

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

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

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

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

IN THE TOTAL AMOUNT OF \$3,145,083.22

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0254-A009-E01.000 Grants-Mandated Share *January, February, March-BCDJFS Mandated Share*	E-0257-A015-A15.074 Transfers Out	\$55,146.99

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance	\$5,000.00

S49 MENTAL HEALTH

FROM	TO	AMOUNT
E-2310-S049-S52.012 Equipment	E-2310-S049-S60.003 PERS	\$2,500.00
E-2310-S049-S52.012 Equipment	E-2310-S049-S63.000 Other Expenses	\$1,784.92

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.000 HSA Fund	\$140.99

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND E01 COUNTY HEALTH

FROM	TO	AMOUNT
E-0051-A001-A10.000 Professional Services	R-2210-E001-E17.574 Transfers In	\$7,916.66

A00 GENERAL FUND AND H00 PUBLIC ASSISTANCE/BCDJFS

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out *January, February, March 2025-BCDJFS Mandated Share*	R-2510-H000-H09.574 Transfers In	\$55,146.99

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENT/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$28,750.00

P05 WATER WORKS FUND AND N88 WWS REVENUE BOND-SHORT LIVED/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9088-N088-N04.574 Transfers In	\$58,000.00

P05 WATER WORKS FUND AND O11 MT. VICTORY-BOND RETIREMENT/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9311-O011-O04.574 Transfers In	\$1,030.00

P05 WATER WORKS FUND AND O62 USDA WATER BOND PYMT/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9262-O062-O08.574 Transfers In	\$150,000.00

P05 WATER WORKS FUND AND O63 USDA WATER BOND RESERVE FUND/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9263-O063-O06.574 Transfers In	\$12,350.00

P53 SANITARY SEWER DISTRICT FUND AND O03 USDA-SSD BOND PYMT/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfers Out	R-9200-O003-O08.574 Transfers In	\$29,167.00

P53 SANITARY SEWER DISTRICT FUND AND O12 NEFFS BOND RETIREMENT/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfers Out	R-9312-O012-O05.574 Transfers In	\$2,848.00

P53 SANITARY SEWER DISTRICT FUND AND O61 SEWER BOND RETIREMENT/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfers Out	R-9261-O061-O04.574 Transfers In	\$11,000.00

S02 SHERIFF'S POLICING REVOLVING FUND

FROM	TO	AMOUNT
E-5102-S002-S01.002 Salaries	E-0131-A006-A02.002 Salaries	\$12,965.20
E-5102-S002-S02.005 Medicare	E-0256-A014-A07.005 Medicare	\$191.65
E-5102-S002-S03.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	\$2,312.26
E-5102-S002-S04.006 Health Insurance	E-0256-A014-A06.006 Health Insurance	\$884.99

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 07, 2025****

N54 COURTHOUSE PLAZA IMPROVEMENT FUND

E-9054-N054-N06.011 Contract Services \$1,904,498.00

P77 ONEOHIO OPIOID SETTLEMENT FUND

E-1777-P077-P05.010 Supplies \$636,885.67

****FEBRUARY 03, 2025****

A00 GENERAL FUND

E-0111-A001-E02.002 Salary \$1,250.00

L01 SOIL CONSERVATION/BSWCD

E-1810-L001-L01.002 Salaries \$15,664.00

E-1810-L001-L05.011 Contract Services \$2,000.00

E-1810-L001-L06.000 Rental \$600.00

E-1810-L001-L08.000 Education \$3,000.00

E-1810-L001-L14.000 Other Expenses \$6,000.00

N45 ROADWAY IMPROVEMENTS

E-9045-N045-N18.055 Project PID #108718 \$18,648.88

O39 BOND RET/ENGINEER

E-9218-O039-O05.050 Bond Payment \$33,615.00

E-9218-O039-O06.051 Interest Payment \$15,522.00

E-9218-O039-O10.050 USDA Bond Payment \$8,200.00

E-9218-O039-O11.051 USDA Interest Payment \$1,468.00

E-9218-O039-O12.050 OPWC Loan Payment \$29,735.00

S02 SHERIFF'S POLICING REVOLVING FUND

E-5102-S002-S01.002 Salaries \$12,965.20

E-5102-S002-S02.005 Medicare \$191.65

E-5102-S002-S03.003 PERS/SPRS \$2,312.26

E-5102-S002-S04.006 Health Insurance \$884.99

S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S40.000 Grant Holding Account \$212,387.00

E-8010-S030-S54.000 Food \$5,154.96

S32 OAKVIEW JUVENILE-ACTIVITY FUND

E-8012-S032-S00.000 Activity Fund \$482.53

W20 LAW LIBRARY

E-9720-W020-W02.002 Salary \$5,068.69

E-9720-W020-W03.003 PERS \$566.00

E-9720-W020-W05.005 Medicare \$60.00

W080 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002 Salary \$3,722.06

E-1511-W080-P02.010 Supplies \$382.00

E-1511-W080-P03.000 Travel \$28.00

Y41 INDIGENT APPLICATION FEES

E-9841-Y041-Y01.000 Remit to State \$226.00

E-9841-Y041-Y02.000 Remit to County \$904.00

Y42 RECOUPMENT FEES INDIGENT

E-9842-Y042-Y01.000 Remit to State \$150.00

SHERIFF/VARIOUS

E-0131-A006-A07.000 Training \$16,498.50

E-0131-A006-A09.000 Medical \$2,848.75

E-0131-A006-A20.000 False Alarms \$200.00

E-0131-A006-A21.000 Towing \$5,675.00

E-0131-A006-A23.000 Background \$203.00

E-0131-A006-A24.000 E-SORN \$675.00

E-0131-A006-A28.000 Shop with a Cop \$550.00

E-0131-A006-A32.000 Warrant Fee \$1,259.91

E-5100-S000-S01.010 Commissary \$25,669.30

E-5101-S001-S06.000 CCW License \$739.00

E-5101-S001-S07.012 CCW Equipment \$1,162.00

E-9710-U010-U06.000 Reserve \$311.49

Upon roll call the vote was as follows:

Mr. Dutton Yes
 Mr. Echemann Yes
 Mr. Gianangeli Yes

IN THE MATTER OF TRANSFER OF FUNDS

FOR HSA CHARGEBACKS/FEBRUARY 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for HSA

Chargebacks for February 2025

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H01.002	JOB AND FAMILY	R-9891-Y091-Y12.500	37.14
E-2812-K000-K20.006	ENGINEER	R-9891-Y091-Y12.500	103.85
E-3702-P005-P31.000	WWS#3	R-9891-Y091-Y12.500	178.13
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	140.99
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	37.14
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	103.85
		TOTALS	601.10

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR 2025

WORKERS' COMPENSATION TRUE-UP CHARGEBACKS

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for 2025 Workers' Compensation True-Up Payment Chargebacks.

2025 WORKERS' COMPENSATION TRUE-UP PAYMENT

ACCOUNT NAME	TRANSFER FROM	TRANSFER TO	TRUE
	ACCOUNT NUMBER	ACCOUNT NUMBER	UP
<u>GENERAL FUND</u>	FROM	TO	
	0.001256		
PUBLIC EMPLOYER EMERG. ORGANIZATION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$1,268.00
	Rate: 0.001256		
GENERAL FUND	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$19,187.83
UNDIVIDED ESTATE TAXT	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$2.00
TOTAL GENERAL FUND			\$20,457.83
	OTHER AGENCIES		
DOG AND KENNEL	E-1600-B000-B09.004	R-9899-Y089-Y04.574	\$346.96
PUBLIC ASSISTANCE	E-2510-H000-H13.004	R-9899-Y089-Y04.574	\$5,989.45
C.S.E.A.	E-2760-H010-H08.004	R-9899-Y089-Y04.574	\$946.34
REAL ESTATE ASSESSMENT	E-1310-J000-J05.004	R-9899-Y089-Y04.574	\$175.65
M.V.G.T. K-1 & K-2	E-2811-K000-K09.004	R-9899-Y089-Y04.574	\$364.60
M.V.G.T. K-11	E-2812-K000-K22.004	R-9899-Y089-Y04.574	\$1,756.49
M.V.G.T. K-25	E-2813-K000-K35.004	R-9899-Y089-Y04.574	\$545.38
SOIL CONSERVATION	E-1810-L001-L12.004	R-9899-Y089-Y04.574	\$200.89
WATER SHED COORDINATOR-SOIL	E-1815-L005-L12.004	R-9899-Y089-Y04.574	\$49.12
PORT AUTHORITY	E-9799-S012-S09.004	R-9899-Y089-Y04.574	\$191.53
DISTRICT DETENTION HOME	E-0910-S033-S45.004	R-9899-Y089-Y04.574	\$1,874.93
MENTAL HEALTH	E-2310-S049-S61.004	R-9899-Y089-Y04.574	\$586.07
BCBDD-MAIN FUND	E-2410-S066-S77.004	R-9899-Y089-Y04.574	\$5,376.14
BELMONT COUNTY SENIOR PROGRAM	E-5005-S070-S03.004	R-9899-Y089-Y04.574	\$2,719.85
CERTIFICATE OF TITLE	E-6010-S079-S09.004	R-9899-Y089-Y04.574	\$314.14
MEDIATION SERVICES-COMMON PLEAS	E-1544-S054-S03.004	R-9899-Y089-Y04.574	\$1.82
TARGETED COM ALTERN TO PRISON	E-1545-S055-S02.002	R-9899-Y089-Y04.574	\$114.40

