

St. Clairsville, Ohio

January 27, 2021

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 \$5,606,062.87**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

FROM	TO	AMOUNT
E-0111-A001-E09.003 PERS	E-0111-A001-E02.002 Salaries-Employees	\$196,056.24
E-0111-A001-E09.003 PERS	E-0111-A001-E04.010 Supplies	\$6,000.00
E-0111-A001-E09.003 PERS	E-0111-A001-E08.000 Allowance (FOJ)	\$72,801.00
E-0111-A001-E09.003 PERS	E-0111-A001-E13.012 Matrix	\$23,598.50
E-0131-A006-A02.002 Admin-Salaries	E-0131-A006-A15.000 Unemployment	\$2,386.00
E-0160-A009-D07.003 PERS	E-0160-A009-D05.000 Grave Markers	\$12,020.54
E-0160-A009-D07.003 PERS	E-0160-A009-D09.000 Outreach	\$70,000.00
E-0160-A009-D07.003 PERS	E-0160-A009-D10.007 Unemployment	\$15,000.00
E-0160-A009-D07.003 PERS	E-0160-A009-D12.000 Utilities	\$30,000.00
E-0160-A009-D07.003 PERS	E-0160-A009-D13.000 Supplies	\$40,000.00
E-0160-A009-D07.003 PERS	E-0160-A009-D14.000 Veterans Bldg. Maint.	\$157,575.27
E-0161-A009-C01.001 Salary-Officials	E-0161-A009-C06.000 Relief Allowance	\$180,864.98
E-0161-A009-C01.001 Salary-Officials	E-0161-A009-C07.000 Travel	\$55,000.00
E-0161-A009-C01.001 Salary-Officials	E-0161-A009-C08.000 Other Expenses	\$55,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**T71 FEMA FUNDS AND K00 M.V.G.T. FUND/ENGINEER**

FROM	TO	AMOUNT
E-9713-T071-T08.074 Transfers Out	R-2810-K000-K20.574 Transfers In	\$8,282.10

**T71 FEMA FUNDS AND N03 FEMA PROJECTS/ENGINEER**

FROM	TO	AMOUNT
E-9713-T071-T08.074 Transfers Out	R-9003-N003-N06.574 Transfers In	\$8,269.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR**  
**VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS**

Motion made by Mr. Echemann, seconded by Mr. Meyer 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 January 27, 2021:

***CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION***

**A00 General Fund**

E-0181-A003-A02.000	Poll Worker Salaries	\$258.00
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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 following meeting dates:

**\*\*JANUARY 04, 2021\*\***

**N03 FEMA PROJECTS/ENGINEER**

E-9003-N003-N03.055	FEMA Projects	\$784,588.53
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**T71 FEMA FUNDS/ENGINEER**

E-9713-T071-T08.074	Transfers Out DR4360	\$16,551.10
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**\*\*JANAURY 20, 2021\*\***

**S78 GEN. FUND SUPPLEMENTAL EQUIPMENT FUND/RECORDERS**

E-1210-S078-S08.011	Contract Services	\$2,796.30
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**\*\*JANUARY 27, 2021\*\***

**A00 GENERAL FUND**

E-0051-A001-A51.000	Oil & Gas	\$7,873.20
E-0181-A003-A06.011	Contract Services	\$923.19

**E10 911 FUND**

E-2200-E010-E07.000	Other Expenses	\$2,174.70
<b><u>E11 9-1-1 WIRELESS</u></b>		
E-2301-E011-E01.011	Contract Services	\$6,501.79
<b><u>K00 M.V.G.T. FUND/ENGINEER</u></b>		
E-2811-K000-K11.002	Salaries	\$43,752.33
E-2812-K000-K13.012	Equipment	\$8,282.10
E-2812-K000-K15.011	Contract-Services	\$3,627.67
E-2812-K000-K16.013	Contract-Projects	\$8,833.54
E-2813-K000-K26.000	Materials	\$111,741.59
<b><u>L01 SOIL CONSERVATION/BSWCD</u></b>		
E-1810-L001-L01.002	Salaries	\$10,353.00
E-1810-L001-L03.012	Equipment	\$5,000.00
E-1810-L001-L13.005	Medicare	\$10,000.00
<b><u>N03 FEMA PROJECTS/ENGINEER</u></b>		
E-9003-N003-N03.055	FEMA DR4360 Projects	\$8,269.00
<b><u>N45 ROADWAY IMPROVEMENTS/ENGINEER</u></b>		
E-9045-N045-N50.055	FEMA Projects	\$323,462.06
<b><u>O39 BOND RETIR/BRIDGE-RETAINING WALL/ENGINEER</u></b>		
E-9218-O039-O07.000	Issuance Cost	\$11,085.00
E-9218-O039-O08.000	Underwriter’s Discount	\$4,789.00
<b><u>S12 PORT AUTHORITY</u></b>		
E-9799-S012-S07.000	Professional Services	\$1,500.00
<b><u>S30 OAKVIEW JUVENILE REHABILITATION</u></b>		
E-8010-S030-S40.000	Grant Holding Account	\$62,215.55
E-8010-S030-S51.002	Salaries	\$126,000.00
E-8010-S030-S53.000	Medical	\$2,700.00
E-8010-S030-S55.010	Supplies	\$453.32
E-8010-S030-S56.000	Motor Vehicles	\$590.00
E-8010-S030-S57.000	Travel & Staff Development	\$299.00
E-8010-S030-S58.000	Communications	\$7,300.00
E-8010-S030-S60.000	Maintenance & Repair	\$6,600.00
E-8010-S030-S63.000	General	\$11,500.00
E-8010-S030-S66.003	PERS	\$7,200.00
E-8010-S030-S67.004	Workers Comp	\$23,593.16
E-8010-S030-S68.006	Hospitalization	\$79,000.00
E-8010-S030-S70.005	Medicare	\$800.00
E-8010-S030-S71.000	Education/Recreation	\$1,000.00
<b><u>W80 PROSECUTORS/VICTIM ASSIST.</u></b>		
E-1511-W080-P01.002	Salary	\$4,010.87
E-1511-W080-P02.010	Supplies	\$250.00
E-1511-W080-P03.000	Travel	\$28.00
E-1511-W080-P04.000	Other	\$132.00
E-1511-W080-P05.003	PERS	\$600.00
E-1511-W080-P06.004	Workers Comp	\$424.52
E-1511-W080-P07.006	Hospitalization	\$135.00
E-1511-W080-P08.005	Medicare	\$100.00
E-1511-W080-P15.000	Rent	\$261.35
<b><u>Y01 UND. AUTO TAX</u></b>		
E-9801-Y001-Y01.000	Und. Auto Tax	\$286,002.50
E-9801-Y001-Y03.000	Township-Permissive Tax	\$58,049.54
E-9801-Y001-Y05.000	Pease Township	\$2,611.67
E-9801-Y001-Y06.000	Goshen Township	\$1,277.87
E-9801-Y001-Y07.000	Warren Township	\$2,030.73
E-9801-Y001-Y08.000	Pultney Township	\$2,916.60
E-9801-Y001-Y09.000	Flushing Township	\$400.65
E-9801-Y001-Y10.000	Colerain Township	\$1,193.41
E-9801-Y001-Y11.000	Kirkwood Township	\$126.11
E-9801-Y001-Y12.000	Mead Township	\$1,089.62
E-9801-Y001-Y13.000	Richland Township	\$1,884.35
E-9801-Y001-Y14.000	Smith Township	\$306.32
E-9801-Y001-Y15.000	Somerset Township	\$361.77
E-9801-Y001-Y16.000	Union Township	\$562.96
E-9801-Y001-Y17.000	Washington Township	\$120.12
E-9801-Y001-Y18.000	Wayne Township	\$238.67
E-9801-Y001-Y19.000	Wheeling Township	\$420.38
E-9801-Y001-Y20.000	York Township	\$201.25

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR 2020**  
**WORKERS’ COMPENSATION TRUE-UP FINAL PAYMENT CHARGEBACKS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for 2020 Workers’ Compensation True-Up Final Payment Chargebacks.

