

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

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

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

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

IN THE TOTAL AMOUNT OF \$1,769,360.90

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

G50 LODGING EXCISE TAX

FROM	TO	AMOUNT
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G10.000 Colerain Twp	\$16.91
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G12.000 Village of Barnesville	\$3.38

S77 COMM-BASED CORRECTIONS ACT GRANT

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$2,097.38

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the February 10, 2021 meeting:

A00 GENERAL FUND

E-0057-A006-F06.011	Veterinary Services	\$1,204.00
E-0057-A006-F08.000	Other Expenses	\$690.00

B00 GENERAL FUND

E-1600-B000-B07.000	Veterinary Services	\$1,035.00
E-1600-B000-B11.000	Other Expenses	\$2,301.01

G50 LODGING EXCISE TAX

E-1910-G050-G01.000	Convention and Visitors Bureau	\$25,301.83
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M60 CARE AND CUSTODY/JUVENILE COURT

E-0400-M060-M25.002	Salaries C-CAP	\$34,088.15
E-0400-M060-M26.003	PERS C-CAP	\$5,000.00
E-0400-M060-M84.008	Insurances Diversion	\$1,000.00

P65 LMI HOUSING TRUST FUND-BELOMAR

E-1765-P065-P10.000	Grant Expenses	\$3,988.50
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S12 PORT AUTHORITY

E-9799-S012-S07.000	Professional Services	\$66,132.21
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T11 BEL.CO COMMISSIONERS C.D.B.G.

E-9702-T011-T01.000	Grant	\$12,510.00
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W80 PROSECUTORS-VICTIM ASSISTANCE

E-1511-W080-P07.006	Hospitalization	\$3,520.92
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Y41 INDIGENT APPLICATION FEES

E-9841-Y041-Y01.000	Remit To State	\$255.60
E-9841-Y041-Y02.000	Remit To County	\$1,022.40

Upon roll call the vote was as follows:

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

IN THE MATTER OF REQUEST FOR CERTIFICATION
OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Echemann, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies.
B00 DOG AND KENNEL FUND-\$3,336.01 deposited into R-1600-B000-B08.500 balance available as of 1/31/2021 (*Donations paid in on various dates in January 2021*).

GENERAL FUND/ANIMAL SHELTER-\$420.00 deposited into R-0057-A006.A02.500 on 1/22/2021 (*Specified donations paid in on various dates in January*). **\$270.00** deposited into R-0057-A006.A03.500 on 1/31/2021 (*Adoption fees paid in on various dates in January 2021*).

GENERAL FUND/REIMBURSEMENT FRO CAT STRAY SHUN-\$1,204.00 deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 1/29/2021 (*Money was received from Belmont County Cat Shun for the reimbursement of December 2020 New Horizon Animal Hospital and Barnesville Vet Services vet bills*).

G50 LODGING EXCISE TAX-\$25,304.83 deposited into R-1910-G050-G01.500 on various dates in January and February 2021.

P65 LMI HOUSING TRUST FUND-BELOMAR-\$3,988.50 deposited into R-1765-P065-P01.501 on 1/26/2021.

T11 GRANT MONIES-\$12,510.00 deposited into R-9720-T011-T01.501 on 2/1/2021.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated February 10, 2021, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 3, 2020.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY REQUEST NUMBER 10 (THROUGH 1/31/2021)
FROM COLAIANNI CONSTRUCTION, INC./DIVISIONAL COURT RENOVATION PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Pay Request Number 10 (through 1/31/2021) from Colaianni Construction, Inc., in the amount of \$369,331.04 for the Belmont County Divisional Court Renovation project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SUBGRANT AWARD AGREEMENT
FOR SHERIFF’S COVID-19 SUPPLEMENTAL FUNDING**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commissioner J. P. Dutton to execute the Subgrant Award Agreement for the Belmont County Sheriff’s *COVID-19 Supplemental Funding* as follows:

Subgrant Number: 2020-CE-LEF-2225
Award Period: 03/01/20 – 01/31/21
Award Amount: \$ 14,338.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH WASHINGTON
COUNTY BOARD OF COMMISSIONERS FOR HOUSING OF PRISONERS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a contract with the Washington County Board of Commissioners for the housing of Belmont County prisoners at a rate of \$68.00 per day, effective April 1, 2021 to March 31, 2022, based upon the recommendation of Sheriff Dave Lucas.

