

St. Clairsville, Ohio

December 3, 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 \$318,529.56

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-0051-A001-A50.000 Budget Stabilization	E-0257-A015-A15.074 Transfers Out	\$200,000.00
E-0054-A006-F03.000 Utilities	E-0054-A006-F07.000 Other Expenses	\$9,900.00
E-0121-A006-B03.010 Supplies	E-0121-A006-B02.002 Salaries-Employees	\$2,829.65
E-0121-A006-B08.000 Travel	E-0121-A006-B02.002 Salaries-Employees	\$1,029.54

Y91 EMPLOYERS SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.000 HSA Fund	\$70.89

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 W97 TERMINATION BENEFITS

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers -Out	R-1497-W097-W01.574 Transfers In	\$200,000.00

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-0170-A006-G05.011 PERS	E-0170-A006-G04.012 Equipment	\$1,500.00
E-0170-A006-G10.000 Employee Fringe Benefits	E-0170-A006-G04.012 Equipment	\$7,500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the December 03, 2024 date:

A00 GENERAL FUND

E-0181-A003-A6.011	Contract Services	\$7,570.00
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$4,753.16
E-8010-S030-S60.000	Maintenance & Repair	\$15,000.00

W97 TERMINATION BENEFITS

E-1497-W097-W05.002	Salaries	\$200,000.00
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SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000	Medical	\$891.60
E-0131-A006-A17.010	Cruisers	\$584.51
E-0131-A006-A20.000	False Alarms	\$200.00
E-0131-A006-A23.000	Background	\$188.00
E-0131-A006-A24.000	E-SORN	\$795.00
E-0131-A006-A28.000	Shop with a Cop	\$5,527.50
E-0131-A006-A32.000	Warrant Fee	\$718.67
E-5100-S000-S01.010	Commissary	\$13,012.25
E-5101-S001-S06.000	CCW License	\$892.00
E-5101-S001-S07.012	CCW Equipment	\$1,238.00
E-9710-U010-U06.000	Reserve	\$761.25

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS
FOR HSA CHARGEBACKS/DECEMBER 2024

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for HSA Chargebacks for December 2024

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2812-K000-K20.006	ENGINEER	R-9891-Y091-Y12.500	192.62
E-2811-K200-K10.006	ENGINEER	R-9891-Y091-Y12.500	192.62
E-3702-P005-P31.000	WWS#3	R-9891-Y091-Y12.500	263.51
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	263.51
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	70.89
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	192.62
		TOTALS	1,175.77

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR MUTUAL OF OMAHA LIFE
INSURANCE CHARGEBACKS FOR THE FOURTH QUARTER PERIOD:
OCTOBER, NOVEMBER AND DECEMBER 2024

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the Mutual of Omaha Life Insurance Chargebacks for the Fourth Quarter (October, November and December 2024)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	2,490.09
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	51.30
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	65.64
E-1510-W081-P04.000	PROSECUTOR DRETAC	R-9891-Y091-Y05.500	17.10
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	71.25
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	213.75
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	413.97
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	8.55
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	8.55
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	8.55
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	19.95
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	42.75
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	215.22
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	45.60
E-3702-P005-P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	265.71
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	84.96
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	25.65
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	8.55
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	51.30
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	236.57
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	719.73
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	104.07
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	36.87

E-2211-F069-F04.000	TRAILER PARKS	R-9891-Y091-Y05.500	0.43
E-2227-F074-F06.000	SEWAGE	R-9891-Y091-Y05.500	10.24
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	11.24
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	11.77
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	5.66
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	4.48
E-2236-F088-F01.002	GET VACCINATED	R-9891-Y091-Y05.500	0.43
E-2237-F089-F01.002	INTEGRATED NALO1ONE	R-9891-Y091-Y05.500	6.20
E-2238-F090-F01.002	PUBLIC HEALTH WORKFORCE	R-9891-Y091-Y05.500	5.45
E-2239-F091-F01.002	ENHANCED OPERATIONS	R-9891-Y091-Y05.500	7.32
E-2241-F093-F07.002	ADOLESCENT HEALTH & RESLLIENCY	R-9891-Y091-Y05.500	6.98
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	22.80
E-2219-N050-N05.000	WATER	R-9891-Y091-Y05.500	1.80
E-2220-P070-P01.002	POOLS	R-9891-Y091-Y05.500	0.55
E-2243-F095-F07.002	BODY ART	R-9891-Y091-Y05.500	0.32
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	25.65
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	51.30
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	8.55
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	17.10
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	17.10
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	8.55
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	14.28
E-1546-S056-S04.001	PROBATION SERVICES	R-9891-Y091-Y05.500	17.10
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	8.55
Total amount this transfer			5,469.53

