

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

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

Mr. Dutton said, as an update, the meetings remain open to the public. They are limited to 10 or below attendees, a monitor is in the hallway for viewing.

IN THE MATTER OF COVID-19 UPDATE- Rob Sproul, Deputy Health Commissioner said as of yesterday, 221 tests have been performed on Belmont County residents, eleven of those came back positive. Seven of those eleven have already completed their quarantine. Mr. Sproul said, “ The state is looking at all resources in anticipation, if we would have a medical surge.” He went to East Ohio Regional Hospital (EORH) last week to see if it could be used if necessary. He said there is a lot of value in that building, but any decision is up to state officials. He said the state is also monitoring the number of hospital beds available. He noted there could be a possible surge in the next two weeks. Mr. Sproul said to stay home if you don’t have to go out and limit exposure as much as possible. He noted most of those testing positive traveled outside the county and were infected elsewhere. The hospitals are taking precautions and are doing their due diligence, said Mr. Sproul. He said the hospitals are in contact with each other and if one has an issue the others can help out. Mr. Dutton said the board has also reached out to the Governor’s office regarding EORH. He thinks it’s important to local residents to know these conversations are happening.

Mr. Dutton said not much has changed from last week in terms of county operations. The public is requested to make an appointment if they need to conduct business with a department. There has been a tremendous drop off in the amount of visits to the county buildings, but those services are still being provided in other ways. There have been some additional staff reductions. The Water and Sewer District may be doing a few staff reductions temporarily and will remain available for services to be provided.

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 \$830,436.29

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. Meyer to approve the following transfers within fund for the following funds:

Y91 EMPLOYERS SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Fund	\$164.92

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS FOR MARCH & APRIL 2020

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for Hospitalization Chargebacks for March & April 2020.

From:	To:		
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	9,137.60
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	20,788.28
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	49,628.53
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	12,449.86
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	3,312.26
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,656.13
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	4,968.39
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091-Y01.500	3,312.26
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	1,256.54
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	8,966.69
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	628.27
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	0.00

April 1, 2020

E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	1,135.14
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	11,193.32
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	157,792.01
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	188,679.26
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	16,827.19
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,256.54
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	0.00
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	60,992.76
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	19,074.38
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	4,305.94
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	109,136.07
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	10,394.14
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	3,312.26
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	3,312.26
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,312.26
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	32,780.78
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,256.54
	WATER DEPARTMENT		
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	68,935.36
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	20,147.98
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	13,623.36
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	496.84
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	264.98
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	3,643.48
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	2,874.82
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	688.74
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	3,909.76
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	648.78
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	662.46
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	622.50
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	8,015.66
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	0.00
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	298.10
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	149.06
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	1,256.54
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	4,568.80
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	6,624.52

TOTALS 878,297.40

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS
FOR HSA CHARGEBACKS/APRIL 2020**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for HSA Chargebacks for April 2020.

HSA CHARGEBACKS

MONTHLY CHARGEBACKS

From:

To:

NUMBER	ACCOUNT	NUMBER	AMOUNT
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y12.500	60.70
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y12.500	60.70
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y12.500	60.70
TOTALS			182.10

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 April 1, 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 March 18, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING REVISION TO THE BELMONT COUNTY PERSONNEL POLICY MANUAL SECTION 6.11 FAMILY AND MEDICAL LEAVE

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve a revision to the Belmont County Personnel Policy Manual Section 6.11 FAMILY AND MEDICAL LEAVE.

- In Section 6.11, add SECTION 6.11A, FAMILIES FIRST CORONAVIRUS RESPONSE ACT POLICY, FAMILY AND MEDICAL LEAVE EXPANSION AND EMERGENCY SICK LEAVE. This policy will be effective from April 1, 2020 through December 31, 2020.

**BELMONT COUNTY BOARD OF COMMISSIONERS
PERSONNEL POLICY MANUAL**

FAMILIES FIRST CORONAVIRUS RESPONSE ACT POLICY	SECTION 6.11A
FAMILY AND MEDICAL LEAVE EXPANSION AND EMERGENCY SICK LEAVE	Page 1 of 6

The following section will cease to have effect as of 01/01/2021.

**FAMILIES FIRST CORONAVIRUS RESPONSE ACT POLICY
FAMILY AND MEDICAL LEAVE EXPANSION AND EMERGENCY SICK LEAVE**

Effective April 1, 2020, and ending on December 31, 2020, employees will be entitled to the limited use, expanded leave in the following manner:

I. Family and Medical Leave Expansion- "Public Health Emergency Leave"

The Employer's Family and Medical Leave Policy is hereby amended to include eligible employees who, because of a qualifying need related to a public health emergency, have need to avail themselves of "Public Health Emergency Leave," as defined below.

