St. Clairsville, Ohio December 2, 2020

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

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

IN THE MATTER OF APPROVING RECAPITULATION

OF VOUCHERS FOR THE VARIOUS FUNDS

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

IN THE TOTAL AMOUNT OF \$246,838.03

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00	GENER	AL F	UND
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FROM	TO	AMOUNT
E-0082-A002-C36.003 PERS-Juvenile	E-0081-A002-D10.003 PERS Probate	\$570.00
E-0082-A002-C36.003 PERS-Juvenile	E-0082-A002-C31.002 Salaries-Employees	\$900.00
E-0082-A002-C36.003 PERS-Juvenile	E-0082-A002-C38.000 Other Expenses	\$2,130.00
E-0131-A006-A02.002 Admin-Salaries	E-0131-A006-A15.007 Unemployment	\$1,300.00
E-0170-A006-G02.002 Salary	E-0170-A006-G10.000 Fringe Benefits	\$4,764.00
B00 DOG & KENNEL FUND		
FROM	ТО	AMOUNT
E-1600-B000-B17.011 Contract Services	E-1600-B000-B02.002 Salaries-Employees	\$12,212.03
P05 WATER WORKS FUND/BCSSD		
FROM	TO	AMOUNT
E-3702-P005-P17.002 Salaries	E-3709-P005-P23.011 Services	\$75,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P17.002 Salaries	\$75,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P21.000 Materials	\$50,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P23.011 Contract Services	\$1,750,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P31.000 Other Expenses	\$50,000.00
S30 OAKVIEW JUVENILE REHABILITATION		
FROM	ТО	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$40,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S59.000 Fuel/Utilities	\$20,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S66.003 PERS	\$10,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S68.006 Hospitalization	\$10,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.005 Medicare	\$2,000.00
Upon roll call the vote was as follows:		
Mr. D	Outton 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 A	ND S12 POI	RT AUTHORIT	Y
TD O L				

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9799-S012-S04.574 Transfers In	\$5,345.61
A00 GENERAL FUND AND W80 PROSEC	UTOR-VICTIM ASSISTANCE	
FROM	TO	AMOUNT
E-0111-A001-E02.012 Salary	R-1511-W080-P07.574 Transfers In	\$3,416.59
P53 SSD FUND AND O12 NEFFS BOND RI	ET/BCSSD	
FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9312-O012-O05.574 Transfers In	\$11,000.00

Mr. Echemann Yes

Mr. Meyer

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR

VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 2, 2020:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund		
E-0048-A002-K04.000	Destruction Costs	\$1,660.18
E-0051-A001-A08.000	Travel and Expenses	\$11,099.88
E-0051-A001-A09.000	Advertising and Print	\$8,558.25
E-0051-A001-A14.012	Equipment	\$14,128.54
E-0051-A001-A15.012	Sheriff's Cruisers	\$10,422.03
E-0051-A001-A20.012	Equipment	\$17,835.14
E-0054-A006-F08.000	Other Expenses	\$33,160.29
E-0054-A006-F11.012	Equipment	\$12,744.42

E-0055-A004-B04.012	Equipment	\$23,205.42			
E-0055-A004-B19.000	County Buildings	\$633,484.56			
E-0055-A004-B19.000	County Buildings	\$400,000.00			
E-0057-A006-F02.010	Supplies	\$4,744.24			
E-0057-A006-F03.012	Equipment	\$38,314.41			
E-0057-A006-F03.012	Equipment	\$40,800.00			
E-0057-A006-F06.011	Veterinary Services	\$37,747.41			
E-0057-A006-F09.011	Contract Services	\$5,202.94			
E-0121-A006-B03.010	Supplies	\$96,042.61			
E-0253-A008-D03.000	Crippled Children Aid	\$134,650.63			
E-0256-A014-A05.000	Official Bonds	\$3,658.00			
E-0257-A015-A13.000	Other Expenses	\$2,640.00			
E-0257-A015-A15.074	Transfers-Out	\$560,551.54			
B00 Dog and Kennel Fund					
E-1600-B000-B17.011	Contract Services	\$12,212.03			
P90 Special Emergency Planning Fund-LEPC					
E-1720-P090-P03.000	Other Expenses	\$2,351.85			
P96 Critical Incident Stress Management-EMA					
E-1726-P096-P06.000	Other Expenses	\$655.00			
Upon roll call the vote was as follows:					
	Dutton Yes				
Mr. I	Echemann Yes				

Mr. Meyer

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 December 02, 2020 meeting:

Yes

Official Certificate of Estimated Resources as approve	d by the budget commission, under the becomeer	02, 2020 mcc
A00 GENERAL FUND		
E-0051-A001-A03.010	Supplies	\$25.42
E-0051-A001-A28.000	Other Expenses	\$125.94
E-0055-A004-B19.000	County Buildings	\$27,725.31
E-0131-A006-A17.012	Cruiser Repair	\$1,670.23
E-0170-A006-G05.011	Contract Services	\$1,490.98
B00 DOG AND KENNEL FUND		
E-1600-B000-B02.002	Salaries-Employees	\$2,300.00
E-1600-B000-B08.003	PERS	\$3,500.00
E10 911 FUND		
E-2200-E010-E07.000	Other Expenses	\$2,174.70
E11 9-1-1 WIRELESS	•	
E-2301-E011-E01.011	Contract Services	\$8,317.39
H08 WIA AREA 16 FUND/BCDJFS		•
E-2610-H008-H15.000	Carroll Co. OWIP	\$1,500.00
N03 FEMA PROJECTS/ENGINEERS		•
E-9003-N003-N03.055	FEMA DR4360 Projects	\$26,306.00
O12 NEFFS BOND RET/BCSSD	•	ŕ
E-9312-O012-O01.050	Principal Loan Payments	\$31,000.00
O60 WATER BOND RET/BCSSD	1 5	. ,
E-9260-O060-O01.050	Principal Payment	\$140,000.00
O61 SEWER BOND RET/BCSSD	1	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
E-9261-O061-O01.050	Principal Payment	\$6,000.00
P78 CORONAVIRUS RELIEF FUND-COMMRS		+ 0,000000
E-1778-P078-P05.000	Co. Expenses for COVID 19	\$216,123.65
S12 PORT AUTHORITY		+,
E-9799-S012-S07.000	Professional Services	\$1,247.62
S33 DISTRICT DETENTION HOME/SARGUS	11010001011111 2 41 11100	Ψ1,2 : 7:02
E-0910-S033-S33.002	Salaries	\$50,000.00
E-0910-S033-S34.010	Supplies	\$1,000.00
E-0910-S033-S38.011	Contract Services	\$5,000.00
E-0910-S033-S39.000	Food Service Expenses	\$4,000.00
E-0910-S033-S47.006	Hospitalization	\$3,000.00
E-0910-S033-S61.000	Food Services Expenses/GS	\$4,000.00
E-0910-S033-S65.011	Contract Services/GS	\$3,000.00
T01 HELP AMERICA VOTE ACCOUNT/BOARD		\$5,000.00
E-9701-T001-T05.000	Training Training	\$28.28
T71 FEMA FUNDS/ENGINEERS	Training	\$20.20
E-9713-T071-T08.074	Transfers Out DR4360	\$26,306.00
W80 PROSECUTORS/VICTIM ASSISTANCE	Transfels Out DR4500	\$20,300.00
E-1511-W080-P01.002	Colomy	\$4,827.34
E-1511-W080-P01.002 E-1511-W080-P02.010	Salary	\$250.00
E-1511-W080-P02.010 E-1511-W080-P03.000	Supplies Travel	\$230.00
		\$132.00
E-1511-W080-P04.000	Other	
E-1511-W080-P05.003	PERS	\$600.00
E-1511-W080-P06.004	Workers Comp	\$200.00
E-1511-W080-P07.006	Hospitalization	\$3,590.14
E-1511-W080-P08.005	Medicare	\$100.00
E-1511-W080-P15.000	Rent	\$261.35
SHERIFF/VARIOUS FUNDS	26 12 1	Φ00 C 13
E-0131-A006-A09.000	Medical	\$806.43
E-0131-A006-A10.000	Transport	\$100.00
E-0131-A006-A23.000	Background	\$266.00
E-0131-A006-A24.000	E-SORN	\$184.00
E-0131-A006-A28.000	Shop with a Cop	\$925.00