CONTRACT FOR HOUSING PRISIONERS
In the
WASHINGTON COUNY JAIL

WHEREAS, this contract is made this 10th day of FEBRUARY, 2021, by and between the Board of County Commissioners of Washington County, Ohio hereafter referred to as "County", the Sheriff of Washington County, hereinafter referred to as "Sheriff", and the BELMONT COUNTY hereafter referred to as "Contractor".
COMMISSIONERS

WHEREAS, Contractor wants to use the Washington County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who serving a jail sentence after conviction.

WHEREAS, This agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and contractor for the term hereinafter set forth.

WITHESETH:

In consideration of the mutual covenants herein made, each of he parties agree as follows:

1. The County shall receive, keep, board and safely maintain in the Washington County Jail following persons:
 - a. All persons arrested by BELMONT COUNTY for violations of state criminal statues until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Washington County for purposes of compensation under this contract.
 - b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in paragraphs 4 through 9 below.
 - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as prisoners in this contact.
2. The cost to be paid to the County by the Contractor shall be the amount of sixty eight dollars (\$68.00) per day for each person incarcerated in the Washington County Jail under paragraph 1.
3. Prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
4. The County may reject and refuse to receive and prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Washington County Jail, or having received any prisoner thereafter.

5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.
6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges, and prescription costs.
7. Contractor shall transport and provide security anytime a prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
8. Contractor shall bear the expense of the burial of a prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.
9. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
10. The Washington County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Washington County Sheriff, 205 Putnam Street, Marietta, Ohio 45750 within (30) days of the date of the statement. The Washington County Sheriff may refuse to accept prisoners if timely payment is not made.
11. Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at anytime in the future may be in force at the Washington County Commissioners, Common Pleas and Probate- Juvenile Judges, and the department of Rehabilitation and Corrections.
12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To the end, Contractor specifically agrees to furnish to the Sheriff, through the Washington County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Washington county Jail, Contractor shall update the information as any change becomes known. The County agrees that the Washington County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the County. In situations where no working telephone number is provides, Contractor shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Jail when such notification has been given to the victim and/or protected persons, and shall furnish the date and time of day said notification has been made. Contractor acknowledges that failure to comply with these notifications terms will result in the refusal by the County to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

- 13. This agreement may be terminated by either party during its term, by giving the other party ninety (90) days written notice.
- 14. This agreement shall be effective as of April 1, 2021, and terminated March 31, 2022.
- 15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This agreement entered into in behalf of the BELMONT COUNTY COMMISSIONERS pursuant to Resolution Number N/A passed FEB. 10, 2021.

Any alteration of contract shall result in the contract being null and void.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

[Signature]
Commissioner
[Signature]
Commissioner
[Signature]
Commissioner

[Signature]
Witness
[Signature]
Sheriff

Washington County Commissioners

Witness

Keven J. Ritter, President

Ben Cowdery, Clerk

Charlie L. Schilling

James W. Booth

Approved as to form

Larry R. Minks, Sr., Sheriff

Nicole T. Coil, Prosecuting Attorney

APPROVED AS TO FORM:
[Signature]
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING ESTIMATE FROM ERB ELECTRIC COMPANY/ANNEX III

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve estimate #10114 from ERB Electric Company in the amount of \$16,971.74 to provide and install all necessary equipment for four (4) master stations for answering and releasing of mag locks to allow entry at Annex III.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM DIGITAL

DATA COMMUNICATIONS, INC/JUSTICE AND OFFICE COMPLEX

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Quote Number 1056 from Digital Data Communications, Inc., in the amount of \$48,751.52 for standard equipment needed for networking at the Belmont County Justice and Office Complex.

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR LICENSE FOR JEREMY & SHANNON CALLARIK

Motion made by Mr. Echemann, seconded by Mr. Meyer to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a D5 liquor license, Permit No. 1179788, from Debra & Gregory Suto, DBA Casey’s Family Restaurant, 72100 Colerain SR250, Colerain Township, Bridgeport, Ohio 43912 to Jeremy & Shannon Callarik at above address. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING THE BID AND ENTERING INTO CONTRACT FOR BELMONT COUNTY WATER AND SEWER DISTRICT SEWER PROJECTS

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid and enter into contract for the following Belmont County Water and Sewer District sewer projects, based upon the recommendation of Vaughn Coast and Vaughn, Inc. and ADR and Associates, Ltd., Project Engineers:

- Fox Shannon Wastewater Treatment Plant Improvements-Border Patrol, LLC \$8,158,622.00