PROBATION SERVICE GRANT	E-1546-S056-S04.001	R-9899-Y089-Y04.574	\$122.76
NORTHERN COURT-SPECIAL	E-1561-S086-S04.004	R-9899-Y089-Y04.574	\$66.36
EASTERN COURT-SPECIAL	E-1571-S087-S04.004	R-9899-Y089-Y04.574	\$59.82
WESTERN COURT-SPECIAL	E-1551-S088-S04.004	R-9899-Y089-Y04.574	\$62.71
OAKVIEW JUVENILE REHABILITATION	E-8010-S030-S67.004	R-9899-Y089-Y04.574	\$1,702.87
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9899-Y089-Y04.574	\$41.34
CORRECTIONS ACT GRANT-COMMON PLEAS	E-1520-S077-S05.004	R-9899-Y089-Y04.574	\$85.04
W.I.C. PROGRAM	E-4110-T075-T52.008	R-9899-Y089-Y04.574	\$232.95
LAW LIBRARY RESOURCES FUND	E-9720-W020-W04.004	R-9899-Y089-Y04.574	\$33.07
DRETAC-PROSECUTOR	E-1510-W081-P06.004	R-9899-Y089-Y04.574	\$95.07
DRETAC-TREASURER	E-1410-W082-T06.004	R-9899-Y089-Y04.574	\$34.15
WATER DEPARTMENT			
WWS#3 REVENUE	E-3702-P005-P30.004	R-9899-Y089-Y04.574	\$2,123.61
SSD #2 REVENUE	E-3705-PO53-P14.004	R-9899-Y089-Y04.574	\$582.01
JUVENILE COURT GRANTS			
ALTERNATIVE SCHOOL	E-0400-M067-M03.004	R-9899-Y089-Y04.574	\$164.86
CCAP	E-0400-M060-M28.004	R-9899-Y089-Y04.574	\$178.74
DIVERSION	E-400-M060-M83.004	R-9899-Y089-Y04.574	\$8.92
PLACEMENT	E-0400-M064-M03.004	R-9899-Y089-Y04.574	\$16.79
TITLE IV-E REIMB	E-0400-M078-M02.008	R-9899-Y089-Y04.574	\$136.01
COUNTY HEALTH			
COUNTY HEALTH	E-2210-E001-E11.004	R-9899-Y089-Y04.574	\$269.66
CAMP GROUNDS	E-2211-F069-F02.002	R-9899-Y089-Y04.574	\$6.67
HOME SEWAGE TREATMENT SYSTEMS	E-2227-F074-F06.000	R-9899-Y089-Y04.574	\$73.00
VITAL STATISTICS	E-2213-F075-F02.003	R-9899-Y089-Y04.574	\$55.00
REPRODUCTIVE HEALTH	E-2215-F077-F01.002	R-9899-Y089-Y04.574	\$71.00
PH EMERGENCY READINESS	E-2238-F090-F01.002	R-9899-Y089-Y04.574	\$68.00
PHEP	E-2231-F083-F01.002	R-9899-Y089-Y04.574	\$42.00
NURSING PROGRAM	E-2232-F084-F02.008	R-9899-Y089-Y04.574	\$72.00
AH	E-2241-F093-F07.002	R-9899-Y089-Y04.574	\$36.00
GET VACCINATED	E-2236-F088-F01.002	R-9899-Y089-Y04.574	\$8.00
INTERGARATED NALOXONE ACCESS/ INFRAST	E-2237-F-089-F01.002	R-9899-Y089-Y04.574	\$34.00
EO	E-2239-F091-F01.002	R-9899-Y089-Y04.574	\$26.00
FOOD SERVICE	E-2218-G000-G06.003	R-9899-Y089-Y04.574	\$136.00
WATER SYSTEM FUND	E-2219-N050-N04.002	R-9899-Y089-Y04.574	\$12.00
SWIMMING POOLS AND SPAS	E-2220-P070-P01.002	R-9899-Y089-Y04.574	\$3.00
BODY ART	E-2243-F095-F07.002	R-9899-Y089-Y04.574	\$1.00
TRANSFER TO:	R-9899-Y089-Y04.574	TOTAL	\$48,672.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated February 5, 2025, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY
COMMISSIONERS RECEIVED AND REVIEWED THE
MONTHLY FINANCIAL REPORT FOR JANUARY 2025**

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

- Monthly Financial Report for the month of January 2025.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT AND INVESTMENT PORTFOLIO FOR THE MONTH OF JANUARY 2025

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

- Interest Report and Investment Portfolio for the month of January 2025.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS-Christy Devore to Lancaster, OH, on February 4, 2025, to attend the Treatment Foster Care Presentation. Estimated expenses: \$197.00. Mike Schlanz to Caldwell, OH, on February 20, 2025, to attend the Workforce Meeting; Areas 14, 15 & 16. Estimated expenses: \$50.00. John LaRoche and Nichole Couch to Sugar Creek, OH, on March 25-28- 2025, to attend the Children Services Eastern Ohio Leadership Conference. Estimated expenses: \$1,361.60. Valarie Gardner, Danielle Secrest and Amy Slater to Newark, OH, to attend the Ohio Council of Welfare Fraud Annual Training Conference. Estimated expenses: \$1,588.00. Jeff Felton, Christine Parker, Doug Butts and Erin Greenwood to Columbus, OH, on May 7-9, 2025 to attend the ODJFS Director's Conference. Estimated expenses: \$4,284.00.

WATER & SEWER DISTRICT-K. C. Sall to Gnadenhutten, OH, on January 31, 2025, to take his CDL truck driving test. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 29, 2025.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF APPOINTMENTS TO THE BELMONT COUNTY LOCAL EMERGENCY PLANNING COMMITTEE (L.E.P.C.)

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following appointments to the Belmont County Local Emergency Planning Committee (LEPC) pursuant to Ohio Revised Code Section 3750.03, to fill an unexpired term, effective January 28, 2025 through August 14, 2025, and authorize the submittal of his application to the Ohio EPA/SERC (State Emergency Response Committee) for approval:

ELECTED OFFICIALS

Vince Gianangeli Belmont County Commissioner

Replaces Josh Meyer

LAW ENFORCEMENT

James Zusack Sheriff, Belmont County

Replaces David Lucas

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF APPROVING QUOTE NUMBER 1561 FROM DIGITAL DATA COMMUNICATIONS/RECORDS CENTER

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Quote Number 1561 from Digital Data Communications, Inc., in the amount of \$1,254.78, for one Lenovo computer and monitor and one Office 365 Business in the yearly amount of \$99.60 for the Belmont County Records Center.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ACCEPTING THE PROPOSAL AND FACILITY SERVICES RENTAL AGREEMENT FROM CINTAS/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the proposal and approve and sign the Facility Services Rental Agreement, from Cintas for service at Senior Services of Belmont County for one 4'x6' mat and four 3'x5' mats for a weekly cost of \$36.47.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF APPROVING THE UPDATED PROCUREMENT MANUAL AND GUIDELINES FOR BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the updated procurement manual and guidelines for Belmont County Department of Job and Family Services.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF APPROVING PROPOSALS FROM ERB ELECTRIC/DJFS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following proposals from ERB Electric:

- Replacement of existing fire alarm system, in the amount of \$18,445.85 and plan development and fees, in the amount of \$1,510.00, for Belmont County Department of Job and Family Services located at 68145 Hammond Road, St. Clairsville, OH.
- Fire alarm system, in the amount of \$27,892.75, and plan development and fees, in the amount of \$2,070.00, for Belmont County Department of Job and Family Services located at 302 Walnut Street, Martins Ferry, OH.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF APPROVING VEHICLE PURCHASE FOR BELMONT COUNTY WATER AND SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase of four 2025 2500 HD Chevrolet pickup trucks at the total cost of \$234,376.00 through the State of Ohio Cooperative Purchasing Contract for the Belmont County Water & Sewer District, based upon the recommendation of Director Kelly Porter.

Note: Two will be replacement trucks and two will be additional trucks to the fleet. Two trucks totaling \$117,188.00 will be paid for from the Water District N-88 Fund and two trucks totaling \$117,188.00 will be paid for from the WWS Revenue Fund.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF APPROVING THE CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY WITHOUT BUILDINGS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Contract for Sale and Purchase of Real Property Without Building(s) between the Belmont County Commissioners and Emma E. Rice, unmarried, in the amount of \$7,400.00 for the purchase of part of Parcel 5-WD-T located in Pease Township.

Note: This land is needed for right-of-way for upcoming Belmont County Engineer's Department Project BEL-CR 4-27.05 (Bridge Replacement on Glens Run Road).

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)**

**PARCEL(S): 5-WD, T
BEL-CR4-27.05**

This Agreement is by and between the Belmont County Commissioners, Belmont County, Ohio ["Purchaser"] and Emma E. Rice, unmarried, ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$7,400.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e).

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used

with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the

property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that

Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the Belmont County Commissioners, Belmont County, Ohio and Emma E. Rice, unmarried, has executed this Agreement on the date(s) indicated immediately below her respective signature(s).

ODOT LPA RE 830-C
Rev. 12/2021

Individual ACK for Contracts

Emma E. Rice
Emma E. Rice

Date: 11-23-24

The Belmont County Commissioners
Belmont County, Ohio

APDA
By:

Jerry Echemann
By:

Vince Gianangeli
By:

Date: 2/5/25

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

RECORDS AND HEALTH DEPARTMENT BUILDING PROJECT WITH GRAE-CON CONSTRUCTION

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract for the Belmont County Records and Health Department Building Project with Grae-Con Construction, Inc., in the amount of \$10,694,075.00, based upon the recommendation of Mills Group, Project Architect.

OWNER-CONTRACTOR AGREEMENT

Owner: Board of Commissioners of Belmont County, Ohio 101 West Main Street St. Clairsville, Ohio 43950	Contractor: Grae-Con Construction, Inc. P.O. Box 1778 880 Kingsdale Road Steubenville, Ohio 43952
Owner's Representative(s): Bonnie Zuzak, Clerk (BZuzak@belmontcountyohio.org)	Contractor's Representative: James McKeegan
Project: Records Building and Health Department Building Project	Scope: General Contractor

This document is an agreement between the Owner and the Contractor for the Work described in the Contract Documents related to the Scope identified above for the Project defined above and is effective as of FEB 5 2025 (the "Effective Date"; provided however that if no date is inserted, the Effective Date shall be the date the Agreement is signed by the Owner). The Work was procured through a competitive sealed bid process in accordance with R.C. 307.66.

The Owner and the Contractor agree as set forth in the following sections:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents:
 - A. Legal Notice;
 - B. Instructions to Bidders;
 - C. Bid Form and Contractor's Qualification Statement;
 - D. Owner-Contractor Agreement;
 - E. General Conditions of the Contract for Construction (AIA Document A201-2017), as modified;
 - F. Drawings and Specifications included in the Project Manual dated October 25, 2024 prepared by Mills Group, LLC;
 - G. Bid Guaranty and Contract Bond;
 - H. Addenda issued;
 - I. Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
 - J. Statement of Claim Form; and
 - K. Modifications issued after the execution of the Agreement, including:
 - i. A Change Order;
 - ii. A Work Change Directive; or,
 - iii. A written order for a minor change of the Work issued by the Design Professional in accordance with the General Conditions.

1.1. Notwithstanding anything in the Contract Documents to the contrary, in the event of any inconsistency, the provisions of this Agreement shall control over any other Contract Document, proposal, document, or other attachment. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements.

1.2. Contractor will use the State of Ohio Subcontract Form for all subcontracted Work, in accordance with ORC 153.503(C) and OAC 153:1-3-02.

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Note: Non-Contract Documents. The following are the reports and tests of subsurface conditions at or contiguous to the Site, if any, that the Design Professional has used in preparing the Contract Documents. These are not Contract Documents. Geotechnical data is not a warranty of subsurface conditions and is not to be relied upon as a complete representation of all possible soil conditions. Neither Owner nor its consultants warrant the accuracy of the geotechnical data. It is possible that there may be other reports, and/or tests of subsurface conditions at or contiguous to the Site not prepared by or on behalf of Owner. The Owner makes no representation about such reports and/or tests, assuming they exist. Additional information, if needed by Contractor for geotechnical data or site survey, shall be obtained by the Contractor at no additional cost to Owner. The General Conditions, as modified, contain additional terms related to these reports and tests.

Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings listed below, and except for such reliance on "technical data," Contractor shall not rely upon or make any claim against Owner or Architect with respect to: (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or (3) any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions which Owner does not warrant. (None if none are listed.)

Hills-Carnes Engineering Associates, Preliminary Geotechnical Engineering Study, dated April 1, 2024

Note: Non-Contract Documents. The following are those reports and drawings related to any Hazardous Conditions at the Site, if any. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings. (None if none are listed.)

2. **DESIGN PROFESSIONAL RELATIONSHIP.** The Contract Documents shall not be construed to create a contractual relationship of any kind between the Design Professional and the Contractor or any Subcontractor or Material Supplier to the Project. The Design Professional, however, shall be entitled to performance of the obligations of the Contractor intended for its benefit and to enforcement of such obligations, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the Design Professional that does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Design Professional that are performed for the sole benefit of the Owner. Except as otherwise set forth herein, the Contractor shall communicate with the Owner through the Design Professional. Contractor shall copy Owner on all communications that may result in a request for an adjustment to the Contract Time or Contract Sum.

The Design Professional is:

Mills Group, LLC
88 High Street
Morgantown, WV 26505
Design Professional Representative: Victor R. Greco, NCARB, AIA
Email: vgreco@millsgrouponline.com

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Any references to the "Architect" or the "Engineer" in the Contract Documents are deemed to refer to the Design Professional identified herein.

3. TIME FOR COMPLETION ("CONTRACT TIME") AND PROJECT COORDINATION.

3.1. **DATE OF COMMENCEMENT.** The date of commencement of the Work shall be the date identified as the "Date of Commencement" in the Notice to Proceed issued by the Owner, or by the Owner through the Design Professional, to the Contractor, or if there is no Notice to Proceed, the Effective Date of this Agreement.

3.2. **DATE OF SUBSTANTIAL COMPLETION.** The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the Project, all in accordance with the Drawings and Specifications prepared by the Design Professional. The Contractor shall achieve Substantial Completion of its Work on the Project, as defined in the General Conditions, within 545 calendar days of the Date of Commencement ("Date of Substantial Completion").

3.2.1. **DATE OF FINAL COMPLETION.** The Contractor shall achieve Final Completion of its Work on the Project, as defined in the General Conditions, within 30 calendar days of the Date of Substantial Completion ("Date of Final Completion").

3.2.2. **SHUTDOWN DATES.** Due to events scheduled by the Owner and/or other Owner considerations, Contractor will not be able to perform Work on the Project on the following dates: To be determined. Contractor's Construction Schedule for performing the Work shall account for Contractor not being able to perform Work on these dates and the contractual dates for Substantial Completion and Final Completion will not be changed due to Contractor not being able to perform Work on these dates. The Contractor will coordinate any system interruptions with the Owner and the Design Professional and all system interruptions are subject to Owner's prior written approval.

3.2.3. **UTILITIES AND OPERATIONS.** Contractor shall not interrupt utilities to facilities or existing operations without prior written notice and approval by Owner.

3.3. **CONSTRUCTION SCHEDULE.** The Construction Schedule shall be developed by the Contractor as provided in the Contract Documents.

3.4. **LIQUIDATED DAMAGES.** If the Contractor does not have its Work on the Project Substantially Complete by the specified Date for Substantial Completion or if the Contractor does not have its Work on the Project Finally Complete by the specified Date for Final Completion, the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) Liquidated Damages in the per diem amount(s) identified in the chart below:

Contract Sum	Liquidated Damages Per Day for Failure to Timely Achieve:	
	Substantial Completion	Final Completion
\$1,000,000.00 or less	\$500	\$125
\$1,000,000.01 to \$2,000,000.00	\$700	\$250
\$2,000,000.01 to \$5,000,000.00	\$1,000	\$500
\$5,000,000.01 to \$10,000,000.00	\$2,000	\$1,000
\$10,000,000.01 to \$20,000,000.00	\$4,000	\$1,250
\$20,000,000.01 to \$50,000,000.00	\$5,000	\$1,500
\$50,000,000.01 or more	\$7,000	\$2,000

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially Complete by its Date for Substantial Completion or Finally

Complete by the required Date for Final Completion, or both. Any waiver of consequential damages shall not preclude the Owner from recovering Liquidated Damages.

3.4.1. Nothing in this Section shall be construed to diminish Owner's indemnity rights pursuant to this Agreement nor shall it preclude the Owner from recovering its actual damages from the Contractor for third-party claims against the Owner or for damages not attributable to delay.

3.5. **INITIAL DECISION MAKER.** The Initial Decision Maker renders initial decisions on Claims in accordance with the claims process set forth in the General Conditions. The Initial Decision Maker shall be the Design Professional, unless a different Initial Decision Maker is identified below:

3.8. Time is of the Essence for the Contractor's performance of the Work.

4. **CONTRACT SUM (also called Contract Price).** The Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is Ten Million Six Hundred Ninety-Four Thousand Seventy-Five Dollars (\$10,694,075.00), subject to adjustment as set forth in the Contract Documents. The Contract Sum includes Allowances, Accepted Alternates, and all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the following:

4.1. Base Bid Amount: \$10,620,000.00 (Lump Sum Bid):

4.2. Accepted Alternates, included in the Contract Sum:

Alternate Description		Amount
1	All labor, material, equipment, supervision, overhead, profit, permits and tax to provide an ice melt system within the sidewalks at the building perimeter.	\$74,075.00