<b>2020 WORKERS' COMPENSATION TRUE-UP FINAL PAYMENT</b>			
<b>ACCOUNT NAME</b>	<b>TRANSFER FROM</b>	<b>TRANSFER TO</b>	<b>2020</b>

	ACCOUNT NUMBER	ACCOUNT NUMBER	WC FEB. PYMT
<u>GENERAL FUND</u>	FROM	TO	0.00052259188
PUBLIC EMPLOYER EMERG. ORGANIZATOIN	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$5.02
UNDIVIDED ESTATE TAXT	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$1.26
GENERAL FUND	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$6,245.47
TOTAL GENERAL FUND			\$6,251.75
<b>OTHER AGENCIES</b>			
DOG AND KENNEL	E-1600-B000-B09.004	R-9899-Y089-Y04.574	\$75.89
PUBLIC ASSISTANCE	E-2510-H000-H13.004	R-9899-Y089-Y04.574	\$2,276.89
FLOOD GRANT-PD FROM WIA	E-2600-H005-H11.000	R-9899-Y089-Y04.574	\$98.28
C.S.E.A.	E-2760-H010-H08.004	R-9899-Y089-Y04.574	\$315.26
REAL ESTATE ASSESSMENT	E-1310-J000-J05.004	R-9899-Y089-Y04.574	\$177.35
M.V.G.T. K-1 & K-2	E-2811-K000-K09.004	R-9899-Y089-Y04.574	\$142.27
M.V.G.T. K-11	E-2812-K000-K22.004	R-9899-Y089-Y04.574	\$643.28
M.V.G.T. K-25	E-2813-K000-K35.004	R-9899-Y089-Y04.574	\$214.37
SOIL CONSERVATION	E-1810-L001-L12.004	R-9899-Y089-Y04.574	\$50.14
WATER SHED COORDINATOR-SOIL	E-1815-L005-L12.004	R-9899-Y089-Y04.574	\$13.47
PORT AUTHORITY	E-9799-S012-S09.004	R-9899-Y089-Y04.574	\$67.81
DISTRICT DETENTION HOME	E-0910-S033-S45.004	R-9899-Y089-Y04.574	\$499.03
MENTAL HEALTH	E-2310-S049-S61.004	R-9899-Y089-Y04.574	\$177.39
BCBDD-MAIN FUND	E-2410-S066-S77.004	R-9899-Y089-Y04.574	\$1,720.24
BELMONT COUNTY SENIOR PROGRAM	E-5005-S070-S03.004	R-9899-Y089-Y04.574	\$893.86
CERTIFICATE OF TITLE	E-6010-S079-S09.004	R-9899-Y089-Y04.574	\$132.74
MEDIATION SERVICES-COMMON PLEAS	E-1544-S054-S03.004	R-9899-Y089-Y04.574	\$13.23
TARGETED COM ALTERN TO PRISON	E-1545-S055-S02.002	R-9899-Y089-Y04.574	\$41.13
PROBATION SERVICE GRANT	E-1546-S056-S04.001	R-9899-Y089-Y04.574	\$26.49
NORTHERN COURT-SPECIAL	E-1561-S086-S04.004	R-9899-Y089-Y04.574	\$28.56
EASTERN COURT-SPECIAL	E-1571-S087-S04.004	R-9899-Y089-Y04.574	\$23.01
WESTERN COURT-SPECIAL	E-1551-S088-S04.004	R-9899-Y089-Y04.574	\$29.55
JUVENILE COURT-GEN SPECIAL PROJECT	E-1589-S096-S09.000	R-9899-Y089-Y04.574	\$5.91
OAKVIEW JUVENILE REHABILITATION	E-8010-S030-S67.004	R-9899-Y089-Y04.574	\$396.51
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9899-Y089-Y04.574	\$15.95
CORRECTIONS ACT GRANT-COMMON PLEAS	E-1520-S077-S05.004	R-9899-Y089-Y04.574	\$34.17
W.I.C. PROGRAM	E-4110-T075-T52.008	R-9899-Y089-Y04.574	\$101.22
LAW LIBRARY RESOURCES FUND	E-9720-W020-W04.004	R-9899-Y089-Y04.574	\$3.28
PROSECUTOR'S VICTIM PROGRAM	E-1511-W080-P06.004	R-9899-Y089-Y04.574	\$25.23
DRETAC-PROSECUTOR	E-1510-W081-P06.004	R-9899-Y089-Y04.574	\$28.55
DRETAC-TREASURER	E-1410-W082-T06.004	R-9899-Y089-Y04.574	\$18.14
WATER DEPARTMENT			
WWS#3 REVENUE	E-3702-P005-P30.004	R-9899-Y089-Y04.574	\$764.34
SSD #2 REVENUE	E-3705-PO53-P14.004	R-9899-Y089-Y04.574	\$175.27
JUVENILE COURT GRANTS			
ALTERNATIVE SCHOOL	E-0400-M067-M03.004	R-9899-Y089-Y04.574	\$25.27
CARE AND CUSTODY-YSSP	E-0400-M060-M28.004	R-9899-Y089-Y04.574	\$ 54.84
DIVERSION	E-0400-M060-M83.004	R-9899-Y089-Y04.574	\$26.70
WORKERS' COMPENSATION	E-0400-M064-M03.004	R-9899-Y089-Y04.574	\$49.05
TITLE IV-E REIMB	E-0400-M078-M02.008	R-9899-Y089-Y04.574	\$89.71
COUNTY HEALTH			