ACCT#

E-0131-A006-A32.000	Warrant Fee	\$760.00
E-1652-B016-B02.000	DIJI	\$85.00
	201	*****
E-5100-S000-S01.010	Commissary	\$18,219.06
E-5101-S001-S06.000	CCW License	\$2,988.00
E-5101-S001-S07.012	CCW Equipment	\$2,775.00
E-9710-U010-U06.000	Reserve	\$56,838.49

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the December 2, 2020 meeting:

Appropriation TOWNSHIP Amount

UND AUTO TAX APPROPRIATIONS E-9801-Y001-Y01.000 **UND AUTO TAX** 210,344.07 E-9801-Y001-Y03.000 TOWNSHIP-PERMISSIVE TAX 74,109.99 3,648.00 E-9801-Y001-Y05.000 PEASE TOWNSHIP E-9801-Y001-Y06.000 **GOSHEN TOWNSHIP** 1,464.00 E-9801-Y001-Y07.000 1,896.81 WARREN TOWNSHIP E-9801-Y001-Y08.000 PULTNEY TOWNSHIP 3,640.00 540.00 E-9801-Y001-Y09.000 FLUSHING TOWNSHIP E-9801-Y001-Y10.000 **COLERAIN TOWNSHIP** 1,284.00 160.50 E-9801-Y001-Y11.000 KIRKWOOD TOWNSHIP 747.00 E-9801-Y001-Y12.000 MEAD TOWNSHIP E-9801-Y001-Y13.000 RICHLAND TOWNSHIP 3,090.00 E-9801-Y001-Y14.000 SMITH TOWNSHIP 640.50 SOMERSET TOWNSHIP 405.00 E-9801-Y001-Y15.000 E-9801-Y001-Y16.000 **UNION TOWNSHIP** 697.50 E-9801-Y001-Y17.000 WASHINGTON TOWNSHIP 201.00 E-9801-Y001-Y18.000 WAYNE TOWNSHIP 273.00 586.50 E-9801-Y001-Y19.000 WHEELING TOWNSHIP E-9801-Y001-Y20.000 YORK TOWNSHIP 514.50 Total Auto Tax 304,242.37 INDIGENT APPLICATION FEES REMIT TO STATE E-9841-Y041-Y01.000 E-9841-Y041-Y02.000 **REMIT TO COUNTY Total Indigent Application Fees** 0.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS

ACCOUNT NAME

FOR 2021 WORKERS' COMPENSATION CHARGEBACKS

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for 2021 Workers' Compensation Chargebacks.

TRANSFER TO

2021 WKR

2021 WORKERS' COMPENSATION (BASED ON 2019 PAYROLL)

ACCOUNT NAME	TRANSFERTROM	TRANSFER TO	COMP
	ACCOUNT NUMBER	ACCOUNT NUMBER	RATE X 0.008668
GENERAL FUND			
GENERAL FUND	A00	R-9899-Y089-Y04.574	100,102.30
PUBLIC EMPLOYER EMERG. ORGANIZATION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,818.22
UNDIVIDED ESTATE TAX	E-0256-A014-A14.004	R-9899-Y089-Y04.574	17.37
(X 0.128952 RATE)		TOTAL GENERAL FUND	101,937.89
OTHER AGENCIES			
DOG AND KENNEL	E-1600-B000-B09.004	R-9899-Y089-Y04.574	1,119.11
PUBLIC ASSISTANCE	E-2510-H000-H13.004	R-9899-Y089-Y04.574	39,597.75
FLOOD GRANT-PD FROM WIA	E-2600-H005-H11.000	R-9899-Y089-Y04.574	2,367.28
C.S.E.A.	Е-2760-Н010-Н08.004	R-9899-Y089-Y04.574	5,080.36
REAL ESTATE ASSESSMENT	E-1310-J000-J05.004	R-9899-Y089-Y04.574	2,705.77

TRANSFER FROM

M.V.G.T. K-1 & K-2	E-2811-K000-K09.004	R-9899-Y089-Y04.574	2,532.71
M.V.G.T. K-11	E-2812-K000-K22.004	R-9899-Y089-Y04.574	10,911.80
M.V.G.T. K-25	E-2813-K000-K35.004	R-9899-Y089-Y04.574	3,494.60
SOIL CONSERVATION	E-1810-L001-L12.004	R-9899-Y089-Y04.574	934.86
WATER SHED COORDINATOR-SOIL	E-1815-L005-L12.004	R-9899-Y089-Y04.574	230.80
PORT AUTHORITY POSTRICT DETENTION HOME	E-9799-S012-S09.004	R-9899-Y089-Y04.574	1,124.91
DISTRICT DETENTION HOME	E-0910-S033-S45.004	R-9899-Y089-Y04.574	8,214.18
MENTAL HEALTH	E-2310-S049-S61.004	R-9899-Y089-Y04.574	2,640.18
BCBDD-MAIN FUND	E-2410-S066-S77.004	R-9899-Y089-Y04.574	27,310.89
BELMONT COUNTY SENIOR PROGRAM	E-5005-S070-S03.004	R-9899-Y089-Y04.574	14,249.98
CERTIFICATE OF TITLE	E-6010-S079-S09-004	R-9899-Y089-Y04.574	2,219.50
MEDIATION SERVICES-COMMON PLEAS	E-1544-S054-S03.004	R-9899-Y089-Y04.574	248.51
TARGETED COM ALTERN TO PRISON	E-1545-S055-S02.002	R-9899-Y089-Y04.574	22.71
PROBATION SERVICE GRANT	E-1546-S056-S04.001	R-9899-Y089-Y04.574	24.12
EASTERN COURT COMPUTER FUND	E-1570-S084-S12.004	R-9899-Y089-Y04.574	176.09
NORTHERN COURT-SPECIAL	E-1561-S086-S04.004	R-9899-Y089-Y04.574	502.33
EASTERN COURT-SPECIAL	E-1571-S087-S04.004	R-9899-Y089-Y04.574	434.46
WESTERN COURT-SPECIAL	E-1551-S088-S04.004	R-9899-Y089-Y04.574	539.32
JUVENILE COURT-GEN SPECIAL PROJECT	E-1589-S096-S09.000	R-9899-Y089-Y04.574	82.45
OAKVIEW JUVENILE REHABILITATION	E-8010-S030-S67.004	R-9899-Y089-Y04.574	6,550.67
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9899-Y089-Y04.574	382.96
CORRECTIONS ACT GRANT-COMMON PLEAS	E-1520-S077-S05.004	R-9899-Y089-Y04.574	567.42
W.I.C. PROGRAM	E-4110-T075-T52.008	R-9899-Y089-Y04.574	1,447.10
LAW LIDDADY DECOUDES FUND	E-9720-W020-	D 0000 V000 V04 574	36.19
LAW LIBRARY RESOURCES FUND	W04.004	R-9899-Y089-Y04.574	
PROSECUTOR'S VICTIM PROGRAM	E-1511-W080-P06.004	R-9899-Y089-Y04.574	421.78
DRETAC-PROSECUTOR	E-1510-W081-P06.004	R-9899-Y089-Y04.574	469.62
DRETAC-TREASURER	E-1410-W082-T06.004	R-9899-Y089-Y04.574	288.59
WATER DEPARTMENT			
WATER WORKS FUNDS	E-3702-P005-P30.004	R-9899-Y089-Y04.574	12,538.67
SANITARY SEWER FUNDS	E-3705-PO53-P14.004	R-9899-Y089-Y04.574	2,902.92
JUVENILE COURT GRANTS			
ALTERNATIVE SCHOOL	E-0400-M067-M03.004	R-9899-Y089-Y04.574	160.31
CARE AND CUSTODY-YSSP	E-0400-M060-M28.004	R-9899-Y089-Y04.574	897.69
DIVERSION	E-0400-M060-M83.004	R-9899-Y089-Y04.574	203.68
PLACEMENT II	E-0400-M075-M04.000	R-9899-Y089-Y04.574	467.57
TITLE IV-E REIMB	E-0400-M078-M02.008	R-9899-Y089-Y04.574	1,820.45
COUNTY HEALTH			
COUNTY HEALTH	E-2210-E001-E11.004	R-9899-Y089-Y04.574	1,367.90
TRAILER PARKS	E-2211-F069-F02.002	R-9899-Y089-Y04.574	56.87
HOME SEWAGE TREATMENT SYSTEMS	E-2227-F074-F06.000	R-9899-Y089-Y04.574	429.65
VITAL STATISTICS	E-2213-F075-F02.003	R-9899-Y089-Y04.574	345.79
REPRODUCTIVE HEALTH	E-2215-F077-F01.002	R-9899-Y089-Y04.574	343.85
PREP	E-2230-F082-F01.002	R-9899-Y089-Y04.574	317.68
РНЕР	E-2231-F083-F01.002	R-9899-Y089-Y04.574	370.75
NURSING PROGRAM	E-2232-F084-F02.008	R-9899-Y089-Y04.574	311.11
CHILD & FAMILY HEALTH SERVICE	E-2233-F085-F01.002	R-9899-Y089-Y04.574	443.76
GET VACCINATED	E-2236-F088-F02.000	R09899-Y089-Y04.574	82.71
INTEGRATED NALOXONE ACCESS/ INFRAST	E-2237-F089-F01.002	R-9899-Y089-Y04.574	55.95
FOOD SERVICE	E-2218-G000-G06.003	R-9899-Y089-Y04.574	1,015.18
WATER SYSTEM FUND	E-2219-N050-N04.002	R-9899-Y089-Y04.574	54.64
SWIMMING POOLS AND SPAS	E-2220-P070-P01.002	R-9899-Y089-Y04.574	41.57
		TOTALS	263,095.59

