

April 7, 2021

St. Clairsville, Ohio

April 7, 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 her warrant on the County Treasurer in payment of the bills allowed:

**IN THE TOTAL AMOUNT OF \$1,548,086.74**

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:

**S30 OAKVIEW JUVENILE REHABILITATION**

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$50,000.00

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:

**P05 WATER WORKS FUND AND N22 WWS CAPITAL IMP/BCSWD**

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$699,210.86

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 April 07, 2021:

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

H00 Public Assistance

E-2510-H000-H03.012	Equipment	\$17,547.27
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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 April 7, 2021 meeting:

**A00 GENERAL FUND**

E-0057-A006-F08.000	Other Expenses	\$895.00
E-0061-A002-B05.000	Intense Probation-Clerk of Courts	\$24,260.29
E-0131-A006-A25.000	Housing of Prisoners	\$14,338.00
E-0181-A003-A06.011	Contract Services	\$200.00

**B00 GENERAL FUND**

E-1600-B000-B11.000	Other Expenses	\$2,403.86
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**N22 WWS CAPITAL IMP/BCSWD**

E-9022-N022-N17.000	USDA Water Projects	\$699,210.86
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**S30 OAKVIEW JUVENILE REHABILITATION**

E-8010-S030-S40.000	Grant Holding Account	\$5,650.00
E-8010-S030-S54.000	Food	\$30.00
E-8010-S030-S55.010	Supplies	\$166.95

**S32 OAKVIEW JUVENILE-ACTIVITY FUND**

E-8012-S032-S00.000	Activity Fund	\$167.00
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**S55 TARGETED COMMUNITY ALTERNATIVES TO PRSION/ADULT PROB**

E-1545-S055-S02.002	Salary/Fringes	\$35,492.00
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**S56 PROBATION SERVICES GRANT/ADULT PROBATION**

E-1546-S056-S04.001	Salary/Fringes	\$37,500.00
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**S77 COMM BASED CORRECTIONS ACT GRANT**

E-1520-S077-S01.002	Salaries	\$17,386.75
E-1520-S077-S02.005	Medicare	\$252.00
E-1520-S077-S03.003	PERS	\$2,434.25
E-1520-S077-S04.006	Hospitalization	\$3,184.00
E-1520-S077-S05.004	Workers Comp	\$313.00

**Y41 INDIGENT APPLICATION FEES/AUDITORS**

E-9841-Y041-Y01.000	Remit to State	\$252.20
E-9841-Y041-Y02.000	Remit to County	\$1,008.80

**SHERIFF/VARIOUS FUNDS**

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E-0131-A006-A09.000	Medical	\$486.70
E-0131-A006-A17.010	Cruisers	\$100.00
E-0131-A006-A23.000	Background	\$432.00
E-0131-A006-A24.000	E-SORN	\$707.00
E-0131-A006-A32.000	Warrant Fee	\$993.81
E-1652-B016-B02.000	DUI	\$25.00
E-5100-S000-S01.010	Commissary	\$34,859.87
E-5101-S001-S06.000	CCW License	\$2,961.00
E-5101-S001-S07.012	CCW Equipment	\$4,300.00
E-9710-U010-U06.000	Reserve	\$442.50

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**  
**HOSPITALIZATION CHARGEBACKS FOR MARCH & APRIL 2021**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for  
Hospitalization Chargebacks for the months of March & April 2021

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	13,234.16
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	25,618.80
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	42,860.06
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	14,569.86
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1510-W081-P07.006	DRETAC-PROSECUTOR	R-9891-Y091-Y01.500	1,760.46
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	3,520.92
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,760.46
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	5,281.38
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091-Y01.500	3,520.92
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	3,520.92
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	11,048.94
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	667.85
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	0.00
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	0.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	11,898.46
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	156,859.00
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	195,605.60
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	16,335.10
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,335.70
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	0.00
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	61,314.18
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	22,461.22
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	7,746.02
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	103,377.35
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	14,440.82
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	3,520.92
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	3,520.92
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,520.92
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	32,660.64

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E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,335.70
	<b>WATER DEPARTMENT</b>		
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	70,461.34
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	20,713.04
	<b>COUNTY HEALTH</b>		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	12,355.64
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	1,772.74
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	475.32
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	4,471.56
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	3,408.02
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	4,929.28
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	4,544.50
E-2229-F081-F01.001	Public Health EM Readiness	R-9891-Y091-Y01.500	2,992.78
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	619.24
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	528.14
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	619.24
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	7,957.28
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	0.00
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	475.32
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	404.90
	<b>JUV COURT/GRANTS</b>		
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	1,335.70
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	7,041.84
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	7,041.84
		TOTALS	915,445.00
Upon roll call the vote was as follows:			
	Mr. Echemann	Yes	
	Mr. Meyer	Yes	
	Mr. Dutton	Yes	

**IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/**  
**HOLDING ACCOUNT CHARGEBACK FOR MARCH 2021**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of March 2021.

General fund			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,480.61
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	380.80
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	985.60
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,245.30
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	6,450.84
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	386.40
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,836.30
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,898.31
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,260.70
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	7,026.29
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	8,968.94
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	586.55
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,185.02
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,228.30
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	4,906.81
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,332.08
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,112.90
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,923.36
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,865.47
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	22,787.92
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,651.68
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,207.80
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	4,109.44
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	3,442.56
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,559.96
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	0.00
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	28.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	88.12
			112,052.52
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,476.52
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,487.13
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	98.12
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	803.52
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	471.76
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	0.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	561.02
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	0.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	0.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9895-Y095-Y01.500	4,445.05
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	0.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	364.74

NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	271.26
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	795.12
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	0.00
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	117.98
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	176.90
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,310.38
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	83.12
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	66.76
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	47,546.72
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	2,327.22
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,159.48
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,405.51
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,197.74
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	12,724.44
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,605.77
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,304.80
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	344.40
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,364.73
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	310.11
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	0.00
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	654.29
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	718.49
PLACEMENT II	E-0400-M075-M04.000	R-9895-Y095-Y01.500	0.00
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,166.16
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	16,856.67
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,881.20
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,669.22
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	7,884.13
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	9,009.98
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,482.11
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	806.66
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	566.46
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	35,807.18
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	18,387.31
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	589.62
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	735.80
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,034.86
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	624.26
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	489.80
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	602.18
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	0.00
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	135.52
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,119.69
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	269.24
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	559.54
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	787.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	140.00
			317,866.43

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes

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Mr. Dutton Yes

**IN THE MATTER OF TRANSFER OF FUNDS**

**FOR HSA CHARGEBACKS/APRIL 2021**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for HAS Chargebacks for April 2021.

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-3702-P005-P31.000	WWS #3 REVENUE	R-9891-Y091-Y12.500	64.52
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	64.52
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	64.52
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	64.52
		TOTALS	258.08

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. **GENERAL FUND/ANIMAL SHELTER-\$895.00** deposited into R-0057-A006-A03.500 balance available as of 3/31/2021 (*Adoption fees paid in on various dates in March 2021*).

**B00/DOG AND KENNEL FUND-\$2,403.86** deposited into R-1600-B000-B08.500 balance available as of 3/31/2021 (*Adoption fees paid in on various dates in March 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 April 7, 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 March 31, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF PLACING ANNE BURKHART, PART-TIME KENNEL STAFF  
ON AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to place Anne Burkhart, part-time Kennel Staff at the Belmont County Animal Shelter, on authorized leave of absence without pay, effective April 1, 2021, not to exceed June 30, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REAPPOINTMENTS  
TO THE BELMONT COUNTY PORT AUTHORITY BOARD**

Motion made by Mr. Echermann, seconded by Mr. Meyer to approve the following reappointments to the Belmont County Port Authority Board for a four-year term, effective April 26, 2021 through April 25, 2025.

Name:

Annmarie O'Grady  
Rick Frio

Upon roll call the vote was as follows:

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

April 7, 2021

**IN THE MATTER OF APPROVING THE OHIO BWC-EMPLOYER  
STATEMENT AND THE CCAO-WORKERS' COMPENSATION  
GROUP RETROSPECTIVE RATING PLAN AGREEMENT FOR 2022 PROGRAM YEAR**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the Ohio BWC-Employer Statement and the CCAO – Workers' Compensation Group Retrospective Rating Plan Agreement for the 2022 Program Year.

*Note: We are pleased to be accepted again into the CCAO Group Retro program which allows us to save significantly on workers compensation premiums.*

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS' COMPENSATION GROUP  
RETROSPECTIVE RATING**

**PLAN AGREEMENT**

THIS AGREEMENT, dated as of April 7, 2021, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and **BELMONT COUNTY** ("Participant"), a political subdivision of the State of Ohio.

**Section I: INTRODUCTION**

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group retrospective rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO"), acting through CCAOSC its Service Corporation, as a sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group Retrospective Rating Plan for the benefit of its membership. The terms and conditions for participation in the CCAO Group Retrospective Rating Plan are herein established.

A participating county is hereafter referred to individually as a "Participant". Participating counties are collectively referred to as the "Group".

**Section II: NAME**

The name of the plan shall be the CCAO Workers' Compensation Group Retrospective Rating Plan, hereafter referred to as the "CCAO Group Retrospective Rating Plan" or the "Plan". The principal office of the CCAO Group Retrospective Rating Plan shall be located at 209 East State Street, Columbus, Ohio 43215.

**Section III: PURPOSE OF GROUP PLAN**

The CCAO Group Retrospective Rating Plan is intended to: (1) achieve lower workers' compensation costs for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

**Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY**

A. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:

- (1) CCAO was created more than two years prior to the date of application for Group coverage.
- (2) CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
- (3) The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.

B. The Participant represents and warrants as follows:

- (1) It is a member of the County Commissioners' Association of Ohio and is current in all financial obligations to CCAO.
- (2) It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC has no outstanding premiums, penalties or assessments due from it.
- (3) It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
- (4) It is current in all financial obligations to the Group.

**Section V: BASIC OBLIGATIONS OF PARTIES**

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Retrospective Rating Plan. CCAOSC shall:

- (1) coordinate and administer the CCAO Group Retrospective Rating Plan in accordance with this agreement.
- (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Retrospective Rating Plan; and
- (3) perform such additional duties as are required of it by this Agreement. The

Participant shall:

- (1) join and participate in the CCAO Group Retrospective Rating Plan; and
- (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

**Section VI: RATE CONTRIBUTION AND REBATES**

The Participant understands that the Group performance must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group performance will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the Group performance is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that the OBWC will evaluate the performance of the CCAO Group Retrospective Rating Plan by comparing the aggregate individual participants' premiums paid to OBWC to the developed losses incurred by the participants during the policy year. It is also understood that the OBWC will perform this comparison in three periods in the following number of months after the inception of the program year: 24 months, 36 months, and 48 months.

In the course of the OBWC's evaluation of the program, should premiums paid by the Group exceed the total developed losses, the Group will be entitled to a refund for the difference. However, if the total developed losses exceed the total premiums paid to OBWC for the policy year the Group would then be subject to an assessment. The total assessment in this case, could not exceed the predetermined amount ("Maximum Premium Percent") selected by the group Executive Committee. For each evaluation period, payment of refund or notice of assessment to each Participant will be made by the OBWC pursuant to OBWC rules and procedures.

**Section VII: ADMINISTRATIVE SERVICES**

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (*excluding* claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section VII) relating to the Plan's activities. The cost of these TPA services, and the administrative costs of CCAOSC, shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill. Each Participant agrees to engage, at its sole expense, a TPA for claims-related matters, the same TPA as CCAOSC has retained as TPA for the Group, and further agrees to remain with said TPA for as long as Participant remains a member of the CCAO Group Retrospective Rating Plan.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

**Section VIII: RISK MANAGEMENT SERVICES**

The Participant acknowledges that one of the goals of a group retrospective rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its

April 7, 2021

employees and to implement the Group’s model safety and claims management program, "*The CCAO 10 Step Safety Plan for County Government*". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee, including, but not limited to, completing the Claims Management and Safety Expectations Survey and working toward accomplishing all of the Claims Management and Safety Expectations. The costs for these risk management services shall be allocated, billed and paid in the same manner as described in Section VII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant’s sole expense. CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. A copy of the audit results and safety recommendations shall be provided to the Participant and to CCAOSC. Participant agrees to make a good faith effort to comply with any safety recommendations.

**Section IX: GENERAL ADMINISTRATIVE FEES**

The Participant agrees to pay the administrative fees of CCAOSC during the term of the Agreement, if any, in the manner specified in Section VII, above.

**Section X: GROUP EXECUTIVE COMMITTEE**

There is hereby established a Group Executive Committee to oversee the CCAO Group Rating Program and the CCAO Group Retro Program, which shall consist of eleven members. Two of said members shall be the President and the Secretary/Treasurer of CCAOSC. Nine members shall be representatives of CCAO Group Rating and Group Retro Plan Participants. No Participant shall have more than one member on the Group Executive Committee, and each Executive Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but

shall be an employee of the member county. A designee shall have the same powers as the appointing member.

The duties of the Group Executive Committee shall be:

- 1) to approve the selection of a TPA, as provided in Section VII hereof;
- 2) to review and approve proposed TPA fees, fees for risk management services, and general administrative fees, and to provide for the billing and collection thereof;
- 3) to determine ongoing eligibility of each Participant for continued participation in the Group; and
- 4) to perform such other acts and functions as may be necessary to the administration of the Group.

**Section XI: TERM OF AGREEMENT**

Subject to the approval of the CCAO Group Retrospective Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2022 and thereafter. CCAOSC may terminate this Agreement upon thirty (30) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Retrospective Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Retrospective Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently July 30, 2021. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Retrospective Rating Plan prior to withdrawal therefrom.

**Section XII: APPLICATIONS BY PARTICIPANT**

Initial application of a Participant shall include: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC. In order to remain eligible for Group membership, a Participant must be current in all financial obligations to CCAO and to the Group, and shall provide to CCAOSC annually, prior to the OBWC group retrospective rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC.

**Section XIII: GENERAL PROVISIONS**

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Retrospective Rating Plan. All Group Retrospective Rating Plan funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO’s other programs. The Participant is solely responsible for any assessments or premiums levied by OBWC against it. Neither the CCAO Group Retrospective Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

**Section XIV: ANTI-DISCRIMINATION PROVISION**

Per section 125.111(A) of the Ohio Revised Code, CCAOSC warrants and agrees to the following:

A. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither CCAOSC or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and

B. None of CCAOSC, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

**CCAO SERVICE CORPORATION**

Date: 3/15/2021  
John Leutz, CCAO Assistant Director

By: 

**BELMONT COUNTY**

Date: 4-7-21  
Signature of Authorized Official

By: Jerry Echemann /s/

County Name: BELMONT COUNTY Address: 101 W MAIN  
ST

City, State, Zip: ST CLAIRSVILLE OH 43950 OBWC Number:  
30700001

APPROVED AS TO FORM (if required)

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

Prosecuting Attorney

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE 2021 PARTICIPATION AGREEMENT BETWEEN THE COUNTY RISK SHARING AUTHORITY, INC. (CORSA) AND BELMONT COUNTY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into the **2021 Participation Agreement** between the County Risk Sharing Authority, Inc. (CORSA) and Belmont County Board of Commissioners, effective May 1, 2021, for a three year renewal period terminating April 30, 2024.



## 2021 PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made between the **County Risk Sharing Authority, Inc. ("CORSA")**, an Ohio corporation not for profit and the **Belmont County Board of Commissioners (the "Member")**, a political subdivision of the State of Ohio, effective as of the first day of May, 2021 but actually executed on the 7th day of April, 2021.

### **I. RECITALS**

a. The purposes of CORSA are to provide a joint self-insurance pool and to assist members, including the Member, to prevent and reduce losses and injuries to Member property, and persons and property which might result in claims being made against members of CORSA, including the Member, or their employees or officers.

b. The Member wishes to avail itself of the advantages offered by CORSA to its members. Therefore, it is the intent of the Member to join with other members of CORSA, which will continue to administer a joint self-insurance pool and use funds contributed by the members to defend and indemnify, in accordance with CORSA's Articles of Incorporation, Code of Regulations, policies and procedures, and coverage documents, any member of CORSA against stated liability or loss, to the limits as outlined in the coverage documents of CORSA. It is also the intent of the Member, as a member of CORSA, to have CORSA provide continuing stability and availability of needed coverages at reasonable costs.

c. This Agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116th General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and 3955.05 of the Ohio Revised Code. The coverage provided by CORSA is not considered and does not constitute insurance under any Ohio law.

### **II. DEFINITIONS**

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CORSA's program.

"Anniversary Date" shall mean the 1st day of May of each year.

"County Home Excess Liability Fund" shall mean the fund established by CORSA to provide for the payment of general liability and professional liability losses at county homes.

"Deductible" shall mean that portion of each loss to be paid directly by the Member, or paid by CORSA and reimbursed by the Member.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by CORSA to provide all or part of the coverages shown on Exhibit A hereto.

"Insurance Costs" shall mean the Member's share, as established from time to time by CORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

"Loss Fund" shall mean the total of each Member's Primary Loss Fund, Secondary Loss Fund, and County Home Excess Liability Fund.

"Primary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the first level of losses in excess of the Deductible.

"Primary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a primary loss fund which is a component of the joint self-insurance pool.

"Program Year" shall mean that period commencing on the Anniversary Date and each twelve-month period thereafter until the Termination Date.

"Secondary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the second level of losses in excess of the Deductible.

"Secondary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a secondary loss fund which is a component of the joint self-insurance pool.

"Termination Date" shall mean April 30, 2024.

### **III. THE MEMBER'S OBLIGATIONS**

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the Member agrees to become a member of CORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The Member further agrees:

a. To pay promptly all annual and supplementary contributions or other contributions and deductibles to CORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the CORSA Board of Directors. Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency at the bank which maintains CORSA's administrative funds. Payment will be considered delinquent 30 days following the due date.

b. To designate a voting representative and alternate in accordance with CORSA's Code of Regulations.

c. To allow CORSA and its agents, officers and employees reasonable access to all facilities of the Member and all Member records, including but not limited to financial records, as required for the administration of CORSA.

d. To allow attorneys designated by CORSA to represent the Member in the investigation, settlement and litigation of any claim made against the member within the scope of the coverage agreement furnished by CORSA.

e. To cooperate fully with CORSA's attorneys, claims adjustors and any other agent, employee or officer of CORSA in activities relating to the purposes and powers of CORSA.

f. To follow the loss reduction and prevention programs and procedures established by CORSA.

g. To comply with the CORSA Policy Statement on Local Agency Representation, as the same is in effect from time to time.

h. To report to CORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in CORSA being required to consider a claim against the Member, its agents, officers or employees or for casualty losses to Member property within the scope of coverages undertaken by CORSA.

i. To report to CORSA as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the member's exposure to accidental loss.

j. To provide CORSA annually, or more frequently if requested, with information either requested by CORSA's Excess Insurance providers or necessary to establish program costs.

k. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the CORSA Board of Directors.

### **IV. CORSA'S OBLIGATIONS**

Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CORSA agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

CORSA further agrees:

a. To carry out educational and other programs relating to risk management.

b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing Excess Insurance; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.

c. To establish reasonable and necessary loss reduction and prevention programs, policies, and procedures to be followed by the members.

d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.

e. To have an actuarial study which determines reserve adequacy, with a report being issued that is signed by a fellow of the Casualty Actuarial Society, done on an annual basis.

f. To have an annual audit of CORSA's financial records done by a qualified independent certified public accountant.

g. To carry out such other activities as are necessarily implied or required to carry out CORSA's purposes or the specific powers enumerated herein.

**V. PROGRAM DESCRIPTION**

For the term of this Agreement, CORSA intends to provide the coverages shown on Exhibit A by establishing, purchasing and maintaining:

- a. a Primary Loss Fund
- b. a Secondary Loss Fund
- c. a County Home Excess Liability Fund (if applicable)
- d. Excess Insurance

The amounts necessary to fund the Primary Loss Fund, the Secondary Loss Fund, and the County Home Excess Liability Fund (if applicable) will be established annually by the CORSA Board of Directors, with the input of its insurance and actuarial advisors. The CORSA Board of Directors also intends to purchase Excess Insurance to provide a portion of the coverages shown on Exhibit A.

Notwithstanding the above, the Board may modify the program structure from time to time, as to any or all members, if it determines, in its discretion, that a modification is in the best interests of the program and the members. However, any such modification will not result in a decrease in the coverages listed in Exhibit A hereto and provided to the members, unless such coverages are no longer legally available or are no longer available at a reasonable cost.

**VI. MEMBER'S CONTRIBUTIONS**

The Member's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;
- b. its annual Primary Loss Fund Contribution;
- c. its annual Secondary Loss Fund Contribution;
- d. its annual County Home Excess Liability Fund contribution (if applicable);
- e. its annual Insurance Costs; and
- f. its annual Administration Costs.

The Member understands that the cost components set forth in items a. through f., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The Member further understands that its share of the cost has been computed by CORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a manner without an economic basis.

**VII. LOSS FUND EQUITY**

Subject to the provisions of Article X regarding the dissolution of CORSA, the Member's share of any Member equity in any expiring Program Year's Loss Fund will become an asset of CORSA, to be used and applied for the purposes of the program established by this Agreement as the Board directs.

The Board may from time to time make a determination as to the amount (if any) of Loss Fund equity which may be released to the Member. As to any Loss Fund equity so released, the Board may either distribute such amount in cash to the Member or apply such amount as a credit against the Member's obligations under this Agreement. The decision to make any such distribution, the form of any such distribution (e.g. cash distribution or credit against the cost of the program), and the method of determining the Member's share of any such distribution will be in the sole discretion of the Board.

**VIII. TERM OF AGREEMENT: WITHDRAWAL BY MEMBER**

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of May, 2021 and shall terminate as of the Termination Date.

The Member, at its option, may terminate this Agreement and withdraw from the joint self-insurance pool on any Anniversary Date, by delivering written notice of withdrawal to CORSA at least 120 days prior to such Anniversary Date, provided that upon withdrawal, all unpaid contributions of the Member required by Article VI of this Agreement, through the year expiring on the day preceding the Anniversary Date of withdrawal, shall immediately become due and payable.

If the Member withdraws prior to the Termination Date, it shall nevertheless remain liable for, and within 30 days of its receipt of an invoice from CORSA shall pay, all of its remaining Primary and Secondary Loss Fund Contributions through the Termination Date. Such Primary and Secondary Loss Fund Contributions for any remaining Program Years until the Termination Date are deemed to be in the same amount as the Member's Primary and Secondary Loss Fund Contributions for the year of the Member's withdrawal.

If the Member withdraws from CORSA, the Member's portion of any Loss Fund equity shall remain with and become the sole property of CORSA.

**IX. EXPULSION**

a. By a two-thirds (2/3) vote of the CORSA Board of Directors, the Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such vote, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then-current Ohio statutes or regulations:

- (i) Failure to make any payment due to CORSA.
- (ii) Failure to undertake or continue loss reduction and prevention procedures adopted by CORSA.
- (iii) Failure to allow CORSA reasonable access to all facilities and records of the Member necessary for proper administration of CORSA.
- (iv) Failure to fully cooperate with CORSA's attorneys, claims adjusters or other agent, employee or officer of CORSA.
- (v) Failure to carry out any obligation of the Member which impairs the ability of CORSA to carry out its purpose or powers.
- (vi) Any other reason permitted by Ohio statute or regulation.

b. The Member may not be expelled except after notice from the Board of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any final decision; such hearing shall be held within fifteen (15) days after the expiration of the time to cure has passed. The Board shall provide all members with written notice of the hearing date at least seven (7) days prior to the hearing date. At the hearing, the Member affected may present its case. A decision by the Board of Directors to expel the Member after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the Member shall be liable for any unpaid contributions, including Primary and Secondary Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future. The Member's portion of any Loss Fund equity shall remain with CORSA.

**X. DISSOLUTION**

Upon the final dissolution of CORSA any funds which remain, unencumbered, after all claims and all other CORSA obligations have been paid shall be distributed only to the entities which are members of CORSA immediately prior to its dissolution. If the Member is a member of CORSA immediately prior to its dissolution, the Member's share of such remaining funds shall be determined by multiplying a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the Member pursuant to this Participation Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all entities which are members of CORSA immediately prior to its dissolution, times the amount of remaining funds.

**XI. NO IMPLIED RIGHT TO CONTINUE AS MEMBER.**

Nothing in this Agreement shall be construed to grant to the Member any right to continue as a Member of CORSA after the earliest of the Member's withdrawal pursuant to Article VIII of this Agreement, its expulsion pursuant to Article IX of this Agreement, or the Termination Date. CORSA reserves the right to decline to quote coverage to the Member for any subsequent term of this Agreement.

**XII. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY**

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are counties, joint correctional facilities, or public authorities within the State of Ohio. It is the intent of the Member that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the Member or its employees by any law.

**XIII. ANTI-DISCRIMINATION PROVISION**

Per section 125.111(A) of the Ohio Revised Code, CORSA warrants and agrees to the following:

- a. In the hiring of employees for the performance of work under this Participation Agreement or any subcontract hereunder, neither CORSA or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and
- b. None of CORSA, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

**XIV. MISCELLANEOUS**

a. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail or electronic mail, addressed as follows:

If to the Member:  
Belmont County Board of Commissioners  
101 W Main St.  
St. Clairsville OH 43950  
If to CORSA:  
County Risk Sharing Authority, Inc.  
209 E. State St.  
Columbus OH 43215  
Email: sbarbosky@ccao.org

The Member and CORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

- b. *Amendments, Changes and Modifications.* This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the Member and CORSA.
- c. *Severability.* In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.
- d. *Governing Law.* This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Member and CORSA have executed this Agreement as of the date first above written.

**COUNTY RISK SHARING AUTHORITY, INC.**



By:

**COUNTY OF BELMONT**

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

APPROVED AS TO FORM  
David K. Liberati /s/ Assist. P. A.  
Prosecuting Attorney

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROPOSAL FROM PROFESSIONAL SERVICE INDUSTRIES, INC./WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign a proposal from Professional Service Industries, Inc., to provide construction materials testing and inspection services for Belmont County Water & Sewer District's new water plant, based upon the recommendation of Kelly Porter, Director.

*Note: The services will be provided on a unit-price basis.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MASTER SERVICES AGREEMENT  
WITH HULL & ASSOCIATES, LLC/FLOODPLAIN ADMINISTRATOR**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Master Services agreement with Hull & Associates, LLC, for engineering services to act in a limited capacity as the floodplain administrator, as needed, in the estimated cost not to exceed \$10,000.00.

**CONTRACT # CNTRCT.300.4261  
MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

Consultant: Hull & Associates, LLC  
156 Woodrow Avenue, Suite 3  
St. Clairsville, OH 43950

Client: Belmont County Commissioners  
101 West Main Street  
St. Clairsville, OH 43950

Whereas, Belmont County Commissioners, hereafter referred to as the Client, wish to retain Hull & Associates, LLC, hereafter referred to as the Consultant, to provide professional services as an independent contractor, and as outlined in Section II of this document, the Client and the Consultant have agreed to the conditions under which such services shall be provided as follows:

**I. GENERAL CONDITIONS**

- 1.0 The Consultant shall:
- 1.1 When requested by the Client, select its subcontractors and material vendors as necessary to conduct the project as outlined in the Scope of Work.
  - 1.2 Review project-related costs incurred for services performed by project contractors, subcontractors, and material vendors as provided for in the Scope of Work.
  - 1.3 Notify the Client in writing and execute a Task Order as described in Section II regarding the specifics and estimated costs of any additional work that is identified during the course of the project and is deemed necessary to meet project goals. This includes any additional work that will be performed by the Consultant or its subcontractors.  
  
No written agreement shall be required for the performance of field investigation activities where additional work may be necessary to complete previously identified tasks as a result of unanticipated or unidentified conditions including, but not limited to, the presence of unidentified or mislocated buried utilities, structures, or objects, and unanticipated hazardous materials. The Consultant shall notify the Client as soon as possible when additional work is required as a result of such circumstances. The Consultant shall be compensated for this additional work in accordance with Section III of this document.
  - 1.4 Coordinate project activities with the Client and/or any other specifically identified representative of the Client.
  - 1.5 Provide the Client with copies of relevant correspondence, plans, drawings, reports, etc., pertaining to the completion of this project, as requested. Consultant shall retain a copy of project files for its records. This provision shall survive suspension or termination of this Agreement.
  - 1.6 Consultant agrees to treat all maps, data, reports, documents, and other information, either generated by Consultant or provided to Consultant by Client, as confidential. The Consultant shall immediately notify Client of any request by any third party for information regarding the Client or the project. The Consultant shall not be liable for disclosure of such confidential information if required by law, pursuant to a legally binding court order or subpoena duly issued by a court of competent jurisdiction, or already available in the public domain. This term shall survive any suspension or termination of this Agreement.

- 1.7 When included in the scope of work for a specific project, Consultant will provide an opinion of the probable construction cost to implement the work recommended by the Consultant. Consultant is not a professional cost estimator or construction or remediation contractor, nor should Consultant's rendering an opinion of probable construction cost be considered equivalent to the nature and extent of service a professional cost estimator or construction or remediation contractor would provide. Consultant's opinion will be based solely upon its experience or knowledge of similar work and will rely upon a number of assumptions regarding site conditions, methods of construction, and a number of other factors over which Consultant has no control.

2.0 The Client agrees:

- 2.1 To place at the Consultant's disposal available information within the reasonable knowledge of the Client which is pertinent to the project described under Section II, including previous reports and related documentation, information regarding past operating practices, and any other data relevant to design or construction activities at the project location.
- 2.2 To arrange for the right of entry by the Consultant upon the site as reasonably required for the Consultant to perform services necessary to complete the project.
- 2.3 To furnish the Consultant, prior to implementing subsurface investigations, information, in the possession of or known by the Client, identifying the location of buried utilities, structures, or other objects. In addition, the Consultant or its subcontractor, if applicable, will contact the appropriate utility location services to verify these locations and possibly identify other buried utilities that may exist at the site. Based on this information, the Consultant will take precautions in locating surface penetrations to avoid damaging said buried objects. The Consultant is not responsible for damage of buried utilities, structures, or other objects that were known to exist by the Client but not called to the Consultant's attention, were inaccurately located on the plans furnished to the Consultant, or were inaccurately located in the field by others not under contract with the Consultant.
- 2.4 To compensate the Consultant as stipulated under Section III of this document.
- 2.5 That no provisions of this Agreement or future amendments thereto, shall prevent the Consultant from practicing within the ethical and professional standards of the Consultant's profession.

**II. SCOPE OF WORK**

The Consultant shall prepare a Scope of Work and cost estimate (Proposal) for each project governed by this Agreement. A Task Order form (Attachment A) shall be completed for each project, which references the Proposal and this Agreement, and shall be signed by the Client to acknowledge acceptance prior to proceeding with the project. The Scope of Work for specific projects may be amended as agreed upon by the Client and Consultant, in which case a new Task Order form defining the scope and cost of additional work shall be completed and signed by the Client.

**III. COMPENSATION**

The Consultant agrees to perform the work based on the fee schedule included in the Proposal for each task order or as agreed upon by the Client and Consultant in the case of additional work as outlined in Section I, 1.3. Invoices will be issued monthly throughout the duration of the project, payable within thirty days of the invoice date. For payables delinquent over thirty days, Client shall pay Consultant for costs of collecting payment including interest, collection fees and other reasonable expenses. Consultant retains the right to suspend work on a project in case of non-payment by Client in accordance with Section VI.

IV. RISK ALLOCATION

~~1.0~~ Indemnification

- ~~1.1~~ Except as provided herein, the Client agrees to indemnify and hold the Consultant harmless from and against any and all losses, costs, damages, expenses (including reasonable attorney's fees and/or costs of defense and/or settlement) or liabilities which the Consultant may suffer or sustain or be liable for and from and against any and all claims, demands and suits for injury or death to any person, including employees of the Consultant, and the Client, and for damage to and destruction of property, including property of the Client, and the Consultant, to the extent caused by the willful misconduct or negligent acts or omissions of the Client or their employees arising out of or in connection with the work performed hereunder and/or due to existing site conditions, except to the extent related to or arising out of the negligent acts or omissions or willful misconduct of the Consultant.
- ~~1.2~~ Except as provided herein, the Consultant agrees to indemnify and hold the Client harmless from and against any and all losses, costs, damages, expenses (including reasonable attorney's fees and/or costs of defense and/or settlement) or liabilities which the Client may suffer or sustain or be liable for, and from and against any and all claims, demands, and suits for injury or death to any person, including employees of the Client and the Consultant, and for damage to and destruction of property, including property of the Client and the Consultant, to the extent caused by the willful misconduct or negligent acts or omissions of the Consultant, its employees or its subcontractors, arising out of or connected with the work performed hereunder.
- ~~1.3~~ The Client and the Consultant agree that where negligent acts or omissions of the Consultant and the Client are jointly responsible for any liability under the foregoing indemnities, each will indemnify the other on a comparative responsibility basis under comparative negligence principles.
- ~~1.4~~ In no event shall either the Client or the Consultant be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by a breach of contract, willful misconduct, negligent act or omission, or other wrongful act, whether professional or non-professional, of either of them or their employees.

~~12.0~~ Limitation of Liability

- ~~21.1~~ The Consultant shall undertake and perform the work in accordance with the standard of care and limitations described in Section VIII. Consultant's liability to Client for any negligent acts or omissions in relation to performing the services as outlined in the Scope of Work or any additional work shall be limited to the insurance limits described in Attachment B.

~~23.0~~ Claims

- ~~2.1~~ Should Client make a claim against Consultant for any reason relating to the services performed under this Agreement, Client agrees that such claim shall be made within two years after the substantial completion of work, or the Consultant shall have no liability to the Client regarding such claim. ~~If Client makes a claim against Consultant, which is ultimately settled in favor of the Consultant, the Client shall reimburse Consultant for all reasonable legal defense costs incurred as a result of the claim.~~

2.2 Should Consultant make a claim against Client for any reason relating to the services performed under this Agreement, Consultant agrees that such claim shall be made within two years after the substantial completion of work, or the Client shall have no liability to the Consultant regarding such claim. ~~If Consultant makes a claim against Client, which is ultimately settled in favor of the Client, the Consultant shall reimburse Client for all reasonable legal defense costs incurred as a result of the claim.~~

V. ELECTRONIC DATA

- 1.1 Electronic data transferred to the Consultant from the Client or to the Client from the Consultant, including their independent contractors or agents, is transmitted solely as a convenience to the recipient and shall not be considered "Record Documents". All documents considered "Record Documents" shall be in printed form ("hard copies") and shall be referred to and shall govern in the event of any inconsistency between the hard copy and the electronic data.
- 1.2 In the event the electronic data provided for a specific project is altered in any way, in whole or in part, whether intentionally or unintentionally, or the data is used as part of a future project, the Client agrees to indemnify, defend, protect and hold harmless the Consultant from and against any and all losses, costs, damages, expenses (including reasonable attorney's fees and/or costs of defense and/or settlement) or liabilities which the Client may suffer or sustain or be liable for, and from and against any and all claims, demands, and suits for injury or death to any person, including employees of the Client and the Consultant, and for damage to and destruction of property, including property of the Client and the Consultant.
- 1.3 The Consultant makes no warranty as to the compatibility of the electronic data for any operating system, software, or software version other than that stated in a specific project Scope of Work agreed to by the Client and Consultant.
- 1.4 Electronic files are subject to deterioration due to circumstances including, but not limited to, age, magnetic fields, extreme temperatures, erasure, and alteration whether inadvertent or otherwise. In addition, software and hardware systems can become obsolete. By accepting electronic data, the Client acknowledges these risks and agrees to waive any and all claims against the Consultant in the event such deterioration or alteration occurs.

VI. SUSPENSION/TERMINATION

The Client shall retain the privilege of suspending work or terminating this Agreement at any point during the completion of the project; however, it is agreed that if the project is suspended or terminated, the Client shall give Consultant ten days written notice and shall pay the Consultant for all work completed to the effective date of suspension or termination, whether billed or unbilled, including all costs incurred from subcontractor efforts and other direct costs, prior to the effective date of termination, whether billed or unbilled.

The Consultant shall retain the privilege of suspending work or terminating this Agreement at any point during the completion of the project in the event that unanticipated hazardous substances are discovered on the property during the performance of the work, or if Client is in breach of contract, including non-payment of fees or failure to cooperate in providing Consultant information or access to property as outlined in Section I of this Agreement. Consultant shall notify Client in writing regarding suspension or termination of this Agreement, provided, however, that such notification does not relieve the obligation of the Client to pay for services completed by the Consultant up to the date notice of suspension or termination is given.

**VII. AMENDMENT**

Any changes to this Agreement shall be in writing and identified as amendments to this Agreement. Such amendments shall be executed by both parties.

**VIII. STANDARD OF CARE AND LIMITATIONS**

The Consultant shall perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of Consultant's profession practicing in the same or similar locality at the time of service. No other warranty, expressed or implied, is made or intended by our proposal or by our oral or written reports. Conclusions presented by the Consultant regarding the site to be investigated shall be consistent with the Scope of Work, level of effort specified and investigative techniques employed. Reports, opinions, letters, and other documents will not evaluate the presence or absence of any compound or parameter not specifically analyzed and reported. The Consultant makes no guarantees regarding the completeness or accuracy of any information obtained from public or private files or information provided by subcontractors.

**IX. ASSIGNMENT**

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party, except that the Consultant may use the services of persons and entities not in its employ, when it is appropriate and customary to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories.

**X. DISPUTE RESOLUTION**

If a dispute between parties shall occur, either party shall first notify the other party in writing of the dispute and both parties shall attempt to resolve the dispute through direct correspondence. If the dispute remains unresolved after reasonable attempts to reach an agreement, the parties shall submit the issue to alternative dispute resolution in Columbus, Ohio, in accordance with the then-most current rules of the American Arbitration Association, unless parties mutually agree otherwise.

**XI. GOVERNING LAW**

This Agreement is to be governed by laws of the State of Ohio.

**XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement and understanding, whether written or oral, relating to the subject matter of this Agreement.

**XIII. SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be stricken from the Agreement, and all remaining provisions shall remain in full force and effect as if the stricken provision had never been part of this Agreement.



The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Agreement.

**Hull & Associates, LLC**  
156 Woodrow Avenue, Suite 3  
St. Clairsville, OH 43950  
740-217-7685

by: \_\_\_\_\_

Name: David L. Richards

Title: Vice President

Date: \_\_\_\_\_

**Belmont County Commissioners**  
101 West Main Street  
St. Clairsville, OH 43950  
740-699-2155

by: X Jerry Echemann X J.P. Dutton

Name: JERRY ECHEMANN J. P. DUTTON

Title: PRESIDENT MEMBER

Date: 4-7-2021

APPROVED AS TO FORM:  
David L. Richards Assist. P.A.  
PROSECUTING ATTORNEY

ATTACHMENT A  
FOR  
MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES  
  
HULL & ASSOCIATES, LLC

TASK ORDER NO: 001  
HULL PROJECT CODE: BCC001  
CONTRACT NUMBER: CNTRCT.300.4261

Subject to the terms and conditions of the above referenced Contract, the Consultant agrees to perform the following Scope of Work as described in Hull's proposal for Engineering Services dated April 1, 2021.

Engineering Services to act in a limited capacity as the floodplain administrator \$10,000

ESTIMATED TOTAL COST: \$ 10,000

HULL PROJECT CONTACT: AJ Smith, P.E.

CLIENT PROJECT CONTACT: J.P. Dutton

HULL AUTHORIZATION: AJ Smith DATE: 4-8-21

CLIENT AUTHORIZATION: Jerry Echemann DATE: 4-7-2021

[Signature] X [Signature]  
(Please return one signed original to Hull's Project Contact and retain one signed original for Client's records)

HULL & ASSOCIATES, LLC  
ST. CLAIRSVILLE, OHIO  
  
MARCH 2021  
BCC001.0001

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING ESTIMATE FROM  
H-M COMPANY/JAIL

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the estimate from H-M Company in the amount of \$1,363.34 to provide a motor and two (2) lint bags for a dryer at the Belmont County Jail; installation of motor is included.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**-Richard Hord, Martins Ferry, inquired if there was any update on the potential cracker plant. Mr. Echemann said about 1 ½ months ago PTT said a decision would be made soon. Mr. Meyer said they are still optimistic. From some of the updates they have been given the company is still working diligently behind the scenes to obtain some more partnerships.

Mr. Hord asked if the injection well at Route 331/Interstate 40 is a done deal. Mr. Echemann said it looks to him that it is over the board’s objection. Mr. Dutton said the well has to prove out, they are drilling the well, but the geology has to match up with what they think is going to accept injections. He added it doesn’t necessarily mean it’s a done deal in terms of it will be operating there for years to come. They have to finish the drilling process and see what the results are before moving forward to the next step with the Ohio Department Resources.

**RECESS**

**9:30 Sexual Assault Awareness and Prevention Month Proclamation**  
**Tri-County Help Center-Cathy Campbell, Exec. Director, JaQue Galloway, Program Facilitator, Eddie Carpenter, Legal Advocate and Selena Campbell, Shelter Coordinator**  
Ms. Galloway said Tri-County Help Center covers Belmont, Harrison and Monroe counties. Sexual assault is the least reported crime in Ohio and COVID has made it more difficult to seek support. They have been working on more of an online presence. Ms. Campbell said they have continued to provide services throughout the pandemic, but referrals are not happening as much. Ms. Galloway said consultants are available 24/7 along with their helpline.

**IN THE MATTER OF ADOPTING PROCLAMATION**  
**RECOGNIZING SEXUAL ASSAULT AWARENESS MONTH**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the proclamation designating April as Sexual Assault Awareness and Prevention Month.

***PROCLAMATION DECLARING APRIL***  
***SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH***

WHEREAS, sexual assault affects women, men, and children of all social, racial, religious, ethnic, socioeconomic, and age groups. Taking many forms, sexual violence can include incest, child abuse, commercial sex trafficking, sexual harassment, stalking, and acquaintance, stranger, spousal, and gang rape, and over seventy percent of these crimes are committed by individuals known to the victim; and  
WHEREAS, along with the immediate physical and emotional costs of sexual assault, the victims can have such adverse consequences as post-traumatic stress disorder, substance abuse, major depression, homelessness, eating disorders, and suicide, providing that sexual assault survivors suffer from emotional scars long after the physical scars have healed; and  
WHEREAS, Sexual Assault Awareness Month calls attention to the fact that rape, sexual assault, and sexual harassment harm our community and impacts everyone; every 73 seconds in America someone is sexually assaulted, and every 9 minutes that victim is a child; and  
WHEREAS, child sexual abuse prevention must be a priority to confront the reality that 1 in 6 boys and 1 in 4 girls will experience a sexual assault before age 18 and youth ages 16-19 were 4 times more likely to be victims of rape or sexual assault; and  
WHEREAS, on campus, 1 in 5 women and 1 in 16 men are sexually assaulted during their time in college; and  
WHEREAS, statistics show 1 in 4 women and 1 in 33 men will be raped at some point in their lives; and 1 in 3 women and 1 in 6 men will experience some form of sexual assault over lifetime; and  
WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and  
WHEREAS, we are calling on new partners and community members to help expand sexual assault prevention efforts and ensure that the next generation fosters attitudes that support and promote healthy relationships, equality for all people, and respect for self and others creating a safer environment for all.  
NOW, THEREFORE, BE IT RESOLVED, that we, the members of Belmont County Commissioners, in adopting this Resolution, recognize April 2021 as Sexual Assault Awareness and Prevention Month and urge all residents of Belmont County to take part in appropriate programs and activities in support of this special observance.  
Adopted this day the 7th of April, 2021.

**BELMONT COUNTY COMMISSIONERS**  
*Jerry Echemann /s/*  
*Josh Meyer /s/*  
*J. P. Dutton /s/*

Upon roll call the vote was as follows:

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

**RECESS**

**9:45 Mike Schlanz, Ohio Means Jobs-Belmont County, Bradley Wells, Business Outreach Executive, Workforce Development Area 16 and Jeff Felton, Department of Job & Family Services Director**  
**Re: Ohio Valley Job Fair update and Workforce Development update**  
Mr. Schlanz said, “We are having employers call us, posting jobs, but it’s like everybody, no matter where you are in the state, you have trouble finding people.” He added they have been open the whole time since the pandemic started, but their job seeker foot traffic has dropped off and no one is really looking for work. He is hoping this will change in the coming months. Mr. Schlanz said people are applying for training and getting a commercial drivers license is the most popular. He said the summer employment program for youth will be starting soon. “We’re hoping for more participation than last year due to the pandemic. They just have to follow some protocol that’s mandated by the employer that varies from employer to employer,” said Mr. Schlanz.

Mr. Wells said Belmont County is holding virtual job fairs due to the pandemic. Previously they were held in person. He said the available jobs are mostly in the health care, engineering and marketing fields.

**RECESS**

**10:15 Larry Merry, Belmont County Port Authority Director**  
**Re: Broadband**

Present: Larry Merry, Belmont County Port Authority Director; Sherri Butler, Belmont County Port Authority Assistant Executive Director; Attorney Michael Wise, McDonald Hopkins; Nicholas Hunter, Fiber Capital Partners and Tim Berelsman, CEO Ohio GIG  
Mr. Merry said Port Authority has been working a long time to improve internet access in Belmont County. He said Mike Wise introduced him to a client of his who built a state of the art system in their community. Mr. Hunter said only seven counties in Ohio have true fiber to home internet which provides a future solution to something that grows every year. He said to build schools and bring businesses in you need the proper data structure. He feels they can bring this opportunity to Belmont County at no cost to the county. Mr. Berelsman said they plan on building a network to connect communities and form a network that will be sustainable for the future. This will help bring employment and anchor infrastructure to the community. They have already done a high level design of Belmont County which lays out fiber to reach every corner of the county with 3,400 serviceable sites. The total project is being estimated between \$150 million to \$160 million to bring a fiber infrastructure to the county that is built underground to make sure it is highly reliable and delivers gigabit speeds for the future. They will also be building a business in the county that will employ local people. He noted the first area they will work on getting service to is Union Township which is the highest area of need. Mr. Merry said this will bring a state of the art system to Belmont County. Mr. Dutton said a lot of

work is going on behind the scenes every single day. He said broadband is a priority of the board, but it is a hard issue and they have tried to be transparent with all providers over the past few years. “We want a better quality of life for our residents. We want our children, that are now competing globally, more so than anyone has before, to have those advantages here locally. It’s also obviously about business development,” said Mr. Dutton.

RECESS

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:29 A.M**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Dwayne Pielech, Senior Services of Belmont County Executive Director and Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment and dismissal of public employees.

Upon roll call the vote was as follows:

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

Mr. Pielech left executive session at 12:07 p.m. and it continued.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:21P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 12:21 p.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are two motions for the board to consider.

**IN THE MATTER OF APPROVING THE TERMINATION OF ROBERT ADAMS, PART-TIME NUTRITION DRIVER/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the termination of Robert Adams, part-time Nutrition Driver at Senior Services of Belmont County, effective April 9, 2021, based on his supervisor’s recommendation and to direct his supervisor to notify Mr. Adams of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TERMINATION OF DANI SIMMONS, FULL-TIME LPN/JAIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the termination of Dani Simmons, full-time Licensed Practical Nurse at the Belmont County Jail, effective April 9, 2021 based on her supervisor's recommendation and to direct her supervisor to notify Ms. Simmons of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:22 P.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 compensation of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:25 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 1:25 p.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are no motions for the board to consider.

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 2:10 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 2:10 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 14th day of April, 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