit card:

- A. Entertainment/recreation
- B. Alcoholic Beverages
- C. Personal Services
- D. Cash Advances
- E. Souvenirs

ATM, Cash advances, and all other cash-related transactions are strictly prohibited.

VII.Approval

The following shall approve all credit card transactions:

- A. Accounts Payable Clerk
- B. Fiscal Officer
- C. Department Head
- D. Elected Official

VIII.Late fees, Interest, Tax-Exemption

Every attempt will be made to avoid late fees, taxes, and interest charges. If late fees, taxes, and or interest is charged, the individual will contact the vendor and or credit card company and make every attempt to have them removed. **If they cannot be removed, the charges will be the responsibility of the card holder that was at fault.**

IX.Cardholder Acknowledgement and responsibilities

County employees permitted to use a county credit card shall sign a statement that will be placed in their personnel file stating they received a copy of this policy and have read and understand the permissible uses of a county credit card, documentation required for all credit card purchases and the ramifications for improper, fraudulent, and/or unauthorized use. Use of a County credit card for any use other than an authorized or permitted use allowed under ORC 301.27 is a violation of law for purposes of ORC 2913.21.

X.Lost or stolen cards

If the card is lost or stolen, the cardholder must notify the card issuer immediately. Upon receipt of the phone call, further use of the card will be blocked. Prompt action will reduce the liability for fraudulent charges.

XI.Reference

- A. Ohio Revised Code 301.27
- B. Ohio Revised Code 307.86
- C. Ohio Revised Code 2913.21
- D. Ohio Revised Code 5153.16
- E. Ohio HB 312 (Passed August 2018)
- F. Ohio Auditor of State Best Practices “How to Minimize the Risk of Credit Card Abuse” (December 2017)
- G. Ohio Auditor of State Special Report “Credit Card Dangers: Local Governments at Risk of Theft” (July 26, 2017)
- H. BCDJFS Personnel Policy Manual
- I. Board of Commissioners-Greene County, OH Credit Card Policy

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE ALLOWABLE COST FOR FEDERAL PROGRAMS AND ALLOWABLE COSTS FOR FEDERAL PROGRAMS-PROCEDURES

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the Allowable Cost for Federal Programs and Allowable Costs for Federal Programs-Procedures contained in 2 CFR Part 200 Subpart E-Cost Principles.

Note: The county is committed to ensuring that costs claimed under Federal awards follow these cost principles as well as any special terms and conditions contained in the award.

**The County of Belmont, State of Ohio
Allowable Cost for Federal Programs and
Allowable Costs for Federal Programs-Procedures**

The Allowable Costs for Federal Programs and Allowable Costs for Federal Programs-Procedures contained in 2 CFR Part 200 Subpart E-Cost Principles and appears in the following pages will be followed by Belmont County.

Adopted this 23rd day of October, 2024.

Jerry Echemann /s/

Jerry Echemann, President

Josh Meyer /s/

Josh Meyer, Vice-President

J. P. Dutton /s/

J. P. Dutton

Allowable Costs for Federal Programs

Expenditures under federal programs are governed by the Federal cost principles contained in 2 CFR Part 200 Subpart E – Cost Principles. The county is committed to ensuring that costs claimed under Federal awards follow these cost principles as well as any special terms and conditions contained in the award. Additionally, grantees are required to follow the **more restrictive** of the federal, state, and county policies.

When applying these cost principles, the county agrees to:

- Maintain responsibility for the efficient and effective administration of the Federal award through the application of sound management practices.
- Assume responsibility for administering federal funds in a manner consistent with underlying agreements, program objectives and the terms and conditions of the federal award.
- Apply accounting practices that are consistent with the cost principles, support the accumulation of costs as required by the principles, and provide for adequate documentation to support costs charged to the federal award.

The county will maintain a system of internal controls over federal expenditures to provide reasonable assurance that Federal awards are expended only for allowable activities and that the costs of goods and services charged to Federal awards are allowable and in accordance with the above referenced cost principles. Those controls will meet the following general criteria:

- Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.
 - Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.
 - Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the district.
 - Be accorded consistent treatment.
 - Be determined in accordance with generally accepted accounting principles.
 - Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.
 - Be adequately documented.
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Allowable Costs for Federal Programs - Procedures

These procedures are to ensure federal funds are spent on only allowable activities in accordance with CFR Part 200 Subpart E – Cost Principles, other special terms or conditions of the grant award, and/or other pertinent state and federal guidelines.

There are two categories of costs that may be charged to a Federal award. The first are direct costs, which are costs that directly benefit the activity and are easy to identify. The second are indirect costs, which are costs that either benefit the activity in an indirect manner, or directly benefit the activity but the complexity of adequately identifying the costs in such a manner outweigh the benefit of charging them directly. Both are addressed in these procedures. The procedures also address the timing of transactions that can be disbursed against the current grant award.