PWRE RATE (X 0.002849)			
PUBLIC WORKS RELIEF EMPLOYEES	E-2510-H000-H08.004	R-9899-Y089-Y04.574	336.36

Upon roll call the vote was as follows:

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

IN THE MATTER OF REQUEST FOR CERTIFICATION

OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. **B00 DOG & KENNEL FUND/GENERAL FUND TRANSFER-\$5,800.00** transferred from the General Fund into R-1611-B000-B11.574 on 11/24/2020.

GENERAL FUND/REIMBURSEMENT COVID 19-The following was deposited into R-0050-A000-A46.500 on November 19, 2020: \$125.94 Items purchased to give the ability for public individuals to attend weekly Commissioners' meeting via video conferencing \$25.42 Items purchased to give the ability for public individuals to attend weekly Commissioners' meeting via video conferencing \$151.36 TOTAL

GENERAL FUND/REIMBURSEMENT COVID 19-The following was deposited into R-0050-A000-A46.500 on November 24, 2020: \$27,725.31 Supplies and material purchased to clean all county buildings and protect against COVID 10 \$27,725.31 TOTAL

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING

THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated December 2, 2020, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING MINUTES OF REGULAR

BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of November 24, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENTS TO THE

BOARD OF DEVELOPMENTAL DISABILITIES

Motion made by Mr. Dutton, seconded by Mr. Echemann to reappoint Mr. Philip J. Andes and Mr. John Rataiczak to the Belmont County Board of Developmental Disabilities for a four-year term, effective January 1, 2021 through December 31, 2024.

Upon roll call the vote was as follows:

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

Mr. Dutton said this was on the recommendation of the Board of Developmental Disabilities.

IN THE MATTER OF ACCEPTING THE ANNUAL REPORT ON THE

DELINQUENT TAX & ASSESSMENT COLLECTION (DTAC) FUND FY 2020

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the annual report on the Delinquent Tax & Assessment Collection (DTAC) Fund for fiscal year 2020 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. Dutton Yes
Mr. Echemann Yes
Mr. Meyer Yes

Mr. Dutton noted the amount appropriated in the fund for calendar year 2020 was approximately \$148,000 and the amount expended was \$91,718.67.

IN THE MATTER OF ENTERING INTO A COMMERCIAL LEASE AGREEMENT
BY AND BETWEEN CHARLES DEFILLIPPO DBA ZEL PROPERTIES, LLC
Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a commercial lease agreement by and between Charles Defillippo dba Zel Properties, LLC, and Belmont County Commissioners, effective January 1, 2021 through December 31, 2021, for Suites 207 & 208 at 100 West Main Street, St. Clairsville, Ohio, for use by the State Auditor's office.



COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT is made and entered into effect this 2nd day of <u>DECEMBER</u>2020 by and between <u>Charles Defillippo dba Zel Properties</u>, <u>LLC</u>, with a mailing address of 100 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as "Landlord," and <u>Belmont County Commissioners</u>, hereinafter referred to as "Tenant."

WHEREAS, the parties enter into a Commercial Lease Agreement under which Tenant leases suite 207 & 208 commercial office space in the premises leased hereunder on the property located at 100 West Main Street, St. Clairsville, Ohio 43950

LEASED PREMISES

The leased premises shall consist of being Suites 207 & 208 at 100 West Main Street, being a portion of that certain building located at 100 West Main Street, St. Clairsville, Ohio 43950 and associated common property including parking located in the rear of the building. The parties agree and acknowledge that the square footage figure stipulated herein is a general figure which shall serve as the square footage of the leased premises regardless of any actual measurements of the interior space of the leased premises and regardless of any permitted alterations which the Tenant may make to the interior of the leased premises. The rentable square feet shall be used for all other purposes under this Lease. The leased premises shall enjoy the right to use the parking lot and other common areas of the Building in common with other tenants in the Building, which common areas shall be deemed appurtenances to the leased premises, but such spaces shall not be deemed part of the "leased premises" hereunder in order that the respective obligations (repairs, maintenance, insurance, etc.) of the parties as to the "leased premises" shall not e confused.

TENANT IMPROVEMENTS

Landlord shall perform no Tenant Improvements without written permission from the Landlord. The lease premises shall be delivered in the condition as agreed upon in the agreement. An inspection will be completed at the time of lease signing.

COMMENCEMENT: TERM OF LEASE; OPTION TO RENEW

The initial term of this Lease shall be for a period of ONE YEAR commencing on January 01, 2021 and expiring on December 31, 2021 Lessee shall be entitled to possession and occupancy of the leased premises on November 23, 2020 provided that this Lease Agreement has been executed by all parties and that the payment of the first months rental rate for all units and the Security Deposit has been made by Tenant. Acceptance of possession of the leased premises by Tenant shall be construed as recognition that the leased premises are satisfactory to Tenant and fit for Tenants intended use.

At the end of the ONE YEAR (December 31, 2021) lease term this agreement will automatically rollover to a MONTH TO MONTH leasing term until the parties come to an agreement on a new term.

RENT

Tenant shall pay base rent in the monthly sum of \$500 per month. Rent shall commence on January 01 2021 and shall be payable in advance on the FIRST DAY of each and every month over the Lease Term and any Renewal Term as applicable. Rent shall be payable to Zel Properties, LLC and can be accepted at 100 West Main Street, St. Clairsville, Ohio 43950. There will be a late fee of \$35 on the 6th day of the month for each late rent payment.

EXPENSES INCLUDED/EXCLUDED IN RENT

Expenses included in rent is common area maintenance which includes the restroom(s), stairs, halls, entryway as well as snow removal in the winter and lawn/property care in the summer/spring. Utilities ARE included and are the water, sewage, garbage, electric and gas. Tenant acknowledges that Landlord shall manage the building and property generally with respect to common area maintenance and repair issues, insurance and common utility issues, etc and shall have sole authority in this regard, with such authority to be exercised in Landlords reasonable discretion.

SECURITY DEPOSIT

A Security Deposit of \$500 will be paid by the Tenant upon the Commencement Date and held by the Landlord at all times while this Lease is in effect. The Security Deposit shall be held by Landlord without liability for interest and as security for the full and timely performance by Tenant of Tenants covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure or limitation of Landlords damages in case of default by Tenant. Unless otherwise provided by mandatory law or regulation, Landlord may co-mingle the Security Deposit with Landlords other funds.