Traditional Family and Medical Leave will remain available to all employees otherwise entitled to such leave, unpaid and under existing Employer policy, and its provisions are only changed herein insofar as the application of the new "Public Health Emergency Leave" benefit described herein.

- A. An eligible employee is entitled to take up to twelve (12) weeks of Family and Medical Leave, provided the employee has not utilized such Leave prior to the need for Public Health Emergency Leave, and such leave is for a qualifying need related to the COVID-19/ Coronavirus public health emergency. An employee becomes eligible for public health emergency leave after being employed for at least thirty (30) calendar days by the Employer with respect to whom leave is requested
- B. Public Health Emergency leave will only be for a qualifying need related to a public health emergency. The only qualifying need related to a public health emergency recognized by this policy is for an employee who is unable to work (or telework) due to a need for leave to care for the son or daughter under eighteen (18) years of age of such employee if the school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to a public health emergency.
- C. Public Health Emergency Leave will consist of unpaid leave for the first ten (10) days a qualified employee takes public health emergency leave. An employee may elect to substitute any accrued vacation leave, personal leave, or medical or sick leave for unpaid leave during the first ten (10) days of public health emergency leave.

After the first ten (10) days of public health leave, an Employer shall provide paid leave for each day of public health emergency leave remaining of the employee's overall FMLA entitlement that an employee takes after taking leave under such section for ten (10) days.

The amount of pay that an eligible full-time employee may receive, as provided in the previous paragraph, will be calculated based on an amount that is not less than two-thirds (2/3) of an employee's regular rate of pay; and the number of hours the employee would otherwise be normally scheduled to work

- D. For part-time employees or employees with varying schedules, and to the an extent that an Employer is unable to determine with certainty the number of hours the employee would have worked if such employee had not taken public health emergency leave or other leave, the Employer shall use the following in place of such number:

a number equal to the average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes such leave, including hours for which the employee took leave of any type.

Also, if the employee did not work over such period, the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work.

- E. Regardless of whether the employee is full-time, part-time, seasonal, or otherwise, in no event shall any pay in this policy for public health emergency leave exceed \$200 per day and \$10,000 in the aggregate.

- F. In any case where an employee has the necessity for public health emergency leave and the need is foreseeable, an employee shall provide the Employer with such notice of leave as soon as is practicable. The Employer will provide a form for such request that the employee must fill and return to the Employer as soon as is practicable. A failure to provide practicable notice may result in the employee being absent without approved leave.

G. **Special Rule for Health Care Providers and Emergency Responders**

An Employer of an employee who is a health care provider or an emergency responder may elect to exclude such employee from the application of the provisions in the amendments made under of section 3102 of this Act.

The Employer has not elected, pursuant to the Family and Medical Leave Expansion Act to exclude health care providers and emergency responders from the application of the new public health emergency leave.

- H. Under the Family and Medical Leave Expansion Act, the requirements that an Employer to restore an employee who returns from FMLA leave to his or her position or an equivalent one do not apply to Employers with fewer than 25 employees if certain conditions are met:

- i. the employee takes public health emergency leave;
- ii. the employee's position no longer exists due to economic conditions or other changes in the Employer's operating conditions that affect employment and are caused by the COVID-19/Coronavirus emergency;
- iii. the Employer makes reasonable efforts to restore the employee to an equivalent position; **and**
- iv. if the Employer cannot restore the employee to an equivalent position, the Employer makes reasonable efforts to contact the employee if an equivalent position becomes available during the "contact period." The "contact period" is one year from either (a) the date public health emergency leave ends, or (b) the date that is 12 weeks after public health emergency leave starts, whichever is earlier.

II. **Definitions**

- A. "Child care provider" means a provider who receives compensation for providing child care services on a regular basis.
- B. "Eligible Employee" means an employee who has been employed for at least 30 calendar days by the Employer with respect to whom leave is requested.
- C. "Health Care Provider" and "Emergency Responder" includes, but is not limited to an employee engaged by the Employer to function as a Physician, Public Health Nurse, Registered Nurse, Licensed Practical Nurse, Sanitarian (including those in training), Health Agency staff and employees who has as his/her job duties the requirement to provide and/or directly support the provision of health care services for an Employer, Sworn Police Officer, Sheriff's Deputy, Township Constable, Firefighter, Firefighter/EMT, Firefighter/Paramedic, Dispatcher, Communications Officer, Corrections Officer, Jailer, ambulance service provider, or any employee who has as his/her job duties the requirement to provide and/or directly support the provision of law enforcement, public safety, emergency response services, rescue workers, and ambulance service providers, or any other classification of employee not designated above who is included in the term emergency responder through federal regulation. Additionally, pursuant to Public Law 116-127, emergency responder includes any other classifications or types employees performing duties that the Department of Labor Secretary deems appropriate to fit under this category through guidance or rules provided subsequent or concurrent to the adoption of this policy.
- D. "Employer" means any public sector agency or any private sector entity with fewer than five hundred employees.
- E. "Public Health Emergency" means an emergency with respect to COVID-19 declared by a Federal, State, or local authority.
- F. "Public Health Emergency Leave" means a particular type of Family and Medical Leave that is in part unpaid and paid that qualified employees may utilize in response to the COVID-19/Coronavirus pandemic.
- G. "Qualifying need related to a public health emergency" means that, for the purposes of the Family and Medical Leave Expansion Act, the employee is unable to work (or telework) due to a need for leave to care for the son or daughter under 18 years of age of such employee if the school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to a public health emergency.
- H. "School" means an elementary school or secondary school as such terms are defined in section 8101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7801).