- Wastewater Transmission System Upgrade-JR Contracting, LLC \$549,980.00
- Summerhill Pump Station Improvements-Ohio West Virginia Excavating-\$649,836.00
- Ohio Valley Mall Sewage Lift Station Replacement-Border Patrol, LLC \$729,181.05



NOTICE OF AWARD

Date of Issuance: 2-10-2021

Owner:	Belmont County Commission	Owner's Contract No.:
Engineer:	Vaughn, Coast & Vaughn, Inc.	Engineer's Project No.: 13038
Project:	Fox Shannon Wastewater Treatment Plant Improvements	Contract Name:
Bidder:	Border Patrol, LLC	

Bidder's Address: 86120 Water Works Road, Hopedale, OH 43976

TO BIDDER:

You are notified that Owner has accepted your Bid dated December 23, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Belmont County Commission Belmont County Water& Sewer District Fox Shannon Wastewater Treatment Plant Improvements.

The Contract Price of the awarded Contract is: \$ 8,158,622.00

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

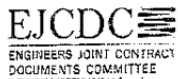
Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature		
By: <u>V. J. Eickmann</u>	<u>X [Signature]</u>	<u>X [Signature]</u>
Title: <u>PRESIDENT</u>	<u>VICE-PRES</u>	<u>MEMBER</u>

Copy: Engineer



NOTICE OF AWARD

Date of Issuance: 2-10-2021

Owner:	Belmont County Commission	Owner's Contract No.:	2
Engineer:	Vaughn, Coast & Vaughn, Inc.	Engineer's Project No.:	13038
Project:	Wastewater Transmission System Upgrade	Contract Name:	

Bidder: JR Contracting, LLC

Bidder's Address: 499 Carlton Drive, Bentleyville, PA 15314

TO BIDDER:

You are notified that Owner has accepted your Bid dated December 23, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Belmont County Commission Belmont County Water & Sewer District Contract No. 2 -Wastewater Transmission System Upgrade

The Contract Price of the awarded Contract is: \$ 549,980.00

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By: Vern Eckman

Title: PRESIDENT

VICE-PRES.

X O P S A -
MEMBER

Copy: Engineer

NOTICE OF AWARD

Date of Issuance: 2-10-2021

Owner: Belmont County Commissioners

Owner's Contract No.:

Engineer: ADR & Associates, Ltd

Engineer's Project No.: 290403

Project: Summerhill Pump Station
Replacement

Contract Name:

Bidder: Ohio West Virginia Excavating Co.

Bidder's Address: P.O. Box 128, Powhatan
Point, Ohio 43942

TO BIDDER:

You are notified that Owner has accepted your Bid dated December 23, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Summerhill Pump Station Replacement.

The Contract Price of the awarded Contract is: Six hundred forty nine thousand eight hundred thirty six dollars, \$ 649,836.00

[4] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents, if requested by the awarded contractor.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [4] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and Insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By: Jerome Echemann X [Signature] X OPCA
Title: PRESIDENT VICE PRES. MEMBER

Copy: Engineer



NOTICE OF AWARD

Date of Issuance: 2-10-2021

Owner:	Belmont County Commission	Owner's Contract No.:	
Engineer:	Vaughn, Coast & Vaughn, Inc.	Engineer's Project No.:	17077
Project:	Ohio Valley Mall Sewage Lift Station Replacement	Contract Name:	
Bidder:	Border Patrol, LLC		

Bidder's Address: 86120 Water Works Road, Hopedale, OH 43976

TO BIDDER:

You are notified that Owner has accepted your Bid dated December 23, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:
Ohio Valley Mall Sewage Lift Station Replacement.

The Contract Price of the awarded Contract is: \$ 729,181.05

- ☐ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.
- ☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature		
By: X Jerry Echemann	X [Signature]	X NPDA
Title: PRESIDENT	VICE-PRES	MEMBER
Copy: Engineer		

Upon roll call the vote was as follows:

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

AGREEMENT WITH THE OHIO VALLEY MALL COMPANY/WATER AND SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Access and Utility Easement agreement with the Ohio Valley Mall Company for the Belmont County Water and Sewer District, by and through the Belmont County Board of Commissioners, for pedestrian and vehicle ingress and egress to construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, enlarge, restore or remove a sanitary sewer lift station and sewer lines.