If the leased premises are in substantially as good a condition, reasonable and normal wear and tear excepted, as exists upon the commencement of this tenancy, and Tenant is not in default under any other provisions of this Lease and is current in all payments owed to Landlord, the entire Security Deposit, or balance thereof after any such application to cure any default, shall be returned without interest to Tenant within a reasonable time after the expiration of termination of this Lease. (SEE INSPECTION FORM)

USE

Tenant agrees to use the leased premises for general professional purposes relating to Tenants business described as Belmont County Annual GAAP Conversion & Financial Audit Any other use requires the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. In this connection, Tenant covenants and warrants unto Landlord that Tenant has all applicable governmental licenses for the conduct of such business, and that Tenant will not use the premises for any illegal or unlawful purpose or purposes, nor for any purpose or purposes which may unreasonably affect the general public's or building occupants health, safety and welfare or the welfare of the leased premises, nor for an purpose which will increase risks covered by insurance on the premises and result in increase of the rate of insurance or cancellation of any insurance policy. Tenant specifically acknowledges and agrees that Tenant shall be responsible for taking such steps as are necessary to insure that the walls, flooring and ceiling of the leased premises are adequately protected from any moisture or water damage as might result form Tenants operations in the leased premises, including making such alterations or installing certain coverings or coatings on walls, floors, and or ceilings as will protect same, subject to Landlords prior approval.

PARKING

Tenant acknowledges that the parking lot in the rear of the building is for the joint use by all of the tenants in the building and their guests and invitees and that there are no designated or reserved parking spaces. Tenant also acknowledges that there is street parking available; however, there are parking hours that is mandated by the city for those parking spaces.

Tenant acknowledges that snow removal activities during the winter may cause an accumulation of plowed snow in one or more areas of the parking lot which may reduce the amount of parking available to the buildings tenants and their guests and invitees.

COMPLIANCE WITH PUBLIC AUTHORITIES

Tenant agrees, at Tenants cost, to comply with all applicable municipal, County, State, and Federal laws and regulations now in force or which may hereafter be enforced concerning Tenants particular use of the leased premises. It is understood, however, that the Landlord is responsible for building modifications required by governmental agencies to ensure that the leased premises are in compliance with the ADA and its regulations as of the Lease Commencement Date. If any alteration to the leases premises desired by the building comply with any law or regulation from which the building is otherwise exempted or grandfathered, in the Landlord shall have the discretion to refuse Tenants desired alteration.

TENANTS ALTERATIONS

Tenant shall be responsible for the interior improvements of the leased premises after occupancy by Tenant, and except for the installation and location of signs, equipment, counters and other removable trade fixtures, and except as herein mentioned, Tenant shall neither make any alteration nor addition to the leased premises, nor make any agreement or contract therefore, without first obtaining Landlords prior written consent, said consent shall not be unreasonably withheld or delayed, and which consent may be conditioned upon the Tenants removal of such fixtures and restoration of the leased premises to their original condition at Tenants sole expense at the termination of tenancy. Tenant shall request in writing Landlords permission for such work, and such request must include a reasonably detailed written description of the scope of the desired work, plus plans and schematics if available. Tenant shall be responsible for obtaining and shall obtain all required building permits for such work, and shall provide a copy of same to Landlord at the conclusion of such work, Landlord shall have the right to inspect same, and Tenant shall provide "as-built" drawings and plans to Landlord reflecting the changes made.

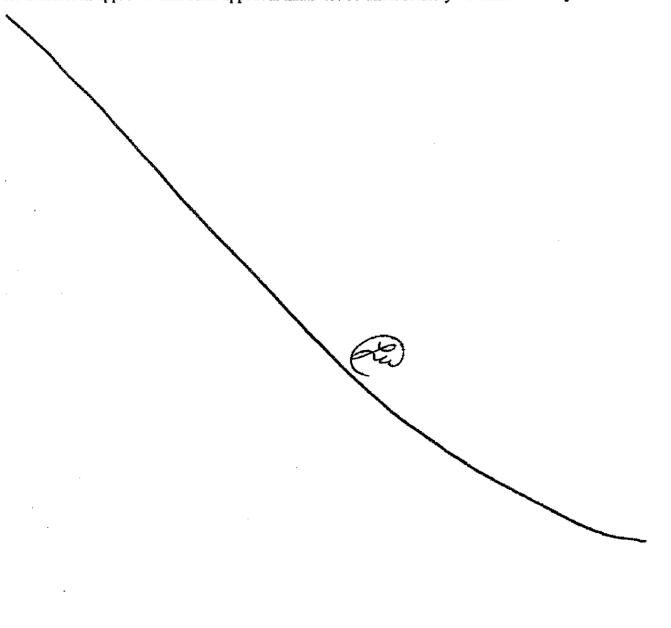
All alterations, additions or improvements made by Tenant to or upon the leased premises (except signs, equipment, counters, other removable trade fixtures, interior decorations which shall remain the property of Tenant and are removable by them) shall at once, when made or installed, be deemed to have attached to the freehold as permanent fixtures and shall become Lanlords property. Tenant shall not make any roof/wall holes or penetrations to the outside without written permission from the Landlord. Subsequent water damage to any part of the building caused by a roof or wall penetration (approved or not) will be the responsibility of the Tenant.

At the termination of the lease, and with notice, Tenant shall immediately remove all its personal property and removable trade fixtures. If Tenant fails to do so, Landlord may, with notice, remove and store the same at Tenants expense. Tenant will promptly reimburse Landlord for the expense to such removal and storage, upon receiving Landlords statement. If tenant fails to pay for such expense within thirty (30) days of receiving Landlords statement therefore, Landlord may sell Tenants property to pay such expenses and other amounts owing to Landlord by Tenant.

It is further agreed that anything remaining upon or removed from the leased premises thirty (30) days after the termination of this lease shall become the property of Landlord, at Landlords option, subject to the rights reserved to Landlord in the Lease herein before set forth.

SIGNS

Landlord and Tenant shall mutually agree upon the design and location of Tenants exterior sign. The sign shall be of professional quality and of similar quality and size as the signs of the other tenants in the building and shall comply with all applicable state, county or local laws, city ordinances and zoning. The design of the sign shall be submitted to Landlord prior to the placement and installation for Landlords approval and such approval shall not be unreasonably withheld or delayed.



<u>UTILITIES</u>

Utilities at 100; suites 207/208 West Main Street are: St. Clairsville Municiple J&J Refuse

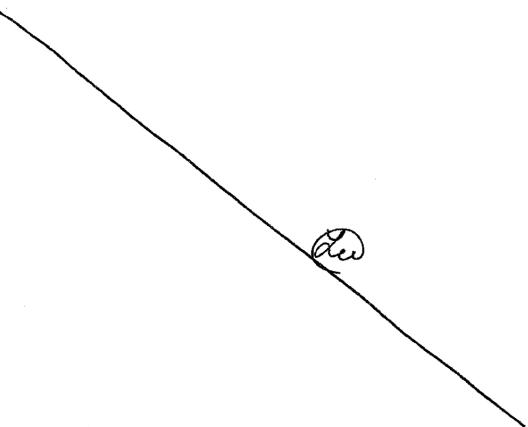
Electric

Garbage Removal

Water Sewage

Columbia Gas

Landord is responsible for all utility expenses



INSURANCE

(a) Liability Insurance. Tenant shall carry, maintain, and deposit proof with Landlord of general liability insurance or self-insurance in the amount of at least PROOF NOT REQUIRED, INSURANCE REQUIRED combined single limit coverage of bodily injury, property damage, or some combination thereof, for damages caused or occurring on or about the leased premises or caused by Tenant, its agents, employees, or business invitees. Tenant shall, at least annually, furnish Landlord with certificates or other documentation evidencing such insurance.

Public Liability, Fire, and Casualty Insurance. Landlord shall maintain fire and standard casualty insurance upon the building, including the leased premises and General Liability Insurance on the common areas outside the leased premises and such expense shall be part of the common Triple Net Expenses.

(c) Tenant's Personal Property. Tenant shall be responsible for maintaining its own insurance upon its own personal property, inventory, equipment, leasehold improvements, and trade fixtures owned or claimed by it in an amount to be determined by Tenant. Landlord shall not be required or obligated to maintain any insurance against loss to Tenant's personal property by fire, theft, or other casualty.

14. WAIVER OF SUBROGATION

Notwithstanding anything herein to the contrary, Landlord hereby releases Tenant, and Tenant hereby releases Landlord and their respective officers, agents and employees, from any and all claims or demands for damages, loss, expense, or injury to the leased premises, or to the furnishings, fixtures, equipment or inventory or other property of either Landlord or Tenant in, about or upon the leased premises, as the case may be, caused by or resulting from perils, events or happenings which are covered by the insurance carried by the respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent and amount permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby, or the expense of such insurance is not thereby increased and further provided that such waiver shall be effective only to the extent of insurance proceeds actually received.