COUNTY HEALTH	E-2210-E001-E11.004	R-9899-Y089-Y04.574	\$93.78
TRAILER PARKS	E-2211-F069-F02.002	R-9899-Y089-Y04.574	\$3.49
HOME SEWAGE TREATMENT SYSTEMS	E-2227-F074-F06.000	R-9899-Y089-Y04.574	\$32.78
VITAL STATISTICS	E-2213-F075-F02.003	R-9899-Y089-Y04.574	\$17.48
REPRODUCTIVE HEALTH	E-2215-F077-F01.002	R-9899-Y089-Y04.574	\$19.75
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9899-Y089-Y04.574	\$29.72
PREP	E-2230-F082-F01.002	R-9899-Y089-Y04.574	\$3.83
PHEP	E-2231-F083-F01.002	R-9899-Y089-Y04.574	\$22.35
NURSING PROGRAM	E-2232-F084-F02.008	R-9899-Y089-Y04.574	\$25.83
CHILD & FAMILY HEALTH SERVICE	E-2233-F085-F01.002	R-9899-Y089-Y04.574	\$35.05
GET VACCINATED	E-2236-F088-F01.002	R-9899-Y089-Y04.574	\$5.54
INTEGRATED NALOXONE ACCESS/INFRAST	E-2237-F089-F01.002	R-9899-Y089-Y04.574	\$12.57
FOOD SERVICE	E-2218-G000-G06.003	R-9899-Y089-Y04.574	\$47.89
WATER SYSTEM FUND	E-2219-N050-N04.002	R-9899-Y089-Y04.574	\$3.63
SWIMMING POOLS AND SPAS	E-2220-P070-P01.002	R-9899-Y089-Y04.574	\$2.18
TRANSFER TO:	R-9899-Y089-Y04.574	GRAND TOTAL	\$16,082.00
		WORKERS' COMP.	
PUBLIC WORKS RELIEF EMPLOYEES (P.W.R.E.)	E-2510-H000-H08.004	R-9899-Y089-Y04.574	\$369.00
TRANSFER TO:	R-9899-Y089-Y04.574		\$16,451.00

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.

**OIL & GAS RECEIPTS JANUARY/GENERAL FUND-\$7,873.20** deposited into R-0050-A000-A02.500 on dates below-

01/04/2021	\$708.12
01/04/2021	\$559.39
01/04/2021	\$36.53
01/04/2021	\$187.08
01/04/2021	\$4,304.89
01/06/2021	\$1,294.61
01/06/2021	\$681.75
01/12/2021	\$103.83
<b>TOTAL</b>	<b>\$7,873.20</b>

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 January 27, 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 GRANTING PERMISSION  
FOR COUNTY EMPLOYEES TO TRAVEL**

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

**DJFS-Jennifer Fietz to Dayton, OH, on January 28-29, 2021, to attend an adoption hearing. Estimated expenses: \$384.00.**

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 January 20, 2020.

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 ACCEPTING THE BELMONT COUNTY PROSECUTING ATTORNEY’S FURTHERANCE OF JUSTICE ANNUAL REPORT FOR 2020**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the Belmont County Prosecuting Attorney’s Furtherance of Justice annual report for the year 2020 in accordance with O.R.C. Section 325.12.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF A RESOLUTION AUTHORIZING THE FILING OF THE PY2020-2021 ODOT TRANSPORTATION ALTERNATIVE PROGRAM FUNDS FOR PROPOSED RENOVATIONS OF THE BELMONT COUNTY COURTHOUSE PLAZA**

Motion made by Commissioner Echemann, seconded by Commissioner Meyer to adopt the following:  
The following is a Resolution enacted by the Board of County Commissioners of Belmont County, Ohio, hereinafter referred to as the Local Public Agency (LPA) in the proposed project.

RESOLUTION

WHEREAS, the United States Congress has set aside monies for Transportation Alternative projects through the State of Ohio, Department of Transportation; and  
WHEREAS, LPA’s can apply for these monies and be selected for funding by the State of Ohio, Department of Transportation; and  
WHEREAS, the Belmont County Courthouse Plaza Renovation Project is a transportation activity eligible to receive federal funding; and  
WHEREAS, if requested funds are granted, the Belmont County Commissioners shall be responsible for at least five percent (5%) of the construction cost, and for one hundred percent (100%) of all other costs associated with architecture/engineering plans, environmental studies and documentation, right-of-way plans, right-of-way acquisition and environmental remediation, as well as any ineligible costs, if necessary.  
NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners, Belmont County, Ohio, that:  
Section One: The President of the Commission of said LPA is hereby empowered on behalf of the LPA to prepare and execute an application for Transportation Alternative Program funds for the stated described project and to submit same to the State of Ohio, Department of Transportation.  
Section Two: The total construction cost of the project is estimated to be \$445,533 of which the LPA, if award, commits to pay at least five percent (5%) of the construction costs estimated to be \$22,277. The local portion shall be funded by the LPA. The LPA further agrees to pay one hundred percent (100%) of the construction cost over and above the maximum amount provided by the State of Ohio, Department of Transportation and for all costs associated with design, environmental and right-of-way activities.  
Section Three: Upon completion of the described Project, and unless otherwise agreed, the LPA shall:  
(1) Provide adequate maintenance for the described project in accordance with all applicable state and federal laws;  
(2) Provide ample financial provisions, as necessary for the maintenance for the described project;  
Section Four: If the application is approved for funding the Board of County Commissioners of said LPA are hereby empowered on behalf of the LPA to enter into a contract with the Director of the Ohio Department of Transportation necessary to complete the above described project:  
Upon roll call the vote was as follows:

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

Mr. Echemann said the county’s share would be 5% of the cost.

**IN THE MATTER OF ADOPTING RESOLUTION APPOINTING BRIAN D. BUTCHER, AS SPECIAL COUNSEL, TO ASSIST BOARD OF COMMISSIONERS IN APPEAL BEFORE BELMONT COUNTY COURT OF COMMON PLEAS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the following resolution:  
“Resolved that Brian D. Butcher, is appointed pursuant to ORC 309.09(C) as special counsel to assist the Board of Commissioners in the case of Vince Gianangeli before the Belmont County Court of Common Pleases; the rate for legal services to be \$165 per hour plus reasonable and necessary expense, and mileage being at the IRS rate at the time the mileage is incurred.”  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM STEUBENVILLE PLATE AND WINDOW GLASS CORP./JAIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the quote from Steubenville Plate and Window Glass Corp. in the amount of \$2,105.92 for eighteen (18) insulated windows for the Belmont County Jail, based upon the recommendation of Sheriff Dave Lucas.  
Upon roll call the vote was as follows:

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

Mr. Echemann noted these are interior windows.  
**Above motion rescinded on March 17, 2021.**

**IN THE MATTER OF ACCEPTING QUOTE FROM ELECTRONIC SPECIALTY COMPANY/WESTERN DIVISIONAL COURT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept quote number 20-1209-MW3 from Electronics Specialty Company in the amount of \$33,786.00 for A/V/Video Conferencing/Matrix Touch Panel System for the Belmont County Western Divisional Court.  
*Note: Installation is included.*  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING QUOTE FROM ELECTRONIC SPECIALTY COMPANY/EASTERN DIVISIONAL COURT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept quote number 20-1209-MW4 from Electronics Specialty Company in the amount of \$33,417.00 for A/V/Video Conferencing/Matrix Touch Panel System for the Belmont County Eastern Divisional Court.  
*Note: Installation is included.*  
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 QUOTE FROM CLASSIC ACCESSORIES, LLC/EMA**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the quote from Classic Accessories, LLC, in the amount of \$1,947.00, for running boards, ball mount and cover for the Belmont County Emergency Management Agency’s 2021 Chevy Silverado. Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SUBMITTING THE OHIO DEPARTMENT OF TRANSPORTATION 2020 COUNTY HIGHWAY SYSTEM MILEAGE CERTIFICATION**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the signing and submittal of the Ohio Department of Transportation 2020 County Highway System Mileage Certification per O.R.C. 4501.04; the total length of county maintained public roads in Belmont County was 308.748 miles as of December 31, 2020. Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING THE REQUEST OF AEP/OHIO POWER CO. FOR EASEMENT AND RIGHT-OF-WAY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to grant the request of AEP/Ohio Power Company for the following easement and right-of-way, based upon the recommendation of Terry Lively, Belmont County Engineer:

- Ten (10) feet wide, lying five (5) feet on each side of the facilities as constructed on parcel #59-60002.000 located in Pease Township, Section 25, Range 2 for installing a 10ft. wide service drop coming from existing pole line.