To meet the requirements of necessary and reasonable, the cost will not exceed that which would be incurred by a prudent person under the circumstances at the time the decision was made to incur the cost. The following questions will be considered when determining reasonable and necessary:

- Do we really need this?
- Is the expense targeted to valid programmatic/administrative need?
- Is this the minimum amount we need to spend to meet our needs?
- Do we have the capacity to use what we are purchasing?
- If we were asked to defend this purchase, would we be able to?
- Did we pay a fair rate?

To meet the requirement of allocable, the county will have a reasonable method of allocating costs that equates to the relative benefit received by the program for the proportion of the costs charged to the program.

Period of Performance

Federal funds may be obligated on the later of the date funds become available or the submission date of the grant application, either in full form, or “Substantially Approvable Status (SAS)”, depending on the terms of the Federal award.

Federal funds may not be expended subsequent to the end date of the grant except to liquidate allowable obligations that were made on or before that date. All liquidations of prior obligations must be made within 90 days of the grant end-date, or an earlier date established by the granting agency.

The following table indicates the date that an expenditure is determined to be obligated:

Acquisition of real or personal property	On the date on which the county makes a binding written commitment to acquire the property
Personal services by an employee of the county	When the services are performed
Personal services by a contractor who is not an employee of the county	On the date on which the county makes a binding written commitment to obtain the services
Performance of work other than personal services	On the date on which the county makes a binding written commitment to obtain the work
Public utility services	When the county receives the services
Travel	When the travel is taken
Rental of real or personal property	When the county uses the property

Direct Costs

Expenditures charged directly to a federal grant award will follow all county policies and procedures as well as federal requirements applicable to those costs, including, but not limited to; procurement requirements, property standards, travel policies, and cost criteria established by 2 CFR Part 200, Subsection E, as identified in the allowable cost policy. Additionally, all direct expenditures will be allowable under the terms of the grant award and program regulations.

Requirements followed will be the **more restrictive** of the local, state, or federal regulations associated with a particular type of expenditure.

Staff responsible for reviewing expenditures for allowability will be familiar with the allowable costs of all programs reviewed.

Staff responsible for budget and expenditure monitoring will be responsible for ensuring all charges are reviewed by appropriate staff for allowability.

Prior approvals of expenditures, as stated in 2 CFR, Part 200 and the grant award terms, will be obtained prior to the expenditure being obligated.

Expenditures will be supported by adequate documentation including all pertinent details that assists in determining the item was allowable.

Indirect Costs

Federal grant awards will include an amount of indirect expenditures that the county is entitled to for organization wide costs of the grantee that benefit the federal program being administered by the county, unless specifically disallowed by the terms of the grant award.

Indirect rates are negotiated by the county's cognizant or oversight agency and can be applied to all Federal awards the county receives.

There are two types of federal indirect costs. A "*restricted rate*" is used for any federal program that has a "supplement, not supplant" requirement, which means the federal money is used to supplement the amount of money that a county has to spend on a particular program, and not "in place of" state/local funds. An "*unrestricted rate*" is used for programs that do not have a "supplement, not supplant" requirement.

The county is not required to claim any or all of the indirect amount they are entitled to, but may claim up to the full amount, as long as included in the county's approved budget. The indirect rate may be applied to all allowable direct expenditures that will be claimed under a particular grant award, less some exceptions. For example, indirect costs will only be applied to the first \$25,000 of an individual contract.

No expenditures will be charged through both a direct cost and an indirect cost.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF A RESOLUTION DIRECTING A PORTION OF THE COUNTY'S
CORONAVIRUS LOCAL FISCAL RECOVERY FUND PAYMENT TO MAKING A NECESSARY
INVESTMENT IN SEWER INFRASTRUCTURE TO THE EAST END SEWAGE LIFT STATIONS
AND WEST END FORCE MAIN PROJECTS WITHIN BELMONT COUNTY, OHIO, WITH SUCH
EXPENDITURES INCURRED ON OR AFTER MARCH 3, 2021, AND ENDING DECEMBER 31, 2024**

WHEREAS, Title IX, Subtitle M, Section 9901 of the American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319], signed into law March 11, 2021 ("ARPA"), appropriated Coronavirus Local Fiscal Recovery Fund ("Fund") payments from the U.S. Treasury Secretary to metropolitan cities, nonentitlement units of local government, and counties; and,

WHEREAS, pursuant to the ARPA's Fund methodology, the County of Belmont, Ohio (the "County") was allocated approximately \$13,015,130.00 (the "Fund Payment") to "mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19)"; and,

WHEREAS, in response to this economic crisis, the Department of the Treasury ("Treasury Department") is providing such relief to state and local governments to enable them to continue to support the public health response and lay the foundation for a strong and equitable economic recovery; and,

WHEREAS, the ARPA and its supporting guidance issued by the Treasury Department provide that the Fund Payment may only be used by the County to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond to workers performing essential work; (c) provide government services to the extent of reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure (collectively, "Criteria"); and,

WHEREAS, so long as the County duly directs its Fund Payment to finance those costs in compliance with the Criteria, the County may use the Fund Payment to offset the County's various fiscal effects from COVID-19 during the period beginning March 3, 2021, and ending December 31, 2024 ("Covered Period"); and,

WHEREAS, the Treasury Department has published an Interim Final Rule and a Final Rule with an effective date of April 1, 2022 (collectively, 31 CFR 35.1 *et seq.*), its regularly updated Coronavirus State and Local Fiscal Recovery Funds' Frequently Asked Questions, and its and its Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule (collectively, "Guidance"), further explaining the Criteria and the proper use of the Fund Payment during the Covered Period; and,

WHEREAS, the Criteria and Guidance describe such eligible uses of the Fund Payment to include making necessary investments in water, sewer, and broadband infrastructure; and,

WHEREAS, the Board of County Commissioners, Belmont County, Ohio, intends to take action and use the Fund Payment as described herein in a manner consistent with the Final Rule released by the Treasury Department on January 6, 2022.

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

SECTION 1. That the Board of Commissioners hereby declares that it is making a necessary investment in sewer infrastructure to use the County's Fund Payment to improve the East End Sewage Lift Stations and West End Force Main infrastructure within Belmont County, Ohio, and as such duly authorizes entering into the Subgrant Agreement in substantial form as attached hereto as EXHIBIT A and to take such other action as necessary or advisable in furtherance thereof. This Board's decision that such expenditures are appropriate by virtue of charging to the County's Fund Payment is based on the consideration that the County is making a necessary investment in sewer infrastructure, namely: improving eight existing sewage lift stations, lining existing concrete wet wells, improving the Union Local Lift Station, and installing a flow meter vault at the Exit 208 Lift Station, all in accordance with 31 C.F.R. 35.6(e)(1).

SECTION 2. That the use of the County's Fund Payment for the expenditures authorized by this resolution shall not exceed \$2,055,523.00 and shall be paid from the Fund Payment and from any other funds that are appropriated for this purpose as determined by the County Treasurer.

SECTION 3. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with Ohio's Sunshine Laws, including Section 121.22 of the Revised Code.

Commissioner Echemann moved and Commissioner Meyer seconded the foregoing resolution, and the roll being called on its adoption, the vote resulted as follows:

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

**IN THE MATTER OF APPROVING THE SUBGRANT AGREEMENT BY AND
BETWEEN THE BELMONT COUNTY BOARD OF COMMISSIONERS AND
THE BELMONT COUNTY WATER AND SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and enter the Subgrant Agreement by and between the Belmont County Board of Commissioners and the Belmont County Water and Sewer District, effective October 23, 2024.

Note: The Commissioners are directing the use of federal stimulus it has received from the U.S. Treasury to fund, at least in part, projects, services, and/or the purchase of goods under this agreement, pursuant to American Rescue Plan Act.

SUBGRANT AGREEMENT

Title: American Rescue Plan Act – Coronavirus Local Fiscal Recovery Fund

Funding Organization: U.S. Department of Treasury

Prime Recipient: County of Belmont, Ohio

Assistance Listing Number and Grant Name: 21.027 – Coronavirus State and Local Fiscal Recovery Fund

Grantor: Belmont County Board of Commissioners, Belmont County, Ohio

Subgrantee: Belmont County Water and Sewer District

Payment Method: Direct payment of procured vendors, per Subgrantee's approval of invoices

THIS SUBGRANT AGREEMENT ("Agreement") is made as of October 23, 2024 (the "Effective Date"), by and between the Belmont County Board of Commissioners, Belmont County, State of Ohio (the "Board"), and the Belmont County Water and Sewer District ("Subgrantee", and with the Board both of which may be referenced herein as the "Parties" and each a "Party").

RECITALS:

WHEREAS, the Board is directing the use of federal stimulus it has received from the U.S. Treasury Secretary to fund, at least in part, projects, services, and/or the purchase of goods under this Agreement, pursuant to American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319], signed into law March 11, 2021 ("ARPA"), Title IX, Subtitle M, Section 9901 amending the Social Security Act, in relevant part by adding new Sec. 603, Coronavirus Local Fiscal Recovery Fund; and,

WHEREAS, under the ARPA's funding methodology, Belmont County (the "County") was allocated \$13,015,130.00 (the "ARPA Funds") to "mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19)"; and,

WHEREAS, the ARPA and its supporting U.S. Treasury guidance provide that ARPA Funds may only be used by the County to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond to workers performing

essential work; (c) provide government services to the extent of a reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure (collectively, the "Eligibility Criteria"); and,