CONDITION OF LEASED PREMISES

Upon taking possession of the leased premises on the Occupancy Date. Tenant shall inspect the premises with the Landlord or manager. A list of items will be used to determine the condition of the premises. The tenant has 15 days to report any findings not discovered upon original inspection made the day possession is taken. The tenant must report the items in writing. The Landlord will promptly make note of or repair the items in a timely fashion as needed.

Items not listed on the original inspection report that are found upon the move-out inspection will be the responsibility of the Tenant financially for repairs.

Items promised as condition of Lease Agreement: Paint Interior Walls, Clean Carpets, Repair Ceiling Tiles

If Tenant does not give Landlord notice of any such defects within said fifteen (15) day period, Tenant shall have been deemed to acknowledge receipt of the leased premises in good condition and repair and in all respects satisfactory and acceptable to Tenant.

Further, at all times during the term of this tenancy, Tenant shall immediately notify Landlord of any subsequent damages, defects or conditions occurring upon the leased premises which may, if continued, further damage the leased premises (such as water leaks, plumbing or electrical problems, heating failures, and the like).

TENANT'S POSSESSION; LANDLORD'S RIGHT TO INSPECT

Landlord covenants with Tenant that upon paying the rent and performing the terms, covenants and agreements in this Lease set forth, Tenant shall, at all times during the term or any extension of the term hereof, be entitled peacefully and quietly to have, hold, and enjoy the leased premises.

Tenant agrees to allow Landlord, or its agents, reasonable access at reasonable times to show the premises to prospective buyers or lenders at any time during the term hereof; or to prospective successor tenants if Tenant's lease will be expiring within six (6) months. Further, Landlord and its agents shall have the right to reasonable access to the leased premises at reasonable times upon no less than twenty-four hours prior notice to ascertain whether the leased premises are in good repair and or to make such repairs or maintenance which Landlord may be required to make or feel desirable. The requirement of advance notice shall not apply in situations deemed to be an emergency by the Landlord (fire, water leaks, or other situations which may affect or endanger the building or its tenants, etc.).

REPAIR AND MAINTENANCE

The Landlord is responsible for repairs and maintenance concerning issues not caused by the Tenant, such as HVAC, plumbing, water, electrical. Landlord is responsible for the replacement of light bulbs to existing light fixtures.

The Landlord is responsible for all structural and exterior defects not caused by tenants

Landlord is responsible for snow and ice removal to building entrance, parking and walkways.

MAINTENANCE CONTACT IS

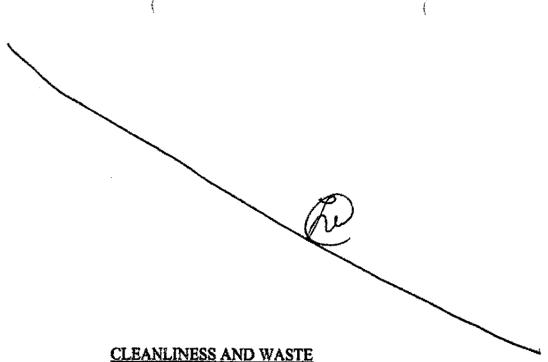
PROPERTY MANAGER

LURAN WILLIAMS 740-839-9169 LURAN WILLIAMS 740-839-9169

Service orders or requests may also be submitted: 100 West Main Street Suite 202

St. Clairsville, Ohio 43950 Telephone: 740-449-2454

Email: zelproperties2019@gmail.com



Tenant shall keep the leased premises, inside and outside, in a neat, clean, and sanitary condition, free from waste and other debris. Receptacles are provided for trash and any other garbage from tenant must be used accordingly. Tenant shall not place trash or cardboard outside the receptacles. Tenant shall not allow any hazardous substances to be deposited or remain in or about the leased premises. Tenant shall store all items pertaining to its business operations inside the leased premises and not in common parking or walk areas. Tenant shall not allow hazardous or legally prohibited liquids or solids to be placed in the sewer system or in the grounds in the area of the leased premises. At the termination of this Lease, Tenant shall clean and repair any and all soiling and/or damages to the leased premises, including marks, scratches, holes, dirt, and grease, and damages to the walls, floors, floor coverings, ceilings, and fixtures, normal wear and tear excepted.

It is a general management policy of the Landlord that pets are not allowed in the building or on the premises, with the exception of bona fide service animals and other animals specifically approved by Landlord

Cigarette or cigar smoking is not allowed at any time in the building and is only permitted outside the building at a distance of at least 30 feet from doorways or windows. All cigarettes and cigars must be extinguished and disposed of properly and safely. Littering the premises is not permitted.

LIENS

Tenant shall not permit any lien to be attached to the leased premises by reason of any act or omission on its part and agrees to save and hold Landlord harmless from or against such lien or claim of lien.

If any lien does attach and any claim of lien is made and shall not be released within fifteen (15) days after notice from Landlord to Tenant to release the same, Landlord, at its option, may pay and discharge the same. In this case, the amount paid by Landlord shall be added to and become part of the next succeeding installment of rent, shall be deemed rent payable hereunder, and shall bear interest at the rate of twelve percent (12%) from the date advanced by Landlord until paid; provided, however, if Tenant desires in good faith to contest the validity of any such lien, it may do so and in such event Landlord shall not discharge the lien and assess additional rent until the validity of the lien is legally established. However, if Landlord's mortgagor legally

requires and demands that the lien be released or paid, Tenant shall, upon demand, cause the lien to be released by furnishing bond or otherwise.

DEFAULT

Occurrence of one or more of the following events shall constitute an event of default by Tenant:

- (a) If Tenant shall fail or neglect to pay the rent when due, or shall fail to pay any other money required to be paid by Tenant, and such default(s) shall continue for a period of ten (10) days following written notice, delivered by Landlord to Tenant, advising of the default and demanding a cure of same; or,
- (b) If Tenant shall default in the performance of any other obligation or duty of Tenant under this Lease, or if Tenant shall commit waste or allow a nuisance to exist on the leased premises, and such default shall continue for a period of thirty (30) days following written notice given after such default, unless within said thirty (30) days Tenant shall cure such default, or if such default cannot be cured within thirty (30) days, Tenant shall, within said thirty (30) day period, commence to cure such default and shall thereafter continue to use reasonable due diligence in the curing thereof, provided that as to any event of default which is not ongoing and not capable of cure by the Tenant, no such notice and cure period shall be applicable.

If an event of default occurs which remains uncured after any applicable notice and cure period, or which is not capable of cure, then Landlord, upon further written notice to Tenant, shall have the right to pursue any one or more of the following remedies, consistent with and subject to applicable law, at Landlord's discretion and election:

- (a) Landlord shall have the immediate right to terminate and cancel Tenant's rights under this lease and re-enter, recover, and resume possession of the leased premises, or
- (b) Landlord may continue to assert the validity of the Lease, take possession of the leased premises, pursuant to applicable law, (including unlawful detainer or action for possession), and re-let the leased premises, or any part thereof, for such term or terms, (which may be for a term extending beyond the term of this Lease), at such rent and upon such terms and conditions as Landlord may, in its sole discretion, deem advisable, provided Landlord agrees to proceed in a commercially reasonable manner in re-letting the leased premises. Upon such re-letting, Tenant shall immediately be liable to pay Landlord the reasonable costs and expenses of such re-letting, (including reasonable agents' or brokers' commissions and attorney's fees for the new lease), the reasonable costs and expenses of any alterations or repairs resulting from Tenant's use and reasonably required to be made to the leased premises to make it rentable, and shall be liable to pay to Landlord the amount, if any, by which the rental required to be paid by Tenant in this Lease for the period of such re-letting, (up to, but not beyond, the term of this Lease), exceeds the amount agreed to be paid by the new Tenant as rent for the leased

premises for such period of re-letting. If Landlord cannot re-let the leased premises for the entire balance of Tenant's term, Tenant shall be liable to pay Landlord for the balance of the rental required by this Lease at the time that such payments become due. No such termination, unlawful detainer action, re-entry, or taking of possession of the leased premises by Landlord shall be construed as an election on their part to terminate Tenant's other obligations under this Lease unless a written notice of such intention is given to Tenant; and or

(c) Landlord shall have recourse to any other remedy provided at law or in equity.