III. **EMERGENCY PAID SICK LEAVE ACT LEAVE**

- A. The Employer's Sick Leave Policy is hereby amended to include Emergency Paid Sick Leave to eligible employees who are unable to work or telework, due to a need for leave because

- (1) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
- (2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- (3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- (4) The employee is caring for an individual who is subject to an order as described in subparagraph (1) or has been advised as described in paragraph (2).
- (5) The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.
- (6) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

There is an exception that an Employer of an employee who is a health care provider or an emergency responder may elect to exclude such employees from the application of this subsection regarding Emergency Paid Sick Leave. The definition for emergency responder can be found in the definitions section above in Section II(C).

The Employer has not elected, pursuant to the Emergency Paid Sick Leave Act to exclude health care providers and emergency responders from the application of the new public health emergency leave.

- B. An employee shall be entitled to emergency paid sick leave for 80 hours for full-time employees. For part-time employees, the employee will be entitled to a number of hours equal to the number of hours that such employee works, on average, over a 2-week period. The paid sick leave under this policy shall be available for immediate use by the employee for the purposes described in this policy, regardless of how long the employee has been employed by an employer. Emergency paid sick leave under this policy will be in addition to any accrued sick leave already accrued by an employee, and the use of emergency paid sick leave will not be deducted from an employee's existing sick leave accrual.

- C. Emergency paid sick leave will be calculated for full-time employees based upon the number of hours the employee would otherwise be normally scheduled to work for full-time employees at the employee's regular rate of pay, the minimum wage found in the FLSA, or the minimum wage of the State of Ohio, at whichever rate is greater of the three rates.

For part-time employees or employees with varying schedules, and to the an extent that an employer is unable to determine with certainty the number of hours the employee would have worked if such employee had not taken public health emergency leave or other leave, the Employer

shall use the following in place of such number:

a number equal to the average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes such leave, including hours for which the employee took leave of any type.

Also, if the employee did not work over such period, the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work.

D. With respect to any emergency paid sick leave provided for any use described in III(A)(4),(5), or (6) referenced above in this policy, the employee's required compensation under this subparagraph shall be two-thirds of the amount described in Section II(C.) of this policy.

Additionally, regardless of the employee's full or part-time status, in no event shall such paid sick time exceed—

- i. \$511 per day and \$5,110 in the aggregate for a use described in III(A)(1),(2), or (3) as referenced above regarding qualifying reasons for emergency sick leave; and
- ii. \$200 per day and \$2,000 in the aggregate for a use described in III(A)(4),(5), or (6) as referenced above regarding qualifying reasons for emergency sick leave.

E. An employee may first use the paid sick leave provided under this policy for the purposes described in this policy, and an Employer may not require an employee to use other paid leave provided by the Employer to the employee before the employee uses the emergency paid sick leave under this policy for the purposes specified above.

F. Paid sick leave provided to an employee under this policy shall cease beginning with the employee's next scheduled shift immediately following the termination of the need for paid sick leave under this policy.

G. Any employee requesting such leave provided in this section shall provide notice to the Employer as soon as is practicable that the employee requires the need for leave. The Employer will provide a form for the employee to complete designating the request for leave, and the type of leave to be requested. A failure to provide practicable notice may result in the employee being absent without approved leave.

H. An Employer may not require, as a condition of providing Emergency Paid Sick Leave under this policy, that the employee involved search for or find a replacement employee to cover the hours during which the employee is using paid sick leave. Paid sick leave under this policy

I. Paid sick leave under this section shall not carry over from 1 year to the next.

J. After the first workday (or portion thereof) an employee receives paid sick leave under this Act, an Employer may require the employee to follow reasonable notice procedures in order to continue receiving such paid sick leave.

K. Each Employer shall post and keep posted, in conspicuous places on the premises of the Employer where notices to employees are customarily posted, a notice, to be prepared or approved by the Secretary of Labor, of the requirements described in this Act.