WHEREAS, the Board desires to provide ARPA Funds to Subgrantee for the purpose of making necessary investment in water and sewer infrastructure (the "Project"), and all determinations as to the eligible use of funds hereunder are at the sole discretion of the Board, pursuant to certain advice it has received from its legal counsel, which is attached hereto as EXHIBIT A; and,

WHEREAS, Subgrantee is an Ohio political subdivision and as such is an eligible transferee under the ARPA to carry-out the Project, which represents federally funded programming of the County, all pursuant to Title IX, Sec. 602(c)(3) and Sec. 603(c)(3); and,

WHEREAS, Subgrantee has proposed the means of accomplishing such Project at a total budgeted cost of Two Million Fifty-Five Thousand Five Hundred Twenty-Three Dollars and Zero Cents (\$2,055,523.00), comprised of the West End Force Main Improvements and the East End Sewage Lift Stations Improvements, as set forth in writings attached hereto and incorporated herein as EXHIBIT B and EXHIBIT C, respectively (the "Project Proposals"); and,

WHEREAS, the Parties acknowledge the Subgrantee's Project under this Agreement is eligible for reimbursement by the County from its ARPA Funds, to wit: to make necessary investments in water, sewer, or broadband infrastructure, pursuant to 31 CFR 35.6(e)(1); and,

WHEREAS, the Board, by and through its legal counsel, has reviewed Subgrantee's Project Proposals in relation to U.S. Treasury guidance concerning ARPA, the ARPA Funds, and the Eligibility Criteria, and has determined the Project is an allowable expenditure of the County's federal stimulus allocation, subject to the terms and conditions set forth herein; and,

WHEREAS, the Subgrantee has the requisite personnel, facilities, and equipment available to execute the Project; and,

WHEREAS, the Board and Subgrantee desire to enter into this Agreement for Subgrantee's Project, all in accordance with Ohio law, the terms and conditions of this Agreement, and the federal procurement requirements restated as "Contract Provisions for Non-Federal Entity Contracts under Federal Award" attached hereto and incorporated herein as EXHIBIT D. Said Contract Provisions for Non-Federal Entity Contracts under Federal Award set forth herein must be included as terms and conditions in any subcontract entered into by and between the Subgrantee and contractor(s) it engages in pursuit of the Project.

NOW, THEREFORE, the Board and the Subgrantee acknowledge the receipt and sufficiency of valid consideration for this Agreement and agree as follows:

ARTICLE I TERM OF CONTRACT

1.1 The term of this Agreement shall commence on the Effective Date and continue through December 31, 2026, unless otherwise terminated earlier as provided below (the "Term").

ARTICLE II DUTIES OF THE SUBGRANTEE

2.1 The Subgrantee shall cause the Project to be carried-out materially in the form and phasing as set forth in the Project Proposals. The Subgrantee shall review and approve-to-pay all duly submitted invoiced requests for payment from its procured vendors and submit as such to the Board for payment pursuant to Article III of this Agreement. The Subgrantee has no authority to enter into contracts or agreements on behalf of the Board. The Board may, at its discretion, provide the Subgrantee with direction as to the Project, but the Subgrantee is solely responsible for determining the means and methods of performing the Project.

2.2 The Board and the Subgrantee agree that they may amend, in writing, from time to time, the scope of the Project. The Parties acknowledge and agree the Project to be performed under this Agreement is not in the nature of legal or accounting services.

2.3 The Subgrantee shall ensure that the Project is performed in a manner that is consistent with applicable federal, state, and local laws and regulations. The Board shall have the right to refuse payment of Project costs of the Subgrantee under this Agreement for any lawful reason.

2.4 The Subgrantee shall comply with "Contract Provisions for Non-Federal Entity Contracts under Federal Award", which appear in EXHIBIT D, and such provisions of the Uniform Guidance 2 CFR 200, *including but not limited to* the following federal procurement requirements:

- (i) Subgrantee shall provide evidence of Subgrantee's written federal procurement procedures in compliance with 2 CFR 200.318(a).
- (ii) Subgrantee shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in compliance with 2 CFR 200.318(c)(1).
- (iii) Subgrantee shall procure engineering/design services using a qualifications-based competitive proposal selection procedure in compliance with 2 CFR 200.320(a)(b)(2). The requirements include (a) public advertisement of requests for proposals that identify all evaluation factors and their relative importance, (b) solicitation from an adequate number of qualified firms, and (c) a written method for conducting technical evaluations of proposals and selection process. The contract must be awarded to the responsible engineering/design firm whose proposal is most advantageous to Subgrantee, with price and other evaluation factors considered.
- (iv) Subgrantee shall procure construction services using a sealed competitive bidding process in compliance with 2 CFR 200.320(a)(b)(1). The requirements include public advertisement of the Project with the following conditions present: (a) complete, adequate and realistic specifications; (b) two or more responsible bidders willing to compete effectively for the work; (c) a firm fixed price bid so the selection can be made principally on the basis of price. The Subgrantee must open the bids publicly and a firm fixed price contract shall be awarded to the lowest responsive and responsible bidder. Any or all bids may be rejected if there is a sound documented reason.
- (v) Subgrantee shall maintain records sufficient to detail the history of procurement, including the method of procurement, contract type, and basis for contractor selection in compliance with 2 CFR 200.318(i).