In the event of any termination of this Lease and upon the expiration of the term thereof, Tenant shall yield up quiet, immediate, and peaceful possession to Landlord.

Tenant recognizes and agrees that the obligation to pay rent and all other payments as are required to be paid by Tenant hereunder is independent of all other covenants and agreements herein contained. If Landlord shall commence any proceeding for nonpayment of any rent to which Landlord may be entitled or for breach of this Lease or for termination of this Lease by reason of Tenant's failure to timely cure a default, Tenant agrees that if Tenant does not pay the rent due hereunder during the pendency of the action or deposit the same with the Court, the Court shall immediately return possession of the leased premises to Landlord to enable Landlord to immediately rent the leased premises to third parties.

Landlord's failure to perform or observe any or its obligations under this Lease shall constitute a default by Landlord under this Lease only if such failure shall continue for a period of thirty (30) days (or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure) after Landlord receives written notice from Tenant specifying the default. The notice shall give in reasonable detail the nature and extent of the failure and shall identify the Lease provision(s) containing the obligations(s). If Landlord shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Tenant may pursue any remedies available to it under law and this Lease, provided that Tenant's obligation to pay Rent during any such cure period shall not be excused, tolled, or suspended in any way, such obligation to pay Rent being an independent covenant of Tenant hereunder, in recognition that Landlord must receive timely payments of Rent in order to operate the building. In the event of any failure, refusal or neglect on the part of the Landlord to cure or correct any defect or deficiency within a reasonable time frame, depending on the nature of the defect or deficiency, and for which the Landlord had received notice. Tenant may, but is not obligated to, cure or correct such deficiency or defect and seek recourse as against the Landlord for the recovery of any such sums expended. In no event, however, may Tenant offset, reduce, or deduct from the successive monthly rent any amounts expended by the

Tenant to correct or cure such defect of deficiency. Tenant's obligation to pay Rent hereunder is an independent covenant. Notwithstanding the foregoing, if Landlord's default continues beyond the thirty (30) day cure period described above, then Tenant, at Tenant's option, may elect to terminate this Lease by giving written notice thereof to Landlord, such termination to be effective immediately upon Tenant's notice to Landlord. In the event of such termination, Tenant's obligations hereunder shall cease.

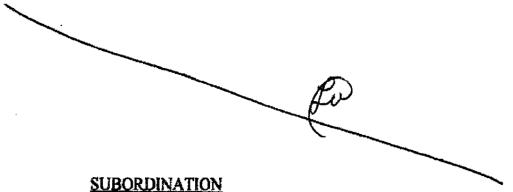
SUSPENSION OF LEASE IN CASE OF CASUALTY DAMAGE OR PUBLIC AUTHORITY

Landlord and Tenant agree that if, during the term of this Lease the leased premises shall be injured or destroyed by fire or other casualty or condemned or rendered untenantable by public authority, so as to render the leased premises unfit for occupancy, to such an extent that the leased premises cannot be repaired or replaced with reasonable diligence within ninety (90) days from the happening of such injury or act, then either Landlord or Tenant may terminate this Lease as of the date of such damage or act by written notice delivered to the other within fifteen (15) days from the occurrence. Tenant shall immediately surrender the leased premises and all interest therein to Landlord and Tenant shall pay rent only to the time of the said damage or act.

If the leased premises can be restored within ninety (90) days from the happening of the damage or act and if Landlord, within fifteen (15) days from occurrence, elects, in writing, to repair and restore the leased premises within the said ninety days from the happening of the damage or act, then this Lease shall not end or terminate on account of such injury or act. However, the rent and Triple Net Expenses shall not run or accrue after injury and during the process of repairs, except only that Tenant shall, during such time, pay a prorated portion of such rent and Triple Net Expenses apportioned to that portion of the leased premises which are in condition for occupancy and can be effectively used or may actually be occupied by Tenant during such repairing periods.

If, however, the leased premises shall be damaged, but Tenant can use the leased premises to their fullest extent, then Landlord shall repair the same with reasonable promptness. In this case, the rent shall not cease or be abated during such repairing. All equipment, appliances, fixtures, improvements or betterments placed by Tenant on the leased premises, which shall be damaged or destroyed in any of the events aforementioned shall be repaired and replaced by Tenant at its own expense and not at the expense of Landlord.

Except as otherwise herein set forth, Landlord shall not be held to account for any damages to Tenant attributable to fire, acts of God or any failure or defect in the leased premises not reasonably attributable to the intentional or negligent acts or omissions of Landlord or its agents and employees; provided, however, Tenant shall promptly report any failure or defect to Landlord who shall repair or correct such defects with reasonable diligence.



Notwithstanding anything herein to the contrary, Tenant agrees this Lease is and shall be subordinate to any mortgage, trust indenture, or other instrument of security which shall have been or shall be placed against the land and buildings of which the leased premises forms a part; and said subordination is hereby made effective without any further act by Tenant. Tenant agrees that at any time, or from time to time, upon request by Landlord, it will execute and deliver any instruments, releases, estoppel certificates, or other documents that may be required in connection with the subjecting and subordinating of this Lease to the lien of any of said mortgages, trust indentures or other instruments of security, or as may be required by Landlord in connection with a sale of the building. If there is more than one instrument, release, estoppel certificate, or other such document requested in any given Lease Year, and if legal fees are involved on the part of the Tenant to review such documents, the Landlord will reimburse Tenant for its reasonable legal fees to the extent such are reasonable and standard fees for such review.

NOTICE

Any notice required to be given by one party, to the other shall be in writing and must be personally served upon a party or served by registered or certified mail, postage prepaid, through the United States Postal Service, and addressed to the respective parties at the following addresses:

LANDLORD:

Chalres Defilippo dba Zel Properties, LLC

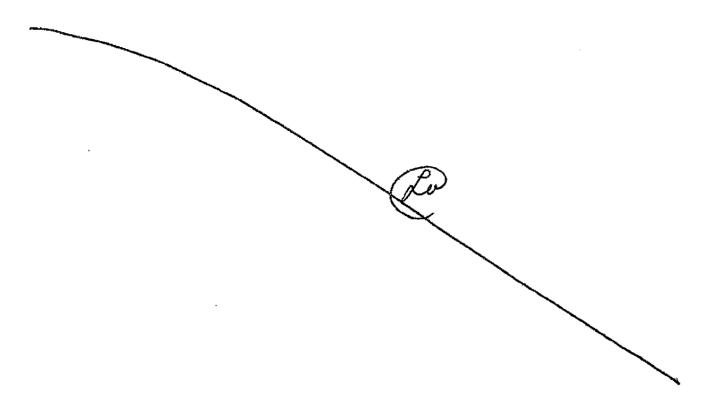
100 West Main Street, Suite 202 St. Clairsville, Ohio 43950 Phone: 740-449-2454

TENANT:

Belmont County Commissioners

101 West Main Street
St. Clairsville, Ohio. 43950

Either party may change the above addresses by giving written notice to the other party of such change. If a party's address is changed without such written notice, notice may be addressed to a party's last known address. Notice given in accordance with this provision shall be deemed effective on the earlier of (i) actual receipt, or (ii) three calendar days from the date of mailing.



WAIVER.

No waiver of any breach of any agreement, term, covenant, or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of the same or any other agreement, term, condition, or covenant.

ASSIGNABILITY AND SUBLEASING

Tenant shall not have the right to sublease or assign all or any portion of the leased premises during the Lease Term, without Landlord's prior written approval, which shall not be unreasonably withheld or delayed. Any such approved assignment or sublease shall be with recourse to Tenant.

SUCCESSORS AND ASSIGNS

Subject to the provisions of the preceding Paragraph, entitled "Assignability and Subleasing", this Lease shall be binding upon and inure to the benefit of the respective parties, their successors and permitted assigns.

ALL AGREEMENTS CONTAINED HEREIN

This Lease along with the Exhibits attached hereto, contains all of the agreements of the parties relating to the subject matter; and it supersedes and cancels all prior written or oral agreements between them with reference to the subject real property and premises, including all improvements thereon.