Original Adoption Date: April 1, 2020 Revision Date: _____

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING HAYGEN MOWDER

AS FULL-TIME RN/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hiring of Haygen Mowder as full-time Registered Nurse at the Belmont County Jail, effective April 6, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENT TO BELMONT-HARRISON

JUVENILE DISTRICT BOARD OF TRUSTEES

Motion made by Mr. Dutton, seconded by Mr. Echemann to reappoint Mr. Dirk Fitch to the Belmont-Harrison Juvenile District Board of Trustees for a five-year term, effective March 31, 2020 through March 30, 2025, based upon the approval and recommendation of Judge Albert Davies, Belmont County Juvenile Court pursuant to O.R.C. 2152.44.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AMENDING MOTION OF FEBRUARY 19, 2020,

FROM BEARCOM FOR CORRECTED AMOUNT

Motion made by Mr. Dutton, seconded by Mr. Echemann to amend the motion of February 19, 2020, approving the proposal from Bearcom for the outfitting of four (4) Ford Police Sport Utility Vehicles for the Belmont County Sheriff's office, for the corrected amount of \$72,330.60.

Upon roll call the vote was as follows:

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

Mr. Dutton said Sheriff Lucas is updating their fleet and the board is working with the Sheriff's Department to replace older vehicles with high mileage. The savings on the above motion is approximately \$2,000.

IN THE MATTER OF APPROVING THE SPECIALIZED TRANSPORTATION

PROGRAM 2020 GRANT PROGRAM YEAR SUBAWARD GRANT AGREEMENT

BETWEEN ODOT AND SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the Specialized Transportation Program 2020 Grant Program Year Subaward Grant Agreement between Ohio Department of Transportation and Senior Services of Belmont County in the amount of \$67,796.00.

Note: This grant is for one modified minivan with a ramp and one accessible van with a lift, both with the capacity for 2 wheelchairs or scooters.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PURCHASE OF ONE (1) 2021 CHEVY SILVERADO/EMA

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase of one (1) 2021 Chevrolet Silverado 3500HD Crew Cab, from Whiteside of St. Clairsville, OH, for a total cost of \$49,771.00 for the Belmont County Emergency Management Agency, based upon the recommendation of Director Dave Ivan. This vehicle will be purchased with settlement money received from XTO Energy, Inc., for the incident at the Schnegg B Well Pad in February 2018.

Note: This will be an additional vehicle for use by the Deputy Director.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH OHIO-WEST VIRGINIA EXCAVATING COMPANY FOR ENGINEER'S PROJECT 19-6

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract with Ohio-West Virginia Excavating Company in the amount of \$154,267.00 for the Belmont County Engineer's Project 19-6 BEL-CR102-17.77 (PW#273) SLIDE REPAIR (Mt. Olivet Road), based upon the recommendation of Belmont County Engineer Terry Lively.

Note: This project is 75% federally funded and 25% state funded.

**CONTRACT WITH BELMONT COUNTY COMMISSIONER
BELMONT COUNTY ENGINEER'S
PROJECT #19-6: BEL-CR102-17.77 (PW#273) SLIDE REPAIR**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 1st day of April, 2020 between **OHIO - WEST VIRGINIA EXCAVATING CO.**, P.O. Box 128, Powhatan Point, OH 43942 and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **OHIO - WEST VIRGINIA EXCAVATING CO.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to repair the roadway slide and pavement damage areas along CR102 (Mt. Olivet Road) and all related Work described by the Contract Documents.

All Work for BEL-CR102-17.77 shall be completed by June 30, 2020.

Contractor and Subcontractor shall pay the prevailing rate of wages as required under Chapter 4115, Ohio Revised Code, and comply with all other bidder specifications.

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2019, and shall be under the direction of the County Engineer.

PROJECT #19-6: BEL-CR102-17.77 (PW#273) SLIDE REPAIR

PROJECT #19-6 TOTAL = \$154,267.00

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **OHIO - WEST VIRGINIA EXCAVATING CO.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/
Jerry Echemann /s/
Josh Meyer /s/

OHIO - WEST VIRGINIA EXCAVATING CO.

By: Kevin L. Winkler /s/
Kevin L. Winkler
Print/Type Signature

BEL-CR102-17.77 (PW#273) MT. OLIVETT ROAD SLIDE REPAIR

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
780 FT	STEEL PILE HP12x53, FURNISHED, APP	\$30.00	\$23,400.00
546 FT	DRILLED SHAFTS, 24" DIAMETER, INTO & ABOVE BEDROCK, APP	\$60.00	\$32,760.00
100 EACH	CONCRETE MISC.: 8" x 24" x 57" PRECAST CONCRETE LAGGING	\$170.00	\$17,000.00
19 CY	CLASS QC1 CONCRETE, FOOTING, APP	\$350.00	\$6,650.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$15,000.00	\$15,000.00
88 CY	POROUS BACKFILL, WITH GEOTEXTILE FABRIC	\$112.00	\$9,856.00
69 CY	EXCAVATION	\$29.00	\$2,001.00
24 CY	EMBANKMENT	\$60.00	\$1,440.00
67 CY	AGGREGATE BASE	\$90.00	\$6,030.00
223 SY	SUBGRADE COMPACTION	\$5.00	\$1,115.00
163 FT	FULL DEPTH PAVEMENT SAWING	\$5.00	\$815.00
19 CY	ASPHALT CONCRETE BASE, PG64-22 (301)	\$275.00	\$5,225.00
13 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22 (448)	\$470.00	\$6,110.00
25 GAL	TACK COAT (407)	\$5.00	\$125.00
19 CY	TRAFFIC COMPACTED SURFACE, TYPE A OR B, APP	\$120.00	\$2,280.00
100 FT	GUARDRAIL, TYPE MGS W/STEEL POSTS, APP	\$50.00	\$5,000.00

April 1, 2020

2 EACH	ANCHOR ASSEMBLY, MGS TYPE E (MASH 2016 COMPLIANT)	\$2,700.00	\$5,400.00
0.06 MILE	EDGE LINE, 4" (642)	\$12,000.00	\$720.00
0.03 MILE	CENTER LINE (642)	\$28,000.00	\$840.00
1,000 EACH	EROSION CONTROL	\$1.00	\$1,000.00
LUMP SUM	MAINTAINING TRAFFIC	\$3,500.00	\$3,500.00
LUMP SUM	MOBILIZATION	\$8,000.00	\$8,000.00
	BEL-CR102-17.77 TOTAL		\$154,267.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AMENDMENT & RATIFICATION OF THE OIL & GAS LEASE WITH ASCENT RESOURCES-UTICA, LLC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the Amendment and Ratification of the Oil and Gas lease dated April 17, 2019, with Ascent Resources-Utica, LLC, to modify the description for parcel number 30-00041.000.

Note: There is no change to acreage amount.

AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE

THIS AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE (this "Amendment"), effective as of April 17, 2019 (the "Effective Date"), by and between The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice-President, and Josh Meyer as Commissioner, whose address is 101 West Main Street, St. Clairsville, OH 43950 ("Lessor") and Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company, whose mailing address is P.O. Box 13678, Oklahoma City, OK 73113 ("Lessee") (the aforementioned parties being referred to herein as a "Party" and collectively as the "Parties").

RECITALS:

WHEREAS, The Belmont County Board of Commissioners, by Josh Meyer as President, Jerry Echemann as Vice-President, and J.P. Dutton as Commissioner, and Ascent Resources – Utica, LLC, an Oklahoma Limited Liability Company, entered into that certain Oil and Gas Lease dated April 17, 2019, and recorded in the lease book land records of Belmont County, Ohio, at Book 835 and Page 69 on April 26, 2019, (the "Oil and Gas Lease"), covering the oil and gas interests in certain lands in the Townships of Colerain and Richland, County of Belmont, State of Ohio, as more particularly described therein; and

WHEREAS, Lessor and Lessee for their mutual benefit, desire to amend and modify the Oil and Gas Lease, as provided for herein, in order to facilitate the formation of drilling units upon the Leased Premises and other lands.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereto agree as follows:

I. AMENDMENT TO THE OIL AND GAS LEASE

a. Legal Description.

The full and complete legal description of the Leased Premises, as amended, is attached hereto as Exhibit "A."

II. MISCELLANEOUS

a. Effect.

Lessor and Lessee each hereby ratify and confirm the Lease and all of its terms and provisions to the full extent of Lessor's right, title and interest in and to the oil, gas and other minerals on or underlying the Leased Premises, and Lessor does hereby grant, lease and let the Leased Premises unto Lessee, and each acknowledge and agree that, except as herein specifically modified, the Oil and Gas Lease remains unmodified and in full force and effect, except that reference to "this Lease" or "this Oil and Gas Lease" or words of similar import in the Oil and Gas Lease or in this Amendment shall mean the Oil and Gas Lease as modified, revised and supplemented hereby.

b. Further Assurances.

At any time and from time to time, Lessor agrees to promptly and duly execute and deliver any and all such further instruments, endorsements, agreements, consents, affidavits, ratifications, assignments and other documents (including, without limitation, driveway permits), make such necessary filings, give such notices, and take such further action as may reasonably be deemed necessary or convenient to carry out the provisions of this Amendment and the Oil and Gas Lease.

c. Counterparts.

This Amendment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

d. Entire Agreement.

This Amendment (including Exhibit "A" hereto) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, superseding all prior and/or contemporaneous negotiations, discussions, agreements and understandings, whether written or oral, relating to such subject matter.

e. Defined Terms.

Any capitalized terms that are not defined herein shall have the meaning given to such terms in the Oil and Gas Lease.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the date set forth in the appropriate acknowledgment below, to be effective, however, as of the Effective Date.