4.3. Allowances included in the Contract Sum:

No.	Allowance Description	Amount
1	Sitework allowance of the demolition of curbs totaling 273 linear feet. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$4,204.20
2	Sitework allowance of the removal of existing pavement and asphalt totaling 600 square yards. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$4,620.00
3	Sitework allowance of the stripping of topsoil totaling 800 cubic yards. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$7,920.00
4	Sitework allowance of the excavation of earthwork totaling 8,900 cubic yards. This allowance includes all necessary labor.	\$76,362.00

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	material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	
5	Sitework allowance of the excavation of rock totaling 100 cubic yards. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$9,570.00
6	Sitework allowance of granular material, type B for use in backfill and embankment construction totaling 1,000 cubic yards. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$118,800.00
7	Sitework allowance of embankment, using natural soils, 703.15A for the use in backfill and embankment construction totaling 4,000 cubic yards. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$70,400.00
8	Sitework allowance of granular embankment, using on-site crushed brick, for backfill and embankment construction totaling 1,200 cubic yards. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$21,120.00
9	Sitework allowance for subgrade compaction totaling 6,623 square yards. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$14,570.80
10	Sitework allowance for proof rolling the compacted subgrade totaling 8 hours with a fully loaded tandem axle dump truck. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$1,364.00
11	Sitework allowance of the excavation of subgrade materials totaling 100 cubic yards. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$1,870.00
12	Sitework allowance of the placement of granular material type E in place of excavated subgrade materials totaling 100 cubic yards. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$8,250.00

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13	Sitework allowance of the chemical treatment of soils / placement of lime stabilized embankment totaling 100 cubic yards. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$14,300.00
14	Sitework allowance of placing and compacting aggregate base, as per plan, rubblized brick base totaling 800 cubic yards. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$13,200.00
15	Sitework allowance of placing and compacting aggregate base under concrete sidewalks, pads and slabs 100 cubic yards. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$8,295.00
16	Sitework allowance of roadway 7" non-reinforced concrete pavement, class QC 1P with QC/QA totaling 92 square yards. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$8,634.20
17	Sitework allowance of roadway curb ramp totaling 248 square feet. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$4,354.88
18	Sitework allowance of roadway curb ramp, detectable warning surface totaling 46 square feet. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$2,345.54
19	Sitework allowance of 5" concrete walk totaling 5,584 square feet. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$51,800.84
20	Sitework allowance of roadway curb, Type 2-A totaling 450 linear feet. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$20,866.50
21	Sitework allowance of electrical 4" conduit, Type E totaling 211 linear feet. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$25,885.48

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22	Sitework allowance of Class QC-1 Concrete w/ QC/QA, w/ Footing & Reinforcement for the Emergency Generator pad total 9 cubic yards. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$11,130.39
23	Sitework allowance of Fiber Optic line removal totaling 276 linear feet. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$2,125.20
24	Sitework allowance of natural gas 3" conduit totaling 13 linear feet. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$7,464.73
25	Sitework allowance of natural gas pipe removal totaling 134 linear feet. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$2,211.00
26	Sitework allowance of drainage and stormwater management 12" conduit, Type A (smooth lined corrugated plastic pipe) totaling 43 linear feet. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$5,439.50
27	Sitework allowance of drainage and stormwater management 4" PVC drainage pipe, perforated (building foundation drain) totaling 74 linear feet. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$1,539.94
28	Sitework allowance of drainage and stormwater management 6" PVC drainage pipe, perforated (building foundation drain) totaling 521 linear feet. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$12,321.65
29	Sitework allowance of drainage and stormwater management 6" PVC drainage pipe (temporary outlet) totaling 40 linear feet. This allowance includes all necessary labor, material, equipment, supervision, contractor overhead and profit, and applicable taxes and fees. Coordinate allowance adjustment with corresponding unit-price requirements in Section 012200 "Unit Prices."	\$1,947.20

4.4. Unit Prices. If directed by the Design Professional, such Work will be paid for in accordance with the Unit Prices proposed and identified below:

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No.	Unit Price Description	Unit	Unit Price
UP-1	Additional demolition of curbs as part of the sitework	LF	\$15.40 [per unit]
UP-2	Additional demolition of existing pavement and asphalt	SY	\$7.70 [per unit]
UP-3	Additional stripping of topsoil	CY	\$9.90 [per unit]
UP-4	Additional excavation of earthwork	CY	\$8.58 [per unit]
UP-5	Additional excavation of rock	CY	\$95.70 [per unit]
UP-6	Additional granular material, type B for the use in backfill and embankment construction	CY	\$118.80 [per unit]
UP-7	Additional embankment, using natural soils, 703.16A for use in backfill and embankment construction	CY	\$17.60 [per unit]
UP-8	Additional granular embankment, using on-site crushed brick, for use in backfill and embankment construction	CY	\$17.60 [per unit]
UP-9	Additional Subgrade Compaction	SY	\$2.20 [per unit]
UP-10	Additional Proof Rolling the compacted subgrade with a fully loaded tandem axle dump truck	Hour	\$170.60 [per unit]
UP-11	Additional excavation of subgrade materials	CY	\$18.70 [per unit]
UP-12	Additional placement of granular material, type E in place of excavated subgrade materials	CY	\$82.60 [per unit]
UP-13	Additional chemical treatment of soils/placement of lime stabilized embankment	CY	\$143.00 [per unit]
UP-14	Additional placing and compacting aggregate base, as per plan, rubblized brick base	CY	\$16.50 [per unit]
UP-15	Additional placing and compacting aggregate base under concrete sidewalks, pads and slabs	CY	\$82.95 [per unit]
UP-16	Additional roadway 7' non-reinforced concrete pavement, class QC 1P with QC/GA	SY	\$93.85 [per unit]
UP-17	Additional roadway curb ramp	SF	\$17.56 [per unit]
UP-18	Additional roadway curb ramp, detectable warning surface	SF	\$50.99 [per unit]
UP-19	Additional 5" concrete walk	SF	\$9.31 [per unit]