2.5 This Project shall be subject to Ohio Prevailing Wage laws. To the extent the Project is not sourced from any other federal funds other than the ARPA Funds, the federal Davis-Bacon Act does not apply to this Project. Subgrantee shall ensure that the contractor(s), and any subcontractors, pay their respective employees at a rate not less than the Ohio prevailing wage rates.

2.6 Subgrantee agrees to include the Contract Provisions for Non-Federal Entity Contracts under Federal Award set forth in EXHIBIT D as terms and conditions in any contract entered into by and between the Subgrantee and contractor(s) it engages in pursuit of the Project. Subgrantee further agrees to require contractor(s) to include the terms and conditions in EXHIBIT D in all subcontractor agreements.

2.7 Subgrantee agrees to comply with all ARPA statutory requirements and U.S. Department of Treasury and the U.S. Treasury Office of Inspector General implementation rules and regulations.

2.8 Subgrantee agrees to keep all records, financial and otherwise, relating to ARPA funds received pursuant to this Subgrant Agreement for at least three (3) calendar years following final close-out of the Project in compliance with 2 CFR 200.334.

2.9 Subgrantee agrees to provide the Board with access to and the right to review or audit any and all such records pertinent to this Subgrant Agreement for the purpose of making audits, examinations, excerpts, and transcriptions in compliance with 2 CFR 200.337. This right also includes timely and reasonable access to Subgrantee's personnel for the purpose of interview and discussion relating to such documents. Subgrantee further agrees to keep said records in a manner to facilitate such reviews and audits.

2.10 If at any time by audit or other review, it is determined that any part of Subgrantee's Project costs was not eligible for reimbursement, Subgrantee agrees to immediately repay the ineligible portion of funds to the Board.

2.11 Subgrantee certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and Ohio Civil Rights Law.

ARTICLE III COMPENSATION

3.1 The Board shall compensate the Subgrantee for eligible Project costs by remitting payments directly to the Subgrantee's duly procured vendors engaged in the Project. The sufficiency of the vendors' invoiced requests for payment, notwithstanding their approval by the Subgrantee, is at the sole discretion of the Board. In all instances, the Board's compensation to the Subgrantee's duly procured vendors under this Agreement, according to the Project as described in the attached Project Proposals, will not exceed Two Million Fifty-Five Thousand Five Hundred Twenty-Three Dollars and Zero Cents (\$2,055,523.00) ("Total Payment"), which such amount represents the Board's full and complete amount of payments for the Project performed hereunder.

3.2 The Board shall issue payment within thirty (30) days of receipt and approval of Subgrantee's procured vendors' duly submitted invoiced request for payment. If the Board disputes any portion of the invoiced request for payment and delays in paying a portion pending resolution of the disputed amount, the undisputed amount requested for payment will be paid by the Board in accordance with the terms hereof. In the event of and during any pending dispute between the Parties regarding their respective rights and obligations hereunder including, but not limited to, questions regarding any portion of the invoiced request for payment and resulting delays in payment of that portion pending resolution of such dispute, unless instructed otherwise in writing by the Board, the Subgrantee shall continue to perform the Project, and the Board shall continue to pay all undisputed amounts in accordance with the terms hereof.

3.3 The Board and the Subgrantee agree that, during the term of this Agreement, the Subgrantee and its procured vendors shall be responsible for all their own business expenses, unless otherwise provided herein, including all payroll functions, employees' wages and salaries, insurance of every type and description, other employee benefits of any nature whatsoever and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. The Board shall issue a 1099 for all monies paid to the Subgrantee and its procured vendors, as applicable.

3.4 The Parties acknowledge and agree the Subgrantee's Project costs are eligible for reimbursement under this Agreement by the County with ARPA Funds. Specifically, this Project constitutes a necessary investment in water, sewer, or broadband infrastructure, pursuant to 31 CFR 35.6(e)(1).

ARTICLE IV CONTRACT TERMINATION

4.1 This Agreement may be terminated by either of the Parties upon thirty (30) days' written notice to the other Party, subject to the provisions of this Article IV. Further, this Agreement is subject to annual appropriation by the Board pursuant to Ohio Revised Code Section 5705.44, and in the event such annual appropriation is not made, this Agreement will terminate.