*Note: This property is located on Glenn Runs Road.*  
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 OHIO-WEST VIRGINIA COMPANY/ENGINEER’S PROJECT 20-10 BEL-CR10-21.24 SLIDE REPAIR**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into contract with Ohio-West Virginia Excavating Company in the amount of \$118,247.50 for the Belmont County Engineer’s Project 20-10 BEL-CR10-21.24 SLIDE REPAIR (Barton-Blaine Road), based upon the recommendation of Terry Lively, Belmont County Engineer.  
*Note: This project is funded by the ODOT LPA Local Roads Oil and Shale grant.*

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS**  
**BELMONT COUNTY ENGINEER’S**  
**PROJECT #20-10: BEL-CR10-21.24 - PID 112288 SLIDE REPAIR**  
**EDGE GOAL = 5%**

Auditor's Office, Belmont County, Ohio  
This contract made and entered into this 27<sup>th</sup> day of January, 2021 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 CR10 (Barton - Blaine Road) and all related Work described by the Contract Documents.  
All Work for BEL-CR10-21.24 - PID 112288 shall be completed by June 30, 2021.  
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 #20-10: BEL-CR10-21.24 - PID 112288 SLIDE REPAIR**

**PROJECT #20-10 TOTAL = \$118,247.50**

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.

<b>BELMONT COUNTY COMMISSIONERS</b> <u>Jerry Echemann /s/</u> <u>Josh Meyer /s/</u>  <u>J. P. Dutton /s/</u>	<b>OHIO - WEST VIRGINIA EXCAVATING CO.</b> By: <u>Brian Hendershot /s/</u> <u>Brian Hendershot, President</u> <i>Print/Type Signature</i>
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AGREEMENT WITH HAMMONTREE & ASSOCIATES, LTD./ENGINEER’S**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the agreement for engineering services with Hammontree & Associates, Ltd., for pavement and rehabilitation design on Oak View Road (CR84) and Pogue Road (CR80) in the amount of \$16,000, based upon the recommendation of Terry Lively, Belmont County Engineer  
*Note: This will be paid for from the Engineer’s MVGT funds.*

**PROFESSIONAL SERVICES AGREEMENT**  
**by and between**  
**BELMONT COUNTY, OHIO**  
**And**  
**HAMMONTREE & ASSOCIATES, LIMITED**  
**for**  
**Pavement Rehabilitation Design, Oak View Road (CR84) and Pogue Road (CR80) – Final**

This Agreement is made and entered into by and between BELMONT COUNTY, a political subdivision existing under the laws of the State of Ohio, acting by and through its BOARD OF COMMISSIONERS, with offices located at the 101 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as the COUNTY; and HAMMONTREE & ASSOCIATES, LIMITED, a professional association organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, with offices located at 5233 Stoneham Road, North Canton, Ohio 44720-1594; hereinafter referred to as the ENGINEER.

**WITNESSETH:**

**WHEREAS**, the COUNTY is desirous of rehabilitating the pavement on Pogue Road (CR80) and Oak View Road (CR84), Richland Township and in engaging the services of the ENGINEER in order to assist the COUNTY with obtaining funding for the design and construction thereof; and

**WHEREAS**, the COUNTY, by virtue of Resolution has determined to enter into this Agreement with the ENGINEER.

**NOW, THEREFORE**, for the mutual considerations contained and specified herein, the COUNTY and ENGINEER have agreed and do hereby agree as follows:

**ARTICLE 1- SCOPE OF SERVICES**

- 1. The services to be performed by the ENGINEER under this Agreement are identified on Attachment “A” – Scope of Services, attached hereto and made a part hereof the same as though completely rewritten herein.
- 1.2. The services indicated are for the completing the necessary construction plans for the referenced roads.

**ARTICLE 2- SCHEDULE**

- 2.1. The ENGINEER shall commence the services to be performed under this Agreement immediately upon receipt of express written authorization to proceed therewith from the COUNTY.
- 2.2. The ENGINEER shall complete the services to be performed under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The services should be completed within two (2) months from receipt of written authorization to proceed. The ENGINEER has no control over review times by other agencies and will not be responsible for delays caused by events beyond its control. The following dates for submittal to the County's offices shall be met in accordance with the above statements assuming the County issues an authorization to proceed by February 7, 2021.

Stage 1/2 Plans March 1, 2021  
Final Plans April 1, 2021

**ARTICLE 3- COMPENSATION**

- 3.1. The COUNTY shall compensate the ENGINEER for basic services under this agreement an amount not to exceed \$16,000.00 (Sixteen Thousand dollars and no cents). The following items were considered in developing the engineering design costs and these phases will be shown on the project invoicing.

Final Design and Plan Preparation .....	\$16,000
<b>TOTAL</b>	<b>\$16,000</b>

- 3.2. The ENGINEER shall submit periodic payment requests, but not more than once a month, to the COUNTY based on the amount and value of the work performed during the billing period. The COUNTY shall make prompt payments in response to the ENGINEER’S payment requests.