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No. UP-20	Additional roadway curb, Type 2-A	LF	\$46.37 [per unit]
No. UP-21	Additional Electrical 4" conduit, Type E	LF	\$122.68 [per unit]
No. UP-22	Additional Class QC1 Concrete w/ QC/QA, w/ Footing & Reinforcement for the Emergency Generator pad	CY	\$1,236.71 [per unit]
No. UP-23	Additional Fiber Optic line removal	LF	\$7.70 [per unit]
No. UP-24	Additional Natural Gas 3" conduit	LF	\$574.21 [per unit]
No. UP-25	Additional natural gas pipe removal	LF	\$16.60 [per unit]
No. UP-26	Additional drainage and stormwater management 12" conduit, Type A (smooth lined corrugated plastic pipe)	LF	\$126.50 [per unit]
No. UP-27	Additional drainage and stormwater management 4" PVC drainage pipe, perforated (building foundation drain)	LF	\$20.81 [per unit]
No. UP-28	Additional drainage and stormwater management 6" PVC drainage pipe, perforated (building foundation drain)	LF	\$23.65 [per unit]
No. UP-29	Additional drainage and stormwater management 6" PVC drainage pipe (temporary outlet)	LF	\$48.68 [per unit]

4.5. If after Substantial Completion of its Work, the Contractor fails to submit its final payment application with all the documents required to be submitted with such application within ninety (90) days after written notice to do so from the Owner and without prejudice to any other rights and remedies the Owner may have available to it, the balance of the Contract Sum shall become the Owner's sole and exclusive property, and the Contractor shall have no further interest in or right to such balance.

5. **RETAINAGE.** Retainage applicable to the Contract will be withheld in accordance with Ohio Revised Code Sections 153.12, .13, and .14 and the Modified General Conditions.

5.1. **RETAINAGE FOR LABOR.** Payments for labor incorporated into the Work will be at the rate of 92% of the amount set forth in Contractor's payment application and approved by Owner until the Work is 50% complete, unless the parties agree otherwise. When the Work is 50% complete, the payment for labor incorporated into the Work will be at the rate of 100% of the amount set forth in Contractor's payment application and approved by Owner.

5.2. **RETAINAGE FOR MATERIALS AND EQUIPMENT.** Payments for materials and equipment will be at the rate of 92% of the invoice cost of materials and equipment delivered to the Project site or other storage site approved by Owner. The balance of the invoice cost will be payable when the materials or equipment are incorporated into the Work. Incorporated into the Work means such materials and equipment are installed and conform to the requirements of the Contract Documents. When payment is made on account of materials or equipment not yet incorporated into the Project, such materials and equipment will become the property of Owner; provided that if such materials or equipment are stolen, destroyed, or damaged before being fully incorporated into the Project, Contractor shall be required to replace them at its expense.

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6. **PREVAILING WAGE RATES.** The Contractor and its subcontractors, regardless of tier, shall strictly comply with their obligation to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work, including any changes thereto, pursuant to Ohio Revised Code Chapter 4115. Contractor shall submit a Certified Payroll Report for payment of prevailing wages with each Application for Payment as well as a final certified payroll report and the required Affidavit of Compliance with its final Application for Payment.

7. **GENERAL.**

7.1. **MODIFICATION.** No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must be duly authorized by action of the Owner's governing body. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge and agree that it may not rely upon common law waiver or estoppel principles to establish an alleged waiver or modification of this Agreement or the Contract Documents and rather that this Agreement and the Contract Documents can only be waived or modified pursuant to this paragraph. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

7.2. **ASSIGNMENT.** Contractor may not assign this Agreement without the written consent of Owner, which Owner may withhold in its sole discretion.

7.3. **THIRD PARTIES.** Nothing contained in the Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Contractor. However, it is understood that the Owner is an intended third-party beneficiary of Contractor's agreements with its Suppliers, and Subcontractors, and Suppliers' and Subcontractors' agreements with their Sub-Suppliers, and Sub-Subcontractors. Contractor shall incorporate the obligations of this Agreement into its respective agreements and subcontracts.

7.4. **LAW AND JURISDICTION.** All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court for the county in which the Project is located and each party hereby expressly consents to the exclusive jurisdiction of such court. Each party waives its right to remove any such suit to federal court.

7.5. **STATUTE OF LIMITATIONS.** Regardless of any provision to the contrary, the statute of limitations with respect to defective or non-conforming Work shall not commence until Substantial Completion or until the discovery of the defective or non-conforming Work by the Owner, whichever is later.

7.6. **CONSTRUCTION.** The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

7.7. **APPROVALS.** Except as expressly provided herein, the approvals and determinations of Owner will be subject to the sole discretion of Owner and will be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If Contractor challenges any such approval or determination, Contractor bears the burden of proving by clear and convincing evidence that it was not made in good faith.

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7.8. **PARTIAL INVALIDITY.** If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

7.9. **COMPLIANCE WITH LAWS AND REGULATIONS.** The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to Chapter 4115 of the Ohio Revised Code and Sections 153.59 and 153.60 of the Ohio Revised Code, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Contractor agrees to comply and to require its subcontractors to comply.