SANITARY SEWER LIFT STATION EASEMENT

KNOW ALL MEN BY THESE PRESENTS;

That in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OHIO VALLEY MALL COMPANY, a limited partnership duly organized and existing under the laws of the State of Ohio, and having offices at 5577 Youngstown-Warren Road, Niles, Ohio 44446 (hereinafter referred to as “Grantor”) does hereby grant, bargain, sell, transfer and convey unto BELMONT COUNTY WATER AND SEWER DISTRICT, by and through the Belmont County Board of Commissioners, and its successors and assigns (hereinafter referred to as “Grantee”), the following:

A. Sanitary Sewer Lift Station Easement

Subject to the provisions of Section C below, an exclusive easement for the benefit of Grantee, and its respective agents, employees, contractors and other invitees: (a) for pedestrian and vehicle ingress and egress, and (b) to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, enlarge, restore or remove a sanitary sewer lift station and sewer lines (the “System”) all at Grantee’s sole cost and expense, in accordance with Grantee’s specifications.

The installation, size, type of fittings, manholes, pump(s), lift station and all other components of the System must be approved by Ohio EPA prior to construction, Grantee acknowledges and agrees that it is solely responsible to operate, maintain, repair and restore the System in accordance with all applicable local, state and federal laws, rules, codes and regulations. Grantee further acknowledges and agrees that the sanitary sewer lift station portion of the System will be located on Parcel 1 of Grantor’s land situated in the Township of Richland, County of Belmont, State of Ohio, as more fully described on Exhibit “A” and illustrated on Exhibit “A-1” each of which are attached hereto.

Grantee covenants and agrees that Grantee (or any successor governmental entity performing the same functions as Grantee) will use Parcel 1 solely to operate the System and that any other use of Parcel 1 will be strictly prohibited.

Grantor acknowledges and agrees that ownership of the System is vested in Grantee, its successors and assigns. Grantee will promptly relocate the System when and as required by Grantor, at Grantor’s sole cost and expense.

B. Access and Utility Easement

Subject to the provisions of Section C below, a nonexclusive easement for the benefit of Grantee, and its respective agents, employees, contractors and other invitees: (a) for pedestrian and vehicles ingress and egress, and (b) to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, enlarge, restore or remove, as per Grantee’s specifications and at Grantee’s sole cost and expense, one or more utility lines over, across and through Parcel 2 of Grantor’s land situated in the Township of Richland, County of Belmont, State of Ohio, as more fully described on Exhibit “B” and illustrated on Exhibit “B-1” each of which are attached hereto.

C. Miscellaneous

Grantor and Grantee acknowledge and agree that the Sanitary Sewer Lift Station Easement granted by Grantor to Grantee in Section A above and the Access and Utility Easement granted by Grantor to Grantee in Section B above shall be perpetual unless and until Grantee (or any successor governmental entity performing the same functions as Grantee) ceases operating a sanitary sewer lift station on Parcel 1, which will automatically cause said easements to be permanently extinguished and of no further force or effect as of the ninetieth day following the day on which Grantee (or any successor governmental entity performing the same functions as Grantee) ceased operating a sanitary sewer lift station on Parcel 1.

Prior to the easements being permanently extinguished as set forth in the previous paragraph, Grantee covenants and agrees that Grantee (or any successor governmental entity performing the same functions as Grantee) will restore Parcels 1 and 2 to conditions that are, in Grantor’s reasonable opinion, the same or better than the conditions of Parcels 1 and 2 prior to the construction of the System, and all of such restoration work must comply with all applicable local, state and federal laws, rules, codes and regulations.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be signed and made effective as of the 10th day of February, 2021.

GRANTOR: OHIO VALLEY MALL COMPANY

By: Anthony M. Cafaro, Jr. /s/
Anthony M. Cafaro, Jr., Authorized Agent

By: Robert L. Mackall, III /s/
Robert L. Mackall, III, Authorized Agent

GRANTEE: BELMONT COUNTY WATER AND SEWER DISTRICT by and through the Belmont County Board of Commissioners

By: Jerry Echemann /s/
Jerry Echemann, President

By: Josh Meyer /s/
Josh Meyer, Vice-President

By: J. P. Dutton /s/
J. P. Dutton, Commissioner

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AGREEMENT WITH JR CONTRACTING, LLC, GRANTING PERMISSION TO UTILIZE PARKING LOT AT FORMER HABILITATION CENTER/FORCE MAIN PROJECT

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into agreement between the County Commissioners of Belmont County, Ohio (County) and JR Contracting, LLC, (Contractor) granting permission to Contractor to utilize the parking lot of the former Habilitation Center located at 68401 Hammond Rd. St. Clairsville, Ohio to temporarily stage and store stone used on the force main project, and no other project, and for parking for its equipment and employees, and no others.