**ARTICLE 4- GENERAL PROVISIONS**

- 4.1. The provisions of this Agreement represent the entire and integrated agreement between the COUNTY and the ENGINEER, and supersede all prior negotiations, representations, or agreements, either written or oral, and may only be altered, amended, or repealed by a duly executed written instrument.
- 4.2. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by the ENGINEER under this Agreement. Review, approval, acceptance, or payment for drawings, designs, specifications, reports and incidental work shall not in any way relieve the ENGINEER of the responsibility for the technical adequacy and design suitability of the services furnished under this Agreement. Nor shall review, approval, acceptance or payment for any of the ENGINEER’S services be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages incurred by the COUNTY as a result of the negligent performance of the ENGINEER of any of the services furnished under this Agreement.
- 4.3. Engineer shall procure and maintain comprehensive general liability insurance, including broad coverage, with liability limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate for personal injury and property damage. Engineer shall maintain automobile liability insurance having a combined single limit of not less than \$1,000,000.00 for bodily injury or property damage per occurrence/policy aggregate.  
Engineer shall maintain insurance to protect against claims arising from the performance of Engineer's services caused by negligent acts, errors or omissions for which Engineer is legally liable ("Professional Liability Insurance") in the amount not less than \$1,000,000.00 per claim in the annual aggregate.  
Engineer shall indemnify and hold harmless the County, County Engineer and their respective Officers, Agents and Employees from claims, losses, damages, judgments and expenses (including but not limited to reasonable attorney's fees and any costs) arising out of Engineer's negligent acts, errors or omissions, failure to act or intentional or willful misconduct of Engineer's performance of this Agreement.  
Engineer shall provide proof of the insurance requested herein to the County prior to starting any work under this Agreement.
- 4.4. Engineer shall obtain and maintain Workers' Compensation coverage in the amounts required by law to provide protection for employees of the Engineer. Engineer shall provide proof of such coverage to County prior to starting any work under this Agreement.
- 4.5. The COUNTY shall provide the ENGINEER with full information as to the requirements for the project, and shall make available all information pertinent to the design and construction of the project.
- 4.6. The COUNTY shall guarantee access to and make all provisions for the ENGINEER to enter under public and private property as required in order for the ENGINEER to perform its services under this Agreement.
- 4.7. All documents, including design drawings and specifications, furnished by the ENGINEER pursuant to this Agreement, shall become the property of the COUNTY. The COUNTY recognizes that said documents are instruments of the ENGINEER’S services in respect of the project and are not intended or represented by the ENGINEER to be suitable for reuse or alteration by others on the project, or extensions thereof, or on any other project. Any such reuse or alteration without the express written verification or adaptation of the ENGINEER shall be at the user’s sole risk and without liability or legal exposure to the ENGINEER.
- 4.8. Since the ENGINEER has no control over the cost of labor, material and equipment associated with construction, contractors’ methods of determining prices, competitive bidding or market conditions, its estimates of cost provided for in this Agreement are to be made on the basis of its experience and qualifications and shall represent its best judgment as a design professional familiar with the construction industry. The ENGINEER can not and does not guarantee that proposals, bids or construction costs relative to the project will not vary from estimates it prepares.
- 4.9. Neither the ENGINEER nor the COUNTY shall assign or transfer its interests in this Agreement, including money that may become or is due, without the express written consent of the other party hereto. Unless specifically stated to the contrary in any express written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained herein shall be construed as giving any rights or benefits under this Agreement to anyone other than the ENGINEER and the COUNTY.
- 4.10. Either party may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party before termination.
- 4.11. The COUNTY may terminate this Agreement, in whole or in part, in writing, for its convenience. In such event, the ENGINEER will be given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party before termination.

4.12. If the COUNTY terminates for default, an equitable adjustment in the compensation provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services or other work, and (2) any payment due the ENGINEER at the time of termination may be adjusted to the extent of any additional costs the COUNTY incurs because of the ENGINEER’S default. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred before the termination.

4.13. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment of the compensation provided for in this Agreement shall be made as provided in 4.12.

4.14. All claims, counterclaims, disputes and other matters in question between the COUNTY and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided through nonbinding mediation. If agreement through mediation cannot be achieved, it will be decided in a court of competent jurisdiction within the State of Ohio.

4.15. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Said books, records, documents and other evidence shall be available to the COUNTY at mutually convenient times.

4.16. The ENGINEER agrees that it will not discriminate against or intimidate any employee or applicant for employment on account of race, creed, sex, handicap, color or military status.

4.17. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable the remainder of this Agreement or the application of such term covenant or condition to the party or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4.18. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

4.19. A waiver on a particular occasion, by any party, of any default or breach of the terms and conditions of this Agreement shall not be deemed as a waiver of any subsequent default or breach of any term, condition or other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 27<sup>th</sup> day of January, 2021.

WITNESSES:

Bonnie Zuzak /s/  
Bonnie Zuzak /s/  
Bonnie Zuzak /s/  
WITNESS:  
Bonnie Zuzak /s/

WITNESS:  
/?/

Approved as to form:  
KEVIN FLANAGAN  
Belmont County Prosecutor  
David K. Liberati /s/ Assist P.A.  
Upon roll call the vote was as follows:

BELMONT COUNTY BOARD OF  
COMMISSIONERS  
Jerry Echemann /s/  
Josh Meyer /s/  
J. P. Dutton /s/  
BELMONT COUNTY ENGINEER  
Terry Lively /s/  
Terry D. Lively, P.E., P.S.  
HAMMONTREE & ASSOCIATES, LIMITED  
By: Karl J. Oprisch /s/  
Title: Partner

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH  
POPA CONSULTING, LLC/ENGINEER’S

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into contract with Popa Consulting LLC, in a lump sum compensation not to exceed \$27,500.00 for the 2021 full bridge inspection program for Belmont County, based upon the recommendation of Terry Lively, Belmont County Engineer.

Note: This will be paid for from the Engineer’s MVGT funds.

AGREEMENT

This agreement entered into at St. Clairsville, Ohio, this 27<sup>th</sup> day of, January, 2021, by and between the County of Belmont, acting by and through the Board of County Commissioners, hereinafter referred to as the County and Popa Consulting LLC, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Consultant with an office located at 5630 Bonnie Lou Drive, New Franklin, Ohio 44319, WITNESSETH:

That the County and the Consultant for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to provide a full bridge inspection program for Belmont County in 2021 including:

- Physical inspection of approximately 275 structures assigned by the County Engineer. Inspections shall be performed by a professional Engineer who has completed the ODOT Comprehensive Bridge Inspector’s Training Seminar.
- Enter all the inspection data into the ODOT Assetwise Management System (AWAR). No paper inspections forms will be submitted.
- Review and revision of inventory information where required due to repairs or rehabilitation.
- Load rating calculations to structures where the general appraisal decreases to a poor condition rating.
- Immediate notification of the County Engineer where rapid deterioration or dangerous conditions exist so that necessary action can be taken.
- Provide photographs for all structures for the county files.

CLAUSE II - WORK SCHEDULE

The consultant agrees to begin immediately upon authorization to proceed. The work will be completed by the end of 2021.

CLAUSE III - PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the work specified in the Agreement as follows:

Compensation based upon the work performed in accordance with the hourly rate schedule of the Popa Consulting LLC, Standard Contract, 2021, with a lump sum compensation that shall not exceed Twenty Seven Thousand Five Hundred Dollars, \$27,500.00.

Prime compensations, only as agreed and by letter authorization from the county may be added to or subtracted.

Partial payments based upon percentage of work completed, will be invoiced by the Consultant monthly.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in duplicate, as of the day and year first above written, by affixing the signature of a duly authorized officer of the consultant and the signature of the County Engineer.

Witness: Jennifer K. [Signature]

Witness: Bonnie Zuzak /s/

POPA CONSULTING LLC  
By: [Signature]  
Title: Principle/CEO  
BELMONT COUNTY ENGINEER  
By: Terry Lively /s/  
BELMONT COUNTY COMMISSIONERS



Witness: Bonnie Zuzak /s/

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

**BELMONT COUNTY PROSECUTOR**

By: David K. Liberati /s/ Assist P.A.

Approved as to form  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SETTLEMENT AGREEMENT  
AND RELEASE OF CLAIMS BY AND BETWEEN THE BELMONT COUNTY  
COMMISSIONERS AND MONARCH PIPELINE LLC/ENGINEER'S**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the Settlement Agreement and Release of Claims, by and between the Belmont County Commissioners and Monarch Pipeline LLC, for damage to or deterioration of a retaining wall located near the Harrison Hub Pipeline/Monarch Pipeline, in the amount of \$40,000, based upon the recommendation of Terry Lively, Belmont County Engineer.

**SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Agreement") entered into as of the last date executed below (the "Effective Date") , by and between The Belmont County Commissioners at 101 West Main Street, St. Clairsville, OH 43950 hereinafter called "Department" and Monarch Pipeline LLC, having an address of Park Place 2, 2000 Commerce Drive, Pittsburgh, PA 15275, hereinafter called "Williams". Department and Williams may be referred to individually herein as a "Party" and collectively as the "Parties."

**WITNESSETH, THAT**

**WHEREAS** Williams owns and operates a natural gas liquids pipeline in Belmont County, Ohio (the "Pipeline"); and  
**WHEREAS** Department has asserted claims that Williams' construction or operation of the Pipeline may have contributed to damage to or deterioration of a retaining wall located near the Pipeline; and  
**WHEREAS**, Department desires to conduct repairs and maintenance on said retaining wall (the "Rehabilitation Project"); and  
**WHEREAS**, in order to avoid the expense and uncertainty of litigation, Department and Williams desire to settle, resolve and dispose of any and all the claims that Department may have with respect to Williams or to the Pipeline or Williams construction or operation of the Pipeline.  
**NOW, THEREFORE**, in consideration of the faithful performance of each party of the mutual covenants hereinafter set forth, Department and Williams agree as follows:

- I. Within fifteen (15) days of the Effective Date, Williams shall provide Department with a one-time lump sum payment as a contribution to the cost of the Rehabilitation Project in the amount of **\$40,000.00 (FORTY THOUSAND DOLLARS AND NO CENTS)**. Such payment by Williams shall satisfy Williams' sole obligation under this Agreement. Nothing contained in this agreement shall be construed of an admission of liability on the part of Williams.
- II. Department will be responsible for programming and administering all work associated with the Rehabilitation Project. All work shall be performed by and at the sole risk of the Department and shall be the sole responsibility of Department.
- II. Department and its agents, successors and assigns hereby release and forever discharge Williams and all of its former, current and future direct and indirect parent companies, affiliates, joint venture parties, subsidiaries, agents, successors, predecessors-in-interest, and related companies, and all of their respective former, current and future assignees, members, transferees, principals, partners, officers, directors, employees, agents, servants, attorneys, representatives, independent contractors, and vendors, from any and all claims, demands, damages, debts, liabilities, obligations, contracts, agreements, causes of action, suits, costs, administrative actions, losses, personal injuries, property damage, property value diminution, inconvenience damages, expenses and attorneys' fees and punitive damages of whatever nature, character or description, whether known or unknown, anticipated or unanticipated, which Department may have or may hereinafter have or claim to have by reason of any matter or omission arising from or that are in any way connected with or related to the Pipeline or Williams operation or construction of the Pipeline prior to the Effective Date
- IV. No contingency or event, including any action by or failure of Department, whether foreseeable or unforeseeable, shall give rise to any further obligation or liability of Williams.
- V. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, joint venture or other business entity between Williams and Department or between Williams and any third party.
- VI. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. Any modifications must be in writing and duly executed by all Parties.
- VII. This Agreement may be signed in counterparts by the Parties and each said counterpart shall be deemed an original. A signed copy of this Agreement delivered by facsimile or other means of electronic transmission, such as portable document format (pdf) will have the same legal effect as delivery of an original signed copy of this Agreement.
- VIII. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
- IX. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its choice of law principles.

**IN WITNESS WHEREOF** the Parties hereto have caused their respective names to be signed by their duly authorized officers.

**THE BELMONT COUNTY COMMISSIONERS**

By: Jerry Echemann /s/ Josh Meyer /s/ J. P. Dutton /s/  
Printed Name: Jerry Echemann, Josh Meyer, J. P. Dutton  
Title: Belmont County Commissioners

**MONARCH PIPELINE LLC**

By: Scott Hrivnak /s/  
Printed Name: Scott Hrivnak  
Title: Engineer III – Permitting & R

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE RELEASE OF A  
ROAD USE MAINTENANCE AGREEMENT AND ASSOCIATED  
BOND WITH WILLIAMS OHIO VALLEY MIDSTREAM, LLC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the release of a Road Use Maintenance Agreement (RUMA) and associated Bond Number 9280142 in the amount of \$3,000,000 with Williams Ohio Valley Midstream, LLC, dated October 3, 2018, for pipeline or drilling activity at the Harrison Pub Pipeline for the following locations, based upon the recommendation of Terry Lively, Belmont County Engineer.

- 2.26 miles of Gun Club Road (CR-66)
- 1.45 miles of Unity Church Road (CR-64)
- 0.94 miles of Crabapple Road (CR-10)
- 3.14 miles of Vineyard Road (CR-56)
- 3.14 miles of Glencoe Road (CR-5)
- 2.39 miles of Wegee Road (CR-48)
- 1.42 miles of Pipe Creek Road (CR-54)

**ROAD USE MAINTENANCE TERMINATION AGREEMENT**

The undersigned on behalf of the Williams Ohio Valley Midstream, L.L.C., Monarch Pipeline, L.L.C, Williams MLP Operating, L.L.C., Williams Partners, L.P., Williams Field Service Company, L.L.C., and their successors, assigns, parent companies, affiliates, agents and contractors (hereinafter “Operator” or “Operators”) who previously executed a Road Use and Maintenance Agreement with The Belmont County Commissioners on the 3<sup>rd</sup> day of October, 2018 for roads known as: Exhibit “A” (hereinafter “Subject RUMA”), hereby represents and agrees to the following:

Whereas: Operator represents to The Belmont County Commissioners that the Operator and/or Operator’s subcontractors will not be using in any way or manner the roads described in the Subject RUMA from the 30th day of September, 2020.

Whereas, The Operator and the Township shall review any damages to the road described in the Subject RUMA and that the Operator will be responsible to complete the repairs prior to the beginning of the termination agreement.

Whereas, Operator agrees that in the event the Operator and/or the Operator’s subcontractors do use, or intend to use any road(s) of the Subject RUMA after the Termination Period, the Operator shall enter into a new RUMA prior to any activity.

Whereas, The Surety Bond supplied by the Operator included in the RUMA shall be terminated and returned to the operator.

Whereas, The undersigned represent that the undersigned has the authority to sign on behalf of the Operator and to bind the Operator to the terms of this agreement.

Now Therefore, The Operator and The Belmont County Commissioners hereby agree that based upon the above representations of the Operator, that the Subject RUMA shall be terminated provided Operator complies with all provisions of this agreement.

**FOR THE OPERATOR:**

By: Scott Hrivnak /s/  
Printed: Scott Hrivnak  
Title: Engineer III  
Dated: December 15, 2020

**Authority**

Jerry Echemann /s/  
Commissioner  
Josh Meyer /s/  
Commissioner  
J. P. Dutton /s/  
Commissioner  
Terry Lively /s/  
Belmont County Engineer  
Dated: 1-27-2021

Upon roll call the vote was as follows:

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

Terry Lively, Belmont County Engineer, explained the motions for the Engineer’s Department. The road mileage is an annual report, the mileage may adjust up or down based on roads that may have been closed or new roads added or on how the state measures. The contract with Ohio-West Virginia Excavating for the slip repair on Blaine-Barton Road is from the 2019 application for the Local Roads Oil and Shale grant. The contract with Hammontree Design is for Oakview/Pogue Road which is another grant they received through TID (Transportation Improvement District) to get those roads reconstructed. It should go out to bid this spring and construction should begin this summer. The contract with Popa Consulting is for the annual bridge inspection which is required by Ohio law, all bridges in the county are inspected. The settlement with Monarch Pipelines, formerly known as the Williams Pipeline, is due to some damage done on a retaining wall on Glencoe Road. A settlement of \$40,000 was agreed on to take care of those damages.