TIME

It is mutually agreed by and between the parties that TIME IS OF THE ESSENCE OF THIS LEASE AGREEMENT, AND OF EACH AND EVERY PROVISION HEREIN.

HEADINGS

The headings and titles of sections and paragraphs of this Lease are inserted merely for convenience and are not to be used in the constructions thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

LANDLORD:	Zel Properties, LLC Date:	
	By: Luran I Williams	inge
TENANT:	Name	Date
	X PQQ Signature	12/2/20
	Jerry Echemann	12 · 2 · 20 Date
PPROVED AS TO FORM:	Signature Coleman	
PICTORNEY	Joshua M Meyer Name	12/2/2020 Date
	Signature)
Upon roll call the vote was as follows:		

Mr. Dutton said the county has to provide office space for the State Auditor.

IN THE MATTER OF APPROVING THE PURCHASE

AUTHORIZATION/ANNUAL RENEWAL FROM JOHNSON CONTROLS/JAIL

Mr. Dutton

Mr. Meyer

Mr. Echemann

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase Authorization/annual renewal from Johnson Controls, in the amount of \$8,244.00 for the Annual Fire Alarm Test & Inspection at the Belmont County Jail for the period of February 1, 2021 to January 31, 2022.

Yes

Yes

Yes

Upon roll call the vote was as follows:

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

AGREEMENT FROM JOHNSON CONTROLS/OAKVIEW ADMINISTRATION BUILDING

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Sale and Installation Agreement from Johnson Controls in the amount of \$2,882.00 for the wet sprinkler deficiency repair at the Oakview Administration Building. Upon roll call the vote was as follows:

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

Mr. Dutton said this deficiency was found recently and needs repaired. They are hoping to vacate the building in the near future due to the age and status of it and try to move to a different facility.

IN THE MATTER OF APPROVING QUOTE FROM

DIGITAL DATA COMMUNICATIONS, INC/COURTHOUSE

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Quote Number 1047 from Digital Data Communications, Inc., in the amount of \$4,341.48 for a Dell R240 Server for backups for the Belmont County Courthouse. Upon roll call the vote was as follows:

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

Mr. Dutton said this server provides backup in the Courthouse.

IN THE MATTER OF APPROVING THE PURCHASE AGREEMENT FROM

PONZANI LANDSCAPING CO./JUSTICE AND OFFICE COMPLEX

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase agreement from Ponzani Landscaping Co. in the amount of \$23,590.00 for all labor, equipment and materials for landscape renovations at the Justice and Office complex located at 52160 National Road East, St. Clairsville.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AGREEMENT WITH

AECOM TECHNICAL SERVICES, INC/ENGINEER'S

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the agreement with AECOM Technical Services, Inc., for a two-year term, effective December 2, 2020, for various design engineering services at various locations, for the Belmont County Engineer's Department, based upon the recommendation of County Engineer, Terry Lively.

Note: This will be paid for out of the MVGT fund.



MASTER DESIGN ENGINEERING SERVICES AGREEMENT

This Master Design Engineering Services Agreement ("Agreement"), effective this $\underbrace{\partial \mathcal{EC} \cdot \mathcal{A}}$ 20_20____, is by and between Belmont County, Ohio, a governmental entity in the State of Ohio ("Client"), and AECOM Technical Services, Inc., a California corporation ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

RECITAL

WHEREAS Client has a need, from time-to-time, to access design engineering services involving multiple tasks for a single project or multiple tasks in support of multiple projects; and

WHEREAS AECOM is willing to provide such design engineering services to Client under the terms and conditions set forth herein based on the particulars of each task.

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

1. SCOPE OF SERVICES

- AECOM shall perform the services set forth in one or more specific task orders ("Task Orders"). **EXHIBIT A**, incorporated herein by reference, is the preferred form for such use.
- 1.2 The individual Task Orders will normally include the description of the project ("Project"); the scope of services to be performed under the specific Task Order ("Services"); the schedule for the performance of the Services ("Project Schedule"); deliverables to be provided under the Services ("Deliverables"); special terms and conditions unique to the specific Task Order ("Special Terms and Conditions"); and the designation of the primary representatives for each Party relating to the specific Task Order.
- 1,3 Nothing in this Agreement provides a guaranty that the Client will issue, or that AECOM will accept, any Task Orders. AECOM's decision to decline any Task Order shall be at its exclusive discretion and shall not be construed as a breach of this Agreement. Agreed upon Task Orders will require the signatures of both Parties.
- It is the expressed intent of the Parties that this Agreement shall be made available to affiliates of AECOM. For the purposes of this Agreement, as it applies to each Task Order, the term "AECOM" shall mean either AECOM as defined above or the affiliate identified in the Task Order. The applicable Task Order shall clearly identify the legal name of the affiliate accepting the Task Order. All rights and responsibilities of AECOM under a Task Order executed by an AECOM affiliate shall belong exclusively to the affiliate.

TERM OF AGREEMENT 2.

- Upon execution by the Parties, this Agreement shall have the effective date as set forth above and shall remain in force for a period of two years, unless sooner terminated as provided herein or extended in writing by the Parties.
- 2.2 If this Agreement is terminated for any reason, no new Task Orders may be issued, but any existing Task Orders shall remain in full force and subject to this Agreement until the Services under the respective Task Orders have been completed.
- 2.3 Individual Task Orders may be terminated on the same basis as this Agreement.

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- COMPENSATION AND PAYMENT AECOM shall be paid for the performance of the Services in accordance with ATTACHMENT 2 of the Task Order ("Compensation and Payment"), incorporated herein by reference and attached hereto.
- NOTICE Legal notice shall be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the applicable addresses set forth below:

TO CLIENT:

Belmont County Engineer's Office 101 West Main Street - Courthouse St. Clairsville, Ohio 43950

Attn: Terry Lively, P.S., P.E., County Engineer

TO AECOM:

564 White Pond Drive Akron, Ohio 44320

Attn: Zack Deems, P.E., Project Manager

Claims-related notices shall be copied to: AMER-DCSProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

5. **AECOM'S RESPONSIBILITIES**

- AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED.
- AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.
- 5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subconsultants and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for the construction work to be performed ("Work"), including without limitation (i) construction means, methods, techniques, sequences or procedures; (ii) direction of Contractors' personnel; (iii) quality control of the Work, (iv) selection of construction equipment; (v) coordination of Contractors' work; (vi) placing into operation any plant or

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equipment; or (vii) Contractors' failure to perform the Work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

- 5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's preexisting site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM.
- In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Contractors of their obligation to conduct comprehensive inspections of the Work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the Work and for all safety precautions incidental thereto.
- Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers, employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Third parties relying on such opinions do so at their own sole risk.

6. **CLIENT'S RESPONSIBILITIES**

- Client shall provide in writing Client's full requirements and criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.
- 6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.
- If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.



7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

- 8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.
- 8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and is not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.
- 8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in email, archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

9. DATA RIGHTS

- All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services requires the use of AECOM Intellectual Property, and to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property, solely and to the extent necessary, to achieve the purposes stated in ATTACHMENT 1 of the Task Order.
- 9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.
- 9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary



in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in ATTACHMENT 1 of the Tesk Order. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies ("AECOM Indemnitees"), against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnitees may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, or AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission by AECOM.

See Section 31 for replacement

10. RECORD DRAWINGS Client shall direct the Contractors to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Client as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistent with AECOM's defined Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Contractors and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

11. ELECTRONIC FILES

- 11.1 Electronic files to be delivered under this Agreement contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Client. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, the electronic files delivered under this Agreement are not Contract Documents.
- 11.2 The electronic files were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.
- 11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.
- 11.4 If a third-party license is required to access or use electronic files, Client acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files.

