

St. Clairsville, Ohio

August 11, 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 \$1,553,042.15

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-S55.010 Supplies	\$1,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S62.000 Printing	\$400.00
E-8010-S030-S51.002 Salary	E-8010-S030-S40.000 Grant Holding	\$173.78
E-8010-S030-S53.000 Medical	E-8010-S030-S40.000 Grant Holding	\$48.00
E-8010-S030-S56.000 Motor Vehicles	E-8010-S030-S40.000 Grant Holding	\$59.68
E-8010-S030-S57.000 Travel/St. Devel.	E-8010-S030-S40.000 Grant Holding	\$25.92
E-8010-S030-S62.000 Printing	E-8010-S030-S40.000 Grant Holding	\$100.00
E-8010-S030-S63.000 General	E-8010-S030-S40.000 Grant Holding	\$243.71
E-8010-S030-S66.003 PERS	E-8010-S030-S40.000 Grant Holding	\$302.39
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S40.000 Grant Holding	\$235.14
E-8010-S030-S70.005 Medicare	E-8010-S030-S40.000 Grant Holding	\$464.28
E-8010-S030-S71.000 Ed/Recreation	E-8010-S030-S40.000 Grant Holding	\$1.07

S77 COMM-BASED CORRECTIONS ACT GRANT

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$2,227.98

W80 PROSECUTORS-VICTIM ASSIST PROGRAM

FROM	TO	AMOUNT
E-1511-W080-P06.004 Workers Comp	E-1511-W080-P15.000 Rent	\$522.68

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 W80 PROSECUTORS-VICTIM ASSIST PROGRAM

FROM	TO	AMOUNT
E-0111-A001-E02.002 Salary	R-1511-W080-P07.574 Transfers In	\$3,200.00

K00 M.V.G.T. FUND AND N42 OPWC FUND/ENGINEERS

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfers Out	R-9042-N042-N03.574 Transfers In	\$100,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 11, 2021:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

K00 M.V.G.T. Fund/Engineers

E-2812-K000-K16.103	Contracts-Projects	\$100,000.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the August 11, 2021, meeting:

N03 FEMA PROJECTS/ENGINEERS

E-9003-N003-N04.055	Contract Services-Construction	\$444,000.00
E-9003-N003-N06.055	Other Expenses	\$22,571.14

N14 SSD CAPITAL IMPROVEMENTS/BCSSD

E-9014-N014-N12.000	USDA Sewer Projects	\$93,034.74
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N42 OPWC FUND/ENGINEERS

E-9042-N042-N01.055 Construction \$100,000.00

P90 SPECIAL EMERGENCY PLANNING FUND/LEPC

E-1720-P090-P07.002 Salaries \$20,438.00

S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S55.010 Supplies \$70.99

S32 OAKVIEW JUVENILE-ACTIVITY FUND

E-8012-S032-S00.000 Activity Fund \$125.40

S33 DISTRICT DETENTION HOME/SARGUS

E-0910-S033-S33.002 Salaries \$130,000.00

E-0910-S033-S38.011 Contract Services \$10,000.00

E-0910-S033-S39.000 Food Service Expenses \$5,000.00

E-0910-S033-S61.000 Food Service Expenses/GS \$5,000.00

E-0910-S033-S65.011 Contract Services/GS \$10,000.00

W20 LAW LIBRARY RESOURCES FUND

E-9720-W020-W02.002 Salary \$5,300.00

E-9720-W020-W07.010 Supplies \$8,577.24

W80 PROSECUTORS-VICTIM ASSIST PROGRAM

E-1511-W080-P01.002 Salary \$1,250.00

E-1511-W080-P02.010 Supplies \$382.00

E-1511-W080-P03.000 Travel \$28.00

E-1511-W080-P07.006 Hospitalization \$3,227.46

Y41 INDIGENT APPLICATION FEES

E-9841-Y041-Y01.000 Remit To State \$254.63

E-9841-Y041-Y02.000 Remit To County \$1,018.50

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 JULY 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 July 2021.

General fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	7,419.00
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	571.20
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,478.40
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	5,151.03
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	9,789.94
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	613.20
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	9,035.26
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	4,030.16
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,891.05
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	10,326.51
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	14,638.12
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	959.95
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	174.69
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	6,309.93
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,842.45
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	2,475.12
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	3,087.57
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	9,342.78
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	11,885.04
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	5,692.33
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	35,378.49
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,989.15
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,811.70
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	6,406.91
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	5,160.83

BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	6,369.72
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	42.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	225.00
			<hr/> 166,097.53
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,311.15
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,358.07
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	72.78
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	1,201.87
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	540.87
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	1,092.32
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	3,700.12
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	0.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	607.68
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	720.01
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	1,185.56
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	160.44
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	427.18
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	2,047.54
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	64.04
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	46.04
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	72,358.20
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	0.00
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	10,584.88
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	4,990.18
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	6,062.71
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	22,811.91
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	7,189.13
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	2,116.80
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	520.80
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	2,020.46
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	465.16
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	981.43
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,669.08
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	1,413.57
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	26,271.96
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	6,135.92
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	2,503.83
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	13,234.92
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	13,849.71
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	5,238.84
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	24.24
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	0.00

PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	2,342.48
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	55,910.43
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	29,932.12
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	898.43
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	1,103.70
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	4,438.70
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	936.39
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	734.70
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	956.10
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	150.92
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,852.38
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	403.86
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	839.31
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	1,180.62
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	224.00
			485,981.07

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows:
DJFS-Karie Hunkler to Lewis Center, OH, on August 25-28, 2021, to attend the JFS Ohio CSEA Directors' Association meeting. Estimated cost: \$384.48.

HR DEPT.-Katie Bayness to Columbus, OH, on September 3, 2021, to attend the CEBCO Renewal Meeting.

SSOBC-Dorothy Burkhart to Beallsville, OH, on August 20, 2021, for a senior outing. 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 August 4, 2021.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAID PARENTAL LEAVE FOR JOSHUA MATERKOWSKI, UTILITY WORKER/WATER & SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Joshua Materkowski, Utility Worker at the Belmont County Water & Sewer District, to start unpaid FMLA leave, effective August 17, 2021 through August 22, 2021.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING UNPAID FMLA LEAVE FOR JOSHUA MATERKOWSKI, UTILITY WORKER/WATER & SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Joshua Materkowski, Utility Worker at the Belmont County Water & Sewer District, to start unpaid FMLA leave, effective August 17, 2021 through August 22, 2021.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes

Mr. Dutton Yes

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF UNSPECIFIED DONATIONS /DOG AND KENNEL FUND

Motion made by Mr. Echemann, seconded by Mr. Meyer to acknowledge receipt of \$6,448.15 in unspecified donations to the Belmont County Dog and Kennel fund for the second quarter of 2021, as follows: \$997.84 for April, \$50.00 for May and \$5,400.31 for June.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS FOR THREE (3) FIXED FILLING STATIONS

Motion made by Mr. Echemann, seconded by Mr. Meyer to advertise for all labor, materials and equipment for three (3) Fixed Cascade SCBA Filling Stations at the following locations and authorize the Clerk of the Board to proceed with the required Notice to Bidders:

Bellaire Fire Department Fire Station, Bellaire, Ohio
Bethesda Fire Department Fire Station, Bethesda, Ohio
Cumberland Trail Fire District No. 4 Fire Station, St. Clairsville, Ohio

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING THE REQUEST OF MASSILLON CABLE TV, INC. FOR EASEMENT AND RIGHT-OF-WAY

Motion made by Mr. Echemann, seconded by Mr. Meyer to grant the request of Massillon Cable TV, Inc., for an easement and right-of-way for parcel #32-60005.000 containing 7.409 acres, located in Richland Township for work on a fiber optics communications system

Note: This Belmont County Engineer's Lloydsville Garage is on this property.

EASEMENT AND RIGHT-OF-WAY

BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY, OHIO, of 101 West Main Street, St. Clairsville, Ohio 43950, hereinafter called "Grantor" in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, do hereby grant to **MASSILLON CABLE TV, INC.**, an Ohio corporation, of 814 Cable Ct., NW, Massillon, Ohio 44647, hereinafter called "Grantee", a permanent easement and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband and/or fiber optics communications system consisting of poles, wires, cables, units, and including but not limited to above ground enclosures, poles, existing poles, underground cables or other appurtenant fixtures and equipment necessary or useful for distributing broadband and/or fiber optic services and other like communications in, on, over, across, and along Grantor's property described as 7.409 acres, more or less, and located in the Township of Richland, Belmont County, Ohio and being shown on the Auditor' Tax Records as Parcel No. 32-60005.000.