7.10. **PROJECT SAFETY.** Contractor must follow all applicable safety and health regulations during the progress of the Project and monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this section, Contractor does not assume any duty of responsibility to the employees of any Subcontractor or supplier, regardless of tier. Owner assumes no responsibility for the development, review, or implementation of any project safety plan or for Project safety and has no authority to direct the means and methods of Contractor.

7.11. **EQUAL OPPORTUNITY.** Contractor will not, and it will ensure that its Subcontractors, regardless of tier, do not, discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action includes but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff or 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 setting forth the policies of nondiscrimination. Contractor is responsible to ensure that each of its Subcontractors, regardless of tier, states in all solicitations or advertisements for employees placed by them or on their behalf that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

7.12. **NO FINDINGS FOR RECOVERY.** The Contractor represents that the Contractor is not subject to a finding for recovery under Section 9.24, Ohio Revised Code, or that the Contractor has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this section. If this representation and warranty is found to be false, the Contract is void, and Contractor will immediately repay Owner any funds paid to Contractor under this Contract.

7.13. **NON-DISCRIMINATION.** Contractor agrees:

- 1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- 2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
- 3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.

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- 4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

7.14. **ETHICS.** By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

7.15. **JOB MEETINGS.** The Contractor or one of its representatives with authority to bind the Contractor will attend all job meetings. The Owner anticipates that job meetings will be scheduled on a bi-weekly basis during construction or as needed. The Contractor will ensure that its Subcontractors also hold regular job meetings at which safety issues and job matters are discussed as these relate to the Work being performed. Job meetings include, but are not limited to, pre-construction meetings, weekly job meetings, weekly safety tool box meetings, and monthly safety meetings.

7.16. **PROPERTY TAX AFFIDAVIT.** The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

7.17. **WARRANTIES.** Notwithstanding anything to the contrary in the Contract Documents, including the Project Manual, Drawings, and Specifications, no warranties by Contractor shall be limited to any time shorter than the statute of limitations for written contracts in Ohio.

7.18. **FEDERAL CONTRACT PROVISIONS.** It is anticipated that the Project will be funded in part through the American Rescue Plan Act ("ARPA") and will be subject to compliance with the requirements for ARPA funded projects. Contractor shall comply with related requirements and assist Owner with such compliance. Accordingly, the Contract Provisions for Non-Federal Entity Contracts Under Federal Award attached hereto as Exhibit A shall apply.

7.19. **OHIO OPIOID SETTLEMENT FUNDS.** It is anticipated that the Project may be funded in part through Ohio Opioid Settlement Funds and will be subject to compliance with the requirements for Ohio Opioid Settlement funded projects. Contractor shall comply with related requirements and assist Owner with such compliance.

7.20. **ENTIRE AGREEMENT.** This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

7.21. **EXHIBITS.** Exhibits to this Agreement include:

Exhibit A: Contract Provisions for Non-Federal Entity Contracts Under Federal Award

Exhibit B: Conflict of Interest Affidavit

However, in the event of any inconsistency, the provisions of this Agreement control over any proposal, document, or other attachment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

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Owner: Board of Commissioners of Belmont County, Ohio X NP/DA Contractor: Grae-Con Construction, Inc.

By: [Signature] Vince Gianangeli By: [Signature]
 Name: J.P. DUTTON Name: James McKeegan
 Title: PRESIDENT MEMBER Title: Vice President
 Date: FEB 5, 2025 Date: 1/31/2025

CERTIFICATE

(Section 5705.41, R.C.)

The undersigned, fiscal officer of the Owner, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the Owner, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Fiscal Officer's Certificate.

DATED: 2/5/25

[Signature]
Fiscal Officer

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Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

Mr. Dutton noted this is for Phase I of the project, Phase II will be the site work.

OPEN PUBLIC FORUM-J.B. Green Team Director Anita Petrella introduced the new Belmont Coordinator Mark McVey. Mr. Dutton said Mr. McVey has done great work for Belmont County as former mayor of Powhatan Point and county boards he sits on. Mr. McVey said he has been on the J.B. Green Team board for 15 years. He said the workers do a fantastic job. The priority of J.B. Green is the community clean-ups. They will also have a tire clean-up, electronics clean-up and hazardous waste clean-up.

RECESS

CARES Program Update

Present: Chad Zambori, Program Coordinator, Tim Hall, CTFD Fire Chief, Dan Grady, CTFD Assistant Fire Chief and Lisa Ward, Mental Health and Recovery Board Director.

Mr. Zambori said in 2024 there were 687 total home visits in 2024, in 2023 there were 506 total home visits. He noted 71% of clients are 60 or older. In 2024 there were 6,920 calls, in 2023 there were 5,102 calls. 120 smoke detectors were installed through the program in 2024. In 2023 they prioritized their commitment to addressing and responding to the mental health crises. The CARES program also provides air conditioning/heating units, wheel chair ramps and CPR training. Ryan Gallagher, a Certified Nurse Practitioner was added in November 2024. He works 10 days a month making home visits.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:04 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Hannah Warrington, HR Manager, 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. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

Jaclynn Smolenak was present for a portion of executive session. Mr. Gianangeli left executive session at 12:00 p.m.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:53 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:53 p.m.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Absent

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

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 12:53 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:53 p.m.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Absent

Read, approved and signed this 12th day of February, 2025.

J. P. Dutton /s/ _____

Jerry Echemann /s/ _____ COUNTY COMMISSIONERS

Vince Gianangeli /s/ _____

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

J. P. Dutton /s/ _____ PRESIDENT

Bonnie Zuzak /s/ _____ CLERK