4.2 To the extent allowable under federal law, including provisions of 2 CFR 200.340, the Board may terminate this Agreement at any time by sufficient notice to the Subgrantee, in the event of any of the following circumstances:

- a. A receiver for Subgrantee's assets is appointed by a court of competent jurisdiction.
- b. Subgrantee is divested of its rights, powers, and privileges under this Agreement by operation of law.
- c. Subgrantee fails to comply with any term, covenant, or condition of this Agreement to be kept, performed, and observed by it, and the Subgrantee fails to remedy such noncompliance within thirty (30) days from the date of written notice from the Board as set forth in Sec. 4.1 herein, and all pursuant to 2 CFR 200.339 *et seq.*
- d. Subgrantee's violation of any applicable federal, state, or local law applicable to the Project and completion thereof.

If, prior to the receipt of any ARPA Funds from the Board hereunder and upon giving thirty (30) days prior written notice, Subgrantee desires to terminate this Agreement.

4.3 In the event of termination under this Article IV, the Subgrantee shall, unless the notice directs otherwise, immediately cause the discontinuation of work related to the Project and discontinue the placing of orders for materials, facilities, and supplies in connection with the performance of their obligations under this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to the Board or, at the option of the Board, give the Board the right to assume those obligations directly, including all benefits to be derived therefrom. The Subgrantee shall thereafter do only such work as may be necessary to preserve and protect the work already in progress and to protect material and equipment on the job site or in transit thereto. Upon termination under this Article IV, the Subgrantee and its procured vendors shall be entitled to payment for all eligible costs incurred up to the date of termination. In no event shall the payment due hereunder exceed the Total Payment under this Agreement. Under no circumstances is the Subgrantee entitled to reimbursement for any lost profits, lost opportunity costs, productivity losses, lost efficiencies, or any other direct, indirect, or consequential damage or cost occasioned by Board's termination herein.

4.4 If the Board terminates this Agreement for convenience, the Board shall pay Subgrantee for reasonable Project costs associated with the performance thereof prior to and as of the date of such termination.

4.5 Subgrantee's audit and indemnification obligations hereunder are to survive the termination of this Agreement.

ARTICLE V NOTICE

5.1 Notices provided by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, return receipt requested; or (iv) delivered by electronic mail, with confirmed receipt, to the following addresses or to such other address as either Party shall designate by proper notice to the other Party. Unless otherwise provided herein, notices will be deemed given as of the date of actual receipt.

Notices to Subgrantee: Kelly Porter

Belmont County Water and Sewer District
67711 Oakview Drive
P.O. Box 457
St. Clairsville, Ohio 43950
email: kelly.porter@belmontcountywater.com

Notices to the Board:

Belmont County Commissioners
101 West Main Street
St. Clairsville, OH 43950
Attn. of: Bonnie Zuzak, Clerk
Email: BZuzak@belmontcountyohio.org
with a copy to:
Bricker Graydon LLP
100 South Third Street
Columbus, Ohio 43215
Attn. of: Jeffrey D. Harris, Esq.
Email: jharris@brickergraydon.com

ARTICLE VI MODIFICATIONS AND AMENDMENTS

6.1 The Board reserves the right to revise this Subgrant Agreement if (i) the U.S. Department of Treasury amends its guidance regarding any matter involving this Subgrant Agreement and (ii) solely at the discretion of the Board, based on advice from its legal counsel, such changes by the U.S. Department of Treasury to its published guidance materially alters the eligibility of the Project and the use of ARPA Funds contemplated herein.

ARTICLE VII GOVERNING LAW

7.1 This Agreement is to be construed in accordance with the laws of the United States and the State of Ohio.

ARTICLE VIII [INTENTIONALLY OMITTED]

ARTICLE IX ENTIRE AGREEMENT

9.1 This Agreement and its incorporated exhibits represent and are the entire agreement between Subgrantee and the Board and supersedes any previous agreement or representation with respect to the subject matter described in this Agreement. This Agreement may not be altered or amended except by the mutual agreement of Subgrantee and the Board, made in writing and signed by both Parties. This Agreement may be executed in counterparts, each of which is deemed an original, and such counterparts together are to constitute but one and the same agreement. The captions and headings of the paragraphs of this Agreement are inserted solely for the convenience of reference; they in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement. In the event that any provision contained in this Agreement is determined to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement is to continue in full force and effect and not be affected by such determination. A Party's failure to enforce the provisions of this Agreement will

October 23, 2024

not be construed as a waiver of any provision, and such failure will not limit the right of such Party to enforce each and every provision of this Agreement. Neither Party shall transfer or assign this Agreement without advanced written notice to the other Party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as evidenced by their signatures below:

BOARD OF COMMISSIONERS OF
BELMONT COUNTY,
STATE OF OHIO

BELMONT COUNTY WATER AND
SEWER DISTRICT

By: Jerry Echemann /s/ J. P. Dutton /s/

By: Kelly Porter /s/

Josh Meyer /s/

Title: Director

Title: President Member

Date: 10/25/24

Vice-President

Date: 10-23-24

APPROVED AS TO FORM:

Jacob Manning, Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AN AGREEMENT FOR ENGINEERING SERVICES WITH VAUGHN, COAST AND VAUGHN, INC/WATER & SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign an agreement for engineering services with Vaughn, Coast and Vaughn, Inc., in the lump sum fee of \$30,000.00, for the 2025 Repair and Recoat of McKeever Water Tank project, based upon the recommendation of Water and Sanitary Sewer District Director Kelly Porter, to be paid out of the N88 fund.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of OCT. 23, 2024 ("Effective Date") between the Belmont County Board of Commissioners ("Owner") and Vaughn, Coast & Vaughn, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Repair and recoat the McKeever Water Tank ("Project").

Engineer's services under this Agreement are generally identified as follows: Prepare and solicit tank ROV inspection proposal; prepare tank repair and recoating bid documents based on ROV evaluation report by Owner's selected tank inspection company; provide bidding services; and provide construction administration services coordinating with Owner's selected inspection company. ("Services").

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: Prepare bidding documents to allow bidding and contract award by January 31, 2025 with a construction period occurring during 2025 to end of tank painting season (November 1, 2025). If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner

disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment—Lump Sum

A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of \$ 30,000 as follows:

- a. Bidding Documents: \$ 15,000
- b. Bidding: \$ 5,000
- c. Construction Administration \$ 10,000

2. In addition to the Lump Sum amount, reimbursement for the following expenses: None.

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any.

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of

such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs

incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; and
 - 3. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: None.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Belmont County Board of Commissioners

Engineer: Vaughn, Coast & Vaughn, Inc.

[Handwritten signature]

[Handwritten signature]

By: *[Handwritten signature]*
Print name: JERRY ECHEMANN - PRESIDENT
Title: J.P. DUTTON, MEYER
Date Signed: 10-23-24

By: _____
Print name: Jeffrey A. Vaughn
Title: Vice-Pres.
Date Signed: 10-21-2024

Engineer License or Firm's Certificate No. (if required):

01020

State of: Ohio

Address for Owner's receipt of notices:
101 W. Main St.
St. Clairsville, OH 43950

Address for Engineer's receipt of notices:
154 S. Marietta St.
St. Clairsville, OH 43950

APPROVED AS TO FORM:

[Handwritten signature]
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

THE PRESIDENT OF THE BELMONT COUNTY REGIONAL AIRPORT AUTHORITY TO SUBMIT AN APPLICATION FOR FUNDING AND EXECUTE GRANT CONTRACT AND ANY RELATED DOCUMENTS FOR THE FY 2025 GRANT PROGRAM

Motion, made by Mr. Echemann, seconded by Mr. Meyer, as the co-sponsor for the Belmont County Regional Airport Authority, to adopt the resolution authorizing the President of the Belmont County Regional Airport Authority to submit an application for funding on behalf of the Board and execute the grant contract and any related documents for the FY 2025 Grant Program.

Note: \$16,927 is being requested to Shift Existing Taxiway Design, Rehabilitate Apron Design, Relocate Access Road Design and Hangar Access Road Slip Repair.

WHEREAS, The Barnesville-Bradfield Airport is in need of improvements and those improvements will be accomplished through the Shift Existing Taxiway (2,800' x 25') – Design; Rehabilitate Apron (1,100 S.Y.) – Design; Relocate Access Road (1,030' x 18) – Design; and Hangar Access Road Slip Repair (220' x 18') – Design project. The Ohio Department of Transportation, Office of Aviation, is accepting applications for FY 2025 Ohio Airport Improvement Program Grants, and

WHEREAS, the Board desires to authorize the President of the Belmont County Regional Airport Authority to submit an application for funding on behalf of the Board and execute the grant contract and any related documents for the FY 2025 Grant Program,

NOW THEREFORE, BE IS RESOLVED, that an application be submitted to the Ohio Department of Transportation in the amount of \$16,927 for Shift Existing Taxiway (2,800' x 25') – Design; Rehabilitate Apron (1,100 S.Y.) – Design; Relocate Access Road (1,030' x 18) – Design; and Hangar Access Road Slip Repair (220' x 18') – Design Project by the President of the Belmont County Regional Airport Authority and once a Grant offer is received from the Ohio Department of Transportation this Board authorizes the President of the Belmont County Regional Airport Authority to execute the Grant contract and all related documents and to manage the grant as necessary inclusive of amendments to the Grant contract and submission of applications for payment associated with the Grant as required by the Ohio Department of Transportation.

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 YORK 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 York 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 York 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 York 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 AMENDED OFFICE OF COMMUNITY DEVELOPMENT 2021 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM GRANT AGREEMENTS/BELOMAR

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the amended Office of Community Development 2021 Community Housing Impact and Preservation Program Grant Agreements, extending the draw completion date to October 31, 2024 and grant completion date to November 30, 2024.

- Grant No. B-C-21-1AG-1 in the amount of \$212,000.00
- Grant No. B-C-21-1AG-2 in the amount of \$488,000.00

Note: This CHIP program has officially ended, but one more draw is needed.

Upon roll call the vote was as follows:

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

Discussion-Frank Papini, Bridgeport, questioned if the COVID relief money was for infrastructure. Mr. Dutton said there were two bills. The Cares Act was for immediate response to COVID and that money was expended in 2020. The ARPA funds were to help communities recover. Belmont County received \$13.1 million. Mr. Dutton said there were three main pillars for use of those funds. One was water/sewer, one was broadband development and the other is sort of county procedure type response such as operational projects if qualifications were met. He added entities were allowed to claim revenue loss up to \$10 million if over \$10 million was received. That loosened the regulations of what the funds could be used for. \$2 million of the \$10 million was used for a loan for broadband. The majority of the remaining balance will be put towards the new Health Department complex. Mr. Echemann added the county has been earning interest on the funds.

RECESS

**Board of Elections Director Aaron Moore and Deputy Director Kamron Chervenak
Re: Election Process**

Mr. Moore said elections in Ohio are very secure and safe. All applications coming in are verified before ballots are sent out and verified when they are returned. The process is done by a bi-partisan team. Mr. Moore noted the Board of Elections is required by law to be made up of half Republicans and half Democrats to ensure fairness. Mr. Moore said all ballots in Belmont County are paper ballots. He said a voter can track their ballot on the Election Board website.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:04 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Hannah Warrington, HR Administrative Assistant, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees and ORC 121.22(G)(4) Collective Bargaining.

October 23, 2024

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:02 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:02 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said there are two motions to be considered as a result of executive session.

IN THE MATTER OF APPROVING THE PROMOTION OF BONNIE BOROVICH, PART-TIME CENTER DRIVER TO FULL-TIME CENTER COORDINATOR/SOBC

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the promotion of Bonnie Borovich, part-time Center Driver to full-time Center Coordinator at Senior Services of Belmont County, effective October, 18, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CHANGE OF JULIE TABOR, FROM PART-TIME KENNEL STAFF TO FULL-TIME KENNEL STAFF

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the change of Julie Tabor from part-time Kennel Staff to full-time Kennel Staff at Belmont County Animal Shelter, effective October 27, 2024.

Upon roll call the vote was as follows:

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

RECESS

BUDGET HEARINGS-Present: Jaclynn Smolenak, Fiscal Clerk and Lisa Vannoy, Assistant Clerk
2025 budget requests were reviewed.

SHERIFF'S DEPARTMENT-Present: Sheriff Lucas, Chief Jim Zusack and Fiscal Clerk Kitty Jo Paboucek.
\$9,462,207 requested for 2025. The amount included six new cruisers and \$30,000 is for body cameras. The \$400,000 housing request will be put towards other items if not needed for housing prisoners. Gasoline, food and medical costs remains a guess. Funds obtained from Shop with a Deputy, E-SORN, K-9, Explorers, Dive Team, Project Lifesaver and Warrant Fees are requested to be returned to the Sheriff's Department to run those programs. \$20,000 is in the budget request for computers. Contract services line has increased due to the Medical Director's contract increase. Ms. Paboucek said a little over \$100,000 will be returned to the General Fund.

RECESS

Reconvened Thursday, October 24, 2024 at 10:01 a.m. with Commissioners Echemann and Meyer. Absent: Commissioner Dutton.

BUDGET HEARINGS-Present: Jaclynn Smolenak, Fiscal Clerk and Lisa Vannoy, Assistant Clerk
2025 budget requests were reviewed.

PUBLIC DEFENDER-Present: Aaron Moore and Lisa West
\$809,830 requested for 2025. This amount will be revised due to the hire of an additional part-time attorney. They are a part-time secretary short. Mr. Moore said they are thinking of adding a social worker to the staff. He is looking at a program that will cut down the viewing time substantially of videos. A key word will be put in to search. Ms. West said anything spent with budget funds is 78% reimbursable from state funds.

RECESS

PORT AUTHORITY-Present: Director Larry Merry and Administrative Assistant Jennifer Brothers
\$217,290 requested for 2025. \$65,000 is given to the Port Authority from the General Fund.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:00 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 11:00 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 29th day of October, 2024.

Jerry Echemann /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Commissioner Josh Meyer – Absent_____

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