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 December 3, 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 REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Echemann, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies. **W97/TERMINATION BENEFITS-\$200,000.00** transferred from the General Fund line E-0257-A015-A15.074 to line R-1497-W097-W01.574 of the W97 Fund on 12/3/2024.

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 SEPTEMBER 2024

Motion made by Mr. Echemann, seconded by Mr. Dutton 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 September 2024.

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 November 26, 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’s regular meeting on Wednesday, December 11, 2024 will start at 11:00 a.m. instead of 9:00 a.m. due to a scheduling conflict.

IN THE MATTER OF ACCEPTING THE RETIREMENT OF RICHARD MALESKI, FULL-TIME CHIEF WASTEWATER PLANT OPERATOR III/WATER & SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the retirement of Richard Maleski, full-time Chief Wastewater Plant Operator III at Belmont County Water and Sewer District, effective January 1, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RETIREMENT OF DAVID MCFARLAN, FULL-TIME CHILD SUPPORT INVESTIGATOR/CASE MANAGER/JFS

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the retirement of David Mcfarlan, full-time Child Support Investigator/Case Manager at Belmont County Department of Job and Family Services, effective December 31, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AGREEMENT BY AND BETWEEN THE COUNTY OF BELMONT AND THE BELMONT COUNTY TOURISM COUNCIL, INC.

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the agreement by and between the County of Belmont and the Belmont County Tourism Council, Inc., effective January 1, 2025 through December 31, 2025; this agreement shall automatically renew for one five-year period, unless terminated by either party.

Note: The County shall contribute revenue from the Lodging Tax to Tourism.

AGREEMENT

THIS AGREEMENT, effective January 1, 2025, by and between the County of Belmont, State of Ohio, hereinafter referred to as the “County” and the Belmont County Tourism Council, Inc., an Ohio non-profit Corporation, hereinafter referred to as the “Council,” each sometimes herein referred to as a “Party,” and together referred to as the “Parties.”

WITNESSETH

WHEREAS, the County has heretofore on the 6th day of July, 1983, enacted a tax (the “Lodging Tax”) upon lodging furnished to transient guests, pursuant to Ohio Revised Code, Section 5739.024 (subsequently renumbered to Section 5739.09); and

WHEREAS, the Council has been the Convention and Visitors’ Bureau operating in Belmont County, which has been receiving lodging tax funds from the County pursuant to an agreement with the County dated August 26, 1987 (the “Prior Agreement”), as provided by Ohio Revised Code Section 5739.09; and

WHEREAS, the parties desire to amend the Prior Agreement to clarify the terms of their relationship.

NOW, THEREFORE, BE IT AGREED, by and between the County and the Council as follows:

1. That the Council shall operate a convention and visitors’ bureau known as “Belmont County Tourism Council, Inc.” which is operated under the direction and authority of a Board of Directors of the “Council” for the purpose of promoting and fostering tourism, visitors and conventions within Belmont County, Ohio, and shall operate said Council within the confines of the Articles and By-Laws for said Council.
2. That the Council shall designate one or more persons, but not more than three persons, as the person or persons, to be responsible for the proper receipt, disbursement, and accountability for the monies to be contributed to the Council by the County pursuant hereto, and shall furnish good and sufficient fidelity bond satisfactory to the County in the principal sum of \$200,000.00, with adequate surety thereon for persons so designated, to insure the proper and lawful receipt, disbursement and accountability for the monies to be contributed by the County pursuant hereto;
3. The County shall contribute to Council the revenue from the Lodging Tax, computed as set forth in Paragraph 4. Said contributions shall be made on a quarterly basis as follows:
 - a. For the period January 1 to March 31, payment shall be made by May 31.
 - b. For the period April 1 to June 30, payment shall be made by August 31.
 - c. For the period July 1 to September 30, payment shall be made by November 30.
 - d. For the period October 1 to December 31, payment shall be made by February 28.
4. The payments described in Paragraph 3 shall be computed as follows.
 - a. All lodging tax payments received for the quarter shall be totaled;
 - b. An administrative fee of \$1,000 per month, representing the real and actual costs of administering the lodging tax incurred by the County, shall be subtracted from the total;
 - c. Five (5) percent of the remaining amount shall be subtracted as the contribution payable to the municipal corporation or township without its own lodging tax in which each transaction occurred pursuant to Ohio Revised Code 5739.09(A)(1) and the Resolution of the Belmont County Commissioners dated July 6, 1983; and
 - a. All remaining amounts shall be sent to the Council on the dates set forth in Paragraph 3.
5. The Council shall receive and disburse the lodging tax revenues described in the preceding Paragraphs solely for the proper purpose of fostering and promoting tourism, visitors and conventions within Belmont County, Ohio, in accordance with the requirements for such expenditures recognized by Ohio Revised Code 5739.09(J). The Council shall maintain true, complete and accurate books and records of such receipts and expenditures, in accord with accepted accounting practices and in accord with any past, present or future standards or guidelines as established by the Auditor of the State of Ohio, Bureau of Inspection and Supervision of Public Offices, applicable thereto, and such books and records shall be open for examination and inspection by the duly designated representative of the County or the Auditor of the State of Ohio, upon reasonable notice. Lodging tax funds received from the County pursuant to this Agreement shall be kept separate and apart from all other funds of the Council.
6. The Council shall render true, accurate and complete accounting for all monies received hereunder including expenditures made therefrom and verified balances on hand, at such intervals as the County may request, but not less frequently than quarterly, whether or not requested. Said quarterly accounting shall be made as follows:
 - a. On or before the 31st day of January, for the three-month period October 1 through December 31;
 - b. On or before the 30th day of April, for the three-month period January 1 through March 31;

- c. On or before the 31st day of July, for the three-month period from April 1 through June 30;
- d. On or before the 31st day of October, for the three-month period from July 1 through September 30.

7. That the Council shall send a copy of all approved minutes of the Council's meetings to the County and also present to the County approved monthly financial reports showing use of the funds provided. Said reports shall be due no later than 7 days after the Council's monthly meeting.

8. The Council shall submit to the County, on or before November 30 of each year, the Council's budget and program for the next year, quarterly operational and financial reports of the Council. Additionally, an annual audit report of the Council, prepared by a certified public accountant or State Auditor's Office shall be sent to the county as soon as reasonably practicable after the close of the calendar year but no later than December 1 of the following year.

9. The initial term of this agreement shall expire on December 31, 2025. It shall automatically renew for one five-year period, unless, not later than 45 days prior to the current termination date, either party has given notice of nonrenewal of this agreement. However, the parties agree that not later than one year prior to the expiration of the second term, they will meet to discuss future contract terms and any potential changes to be made to it. Regardless of the aforementioned terms, either party shall have the absolute and unqualified right, with or without cause or justifiable reason, to terminate this agreement at any time. The terms of such termination shall be either party giving the other a minimum of thirty (30) days' notice prior to the effective date of the same.

10. The Council shall be an independent contractor in performing services under this Agreement, and shall not be deemed to be a servant, agent or employee of the County for any purpose whatsoever, and the County shall not be liable in whole or in any part for any debt or obligation incurred by the Council.

11. This Agreement constitutes the entire agreement and understanding between the Parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Without limiting the generality of the foregoing, this Agreement specifically supersedes the agreement between the Parties dated August 26, 1987.

12. This Agreement may only be modified by a writing signed by both Parties.

13. This Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the County of Belmont, State of Ohio, acting by and through its duly elected Board of County Commissioners, and the Belmont County Tourism Council, Inc., (an Ohio non-profit Corporation), acting by and through its President John Rataiczak, and its Vice-President Dan Frizzi, each of whom is authorized to sign for and on behalf of the Corporation, have hereunto subscribed their respective names.

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/

Jerry Echemann (President)

Josh Meyer /s/

Josh Meyer (Vice President)

J. P. Dutton /s/

J. P. Dutton

Attest: Bonnie Zuzak /s/

Bonnie Zuzak (Clerk of the Board)

Date: 12/3/24

BELMONT COUNTY TOURISM COUNCIL, INC.

Josh Rataiczak /s/

John Rataiczak (President)

Daniel L. Frizzi /s/

Dan Frizzi (Vice-President)

Attest: Jaclyn A. Pugh /s/

Jackee Pugh (Executive Director)

Date: 12/4/24

Approved as to form:

Jacob Manning /s/

Jacob Manning,

Belmont County Prosecuting Attorney

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF THE PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND REBECCA SAFKO, CONSULTANT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Purchase of the Performance of Services contract between Belmont County Department of Job and Family Services and Rebecca Safko, Consultant, for fiscal services relative to Workforce Investment Opportunity Act (WIOA) Area 16 effective January 1, 2025 through December 31, 2025 in an amount not to exceed \$39,203.49.

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

Whereas, this contract, entered into on this 3rd day of **December, 2024**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser"), in its capacity as Fiscal Agent for Workforce Area 16, and Rebecca Safko, Consultant (hereinafter "Contractor"), is for the purchase of the performance of the following services: WIOA Area 16 fiscal services that meet the requirements and standards of the Workforce Innovation and Opportunity Act (WIOA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide WIOA Area 16 fiscal services. The Purchaser has agreed to use WIOA Funds (CFDA # 17.258, #17.259, and #17.278), Comprehensive Case Management Employment Program (CCMEP) TANF Funds (CFDA #93.558); National Dislocated Worker Grant (NDWG) (CFDA 17.277); and other workforce related funding coming to the area after the date of this contract that support the activities performed under this contract.

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: Rebecca Safko
1446 Iroquois Drive
Pittsburgh, PA 15205
740-632-4671

III CONTRACT PERIOD

This contract and its terms will become effective on January 1, 2025. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2025.

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 and h 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 way 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.

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

CCMEP is the Comprehensive Case Management Employment Program.

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 professional services performed under this contract include Fiscal Services and Program Monitoring. The contract period will be January 1, 2025, through December 31, 2025. At a minimum, this contract requires the Contractor to perform the following services:
Design and implement a financial reporting package compatible with the CFIS web reporting system; receive and evaluate weekly draw requests then compile for State submission; monthly uploads, including the preparation of Belmont County's submission; reconcile funds with counties on a monthly basis; provide technical assistance to counties, as necessary; perform fiscal and program monitoring in each county, prepare and present fiscal reports to the COG and WDB, act as liaison between ODJFS and Area 16 counties, assist counties with WIOA audits, as needed; prepare the Area 16 audit schedules and footnotes; act as a liaison with the Auditor of State regarding the Area 16 audit; maintain Area 16 fiscal documentation; and perform monitoring of the Belmont County CCMEP TANF population caseload.
2. Contractor shall meet all service requirements of this contract. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
3. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
4. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser agrees to cooperate and collaborate with Rebecca Safko, Consultant, to plan, implement, and monitor services under this contract.
2. Purchaser will pay all costs for services under this contract.
3. Purchaser agrees to maintain communication with Rebecca Safko, Consultant, on the local Workforce Innovation and Opportunity Act program and related activities as they apply to all counties in WIOA Area 16.
4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide services listed under the above Contractor Responsibilities in a timely and efficient manner necessary for the operation of Workforce Area 16 and its individual counties' WIOA programs.

D. Performance Standards

The Purchaser will review the performance of services listed under the above Contractor Responsibilities periodically to assure that all necessary services are being provided as outlined in the contract.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due by the 10th of the following month and will include all required information for the entire prior month, from the first to the last day of that month.

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

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audit or examination. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. 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, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and 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 Funds (CFDA # 17.258, #17.259, and #17.278), CCMEP TANF Funds (#93.558); National Dislocated Worker Grant (NDWG) (CFDA 17.277); and subsequent related workforce funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$38,203.49 (12-month contract)**. **All financial obligations of Purchaser under**

this contract are subject to federal and Ohio funding levels consistent with the fiscal year. This is the final year of the four-year contract period that expires on December 31, 2025. The contract amount includes an additional \$1,000.00 of CCMEP TANF Administration Funding for providing monitoring services of the CCMEP TANF participants. The total contract amount shall not exceed \$39,203.49 annually. The contract amount will be increased by 2% annually for years 2-4 (calendar years 2023, 2024, and 2025) to adjust for inflation.

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 10th 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 Workforce Area 16 Fiscal Services.

Rebecca Safko, Consultant, shall provide services listed under Contractor Responsibilities as noted on attached budget, Exhibit A, at the end of this contract. Cost shall not exceed \$39,203.49

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, if 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.

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 acceptance of closeout report. If an audit is initiated during this 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, if 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 because 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 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 always 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

In the event Purchaser approves of a subcontract of all or part of the performance required herein, 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. Contractor is solely responsible for making payments to all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

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 and the Area 16 Workforce Development Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of 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 and the Area 16 Workforce Development Board 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 based on 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 PROCUREMENT

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

XL SIGNATURES

<u>Jeffery Felton /s/</u>	<u>12/2/24</u>
Jeffery Felton, Director	Date
Belmont County Department of Job and Family Services	
<u>J. P. Dutton /s/</u>	<u>12/3/24</u>
J. P. Dutton	Date
Belmont County Commissioner	
<u>Jerry Echemann /s/</u>	<u>12-3-24</u>
Jerry Echemann	Date
Belmont County Commissioner	
<u>Josh Meyer /s/</u>	<u>12/3/24</u>
Josh Meyer	Date
Belmont County Commissioner	
<u>Rebecca Safko /s/</u>	<u>11/23/24</u>
Rebecca Safko, Consultant	Date
Approved as to form:	
<u>Jacob Manning /s/</u>	<u>12/4/24</u>
Jacob Manning	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE ANNUAL REPORT ON THE DELINQUENT TAX & ASSESSMENT COLLECTION (DTAC) FUND FY 2024

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the annual report on the Delinquent Tax & Assessment Collection (DTAC) Fund for fiscal year 2024 as submitted by Katherine J. Kelich, Belmont County Treasurer, pursuant to Ohio Revised Code Section 321.261.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS TO REPAINT MCKEEVER WATER STORAGE TANK

Motion made by Mr. Echemann, seconded by Mr. Meyer to advertise for bids to repaint McKeever water storage tank for the Belmont County Water and Sewer District, based upon the recommendation of Kelly Porter, Director and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

Note: The Engineer's estimate is \$600,000.

ADVERTISEMENT FOR BIDS

BELMONT COUNTY COMMISSION
BELMONT COUNTY, OHIO

Sealed bids for **McKeever Tank Repainting** will be received by the Belmont County Commission at the Commission's office, located at the Belmont County Courthouse, 101 W. Main Street, St. Clairsville, OH 43950 until 10:00 a.m. local time, January 22, 2025 and then at said office publicly opened and read aloud.

The Contract Documents and Specifications may be examined at the following locations:

Builders Exchange, Inc. - Cleveland
 9555 Rockside Rd., Suite 300
 Cleveland, OH 44125
 OVCEC
 21 Armory Drive
 Wheeling, WV 26003
 304-242-0520
 Vaughn, Coast & Vaughn, Inc.
 154 South Marietta St.
 St. Clairsville, OH 43950
 (740) 695-7256
 Belmont County Commission
 Belmont County Courthouse
 101 W. Main St.
 St. Clairsville, OH 43950

Method of Bidding will be as follows: LUMP SUM CONTRACT for McKeever Tank Repainting.