**IN THE MATTER OF APPROVING EXTENDING PAID  
ADMINISTRATIVE LEAVE FOR WATER AND SEWER DISTRICT  
WATER & WASTEWATER TREATMENT EMPLOYEES**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve extending paid administrative leave for hours not worked due to COVID-19 to complete the employees regular scheduled hours, until February 28, 2021 for the following:

- Belmont County Water & Sewer District Water Treatment employees
- Belmont County Water & Sewer District Wastewater Treatment employees

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BIDS FOR BELMONT  
COUNTY WATER AND SEWER DISTRICT WATER 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 water projects, based upon the recommendation of Poggemeyer Design Group, Project Engineer:

- Guernsey Street Water Treatment Plant-Christman Constructors, Inc. \$26,973,000.00
- Watermain Replacement Phase 1-J. S. Bova Excavating, LLC. \$3,093,950.00
- Watermain Replacement Phase 2-Rudzik Excavating, Inc. \$6,650,000.00
- Little McMahon Creek Road Booster Station-Border Patrol, LLC. \$1,256,552.00
- AMI Meter Replacement -Zenner USA \$2,282,959.89
- Belmont Co. Water & Sewer District Service Building Addition-Jarvis, Downing & Emch, Inc. \$524,000.00

NOTICE OF AWARD

Date of Issuance: 1-27-2021

Owner: Belmont County Commission, 101 West Main Street, St. Clairsville, Ohio 43950

Owner's Project No.:

Engineer: Poggemeyer Design Group, Inc., 1168 North Main Street, Bowling Green, Ohio 43402

Engineer's Project No.: 310700-00007

Project: Water Treatment Plant Improvements Including All Allowances

Bidder: Christman Constructors, Inc.

Bidder's Address: 324 East South Street, Lansing, Michigan 48910

You are notified that Owner has accepted your Bid dated November 18, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Water Treatment Plant Improvements Including All Allowances

The Contract Price of the awarded Contract is \$26,973,000 (Twenty-Six Million Nine Hundred Seventy-Three Thousand and 00/100 Dollars). Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Five (5) 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.

☐ 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 receipt of this Notice of Award:

- 1. Deliver to Owner 5 counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the 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 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Belmont County Commission

By (signature): Jerry Echman JP Dutton Josh Meyer

Name (printed): JERRY ECHEMAN JP DUTTON JOSH MEYER

Title: PRESIDENT MEMBER VICE-PRES

Copy: Engineer

NOTICE OF AWARD

Date of Issuance: 1-27-2021

Owner: Belmont County Commission, 101 West Main Street, St. Clairsville, Ohio 43950

Owner's Project No.:

Engineer: Poggemeyer Design Group, Inc., 1168 North Main Street, Bowling Green, Ohio 43402

Engineer's Project No.: 310700-00009

Project: Water Main Replacement, Phase I

Bidder: J.S. Bova Excavating, LLC

Bidder's Address: 235 State Street, P.O. Box 296, Struthers, Ohio 44471

You are notified that Owner has accepted your Bid dated November 18, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Water Main Replacement, Phase I

The Contract Price of the awarded Contract is \$3,093,950.00 (Three Million Ninety-Three Thousand Nine Hundred Fifty and 00/100 Dollars). Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Five (5) 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.

☐ 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 receipt of this Notice of Award:

- 1. Deliver to Owner 5 counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the 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 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Belmont County Commission

By (signature): [Signature]

Name (printed): JERRY ECHMANN J. DUTTON JOSH HEVER

Title: PRESIDENT MEMBER VICE-PRES

Copy: Engineer

NOTICE OF AWARD

Date of Issuance: 1-27-2021

Owner: Belmont County Commission, 101 West Main Street, St. Clairsville, Ohio 43950

Owner's Project No.:

Engineer: Poggemeyer Design Group, Inc., 1168 North Main Street, Bowling Green, Ohio 43402

Engineer's Project No.: 310700-00009

Project: Water Main Replacement, Phase II

Bidder: Rudzik Excavating, Inc.

Bidder's Address: 401 Lowellville Road, Struthers, Ohio 44471

You are notified that Owner has accepted your Bid dated November 18, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Water Main Replacement, Phase II

The Contract Price of the awarded Contract is \$6,650,000.00 (Six Million Six Hundred Fifty Thousand and 00/100 Dollars). Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Five (5) 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.

☐ 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 receipt of this Notice of Award:

- 1. Deliver to Owner 5 counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the 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 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Belmont County Commission

By (signature): Jerry Echmann J.P. Dutton Josh Meyer

Name (printed): JERRY ECHMANN J.P. DUTTON JOSH MEYER

Title: PRESIDENT MEMBER VICE-PRES

Copy: Engineer

NOTICE OF AWARD

Date of Issuance: 1-27-2021

Owner: Belmont County Commission, 101 West Main Street, St. Clairsville, Ohio 43950

Owner's Project No.:

Engineer: Poggemeyer Design Group, Inc., 1168 North Main Street, Bowling Green, Ohio 43402

Engineer's Project No.: 310700-00010

Project: Little McMahon Creek Road Booster Station Including All Allowances

Bidder: Border Patrol, LLC

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

You are notified that Owner has accepted your Bid dated November 18, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Little McMahon Creek Road Booster Station Including All Allowances

The Contract Price of the awarded Contract is \$1,256,552.00 (One Million Two Hundred Fifty-Six Thousand Five Hundred Fifty-Two and 00/100 Dollars). Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Five (5) 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.

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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 5 counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the 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 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Belmont County Commission

By (signature): Jerry Echemann J.P. Dutton Josh Meyer

Name (printed): Jerry Echemann J.P. Dutton Josh Meyer

Title: President member Vice-President

Copy: Engineer

NOTICE OF AWARD

Date of Issuance: 1-27-2021

Owner: Belmont County Commission, 101  
West Main Street, St. Clairsville, Ohio  
43950

Owner's Project No.:

Engineer: Poggemeyer Design Group, Inc., 1168  
North Main Street, Bowling Green,  
Ohio 43402

Engineer's Project No.: 310700-00013

Project: AMI Meter Replacement (Base Bid plus Alternate Bid for 10 Year Warranty)

Bidder: Zenner USA

Bidder's Address: 15280 Addison Road, Suite 240, Addison, Texas 75001

You are notified that Owner has accepted your Bid dated November 18, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

AMI Meter Replacement (Base Bid Plus Alternate Bid for 10 Year Warranty)

The Contract Price of the awarded Contract is \$2,282,959.89 (Two Million Two Hundred Eighty-Two Thousand Nine Hundred Fifty-Nine and 89/100 Dollars). Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Five (5) 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.