The location and description of this easement and right-of-way is depicted on the attached Exhibit A.

Grantee, its successors, assigns, and contractors, agents, and employees, shall have the right to trim trees which may endanger or interfere with said easement and right-of way and shall have free access to said easement and right-of-way at all times for the purpose of exercising the rights herein granted.

This easement and right-of-way is perpetual and shall run with Grantor's property and shall be binding upon Grantor, Grantee, and their successors and assigns.

Grantor hereby represents that it has the full power to convey this easement and right-of-way, and warrant and will defend the same against all claims by any parties.

Grantor, its heirs, successors, or assigns, shall have the right to use the right of way easement for all purposes not inconsistent with Grantee's full enjoyment of the easement granted.

Executed this 11th day of AUGUST, 2021.

GRANTOR:

GRANTEE:

BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY, OHIO

MASSILLON CABLE TV, INC.

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

By: David Hoffer
Its: Chief Operating Officer

STATE OF OHIO :
: ss
COUNTY OF BELMONT :

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named Board of County Commissioners of Belmont County, Ohio, By Jerry Echemann, Josh Meyer, and J. P. Dutton, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ST. CLAIRSVILLE, Ohio this 11th day of AUGUST, 2021.

BONNIE ZUZAK
Notary Public, State of Ohio
My Commission Expires: February 18, 2026

STATE OF OHIO :
: ss
COUNTY OF :

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named Massillon Cable TV, Inc., By David Hoffer, its Chief Operating Officer, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio this ____ day of _____, 2021.

NOTARY PUBLIC

This Instrument Prepared By:

Ryan M. Regel
YOSS LAW OFFICE, LLC
122 North Main Street
Woodsfield, OH 43793
Telephone: (740) 472-0707

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND KENDALL BEHAVIORAL SOLUTIONS

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Kendall Behavioral Solutions in the maximum amount of \$50,000.00, effective August 1, 2021 through June 30, 2022 to provide Family Team Meeting services for Belmont County Children Services Department.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Family Team Meeting Facilitator

Whereas, this contract, entered into on this 11th day of August, 2021, by and between the Belmont County Department of Job and Family Services (hereinafter "Agency") and Kendall Behavioral Solutions (hereinafter "Contractor"), is for the purchase of the performance of the following services: Family Team Meeting Facilitation that meets the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Family Team Meeting services to Belmont County Department of Job and Family Services, Children Services Division of Belmont County. Eligible families are those eligible as determined by the Agency.

II PARTIES

The parties to this agreement are as follows:

Agency: The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950
740-695-1075

Contractor: Kendall Behavioral Solutions
800 Walnut Street
Martins Ferry, OH 43935
740-609-5072

III CONTRACT PERIOD

This contract and its terms are effective August 1, 2021 to June 30, 2022.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services through the Children Services Department.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Agency agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. Contractor will facilitate assigned meetings that will be held over the entire period of ongoing services, beginning with a meeting within 30 days of case transfer to ongoing services, and with additional meetings at critical events if deemed appropriate by Agency management staff. Family Team Meetings are to be scheduled at a minimum every ninety (90) days until permanent custody or case closure.
2. Facilitators are contractors of the Agency and do not have direct line responsibility for the case.
3. Contractor responsibilities include: arranging the meetings, helping assure participants attend and know what to expect, and supporting the family in the meetings and in preparing for them.
4. The Family Team Meeting process includes, but not necessarily limited to, the following components: preparation (including assisting the family and worker in identifying participants), developing the agenda, introduction, information sharing, planning, establishing and maintaining direction, and decision process.
5. Contractor agrees to provide agency with an emergency contact number.
6. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
7. Contractor agrees that they will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
8. Contractor shall meet all service requirements of this contract.
9. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Agency's right to terminate, cancel, rescind, and modify this contract as well as Agency's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
10. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Agency's right to terminate, cancel, rescind, and modify this contract as well as Agency's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Agency Responsibilities

1. Agency will refer eligible families to the contractor.
2. Agency will provide the room and supplies necessary for the Family Team Meetings to occur.
3. Agency will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

Contractor will schedule and facilitate first Family Team Meeting within 30 days of the initial referral. Subsequent meetings will be held with each family at least every 90 days until the case closes or there is permanent custody.

D. Performance Reporting

1. Contractor will complete monthly billing and provide to the Agency an invoice for services provided and incorporated into this agreement. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.
2. Agency agrees to compensate contractor (\$200.00) two-hundred dollars for each FTM. This amount is to cover all costs associated with all components of the FTM, with the exception of any food/refreshments provided during the FTM.
3. Monthly invoice will include the Name of the Family and Date of Conference.

E. Evaluation and Monitoring

Agency shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off- and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Agency will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Agency's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$50,000**.

All financial obligations of Agency under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

Agency will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Invoices will be submitted each month by the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Agency will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Agency may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

IX DUPLICATE BILLING

Contractor warrants that claims made to Agency for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Agency the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Agency may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Agency, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Agency and shall be delivered to Agency when the term of this contract expires.

XII WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Agency all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Agency, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Agency and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Agency's consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Agency, as long as this other work does not interfere with Contractor's performance of services under this contract.

Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Agency's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Agency will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Agency. Should a conflict of interest be discovered during the term of this contract, Agency may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the BCDJFS's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and

all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Agency. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Agency, the Belmont County Board of Commissioners and the BCDJFS.

XX ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Agency.

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract,

or any part thereof, without the express, prior, written approval of Agency.

In the event Agency approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supersedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Agency must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights 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 contract, at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Agency, its officers, employees and agents, the Belmont County Board of County Commissioners and the BCDJFS against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Agency, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Agency's Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor 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.

XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

Contractor 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).

XXXVIII ENERGY EFFICIENCY

Contractor 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).

XXXIX COPYRIGHTS AND RIGHTS IN DATA

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133.

XL PATENT RIGHTS

Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L.95-517, Pub. L. 98-620, 37 CFR part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

XLI PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Agency.

SIGNATURES

<u>Jeffery L. Felton /s/</u>	<u>8/5/2021</u>
Jeffery L. Felton	Date
Belmont County Department of Job and Family Services	
<u>J. P. Dutton /s/</u>	<u>8/11/21</u>
J. P. Dutton, Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>8/11/21</u>
Josh Meyer, Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	<u>8-11-21</u>
Jerry Echemann, Belmont County Commissioner	Date
<u>K. Kendall, M. ED, COBA, BCBA /s/</u>	<u>8/2/2021</u>
Kendall Behavior Solutions	Date
<u>David K. Liberati /s/ Assist. P. A.</u>	<u>8/16/21</u>
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE DONATION OF UNNEEDED VEHICLE FROM THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO THE BELMONT COUNTY BOARD OF ELECTIONS

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the following resolution:

WHEREAS, the Belmont County Department of Job and Family Services is in possession of a 1999 Chevrolet Express 2500 15 passenger van and the Director has determined it is no longer needed for their operations; and

WHEREAS, pursuant to Ohio Revised Code Section 307.12(D) *regardless of the property's value, the Board of County Commissioners may sell or donate county personal property, including motor vehicles, to the federal government, the state, or any political subdivision of the state without advertisement or public notification*; and

WHEREAS, the Belmont County Board of Elections has used the van for the purpose of hauling elections equipment, material and supplies during all primary and general elections and has requested it be donated to supplement their fleet.

NOW, THEREFORE, BE IT RESOLVED, the Belmont County Board of County Commissioners does hereby approve the donation of the 1999 Chevrolet Express 2500 15 passenger van to the Belmont County Board of Elections (VIN 1GAGG25R9X1101628).

Adopted this 11th day of August 2021.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE DONATION OF UNNEEDED VEHICLE FROM THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO THE BELMONT COUNTY BUILDING AND GROUNDS DEPARTMENT

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the following resolution:

WHEREAS, the Belmont County Department of Job and Family Services is in possession of a 2006 utility trailer (VIN 5NDFB19546S002386) and the Director has determined it is no longer needed for their operations; and

WHEREAS, pursuant to Ohio Revised Code Section 307.12(D) *regardless of the property's value, the board of county commissioners may sell or donate county personal property, including motor vehicles, to the federal government, the state, or any political subdivision of the state without advertisement or public notification*; and

WHEREAS, the Belmont County Buildings and Grounds Department has expressed an interest in obtaining the trailer to supplement their fleet.

NOW, THEREFORE, BE IT RESOLVED, the Belmont County Board of County Commissioners does hereby approve the donation of the 2006 utility trailer (VIN 5NDFB19546S002386) to the Belmont County Building and Grounds Department.

Adopted this 11th day of August 2021.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION TO CREATE AND ESTABLISH THE BELMONT COUNTY PLANNING COMMISSION

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the following:

**Resolution to Create and Establish
The Belmont County Planning Commission**

Whereas, this board of county commissioners has determined it necessary and appropriate to provide for regulating the development of subdivided areas; promoting the proper arrangement and coordination of streets or other roads in relation to existing or planned streets or roads and to the county plan; providing for the layout of lots; providing for adequate and convenient provision of open spaces, utilities, recreation, and access to service and emergency vehicles; encouraging the avoidance of future congestion of population; providing for adequate provision of water, drainage, sewer, and other sanitary facilities; providing for the administration of appropriate regulations and defining the powers and duties of the administrative officers; and

Whereas, this board of county commissioners has determined that the creation of a county planning commission is necessary and appropriate to accomplish the purposes as set forth above, as well as to update the existing Subdivision Regulations.

NOW THEREFORE, BE IT RESOLVED, that pursuant to Ohio Revised Code Section 713.22, this Board of County Commissioners hereby creates and establishes The Belmont County Planning Commission, which shall consist of the three members of the board of county commissioners and eight other members appointed in accordance with Ohio Law, which planning commission shall be vested with all powers and duties set forth in the Ohio Revised Code.

AND BE IT FURTHER RESOLVED, that this board from time to time shall appropriate such funds as may be necessary to permit said planning commission to operate and carry out its duties.

Upon roll call the vote was as follows:

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

Mr. Dutton Yes

Mr. Echemann said this was established to update the subdivision regulations that date back to the 1960's.

IN THE MATTER OF APPOINTMENTS TO THE BELMONT COUNTY PLANNING COMMISSION

Motion made by Mr. Echemann, seconded by Mr. Meyer to appoint the following eight members to The Belmont County Planning Commission to serve along with the three Belmont County Commissioners:

Three-Year Term, effective August 11, 2021 to August 10, 2024

Jay Goodman
A. J. Smith
John Jefferis

Two-Year Term, effective August 11, 2021 to August 10, 2023

Jim Graham
Mark McVey
Frank Shaffer

One-Year Term, effective August 11, 2021 to August 10, 2022

Brian May
Richard Myser

Note: Board of Commission President Jerry Echemann will give notice as to the organizational meeting.

Upon roll call the vote was as follows:

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

Discussion-Fixed Cascade SCBA Filling Stations-Present: Tim Hall, Cumberland Trail Fire Chief and Dan Grady, Cumberland Trail Assistant Fire Chief. Mr. Hall said, "I'd like to express my appreciation on behalf of the fire district, recognizing not only that this equipment is vital to not only our operations, but fire suppression and fire departments throughout all of Belmont County." He said the original air compressors were purchased in 1995. Mr. Hall added it is hard to get parts and the cost of repairs can exceed the cost of new equipment. "These compressors are strategically placed throughout the county, therefore allowing riverfront, central and western fire departments quick access to refill these bottles in case of an additional incident, and to put their equipment back in service," said Mr. Hall. He added these are vital to fire service in the county. Mr. Meyer said he appreciated Mr. Hall's and Mr. Grady's work on this project. He also thanked A.C. Wiethe of Belomar for writing up the bid specs. He said he felt this was a good use of funds.

Discussion-Belmont County Planning Commission-Frank Shaffer, Pultney Township Trustee, said, "On behalf of the townships and personally myself, I'm glad to see you put that planning commission together. It was a long time coming. It needed to be done." He commended the Board of Commissioners for doing it and added this is something that's not here to stop or hurt development, this is to make it fair for all. Mr. Dutton note County Engineer Terry Lively, Assistant Prosecutor Dave Liberati and Prosecutor Kevin Flanagan also had a part in getting this done. He said, "It's been a real team effort. We're trying to avoid an issue now that could be a major issue 10, 15, 30 years down the road.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:47 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 10:53 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 10:53 a.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 is one motion for the board to consider.

IN THE MATTER OF ACCEPTING THE RESIGNATION OF KEITH WRIGHT, FULL-TIME DELIVERY WORKER (DRIVER)/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Keith Wright, full-time Delivery Worker (Driver) with Senior Services of Belmont County, effective August 6, 2021.

Upon roll call the vote was as follows:

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

Reconvened at 12:57 p.m.

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:57 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 12:57 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 18th day of August, 2021.

Jerry Echemann /s/ _____

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Commissioner Meyer – Absent _____

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