12. CERTIFICATIONS

- 12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.
- 12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) require



AECOM to make a certification that would exceed what may reasonably be expected from firms of similar experience and expertise providing services of a similar nature. In addition, Client agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

- 12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.
- CHANGED SITE CONDITIONS The unexpected discovery of hazardous materials, hazardous 13. wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information reasonably available to AECOM may constitute a changed site condition. To the extent that such changed site condition materially increases the health and safety risks associated with the Services or requires AECOM to perform services materially different or materially in excess from those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions materially impact the cost, level of effort or schedule of the Services, an equitable adjustment shall be made to the Services.
- MATERIALS AND SAMPLES Any items, substances, materials or samples removed from the Project Site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by the Parties in writing. Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.
- COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances. codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").
- FORCE MAJEURE Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

17. INSURANCE

- 17.1 AECOM will maintain the following insurance coverages and amounts:
 - 17.1.1 Workers Compensation insurance as required by Law:



- 17.1.2 Employer's Liability insurance with coverage of \$1,000,000 per each accident/employee;
- 17.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 17.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 17.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

18. INDEMNITY

- 18.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims for loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.
- 18.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that the Contractors are required to provide to Client relating to their work.
- 19. CONSEQUENTIAL DAMAGES WAIVER NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.
- 20. RISK ALLOCATION & RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER EACH TASK ORDER AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$250,000 OR THE ACTUAL PAID COMPENSATION UNDER SUCH TASK ORDER, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

21. DISPUTE RESOLUTION

- 21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the claim.
- 21.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly



involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

A Party's failure to abide by the foregoing dispute resolution procedures prior to that Party's filing of a lawsuit shall result in the dismissal of said lawsuit until the provisions of Articles 21.1 and 21.2 have been met.

22. **GOVERNING LAW**

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the state where the Project is located, (the "State") without giving effect to any laws, rules or provisions of the State that would cause the application of the laws rules or provisions of any jurisdiction other than the State.

TERMINATION 23,

- This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. Upon termination, AECOM will be paid for all Services performed up through the termination date.
- This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

24. ASSIGNMENT AND SUBCONTRACTING

- 24.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconsented-to assignment shall be void ab initio.
- Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies that have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.
- PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties, any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.
- WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such 26. provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.
- SEVERABILITY AND SURVIVAL Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certifications), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Dispute Resolution), 22 (Governing Law), 24 (Assignment and Subconfracting), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be deemed automatically so revised to the limited extent necessary to

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make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

- 28. PREPARATION OF THE AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. The Parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either Party as the drafter of this Agreement.
- 29. SIGNATURES Each Party warrants that the person executing this Agreement has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

30. ORDER OF PRECEDENCE

Executed amendments to this Master Design Engineering Services Agreement Master Design Engineering Services Agreement, Article 31 Master Design Engineering Services Agreement, Articles 1 through 30 and 32 Executed Task Orders
Other contract documents

Client may use its standard business forms (such as purchase orders) to administer any agreement between AECOM and Client, but use of such forms shall be for convenience purposes only, and any handwritten or typed provision in conflict with the terms of this Agreement, including these Terms and Conditions, and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.

31. SPECIAL TERMS & CONDITIONS

The following section is a complete replacement for Section 9.4.

- 9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in ATTACHMENT 1 of the Task Order. Client agrees that said Services, Deliverables, or AECOM Intellectual Property shall not be provided to or relied upon by any third party in connection with any securitized, collateralized, syndicated, consortium, or similar lending arrangement, or with obtaining any other type of funding.
- **32. ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties.

[Signature page follows]

AECOM Imagine it Delivered

Belmont County, Ohio October 6, 2020

AECOM Technical Services, Inc.	CLIENT: Belmont County, Ohio
Signature	Jery Edemann X Shory Signature J. P. DUTTON
Zack Deems, P.E. Printed Name	JERRY ECHEMANN JOSH MEYER Printed Name
Ohio Transportation Business Unit Leader Printed Title	BELMONT Co. CAMMISSIDNERS Printed Title
October 6, 2020 Date	<u> 12 - 2-2020</u> Date
Address: 564 White Pond Drive Akron, Ohio 44320	Address: 101 West Main Street - Courthouse St. Clairsville, Ohio 43950

(End of page)

APPROVED AS TO FORM:

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Upon roll call the vote was as follows:

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

RECESS

Present: Will Eddy, Drafting Technician II. Mr. Eddy reviewed a map of the area. He said this is dedicating what was a private road to a public road. Mr. Eddy, Terry Lively, Belmont County Engineer and the Richland Township Trustees met at the site to view the road. Some drainage issues needed to be taken care of by the owner which was done. Mr. Lively and the Township Trustees approved the dedication.

IN THE MATTER OF FINAL PLAT APPROVAL FOR COUNTRYSIDE DRIVE EXT. #2 (PUBLIC ROAD)

RICHLAND TOWNSHIP, SEC. 3, T-7, R-4

"Hearing Had <u>9:30</u> A.M."

"FINAL PLAT APPROVAL" O.R.C. 711.05

Motion made by Mr. Dutton to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval of the Final Plat for Countryside Drive Ext. #2 (Public Road), Richland Township, Sec. 3, T-7, R-4, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Echemann seconded the motion and upon roll call the vote was as follows:

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

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of <u>December 2, 2020</u>, as recorded in Volume <u>104</u> of the County Commissioners' Journal.

> Bonnie Zuzak /s/ Bonnie Zuzak, Clerk

cc: Engineer

Township F.O.

Health Dept.

RECESS

10:00 Agenda Item: Bid Opening-Belmont County Senior Services Kitchen Upgrade/Remodel with Equipment

Dwayne Pielech, Executive Director, said they had surpassed 1,100 meals. The extra equipment and upgrades will help with the increase and make things more efficient.

IN THE MATTER OF BID OPENING FOR BELMONT COUNTY SENIOR SERVICES

KITCHEN UPGRADE/REMODEL WITH EQUIPMENT

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Senior Services Kitchen Upgrade/Remodel with Equipment, they proceeded to open the following bids:

BID BOND BID AMOUNT NAME Carney & Sloan, Inc. \$59,605.85 X

518 Main Street

Wheeling, WV 26003

Present: Dwayne Pielech, Executive Director

Motion made by Mr. Dutton, seconded by Mr. Meyer to turn over all bids received for Senior Services of Belmont County Kitchen Upgrade/ Remodel with Equipment to Dwayne Pielech, Executive Director for review and recommendation.

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF BID OPENING FOR BELMONT

COUNTY SENIOR SERVICES VEHICLES

This being the day and 10:15 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Senior Services Vehicles, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Thomas Auto	X	2 Hotshot Vehicles \$97,982.00
67791 Mall Road		1 SUV \$28,477.00
St. Clairsville, OH 43950		2 Sedans \$60,930.00
Whitesides	X	2 Sedans No bid
50714 National Road		2 Hotshot Vehicles \$92,594.00
St. Clairsville, OH 43950		1 SUV \$31.974.00

Present: Dwayne Pielech, Executive Director and Tracy McBride, Thomas Auto

Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the following vehicles to Dwayne Pielech, Executive Director, for review and recommendation:

- 1. Two (2) all-wheel drive, four door sedans
- 2. Two (2) four-wheel drive, hotshot vehicles with meal delivery package
- 3. One (1) four-wheel drive SUV

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:57 A.M.

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

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:41 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:41 a.m.

Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there is no business for the board to consider at this time.

RECESS

12:30 Agenda Item: Public View-Road Improvement 1179

Re: Vacation of an unnamed alley, Wheeling Township

IN THE MATTER OF THE VACATION OF

AN UNNAMED ALLEY WHEELING TWP. SEC. 7, T-8, R-4/RD IMP 1179 **Office of County Commissioners Belmont County, Ohio**

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

Petitioned for by <u>freeholders</u> and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 2nd day of December, 2020, at the office of the Commissioners with the following members present:

Mr. Dutton Mr. Echemann Mr. Meyer

Mr. Dutton moved the adoption of the following:

RESOLUTION

WHEREAS, On the 2nd day of December, 2020, 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 9th day of **December**, 2020 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. Echemann seconded the Resolution and the roll being called upon its adoption; the vote resulted as follows:

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

Adopted December 2, 2020

Bonnie Zuzak /s/

Clerk, Board of County Commissioners

Belmont County, Ohio

 [&]quot;Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."
 Strike out the clause from "and feet," if a road is not to be located or established

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Mr. Dutton said there is no further business to come before the board.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:16 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:16 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 9th day of December	<u>er</u> ,2020.
J. P. Dutton /s/	
Jerry Echemann /s/	COUNTY COMMISSIONERS
Josh Meyer – Absent	

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
Donnia Zuzak /a/	CI ERK
Bonnie Zuzak /s/	CLEKK