CONTRACT to repaint a water storage standpipe including all mobilization, demobilization and site preparatory work, all equipment and materials required for removal and disposal of sludge from inside tanks, performing designated modifications and repairs, preparing tank surfaces for coatings, disposing of cleaning materials and materials removed during surface preparation, recoating the tank, disinfection of interior tank surfaces, and all other work described in the CONTRACT DOCUMENTS, and necessary to provide a completely recoated water storage tank ready to be placed back into service.

Bidding Documents may be obtained in an electronic portable document format file only, from the office of Vaughn, Coast & Vaughn, Inc. located at 154 S. Marietta St., St. Clairsville, OH, 43950, 7406957256, upon payment of a \$25.00 non-refundable deposit. Checks shall be payable to Vaughn, Coast & Vaughn, Inc.

Bids will be accepted from only those Bidders who are Plan Holders of Record and obtain Documents from the Engineer's office.

Each Bid shall be accompanied by a Bid Bond in accordance with Section 153.54(B) Ohio Revised Code in the full amount of the Bid; or a Certified Check, Cashier's Check, or Letter of Credit in an amount not less than ten percent of the Total Bid as a Guaranty that if the Bid is accepted, a Contract will be entered into and its performance properly secured. Should any Bid be rejected, such Bid Guaranty will be forthwith returned to the Bidder, and shall any Bid be accepted, such Bid Guaranty will be returned upon the proper execution and securing of the contract.

Bidders must comply with the following:

- A. Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code apply to this Project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services.
- B. Certificate of Compliance with Ohio Revised Code 3517.13.
- C. Government Business and Funding Contracts in accordance with Ohio Revised Code 2909.23.
- D. All work done under this Contract is subject to State of Ohio requirements concerning the payment of the prevailing wage rates.
- E. No Bidder may withdraw his Bid within 60 days after the actual date of the opening thereof. The Belmont County Commissioners reserve the right to reject any or all Bids, to waive any informalities in the Bids received, and to accept any Bid or combination of Bids which is deemed most favorable to the County at the time and under the conditions stipulated.
- F. Bidder must show Documentation of Qualifications including references, experience, and certifications by coating manufacturer for working with specified coating systems.

The Belmont County Commissioners reserve the right to reject any or all Bids, to waive any informalities in the Bids received, and to accept any Bid or combination of Bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this Project to the lowest and best Bid, which may not necessarily be the lowest Bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

By order of: BELMONT COUNTY COMMISSION

Bids may be sent to: Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

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

Times Leader Advertisement: Two (2) Mondays

To be published 2 times: December 9 and December 16, 2024.

Please send proof of publication to: Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE QUOTE FROM GLOBAL INDUSTRIAL/ANIMAL SHELTER

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the quote from Global Industrial, in the amount of \$4,215.40, for 9 cordless floor dryers with safety cone for the Belmont County Animal Shelter.

Note: BWC grant 75%, Local share 25%.

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 10:06 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.

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 10:49 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 10:49 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 are no motions to be considered.

Recess until Road Improvement 1193 viewing.

Belmont County, Ohio

Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 3rd day of December, 2024, at the office of the Commissioners with the following members present:

Mr. Echemann
Mr. Meyer
Mr. Dutton

Mr. Echemann moved the adoption of the following:

RESOLUTION

WHEREAS, On the 3rd day of December, 2024, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore, be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the **11th** day of **December, 2024** the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

Mr. Meyer seconded the Resolution and the roll being called upon its adoption; the vote resulted as follows:

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

Adopted December 3, 2024

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

-
1. "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."
 2. Strike out the clause from "and feet," if a road is not to be located or established

Reconvened Monday, December 9, 2024 at 9:21 a.m. with Commissioners Echemann, Dutton and Meyer present with no further business to be had.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:21 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 9:21 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 11th day of December, 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