LESSOR:

The Belmont County Board of Commissioners

By: J. P. Dutton /s/

Name: J.P. Dutton, President

By: Jerry Echemann /s/

Name: Jerry Echemann, Vice-President

By: Josh Meyer /s/

Name: Josh Meyer, Commissioner

Upon roll call the vote was as follows:

LESSEE:

Ascent Resources – Utica, LLC
an Oklahoma limited liability company

By: _____

Name: Kade R. Smith

Title: Attorney-in-Fact

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

IN THE MATTER OF ENTERING INTO EMERGENCY MEDICAL SERVICE CONTRACTS WITH VARIOUS PROVIDERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into Emergency Medical Service Contracts, pursuant to ORC 307.05, with the following twenty-one providers for a one-year term beginning April 9, 2020. The following shall provide emergency medical services to the residents of Belmont County within their general jurisdiction and locale, and for services rendered shall be paid by the County the sum of \$6,800.00 each:

- Barnesville Fire & EMS
- Barton Volunteer Fire Department
- Beallsville Emergency Medical Service
- Belmont Volunteer Fire Department
- Bethesda Volunteer Fire Department
- Bridgeport Volunteer Fire Department
- Brookside Volunteer Fire Department
- Colerain Volunteer Fire Company
- The Flushing Volunteer Fire Department, Inc.
- Holloway Volunteer Fire Department
- Lafferty Volunteer Fire Department, Inc.
- Martins Ferry Fire & Emergency Squad
- The Neff Volunteer Fire Department
- OR&W Fire District (Shadyside and Mead Twp.)
- Powhatan Emergency Squad
- The Smith Township Volunteer Fire Company
- Somerton Volunteer Fire Company
- The Spirit of '76 Volunteer Fire Department
- Sunset Heights Volunteer Fire Department
- Wolfhurst Central Volunteer Fire Department
- Yorkville Volunteer Fire Department

EMERGENCY MEDICAL SERVICES CONTRACT

This contract is made and entered into this 9th day of April, 2020, by and between the Belmont County Board of Commissioners, hereinafter referred to as the County, and the see above list, hereinafter referred to as the Provider, who is a county, township, municipal corporation, non-profit corporation, joint emergency medical services district or fire and ambulance district located within the State of Ohio.

WHEREAS, pursuant to ORC 307.05, the Board of County Commissioners may enter into a contract with one or more entities to furnish or obtain emergency medical services for the residents of Belmont County, Ohio;

NOW, THEREFORE, IT IS HEREIN AGREED by and between the parties as follows:

- 1) The Provider is an emergency medical service organization as defined in ORC 4765.01(H).
- 2) The Provider is not a public agency or non-profit corporation that receives more than half of its operating funds from governmental entities with the intention of directly competing with the operation of other ambulance service organizations, non-emergency patient transport services, or emergency medical service organizations in the county.
- 3) The Provider is an independent operator working and operating under its own direction and control and using its own facilities, equipment, and personnel, and is in no manner controlled by the County.
- 4) The Provider shall furnish emergency medical services to the residents of Belmont County within their general jurisdiction and locale.
- 5) The Provider shall receive a single payment of \$6,800.00 from the County for the provision of emergency medical services to the residents of Belmont County within its general jurisdiction during the contract period.
- 6) The Provider shall, throughout the duration of this contract, maintain coverage through the Ohio Bureau of Workers' Compensation and shall submit a current certificate of BWC coverage to the County upon the execution of this contract.
- 7) The Provider shall keep in effect, at its sole expense, automobile insurance and commercial general liability insurance for bodily injury and property damage arising out of this contract. The Provider shall carry liability limits not less than \$1,000,000 per occurrence and will name the County as an additional insured. The Provider shall submit proof of coverage to the County upon the execution of this contract.
- 8) The Provider shall indemnify and hold harmless the County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Provider, any person directly or indirectly employed by the Provider or any person for whose acts they may be liable. The Provider further agrees to defend the County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way connected with this contract.

This contract shall be in full force and effect from the date of signing for one year unless sooner terminated by the terms hereof.

**BOARD OF COUNTY COMMISSIONERS
BELMONT COUNTY, OHIO**

SEE ABOVE LIST OF ENTITIES

J. P. Dutton /s/

J.P. Dutton

Jerry Echemann /s/

Jerry Echemann

Josh Meyer /s/

Josh Meyer

APPROVED AS TO FORM:

By: David K. Liberati /s/

Title: David K. Liberati, Belmont County

Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO EMERGENCY MEDICAL SERVICE CONTRACT WITH CUMBERLAND TRAIL FIRE DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into Emergency Medical Service Contract, pursuant to ORC 307.05, with Cumberland Trail Fire District for a one-year term beginning April 9, 2020. Cumberland Trail Fire District shall provide emergency

medical services to the residents of Belmont County within their general jurisdiction and locale, and for services rendered shall be paid by the County the sum of \$7,500.00.

EMERGENCY MEDICAL SERVICES CONTRACT

This contract is made and entered into this 9th day of April, 2020, by and between the Board of County Commissioners, Belmont County, Ohio, hereinafter referred to as "County", and Cumberland Trail Fire District, hereinafter referred to as "Provider".

WHEREAS, PURSUANT TO ORC 307.05, Board of County Commissioners may enter into a contract with one or more entities to furnish or obtain emergency medical services for the residents of Belmont County, Ohio;

NOW, THEREFORE, IT IS HEREIN AGREED by and between the parties as follows:

- (1) The Provider is an emergency medical service organization as defined in ORC 4765.01(H).
- (2) The Provider is not a public agency or non-profit corporation that receives more than half of its operating funds from governmental entities with the intention of directly competing with the operation of other ambulance service organizations, non-emergency patient transport services, or emergency medical service organizations in the county.
- (3) The Provider is an independent operator working and operating under its own direction and control and using its own facilities, equipment, and personnel, and is in no manner controlled by the County.
- (4) The Provider shall furnish emergency medical services to the residents of Belmont County within its general jurisdiction and locale.
- (5) The Provider shall provide emergency medical services and non-emergency transport services to inmates of the Belmont County Jail.
- (6) The Provider shall receive as a base payment from County the sum of \$7,500.00. This payment shall cover 100% of the cost of providing emergency medical services to the residents of Belmont County, Ohio, and 50 total responses (emergency and non-emergency transports) to the Belmont County Jail. In the event that Provider is required to respond to more than 50 calls to the Belmont County Jail during the contract period, Provider shall bill County, and County shall pay for such service at the then established Medicaid rate.
- (7) The Provider shall, throughout the duration of this contract maintain coverage through the Ohio Bureau of Workers' Compensation and shall submit a current certificate of BWC coverage to the County upon the execution of this contract.
- (8) The Provider shall keep in effect, at its sole expense, automobile insurance and commercial general liability insurance for bodily injury and property damage arising out of this contract. The Provider shall carry liability limits not less than \$1,000,000 per occurrence and will name the County as an additional insured. The Provider shall submit proof of coverage to the County upon the execution of this contract.
- (9) The Provider shall indemnify and hold harmless the County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Provider, any person directly or indirectly employed by the Provider or any person for whose acts they may be liable. The Provider further agrees to defend the County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way connected with this contract.

This contract shall be in full force and effect from the date of signing for one (1) year.

BOARD OF COUNTY COMMISSIONERS	CUMBERLAND TRAIL FIRE DISTRICT
BELMONT COUNTY, OHIO	

J. P. Dutton /s/

J.P. Dutton

Jerry Echemann /s/

Jerry Echemann

Josh Meyer /s/

Josh Meyer

APPROVED AS TO FORM:

By: David K. Liberati /s/

Title: David K. Liberati, Belmont County
Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

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

Mr. Dutton said the difference between Cumberland Trail and the other departments is their service to the Belmont County Jail which at times could be taxing depending on the jail population and the medical needs of the inmates. He said the contracts are being renewed at the same amount and it is not possible to increase it at this time. Mr. Dutton noted this is not a required funding. He said the county budgets over the past few years have been reduced across the board including the Commissioners' office which took a 12% cut this year.

IN THE MATTER OF APPROVING THE AMENDED MASTER SERVICES AGREEMENT WITH PAYMENTUS CORP./WATER & SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the amended Master Services agreement with Paymentus Corporation, on behalf of Belmont County Water & Sewer District, to include additional payment types and corresponding Paymentus Service Fees.

Note: This amendment is adding a card reader to the Water & Sewer District office. The original agreement was approved on August 22, 2018.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING ONE-YEAR RENEWAL OF PREVENTATIVE MAINTENANCE AGREEMENT WITH LIMBACH/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the one-year renewal of Preventative Maintenance Agreement #SPM30235 for the Automated Logic Controls Quarterly Inspection with Limbach in the amount of \$5,812.00 for the Belmont County Jail.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING PROCLAMATION DESIGNATING APRIL AS CHILD ABUSE PREVENTION MONTH

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the proclamation designating April as Child Abuse Prevention Month.

***Proclamation
Recognizing
"CHILD ABUSE PREVENTION MONTH"***

April 1, 2020

WHEREAS, Belmont County recognizes each April as Child Abuse Prevention Month; and
WHEREAS, regardless of who they are or the circumstances of their birth, every child has the right to safe, secure and supportive environments, free from abuse and neglect; and
WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

WHEREAS, we must work together to increase awareness about child abuse and continue to dedicate to raise children in a safe, secure and loving environment where they can thrive and learn to be responsible citizens; and

WHEREAS, through strengthening the family and community, Belmont County residents are making positive differences in the lives of our children that will ultimately result in a brighter future for our county; and

WHEREAS, effective child abuse prevention strategies succeed because of the meaningful connections and partnerships created between children services, education, health, community and faith-based organizations, businesses and law enforcement agencies; and

WHEREAS, The Belmont County Board of Commissioners and the Belmont County Department of Job and Family Services support and promote the partnership between the State of Ohio, county and local, public and private agencies and our community to prevent child abuse and neglect; and

WHEREAS, Belmont County residents celebrate children, this county's GREATEST resource and the community leaders of tomorrow.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Belmont County Commissioners that they do hereby designate APRIL 2020 as "CHILD ABUSE PREVENTION MONTH" throughout the County of Belmont.
Adopted this 1st day of April, 2020.

BELMONT COUNTY COMMISSIONERS

J.P. Dutton /s/

Jerry Echemann /s/

Josh Meyer /s/

Upon roll call the vote was as follows:

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

Present: Mike Schlanz, Department of Job and Family Services Interim Director and Christine Parker, Department of Job and Family Services Children Services Administrator. Mr. Schlanz thanked Ms. Parker and her staff for what they do and said they do an outstanding job. Ms. Parker said they still have workers in their office. They are still accepting calls regarding abuse and neglect. When someone goes to a home they try to meet someone outside to talk to them, but if they have to they do enter the home and take all precautions necessary. She said they have 30 foster homes and hopes to add more in the next few months. In 2019 they had over 1,300 calls which resulted in 523 investigations. She added half of the calls received are due to neglect. Ms. Parker said they do receive some state funding they can use to help families with certain situations such as help with utilities, exterminations and dumpsters for cleaning up. Mr. Dutton said this a stressful position to begin with, but even more so now. He said there are some functions that can't stop due to the pandemic and this is one of them. Mr. Dutton said the board will continue to work with them to make sure the services aren't interrupted and children's lives are protected.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:05 A.M

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:14 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:14 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 one motion to consider.

**RESOLUTION APPROVING TO PLACE EMPLOYEES OF THE
BOARD OF BELMONT COUNTY COMMISSIONERS ON PAID
ADMINISTRATIVE LEAVE DURING THE COVID-19 PANDEMIC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following resolution:

WHEREAS, Governor DeWine has declared a state of emergency in Ohio to protect the well-being of Ohioans from the dangerous effects of COVID-19, and the Director of the Ohio Department of Health is limiting gatherings to prevent the spread of COVID-19; and

WHEREAS, Ohio Revised Code Chapter 124.388, provides the Board as an appointing authority, may in its discretion place an employee on administrative leave with pay where the health and safety of an employee or of any person or property entrusted to the employee's care could be adversely affected.

NOW, THEREFORE, BE IT RESOLVED the Board of County Commissioners have approved paid administrative leave for hours not worked due to COVID-19 to complete the employee's regular scheduled hours, not to exceed April 30, 2020, for the following:

- Eastern & Northern Division Court Clerks, effective March 16, 2020.
- Western Division Court Clerk, effective March 23, 2020.
- Eastern & Northern Division Court Deputy Clerks, effective March 16, 2020.
- Western Division Court Deputy Clerks, effective March 23, 2020.
- Belmont County Senior Services employees, effective March 11, 2020.
- Belmont County Water & Sewer District employees, effective March 24, 2020.
- Belmont County Animal Shelter Kelsey Cecil, part-time kennel staff, effective April 1, 2020.

April 1, 2020

- Board of Commissioners' Assistant Clerks, effective April 6, 2020.

Upon roll call the vote was as follows:

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

RECESS

Reconvened Friday, April 3, 2020 at 2:57 p.m. Present: Commissioners Dutton, Echemann and Meyer.

Mr. Dutton said this is a continuation of the meeting of April 1, 2020. There is one added motion for the board to consider.

IN THE MATTER OF APPROVING PROPOSAL FROM LEPI ENTERPRISES, INC/DIVISIONAL COURTS BUILDING

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the proposal from Lepi Enterprises, Inc., in the amount of \$7,125.00 for removal and proper disposal of asbestos containing floor tile and mastic from the Divisional Courts Building located at 52160 National Road East, St. Clairsville, Ohio, based upon the recommendation of Jack Regis, Facilities Manager.

Upon roll call the vote was as follows:

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

Mr. Dutton noted this was a recent discovery at the building. The meeting was left open due to the upcoming executive session and any action that may be needed due to COVID-19. Work will begin on Monday.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 2:58 P.M

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 4:40 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 4:40 p.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 sessions there are no motions for the board to consider at this time.

April 1, 2020

April 1, 2020

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 4:40 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 4:40 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 15th day of April, 2020.

J. P. Dutton /s/ _____

Jerry Echemann /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

We, J. P. Dutton and Jaclynn Smolenak, President and Assistant 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.

PRESIDENT

J. P. Dutton /s/ _____

Jaclynn Smolenak /s/ _____ ASSISTANT CLERK