☐ 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 receipt of this Notice of Award:

- 1. Deliver to Owner 5 counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the 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 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Belmont County Commission

By (signature): Jerry Echemann JP Dutton Josh Meyer

Name (printed): JERRY ECHEMANN JP DUTTON JOSH MEYER

Title: PRESIDENT MEMBER VICE-PRES

Copy: Engineer

NOTICE OF AWARD

Date of Issuance: 1-27-2021

Owner: Belmont County Commission, 101 West Main Street, St. Clairsville, Ohio 43950

Owner's Project No.:

Engineer: Poggemeyer Design Group, Inc., 1168 North Main Street, Bowling Green, Ohio 43402

Engineer's Project No.: 310700-00014

Project: Service Building Addition Including All Allowances

Bidder: Jarvis, Downing & Emch, Inc.

Bidder's Address: 200 GC & P Road, P.O. Box 6253, Wheeling, West Virginia 26003

You are notified that Owner has accepted your Bid dated November 18, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Service Building Addition Including All Addendums

The Contract Price of the awarded Contract is \$524,000.00 (Five Hundred Twenty-Four Thousand and 00/100 Dollars). Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Five (5) 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.

☐ 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 receipt of this Notice of Award:

- 1. Deliver to Owner 5 counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the 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 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Belmont County Commission

By (signature): Jerry Echemann

Name (printed): Jerry Echemann J.P. Dutton Jerh Meyer

Title: President member Vice-president

Copy: Engineer

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING WATER AND SEWER DISTRICT DIRECTOR, KELLY PORTER TO GRANT PRELIMINARY APPROVAL OF PAY APPLICATIONS ON THE WATER AND SEWER PROJECTS UNDER THE USDA FUNDING

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize Belmont County Water and Sewer District Director, Kelly Porter, to grant preliminary approval of pay applications on the water and sewer projects under the USDA funding, with the understanding that final approval, and authorization of payment is to be made by the board.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING WATER AND SEWER



**DISTRICT DIRECTOR, KELLY PORTER TO APPROVE  
ANY CHANGE ORDERS UNDER \$25,000 FOR WATER AND  
SEWER PROJECTS UNDER THE USDA FUNDING**

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize Belmont County Water and Sewer Director, Kelly Porter, to approve any change orders under \$25,000 for the water and sewer projects under the USDA funding.

Upon roll call the vote was as follows:

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

Kelly Porter, Belmont County Water and Sewer District Director, explained they have been working on the USDA water projects for about four to five years. He said these are the priority projects that needs done to keep the county in the water business. The new water plant will be located on Guernsey Street next to Muxie Distributing. Included in the cost is transition from the old plant site to the new plant site and demolition of the old plant. The old plant will end up being the number one pump station and will have a new tank. A new communication system between the pump stations and tanks that goes back to the water plant and also to the distribution department will be installed. The water line replacement starts in Neffs and runs out to Little McMahon Creek Road to the site of the new pump station. A dedicated line will be ran from the old site of the Route 9 pump station to the Fox Shannon tank. Mr. Porter said, “This project is so important because we are at capacity at this time to get water out to the west side. This includes Morristown, Bethesda, Belmont, the college and property out there. It also includes St. Clairsville who will be buying water from the county.” He added they currently have three different systems they use to read meters which is very inefficient. The new system will be more efficient and they will be able to provide better customer service. He said the new office building was also part of the USDA loan package. The service building addition will give the distribution department a shower house, breakroom and an office. He added there are other projects to come and will move forward with them if they can get funding. The preconstruction meeting will be on February 11. After the meeting the Board of Commissioners will sign the Notice to Proceed and then they will start breaking ground end of February or early March. Mr. Dutton said it’s good to see a lot of infrastructure items on for today. He said a lot of tough decisions was made locally by the board and they were tough for the residents of Belmont County, in terms of adjusting water and sewer rates and changing license plate fees, but it will make a difference on both the water and sewer system and improvements to the road system. Mr. Dutton said, “There is still a lot of work to do and we will continue to find ways to find more funding. Just today there is a lot of funding coming in to Belmont County that we qualified for because of some decisions we made here locally, from the USDA and on the transportation projects both with the Oil Shale program and Transportation Improvement District (TID) board. I am one member of that board and Belmont County is well served by that board.” He added there is one more paving project that will happen this year through the TID board. It will be the third project completed in the last few years. The Board of Commissioners is supplying match money from the General Fund for the state money coming in. Mr. Dutton said our existing water and sewer system needs a lot of work and until that work gets done we can’t expand into certain areas to get new customers. We are doing all of this work so we have a system that will be good for decades and bring more customers on to the system if we can. Mr. Porter thanked the Commissioners for their assistance with these projects. He said, “I don’t think anyone understands what a struggle it was to get this funding and do what we had to do to make it happen. Without the board’s cooperation it never would have happened.”

**RECESS**

**Rob Sproul, Deputy Health Commissioner  
Re: COVID-19 Update**

Mr. Sproul reported there have been 4,855 positive cases, 3,887 recoveries, 830 are in isolation, 48 are hospitalized and 90 deaths. The first drive-thru clinic for vaccines was held last week with no issues, they had 400 doses of the vaccine. Another drive-thru clinic will be held this week with another 400 doses. He noted they have 7,000 people on their list that wants the vaccine. He asked that individuals register online. The school staff in Belmont County are not on the list to be done next week. Governor DeWine’s goal is to have all school staff in Ohio vaccinated by the end of February. Mr. Sproul said the doses for the school staff will be separate from the other doses. They have been going to 911 and EMA to make phone calls. When calling to set up appointment they will just give you the time and location to get your vaccine. Mr. Sproul said they are starting on giving the second dose of the vaccine with EMS and nursing homes. He said we need more doses. Johnson & Johnson’s vaccine should be approved soon which will help with additional doses. Mr. Sproul said they have been reaching out to partners and looking at locations to be ready in case they do get in a large number of vaccines. Mr. Echemann asked about vaccinations for children. Mr. Sproul said they are still going through trials to see the effectiveness.

**RECESS**

**State Auditor-Award presentation**

Present: Dominic Ciano, State Auditor Southeast Ohio Liaison and Cindi Henry, Belmont County Auditor.  
Mr. Ciano presented the Award of Excellence for fiscal year 2019 to Ms. Henry. He said less than 10% of the entities in Ohio receives the award. It is for excellent reporting and no financial recovery or material weakness qualifies an entity for the award. Ms. Henry accepted the award on behalf of the Auditor’s staff. She said they keep things going the right way and don’t have shortfalls. Ms. Henry said 2019 would have been a very trying year due to all of the changes in the Auditor’s office. Mr. Echemann noted in 2019 Roger Conroy was auditor for part of the year. Sheila Turner was Interim Auditor after the passing of Mr. Conroy and until the appointment of Anthony Rocchio. Mr. Meyer said the Auditor’s staff does a tremendous job and they work very well with the Commissioners’ office. He is anticipating continuing to have a good working relationship with Ms. Henry and her staff.

**RECESS**

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 12:34 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 12:34 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 3rd 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