AGREEMENT

This AGREEMENT entered into this 10th day of February, 2021 between the County Commissioners of Belmont County, Ohio (County) and JR Contracting, LLC (Contractor),

WITNESSETH:

Whereas, County and Contractor have entered into a contract whereby Contractor is performing installation of force mains in county’s water system; and

Whereas, Contractor has requested the use of a parking lot owned by County for staging stone and parking of vehicles, and County believes it would be in its best interest to allow said use;

Now, Therefore, in consideration of the mutual covenants and conditions set forth herein, County and Contractor agree as follows:

- Contractor is granted permission to utilize the parking lot of the former Habilitation Center located at 68401 Hammond Rd. St. Clairsville, Ohio to temporarily stage and store stone used on the force main project, and no other project, and for parking for its equipment and employees, and no others.
- Before utilizing the property for the purposes set forth above, contractor shall provide County with proof of insurance in such amounts and with such companies satisfactory to County.

3. Contractor agrees to indemnify and defend and save County harmless against any claims, damages, losses, or injuries to person or property resulting from Contractor’s use of the premises during the term of this agreement. Such indemnification and defense shall extend to County, its elected officials, employees, and agents.
4. This Agreement shall commence on the date this agreement is signed, and shall extend through and including the last day of work by Contractor on the force main project in the area of the Habilitation Center, but in any event no later than June 30, 2021.

Executed this 10th day of February, 2021.

JR CONTRACTING, LLC

Clem Ferri /s/
Clem Ferri, President

2-4-2021
Date

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/
Commissioner Jerry Echemann

2-10-2021
Date

Josh Meyer /s/
Commissioner Josh Meyer

2-10-2021
Date

J. P. Dutton /s/
Commissioner J. P. Dutton

2-10-2021
Date

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-

Frank Shaffer, Pultney Township Trustee, said the Issue 1 Integrating Committee met last week and Belmont County received funding in the amount of approximately \$2 million for four projects. Two of those projects are for area townships. Mr. Dutton said, “I think honestly, we were the only county in the region that had four projects.” Mr. Meyer said in conjunction with the water and sewer projects there is a lot going on in the county.

Jim Morrison, Otto Road, gave an update on the water project in his area which he has been working on it for twenty-nine years. He said it got approved with a lot of help from others and should be completed mid-May.

RECESS

Rob Sproul, Deputy Health Commissioner

Re: COVID-19 Update

Mr. Sproul reported there have been 5,129 positive cases, 4,501 recoveries, 478 are in isolation, 58 are hospitalized and 92 deaths. Mr. Sproul said the numbers have been decreasing. A walk-up clinic will be held inside on Thursday. He said, “We’re going to move it inside. When the weather is better we’ll move back to the drive-through. The public seemed to like that.” They will be giving the second dose to individuals in the morning and the first dose will be given in the afternoon. Mr. Sproul said they are having a difficult time with scheduling the vaccine. Individuals that are registered with them have already received the vaccine somewhere else and don’t call to let the Health Department know so they can be removed from the list. No shows also complicate things. About 7,000 individuals wanting the vaccine are registered with the Health Department. They are still working on the age range of 70 and above even though the state has expanded the range of eligibility to 65. Mr. Sproul said local school staff will be receiving the vaccine at the end of the month. Mr. Dutton thanked Mr. Sproul and his staff for a well-run operation. Mr. Dutton participated in an online meeting with the Governor and Lt. Governor last Friday, specifically about vaccine rollout. Mr. Dutton said the Governor made it clear every decision they are making is based on the fact there is not enough supply of vaccine. Mr. Meyer asked the public to be as patient as possible. The employees of the Health Department are doing the very best they can and are working very diligently, but some things are out of their control.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:15 A.M

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

Upon roll call the vote was as follows:

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

Deb Butler, Head Nurse, Belmont County Jail, was present for a portion of executive session. She exited executive session at 10:45 a.m.

Mr. Echemann stepped out of executive session before adjournment.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:15 P.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 12:15 p.m.

Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there are no decisions to be made at this time.

Reconvened at 2:46 p.m. Present: Commissioners Echemann and Dutton. Absent: Commissioner Meyer

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:47 P.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton to adjourn the meeting at 2:47 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 17th day of February, 2021.

Jerry Echemann /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

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

Jerry Echemann /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK