

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 \$944,881.01

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-0257-A015-A15.074 Transfers Out	E-0250-A006-H05.000 Contract Serv-Ambo	\$136,700.00

N45 ROADWAY IMPROVEMENTS/ENGINEER

FROM	TO	AMOUNT
E-9045-N045-N15.055 PID #108715	E-9045-N045-N50.055 FEMA Projects	\$101,360.38
E-9045-N045-N22.055 PID #108722	E-9045-N045-N14.055 PID #108714	\$6,052.35
E-9045-N045-N22.055 PID #108722	E-9045-N045-N16.055 PID #108716	\$32,341.10
E-9045-N045-N22.055 PID #108722	E-9045-N045-N18.055 PID #108718	\$11,333.25
E-9045-N045-N23.055 PID #108723	E-9045-N045-N18.055 PID #108718	\$4,941.65
E-9045-N045-N23.055 PID #108723	E-9045-N045-N27.055 PID #113457	\$7,259.69
E-9045-N045-N25.055 PID #108725	E-9045-N045-N19.055 PID #108719	\$13,942.85
E-9045-N045-N25.055 PID #108725	E-9045-N045-N20.055 PID #108720	\$30,274.75
E-9045-N045-N25.055 PID #108725	E-9045-N045-N27.055 PID #113457	\$2,770.87
E-9045-N045-N25.055 PID #108725	E-9045-N045-N50.055 FEMA Projects	\$1,913.73
E-9045-N045-N26.055 PID #110724	E-9045-N045-N19.055 PID #108719	\$57,359.86

W20 LAW LIBRARY

FROM	TO	AMOUNT
E-9720-W020-W02.002 Salary	E-9720-W020-W03.003 PERS	\$249.86
E-9720-W020-W02.002 Salary	E-9720-W020-W05.005 Medicare	\$11.54

W81 D.R.E.T.A.C./PROSECUTORS EXP.

FROM	TO	AMOUNT
E-1510-W081-P04.000 Other Expenses	E-1510-W081-P07.006 Hospitalization Ins.	\$1,760.46

Y91 EMPLOYERS SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Fund	\$415.14

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:

A00 GENERAL FUND AND B00 DOG & KENNEL FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1600-B000-B11.574 Transfers In	\$62,500.00

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:

K00 M.V.G.T. FUND AND O39 BOND RETIR/ENGINEERS

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfers Out	R-9218-O039-O05.574 Transfers In	\$9,447.29

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 28, 2021:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

<u>A00 General Fund</u>		
E-0021-A002-E03.000	Supplies	\$127.93
<u>N45 Roadway Improvements</u>		
E-9045-N045-N14.055	PID #108714	\$112,947.65
E-9045-N045-N15.055	PID #108715	\$133,360.38
E-9045-N045-N16.055	PID #108716	\$142,658.90

E-9045-N045-N18.055	PID #108718	\$99,725.10
E-9045-N045-N19.055	PID #108719	\$181,697.29
E-9045-N045-N20.055	PID #108720	\$39,725.25
E-9045-N045-N22.055	PID #108722	\$59,726.70
E-9045-N045-N23.055	PID #108723	\$22,201.34
E-9045-N045-N25.055	PID #108725	\$58,902.20
E-9045-N045-N26.055	PID #110724	\$63,359.86
E-9045-N045-N27.055	PID #113457	\$198,969.44

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 4, 2021****

T11 BEL. CO COMMISSIONERS/C.D.B.G.

E-9702-T011-T02.000	Home Grant-Monies from HUD	\$2,339.54
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****APRIL 28, 2021****

A00 GENERAL FUND

E-0170-A006-G12.000	Indigent Clients-Payment to State	\$1,620.00
E-0257-A015-A14.000	Attorney Fees	\$405.00

E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,174.70
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E11 9-1-1 WIRELESS FUND

E-2301-E011-E01.011	Contract Services	\$8,852.32
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S12 PORT AUTHORITY

E-9799-S012-S07.000	Professional Services	\$292.00
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S60.000	Maintenance & Repair	\$7,530.00
E-8010-S030-S65.000	Indirect Costs	\$21,830.00

W20 LAW LIBRARY

E-9720-W020-W03.003	PERS	\$500.00
E-9720-W020-W05.005	Medicare	\$50.00
E-9720-W020-W07.010	Supplies	\$14,425.39

SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000	Medical	\$449.92
E-0131-A006-A10.000	Transport	\$200.00
E-0131-A006-A17.010	Cruisers	\$100.00
E-0131-A006-A23.000	Background	\$247.00
E-0131-A006-A24.000	E-SORN	\$525.00
E-1652-B016-B02.000	DUI	\$60.00
E-5100-S000-S01.010	Commissary	\$16,976.70
E-5101-S001-S06.000	CCW License	\$1,810.00
E-5101-S001-S07.012	CCW Equipment	\$2,280.00
E-9710-U010-U06.000	Reserve	\$1,502.91

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 28, 2021 meeting date:

O39 BOND RETIR/ENGINEERS

E-9218-O039-O10.050	USDA Principal Bond Pymt	\$7,600.00
E-9218-O039-O11.051	USDA Interest Bond Pymt	\$1,847.29

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:
WATER & SEWER DISTRICT-Jeff Azallion to Cambridge, OH, on April 30, 2021, to pick up parts from Southeastern Equipment. A county vehicle will be used for travel.

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 April 21, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL FROM CHIME MASTER/
BELMONT COUNTY COURTHOUSE CLOCK TOWER**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept proposal from Chime Master in the amount of \$8,500.00 to provide labor and material for necessary repairs and upgrades on the Belmont County Courthouse clock tower.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL #21-116 FROM
BUCKEYE MECHANICAL CONTRACTING, INC/HEALTH DEPARTMENT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept proposal #21-116 from Buckeye Mechanical Contracting, Inc., in the amount of \$5,780.00 to furnish labor, material and equipment to repair broken underground sanitary at the Belmont County Health Department.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE SUBSIDY GRANT AGREEMENT
FOR BELMONT COUNTY ADULT PROBATION DEPARTMENT WITH OHIO
DEPARTMENT OF REHABILITATION AND CORRECTION**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into the *Subsidy Grant Agreement for Belmont County Adult Probation Department* with the Ohio Department of Rehabilitation and Correction, on behalf of the Belmont County Adult Probation Office, for probation services in a maximum amount of \$300,000.00 effective April 28, 2021 to June 30, 2023.

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT for BELMONT COUNTY
Adult Probation Department

THIS SUBSIDY PROBATION FUNDING GRANT AGREEMENT (hereinafter referred to as “Agreement”), pursuant to authority in Section 2301.32 of the Ohio Revised Code (hereinafter referred to as “RC”), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services (hereinafter referred to as “Grantor”), located at 4545 Fisher Road, Suite D, Columbus, Ohio and Belmont County (hereinafter referred to as “Grantee”), located at 103 North Market Street, St. Clairsville, Ohio. The Grantor and the Grantee are hereinafter collectively referred to as the “Parties” and separately known as the “Party”.

WHEREAS pursuant to RC 2301.32, as amended by H.B. 166, 133rd General Assembly, the Grantor is authorized to offer a county funding for probation services in lieu of an agreement for the Grantor to provide community control services, provided that the general assembly has appropriated sufficient funds for that purpose

WHEREAS, the purpose of this grant is to provide funds to Grantee to enable it to establish and operate full supervision for offenders under community control within its jurisdiction;

WHEREAS, Grantee herein accepts funds in lieu of the Grantor providing community control services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Funds: The Grantor awards to the Grantee a maximum amount of **Three Hundred Thousand dollars (\$300,000.00)** (hereinafter referred to as “Funds”), to be paid in up to eight equal installments of **\$37,500.00**. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended.

The program's tax identification number is _____.

2. Term: This Agreement is effective as of the signature date of this document and shall terminate on June 30, 2023. The Parties agree that upon the Grantee’s previous acceptance of Funds, the Grantor discontinued all supervision duties for offenders under community control within its jurisdiction, to include but not limited to treatment in lieu, judicial release, diversion programs, or other probation supervision. The Parties further agree that Grantee has no obligation to provide community control services for the Grantor unless the Parties enter into a new agreement for Grantor to provide such services to Grantee.

3. Appropriation: Grantee understands that availability of Funds is contingent on appropriations made by the Ohio General Assembly’s appropriation of the **Community Non-Residential Felony Programs subsidy (407)**. Furthermore, the obligations of the Grantor under this agreement are subject its determination that sufficient funds have been appropriated by the General Assembly to the for the

purposes of this agreement and certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.

4. Termination: Grantee may terminate Agreement only upon giving written notice of termination to Grantor by certified US Mail that includes a resolution to the same effect. The effective date of the termination shall be at the end of the state fiscal biennium, **June 30, 2023**. Upon termination, Grantee may be required to refund to the Grantor any Funds awarded to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

The parties further agree that any termination of this agreement does not allow the Grantor to re-initiate the provision of community control services to the Grantee unless the Parties enter into an agreement for Grantor to provide such services.

5. Staffing: None of the persons who will staff and operate the community control services, including those who are receiving some or all of their salaries from the Funds are not to be considered as employees of the Ohio Department of Rehabilitation and Correction.

6. Dispute Resolution: The Grantor’s Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions shall attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If such a dispute or breach is not settled, the Grantee may engage the Grantor’s Deputy Director of DPCS for dispute resolution.

7. Grant Manual: The Grantee agrees to manage and account for Funds in accordance with the Grantor’s “Probation Services Grant Financial Guidelines.” These guidelines are attached hereto as Exhibit “A” and incorporated by reference herein. The Grantee shall determine a designee to serve as the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight, including monitoring and reviewing the expenditures of Funds every six months. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.

8. Program Reporting: The Grantee shall prepare and submit to the Grantor the following reports:

- A. **Expenditures:**
 - 1. **Bi-annual Expenditure Report:** The bi-annual expenditure report, attached hereto as Exhibit “B” and incorporated by reference herein, shall include financial information for expenditures that relate to Program Services. This report shall be submitted thirty (30) days after the end of each bi-annual period per the probation services financial guidelines. Grantee shall provide supporting documentation of expenditures in the report if requested by the Grantor.
 - 2. **Final Expenditure Report:** The final expenditure report, attached hereto as Exhibit “B” and incorporated by reference herein, is due by **February 15, 2024**. The final year-end expenditure report shall be completed only when all grant funds have been completely expended, or by **February 15, 2024**.
- B. **Additional Information:** Grantee shall cooperate with Grantor and provide any additional information as may be required by Grantor in administering the grant program. Failure to

comply with any of these report requirements or other instructions or requests for relevant information by the Grantee may result in the withholding of Funds until such time as Grantee so complies.

9. Compliance: All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor there is a financial or fiscal audit disclosure involving misuse of Funds.

10. Ohio Ethics and Conflict of Interests: Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

Grantee agrees to refrain from promising or giving to any ODRC employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. Grantee further agrees that it will not solicit any ODRC employee to violate ORC 102.03, 2921.42, or 2921.43.

Grantee agrees that Grantee, nor its employees have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of Grantee's functions and responsibilities under this Agreement.

11. Finding for Recovery: The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.

12. Workers' Compensation: Grantee shall provide their own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.

13. Equal Employment Opportunity: Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.

14. Certification of Funds: It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval letter that such Funds are available to Grantee.

15. Compliance with Laws: Grantee, in the execution of duties and obligations under this Agreement,

agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.

16. Drug Free Workplace: Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

17. Entire Agreement or Waiver: This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.

18. Notices: All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

19. Headings: The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

20. Severability: The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

21. Controlling Law: This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.

22. Successors and Assigns: Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.

23. Prison Rape Elimination Act: If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor’s Policy on sexual abuse and sexual harassment prevention, detection and response.

24. Execution: This Agreement is not binding upon Grantor unless executed in full.

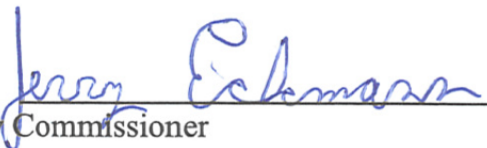
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

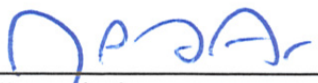
FOR THE GRANTOR:

Christopher Galli
Christopher Galli, Chief
Bureau of Community Sanctions, DPCS

Cynthia Mausser
Cynthia Mausser
Deputy Director of DPCS

FOR THE GRANTEE:

 4.28.21
County Commissioner Date

 4/28/21
County Commissioner Date

 4/28/21
County Commissioner Date

FOR THE GRANTEE:

County Executive Date

APPROVED AS TO FORM:


PROSECUTOR ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF
PUBLIC ROAD DEDICATION OF VETO DRIVE
PEASE TOWNSHIP SEC 3, T-6, R-3 AND
PULTNEY TOWNSHIP, SEC. 2 & 8, T-6, R-3

[Belmont Co. Commissioners
[Courthouse
[St. Clairsville, Ohio 43950
[Date April 28, 2021

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to Public Road dedication of Veto Drive, Pease Township, Section 3, T-6, R-3 and Pultney Township, Section 2 & 8, T-6, R-3, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
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To: Amanda Murray, F.O., Pease Township Trustees, 26 Chestnut St, Bridgeport, OH 43912 and Marla Krupnik, F.O., Pultney Township Trustees, 1410 High Street, Bellaire, OH, 43906.

April 28, 2021

You are hereby notified that the 11th day of May, 2021, at 9:30 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.
By order of the Belmont County Commissioners.

Bonnie Zuzak /s/
Clerk of the Board

• Mail by certified return receipt requested
cc: Pease & Pultney Township Trustees
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION REQUESTING THE
DIRECTOR OF ODOT TO MODIFY SPEED LIMIT ON VARIOUS COUNTY ROADS**

The Board of Commissioners of Belmont County, Ohio met in regular session on the 28th day of April, 2021, with the following members present:
Jerry Echemann, President
Josh Meyer _____, Vice-President
J. P. Dutton _____

Mr. Echemann moved the adoption of the following:

**A RESOLUTION REQUESTING THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) TO
MODIFY THE PRESENT SPEED LIMIT ON VARIOUS COUNTY ROADS**

WHEREAS, a request has been made to this Board that the statutory vehicular speed limit established by Section 4511.21, Revised Code of Ohio is greater than that considered reasonable and safe on:
County Road 4 Hawthorn Hill Rd. (from TR-299 Meek Road proceeding south 1.822 miles along CR 4 to SR 147), and
County Road 29 Commons Mall Crossing Rd. (from CR 28A Mall Rd. proceeding west 1.293 miles along CR 29 to the St. Clairsville south corporation limit), and
Pultney Township TR-311 Patterson Hill Rd. (from SR 149 proceeding north 1.752 miles along TR-311 to CR 214 Bellaire High Ridge Rd.), and
Pultney Township TR-317 McGregor Hill Rd. (from CR 30 Dixon Hill Rd. proceeding south 1.570 miles along TR-317 to approximately 65682 McGregor Hill Rd.), and
Colerain/Pease Townships TR-442 Handel St. (from US 40 proceeding north 0.206 mile along TR-442 crossing the township line to CR 20 Blaine Chermont Rd.)

WHEREAS, this Board has caused to be made an engineering and traffic investigation upon the section of road described above, and
WHEREAS, it is the belief of this Board that such investigation confirms the allegation that the statutory speed limit of 55 mph is unrealistic.
NOW THEREFORE BE IT RESOLVED, by the Board of Belmont County Commissioners of Belmont County, Ohio that:
Section 1, By virtue of the provisions of Section 4511.21, Revised Code of Ohio the Director of Transportation is hereby requested to review the engineering and traffic investigation and to determine and declare a reasonable and safe prima facie speed limit on the above-referenced County and Township Roads in Belmont County, Ohio.
Section 2, That when this Board is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described in Section 1 hereof, standard signs, properly posted and giving notice thereof will be erected.

Mr. Meyer seconded the foregoing Resolution.
A Calling of the roll resulted as follows:
BELMONT COUNTY COMMISSIONERS
Mr. Echemann _____, Yes
Mr. Meyer _____, Yes
Mr. Dutton _____, Yes

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE
AGREEMENT (RUMA) WITH AEP OHIO TRANSMISSION COMPANY/ENGINEER’S**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a **Roadway Use Maintenance Agreement (RUMA)** with AEP Ohio Transmission Company, effective April 28, 2021, for use of 36.6 miles of various county roads located in Somerset, Wayne, Washington, York, Mead, Smith and Richland Townships, for the construction of the Glencoe-Somerton 69kV Transmission line.
Note: Bond # 285065178 in the amount of \$3 million on file.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR ELECTRIC TRANSMISSION LINE PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS , a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and AEP Ohio Transmission Company, whose address is 1 Riverside Plaza, Columbus, OH 4308600 Smiths Mill Road, New Albany, OH 43215 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Somerset, Wayne, Washington, York, Mead, Smith, & Richland Townships in Belmont County, Ohio and is required by law to keep such roads in good repair; and
WHEREAS, Operator is the operator of certain transmission lines and substations, and intends to construct the Glencoe-Somerton 69kV Transmission Line, including the equipment and facilities, necessary for the construction of the Glencoe-Somerton 69kV Transmission line located in Somerset, Wayne, Washington, York, Mead, Smith, & Richland Townships in Belmont County, Ohio; and
WHEREAS, Operator intends to commence use 36.6 miles for the purpose of ingress to and egress from the Glencoe-Somerton 69kV transmission line, for traffic necessary for the purpose of constructing the project, (hereinafter referred to collectively as “Construction Activity”); and
WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Construction Activity; and
WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 3 below shall apply;
NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Construction Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Construction Activity related to such sites.
FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Construction Activity, prior to the start of Construction Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator’s engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR 102 (Stumptown Rd) to be utilized by Operator hereunder, is that exclusive Portion beginning at TR 34 and ending at SR 26 (New Castle Rd) for approximately 1.16 miles. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 102 (Stumptown Rd) for any of its Construction Activities hereunder.
2. The portion of CR 98 (Badgersburg Rd) to be utilized by Operator hereunder, is that exclusive portion

beginning at CR 100 (McMillan Rd) and ending at CR 26 for approximately 2.74 miles. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 98 (Badgersburg Rd) for any of its Construction Activities hereunder.

3. The portion of CR 26 to be utilized by Operator hereunder, is that exclusive portion beginning at CR 98 and ending at SR 148 (Captina Rd) for approximately 7.41 miles. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 26 for any of its Construction Activities hereunder.

4. The portion of CR 100 (McMillan Rd) to be utilized by Operator hereunder, is that exclusive portion beginning at US Route 40 and ending at CR 98 (Badgersburg Rd) for approximately 0.85 miles. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 100 (McMillan Rd) for any of its Construction Activities hereunder.

5. The portion of CR 100 (Egypt North Rd) to be utilized by Operator hereunder, is that exclusive portion beginning at the Stone Quarry and ending at US Route 40 for approximately .55 miles. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 100 (Egypt North Rd) for any of its Construction Activities.

6. The portion of CR 92 (New Castle Rd) to be utilized by Operator hereunder, is that exclusive portion beginning at SR 148 (Captina Rd) and ending at SR 26 (New Castle Rd) for approximately 3.27 miles. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 92 (New Castle Rd) for any of its Construction Activities.

7. The portion of CR 86 (Pugh Ridge Rd) to be utilized by Operator hereunder, is that exclusive portion beginning at CR 86 (Pugh Ridge Rd 39.891874, -80.963338) and ending at SR 148 (W Captina Rd) for approximately 1.21 miles. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 86 (Pugh Ridge Rd) for any of its Construction Activities.

8. The portion of CR 56 (Mt. Victory Rd) to be utilized by Operator hereunder, is that exclusive portion beginning at CR 5 (Ramsey Ridge Rd) and ending at TR 714 for approximately 2.85 miles. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 (Mt. Victor Rd) for any of its Construction Activities.

9. The portion of CR 54 (Pipe Creek Rd) to be utilized by Operator hereunder, is that exclusive portion beginning at SR 7 (Powhatan-Shadyside Rd) and ending at SR 147 (Jacobsburg-Key Rd) for approximately 7.45 miles. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 54 (Pipe Creek Rd) for any of its Construction Activities.

10. The portion of CR 5 (Ramsey Ridge Rd) to be utilized by Operator hereunder, is that exclusive portion beginning at SR 147 (Centerville-Jacobsburg Rd/Jacobsburg-Key Rd) and ending at SR 148 (E Captina Rd) for approximately 4.74 miles. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 5 (Ramsey Ridge Rd) for any of its Construction Activities.

11. The portion of CR 5 (Jacobsburg-Glencoe Rd) to be utilized by Operator hereunder, is that exclusive portion beginning at SR 149 (Glencoe-Stewartsville) and ending at SR 147 (Jacobsburg-Key Rd) for approximately 4.37 miles. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 5 (Jacobsburg-Glencoe Rd) for any its Construction Activities.

12. Operator will not utilize any portion of the Truss Bridge on CR 5 (Clover Ridge Rd) for any of its Construction Activities.

13. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Construction Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Construction Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

14. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Construction Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

15. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Construction Activity shall be identified and thereafter completed by the Operator to ensure the roads are at least returned to the condition they were in prior to the Operator's use for its Construction Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

16. Unless accepted for the reasons provided below, prior to the Construction Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Construction Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$3,000,000 & 00/100 DOLLARS (\$400,000.00 per mile asphalt; \$200,000 per mile chipseal, \$100,000 per mile gravel). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the electrical transmission power line site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

17. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

18. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

19. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

20. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

21. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees

harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney’s fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator’s use of the roads pursuant to this Agreement. “The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority”.

22. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf for this specific agreement.

23. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

24. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

25. Agreement shall be governed by the laws of the State of Ohio.

26. This Agreement shall be in effect on April 28, 2021.

Executed in duplicate on the dates set forth below.

Authority
By: Jerry Echemann /s/
Commissioner
By: J. P. Dutton /s/
Commissioner
By: Josh Meyer /s/
Commissioner
By: Terry Lively /s/
County Engineer
Dated: 4-28-2021
Approved as to Form:
David K. Liberati /s/ Assist P. A.
County Prosecutor
Upon roll call the vote was as follows:

Operator
By: Brenda Unternaher /s/
Printed name: Brenda Unternaher
Company Name: SEP Ohio Transmission Company
Title: Transmission Right of Way Manager
Dated: 4/7/2021

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into Emergency Medical Service Contract, pursuant to ORC 307.05, with Cumberland Trail Fire District for a one-year term beginning April 9, 2021. Cumberland Trail Fire District shall provide emergency medical services to the residents of Belmont County within their general jurisdiction and locale, and for services rendered shall be paid by the County the sum of \$7,500.00.

EMERGENCY MEDICAL SERVICES CONTRACT

This contract is made and entered into this 9th day of April, 2021, by and between the Belmont County Board of Commissioners, hereinafter referred to as County, and the Cumberland Trail Fire District, hereinafter referred to as Provider, and represents that it is a, municipal corporation, joint emergency medical services district, fire and ambulance district, or a non-profit corporation providing emergency medical services per ORC4765.01 (H).

WHEREAS, pursuant to ORC 307.05, the Board of County Commissioners may, but is not required to, enter into a contract with one or more entities to furnish or obtain emergency medical services for the residents of Belmont County, Ohio; and

WHEREAS, Provider, through various funding mechanisms, is providing a level of emergency medical services to the residents of Belmont County within the Provider’s general locale; and

WHEREAS, County desires to enter into this contract with Provider to supply additional funds to Provider, to enhance the level of emergency medical services that Provider can furnish to the residents of Belmont County;

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

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

This contract shall be in full force and effect from the date of signing for one (1) year unless sooner terminated by the terms hereof.

BELMONT COUNTY COMMISSIONERS

CUMBERLAND TRAIL FIRE DISTRICT

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

APPROVED AS TO FORM:

By: David K. Liberati /s/
Title: David K. Liberati,
Belmont County
Assistant Prosecuting Attorney
Upon roll call the vote was as follows:

April 28, 2021

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

Mr. Echemann said this is to help with EMS transport. Cumberland Trail Fire District gets more than the other since they handle the transports for the Belmont County Jail.

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into Emergency Medical Service Contracts, pursuant to ORC 307.05, with the following nineteen providers for a one-year term beginning April 28, 2021. The following shall receive a single payment of \$6,800.00 each to enhance the Provider’s ability to furnish emergency medical services to the residents of Belmont County within its general locale during the contract period:

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

EMERGENCY MEDICAL SERVICES CONTRACT

This contract is made and entered into this 28th day of April, 2021, by and between the Belmont County Board of Commissioners, hereinafter referred to as the County, and the see above list, hereinafter referred to as the Provider, and represents that it is a, municipal corporation, joint emergency medical services district, fire and ambulance district, or a non-profit corporation providing emergency medical services per ORC 4765.01(H) located within the State of Ohio.

WHEREAS, pursuant to ORC 307.05, the Board of County Commissioners may, but is not required to, enter into a contract with one or more entities to furnish or obtain emergency medical services for the residents of Belmont County, Ohio; and
WHEREAS, Provider, through various funding mechanisms, is providing a level of emergency medical services to the residents of Belmont County within Provider’s general locale; and
WHEREAS, County desires to enter into this contract with Provider to supply additional funds to Provider, to enhance the level of emergency medical services that Provider can furnish to the residents of Belmont County;
NOW, THEREFORE, IT IS HEREIN AGREED by and between the parties as follows

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

This contract shall be in full force and effect from the date of signing for one (1) year unless sooner terminated by the terms hereof.

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

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

APPROVED AS TO FORM:
By: David K. Liberati /s/
Title: David K. Liberati, Belmont County
Assistant Prosecuting Attorney
Upon roll call the vote was as follows:

SEE ABOVE LIST OF ENTITIES

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

Mr. Echemann noted the Board of Commissioners are not obligated to provide this funding to the various Fire Departments, but are happy to help.

**IN THE MATTER OF APPROVING VENDOR AGREEMENT BETWEEN BCDJFS
AND SOUTH EAST AREA TRANSIT (SEAT) FOR TITLE XIX (19) TRANSPORTATION SERVICES**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Vendor Agreements between the Belmont County Department of Job & Family Services and the following vendor, effective, May 1, 2021 to December 31, 2021 for the provision of Title XIX (19) transportation services:

<u>VENDOR</u>	<u>CONTRACT AMOUNT NOT TO EXCEED</u>
South East Area Transit (SEAT)	\$400,000.00

Note: This contract will replace the contract with National Church Residences.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

Whereas, this vendor agreement, entered into on the **1st** day of **May, 2021**, by and between the Belmont County Department of Job and Family Services (hereinafter “Department”) and South East Ara Transit, aka SEAT (hereinafter “Provider”) to provide Title XIX Transportation services.

I. Parties

The parties to this agreement are as follows:

Department:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950 (740) 695-1075
Provider	South East Area Transit 375 Fairbanks Street Zanesville, OH 43701 (740) 454-8574

II. Contract Period

This contract and its terms and provisions will become effective May 1, 2021 and terminate December 31, 2021, pursuant to available funding.

III. General Regulations

- A. The Provider agrees that the use and/or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipient(s) or their guardian(s).
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services, the Belmont County Board of County Commissioners and the Ohio Department of Job and Family Services against all liability, loss, damage and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees, that in the performance of this agreement, there shall be no discrimination against any client because of race, color, sex, religion, national origin or handicap conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement. Any Provider found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Provider warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, Executive Orders and amendments.

IV. Termination/Breach of Contract

- A. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes and/or termination will be effective on the date that state and/or federal reimbursement is no longer available or later as otherwise stipulated by the Department.

This agreement may be terminated by the Provider or by the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal or local regulations shall result in immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately. Should either party fail to perform as required under this agreement, that failure of performance shall be a breach of this contract and will trigger the other party’s right of termination, cancellation, remuneration, repayment, rescission and modification as defined herein and at the non-breaking party’s discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the agreement at its discretion.
- B. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including insurance. The Provider must comply with the Ohio Administrative Code sections 5160-15-14 and 5160-43-09. These sections apply to all current employees at the time of execution of this contract and any new employees hired during the term of the contract.
- C. Eligibility for Services: The Department will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.
 - 1. Non-Emergency Transportation (NET) is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101:1-42 of the Ohio Administrative Code (OAC) and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
 - 2. Medicaid Transportation Contractors who meet Contractor Participation requirements in accordance with Chapter 5101:2 of the OAC are providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
 - 3. NET shall be provided in the most cost-effective mode(s) of transportation that addresses the participant’s medical condition and timeliness concerns.
 - 4. NET shall be provided only for the purposes of Medicaid covered services that are within the participant’s community as defined in rule 5101:3-24-03 of the OAC unless the specific service is not available within the community.
- D. The Provider must purchase, at its own cost and expense, all equipment and materials necessary for the Provider to execute its duties identified in this agreement except such equipment and material specifically listed in the Provider’s proposal and budget.

- E. The Department agrees to engage Medicaid NET participants in the following activities during the term of this agreement:
 - 1. Schedule trips from the participant's home to medical appointments and return to participant's home.
 - 2. Assure prior to transporting, that the participant is eligible for NET services. Eligibility shall be confirmed through the Department designee. The Provider acknowledges that the Department will not reimburse for participants who are not verified as eligible each month.
- F. The Provider agrees to the following activities during the term of this agreement:
 - 1. Notify the participant within 24 hours when unable to accommodate the participant's request.
 - 2. Track statistics of each participant. Statistics are captured as part of the Department's billing roster.
 - 3. Maintain a manifest or driver's log for verification of trip destination on the Provider's site and make available for audit. Failure to provide verification may result in withholding of payment for services.
 - 4. The Provider must adhere to the participant's certification period provided by the Department.
- G. The Department and Provider agree to the following activities during the term of this agreement:
 - 1. The Department will provide NET eligible participants with Provider information.
 - 2. The Provider must provide to the Department a list of current employees with their date of birth and last four digits of their social security number so that the Department may complete a search of the databases in OAC 5101-43-09. The Provider is responsible for notifying the Department in writing when personnel changes occur that affect the delivery of the services purchased under this agreement. The date of birth and last four digits of the new hire's social security number must be provided with this notification. This information shall be sent to the attention of the Department's Director.
 - 3. The Provider agrees to provide any other services set forth in its proposal consistent with the terms contained in this agreement.

V. Payment Procedures

- A. The Department agrees to pay the Provider in accordance with the following:
 - 1. \$35.00 per one-way loaded trip within Belmont County.
 - 2. \$2.50 per trip mile per one-way loaded trip outside Belmont County.
 - 3. \$2.50 per trip mile when transportation is provided by an Independent Vendor contracted by SEAT.
 - 4. \$17.50 per trip in addition to the \$2.50 per trip mile when transportation is provided by an Independent Vendor contracted by SEAT on a weekend and/or holiday.
 - 5. Appointments picked up before 6:00 a.m. or after 6:00 p.m. shall be paid at a \$15.00 per trip flat premium in addition to the base per trip mile rate.
- B. SEAT may not charge a "no show" or cancelation fee for transportation service attempts.
- C. The maximum amount billable under this agreement will not exceed **\$400,000.00**. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depend upon the availability of county, state and federal matching funds.
- D. The Provider agrees to submit an invoice to the Department monthly within five (5) business days following the last working day of the month. Failure to submit this information timely may be considered a breach of this agreement. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes payment.
- E. In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which the Provider was not entitled.
- F. The Department may deny payment for the following reasons (not an all-inclusive list):
 - 1. Failure to meet service requirements:
 - 2. Failure to meet performance standards; and
 - 3. Failure to meet performance reporting requirements.
- G. Duplicate Billing: The Provider warrants that claims made to the Department for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claimed made by the Provider to other sources of funds for the same service.

VI. Responsibility for Audit Exception

The Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate state and/or federal audit authority directly related to the provisions of this agreement.

- 1. The Provider agrees to pay the Department the full amount of payment it received for services not covered by the Provider's agreement as set forth in the audit exception
- 2. The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billing, deceptive claims or falsification as found by the appropriate auditing authority.
- 3. The Provider shall submit such audits, monitoring, quality assurance or other reports as requested in writing by the Department during the contract period. The Provider agrees to a special audit of expenditures if requested by the Director of the Department on the basis of evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payments to the Provider until any and all questions or irregularities are resolved.

VII. Reports and Records

- A. Maintain and Provide: The Provider shall maintain records, documents, reports, and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting

procedures. The Department or any of its duly appointed representatives shall have access to such records, documents, reports and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Provider. The Provider agrees to maintain and provide the Department access to the following records:

1. Accounting and fiscal records adequate to enable the Department and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Provider which are directly pertinent to this specific agreement.
 2. Other records and reports as required by the Department and/or ODJFS needed to enable the Department to comply with local, state and federal statutes and applicable regulations.
- B. Five (5) Year Retention: The Provider shall maintain all records related to this agreement and the administration of the program for five (5) years after the Department makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit or other action involving the records have been started before the expiration of the five (5) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the five (5) year period, whichever is later.

VIII. Special Certification

- A. Conflict of Interest: Any officer, employee or agent of the Provider or of Belmont County or the Department who exercises any function or responsibilities in connection with planning and carrying out this agreement or any other persons who exercise any functions or responsibilities in connection with this agreement shall have no personal financial interest, direct or indirect, in this agreement.
- B. Debarment and Suspension: The Provider will upon notification by any federal, state or local government agency, immediately notify the Department of any debarment or suspension of the Provider imposed or contemplated by the federal, state or local government agency. The Provider will immediately notify the Department if it is currently under debarment or suspension by any federal, state or local government agency.
- C. Lobbying Prohibition: The Provider certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

IX. Unresolved Findings of Recovery

The Provider hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services or construction to any person (i.e. individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

X. Federal Compliance

- A. Copeland Anti-Kickback Act – The Provider will comply with 18 U.S.C 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- B. Davis-Bacon Act – The Provider will comply with 40 U.S.C. 276a-7 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- C. Contract Work Hours and Safety Standard Act – The provider will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- D. Rights to Inventions Made Under a Contract or Agreement – If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Provider wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that “funding agreement,” the Provider must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act – The Provider shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Air Act [33 U.S.C. 1368], Executive Order 11738 and Environmental Protection Agency regulations [40 CFR Part 15].
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – The Providers that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- G. Energy Efficiency – The Provider shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XI. Signatures and Execution of this Agreement

I hereby understand and agree to the terms of this agreement. This agreement is considered fully executed upon the passage and signatures of the Belmont County Board of Commissioners.

Jeffery Felton /s/
Jeffery Felton, Director
Belmont County Department of Job and Family Services
Howard Stewart, Jr. /s/
Howard Stewart, Jr., Transit Director
South East Area Transit

4/26/2021
Date
4/14/2021
Date

April 28, 2021

Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner
J. P. Dutton /s/
J. P. Dutton
Belmont County Commissioner

4/28/21
Date
4/28/21
Date

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

4/28/21
Date
4-27-21
Date

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

IN THE MATTER OF ENTERING INTO VENDOR AGREEMENT WITH ATTORNEY THOMAS RYNCARZ, ON BEHALF OF BCDJFS

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a Vendor Agreement with Attorney Thomas Ryncarz, on behalf of Belmont County Department of Job & Family Services, for the provision of Adult Protective Services-Legal Services effective May 1, 2021 through April 30, 2022 in the maximum amount of \$10,500.00.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide **Adult Protective Services – Legal Services** is entered into on this **1st day of May, 2021** by and between the Belmont County Department of Job and Family Services, hereinafter referred to as the **“Department”** and **Attorney Thomas Ryncarz**, a provider of **Legal Services**, hereinafter referred to as the **“Provider.”** This agreement will be effective from **May 1, 2021** through **April 30, 2022** inclusive, unless otherwise terminated.

- I. GENERAL REGULATIONS**
- A. The Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon the written consent of the recipients or guardians.
 - B. The Provider understands that this written agreement supersedes all oral agreements.
 - C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services, the Belmont County Board of Commissioners and the Ohio Department of Job and Family Services against all liability, loss, damage and/or related expenses incurred through the provision of services under this agreement.
 - D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
 - E. In the event the Provider receives an overpayment, the Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
 - F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later as otherwise stipulated by the Department.
 - G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
 - H. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing the delivery of the service including provision of insurance.
 - I. Eligibility for Services: The Belmont County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.
 - J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.
- II. PAYMENT PROCEDURES**
- A. The Belmont County Department of Job and Family Services agrees to pay the Provider **\$150.00** per hour for **70** unit hours of service.
 - B. The maximum amount billable under this agreement is **\$10,500.00**.
 - C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state and federal matching funds.
 - D. The Provider understands that a recipient for whom services are provided may be referred by the Belmont County Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
 - E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days after receipt of the invoice.
 - F. Duplicate Billing: The Provider warrants that claims made to the Belmont County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement. This agreement signed on the 28th day of April, 2021.

Jeffery Felton /s/
Jeffery L. Felton, Director
Belmont County Department of Job and Family Services
310 Fox-Shannon Place
St. Clairsville OH 43950
(740)695-1075
Thomas Ryncarz /s/
Thomas Ryncarz, Provider
3713 Central Avenue
Shadyside OH 43947
(740)671-9300

4/26/2021
Date
4/14/2021
Date

<u>J. P. Dutton /s/</u>	<u>4/28/21</u>
J. P. Dutton	Date
Belmont County Board of Commissioners	
<u>Jerry Echemann /s/</u>	<u>4-28-21</u>
Jerry Echemann	Date
Belmont County Board of Commissioners	
<u>Josh Meyer /s/</u>	<u>4/28/21</u>
Josh Meyer	Date
Belmont County Board of Commissioners	
Approved as to form:	
<u>David K. Liberati /s/</u>	<u>4-27-21</u>
Belmont County Prosecutor	Date
Upon roll call the vote was as follows:	
Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Jeff Felton, Belmont County Job & Family Services Director, explained the contract with SEAT is not paid with any General Fund money. National Church Residences got out of the transportation business and someone was needed to transport Medicaid eligible residents to medical appointments. They also have contracts with Neffs and Martins Ferry. He said the contract with Attorney Ryncarz is for legal representation if they need to file for a competency hearing for individuals who they believe are not competent to make decisions on their own that are putting themselves at risk.

RECESS

9:30 Barb Ballint, Exec. Director, Belmont County Tourism Council, Inc.
Re: Quarterly Tourism Report

IN THE MATTER OF QUARTERLY TOURISM REPORT
FOR JANUARY, FEBRUARY & MARCH 2021

Ms. Ballint said they awarded thirty-nine Gap grants totaling over \$75,000.00. This helps support nonprofits in the area that have events and attractions that promote tourism in the county. She said the three premiere events in Belmont County, the Blame My Roots Festival, the Belmont County Fair and the Barnesville Pumpkin Festival are scheduled for this year. “We are back in action. Things are going to start happening. We’ve got events coming up we’re so excited about. Those three events alone bring hundreds of thousands of people to Belmont County,” said Ms. Ballint. The lodging tax receipts are down 66% for the first quarter or 2021 from 2019. Ms. Ballint said, “Our industry was the hardest hit by COVID. We’re just now getting back to it and it may take five years for lodging facilities to recover.” She said a lot of this is due to business travel being down with people working from home. Ms. Ballint added they are prepared to make changes if necessary, but will not change their marketing efforts.

RECESS

Dwayne Pielech, Senior Services of Belmont County Executive Director
Re: Senior Centers reopening

Leslie Thompson, SSOBC Program Administrator, also present.
Mr. Pielech said the centers were closed in March 1, 2020 due to the pandemic, but the seniors are ready to get back in the centers. If a center is open and a senior citizen contracted the virus they have to prove they didn’t get it from the center. Due to more people getting vaccinated and better weather they are planning some soft openings of the centers. He noted Governor DeWine’s rules will still need to be followed. There will be no hot meals and only one resident will be transported at one time. They can only operate at 50% capacity. Seniors will have to make an appointment ahead of time when they want to attend. SSOBC is planning an outdoor event on May 19 to survey the seniors in attendance to see what they are willing to do. The SSOBC staff will have to be tested for COVID prior to the event. Mr. Pielech said this will be a work in progress and they will gage what type of participation they receive.

RECESS

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

Mr. Sproul reported there have been 6,080 positive cases, 5,672 recoveries, 273 are in isolation, 19 are hospitalized and 116 deaths. He said per the Governor’s order you do not have to quarantine if you have received both shots if you are exposed to an individual who has COVID. Mr. Sproul said about 38% of Ohio’s population has received at least the first dose of the vaccine. He added Governor DeWine said Ohio can resume using the Johnson & Johnson vaccine. It was pulled due to a possible link to blood clots.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:53 A.M

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment and 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 12:32 P.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 12:32 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 three motions for the board to consider.

**IN THE MATTER OF APPROVING THE MOVE OF DONALD YEAGER
FROM PART-TIME DELIVERY WORKER (DRIVER) TO FULL-TIME
DELIVERY WORKER (DRIVER)/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to move Donald Yeager from part-time Delivery Worker (Driver) to full-time Delivery Worker (Driver) with Senior Services of Belmont County, effective April 26, 2021.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE MOVE OF CHARLES DAVIS
FROM PART-TIME DELIVERY WORKER (DRIVER) TO FULL-TIME
DELIVERY WORKER (DRIVER)/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to move Charles Davis from part-time Delivery Worker (Driver) to full-time Delivery Worker (Driver) with Senior Services of Belmont County, effective April 26, 2021.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE MOVE OF DAISY BRAUN
FROM FULL-TIME SENIOR CENTER COORDINATOR TO FULL-TIME
UNIT SUPPORT WORKER II/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to move Daisy Braun from full-time Senior Center Coordinator to full-time Unit Support Worker II with Senior Services of Belmont County, effective April 26, 2021.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:59 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 1:59 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 5th day of May, 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