

St. Clairsville, Ohio

December 1, 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 \$686,040.62

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-0141-A001-C07.000 Travel | E-0141-A001-C03.010 Supplies | \$28.21 |
| E-0141-A001-C09.003 PERS | E-0141-A001-C02.002 Salaries | \$900.00 |
| E-0141-A001-C09.003 PERS | E-0141-A001-C03.010 Supplies | \$1,300.00 |
| E-0170-A006-G09.003 PERS | E-0170-A006-G02.002 Salaries | \$1,764.00 |
| E-0170-A006-G09.003 PERS | E-0170-A006-G09.003 Equipment | \$40.94 |
| E-0170-A006-G09.003 PERS | E-0170-A006-G10.000 Fringes | \$937.40 |
| E-0300-A008-B10.003 OPERS | E-0300-A008-B01.002 Salaries | \$10,000.00 |
| E-0300-A008-B10.003 OPERS | E-0300-A008-B02.010 Supplies | \$10,000.00 |

N03 FEMA PROJECTS/ENGINEER

| FROM | TO | AMOUNT |
|--------------------------------|----------------------------------|---------------|
| E-9003-N003-N03.055 Eng. Serv. | E-9003-N003-N11.075 Advances Out | \$200,000.00 |

Y91 EMPLOYERS SHARE HOLDING ACCOUNT

| FROM | TO | AMOUNT |
|-------------------------------------|------------------------------|---------------|
| E-9891-Y091-Y01.006 Hospitalization | E-9891-Y091-Y12.500 HSA Fund | \$239.83 |

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:

N03 FEMA PROJECTS AND N45 ROADWAY IMPROVEMENT/ENGINEER

| FROM | TO | AMOUNT |
|----------------------------------|---------------------------------|---------------|
| E-9003-N003-N11.075 Advances Out | R-9045-N045-N09.575 Advances In | \$200,000.00 |

W80 PROSECUTORS-VICTIM ASSISTANCE AND A00 GENERAL FUND

| FROM | TO | AMOUNT |
|----------------------------|----------------------------------|---------------|
| E-1511-W080-P01.002 Salary | R-0040-A000-A47.574 Transfers In | \$5,324.77 |

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 December 01, 2021:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund

| | | |
|---------------------|-------------------|--------------|
| E-0055-A004-B19.000 | County Buildings | \$400,000.00 |
| E-0253-A008-D03.000 | Crippled Children | \$110,059.38 |
| E-0257-A015-A13.000 | Other Expenses | \$3,915.00 |

K00 M.V.G.T. Fund

| | | |
|---------------------|-----------|-------------|
| E-2812-K000-K13.120 | Equipment | \$11,615.00 |
|---------------------|-----------|-------------|

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 December 01, 2021, meeting:

A00 GENERAL FUND

| | | |
|---------------------|------------------|-------------|
| E-0051-A001-A51.000 | Oil & Gas Commrs | \$75,081.66 |
| E-0111-A001-E02.002 | Salary | \$5,324.77 |
| E-0151-A002-F09.000 | Other Expenses | \$1,039.10 |

B00 DOG AND KENNEL FUND

| | | |
|---------------------|--------------------|------------|
| E-1600-B000-B02.002 | Salaries-Employees | \$3,000.00 |
| E-1600-B000-B08.003 | PERS | \$2,000.00 |

E10 911 FUND

| | | |
|---|--------------------------|--------------|
| E-2200-E010-E07.000 | Other Expenses | \$2,174.70 |
| <u>E11 9-1-1 WIRELESS</u> | | |
| E-2301-E011-E01.011 | Contract Services | \$2,919.31 |
| <u>N14 SSD CAPITAL IMPROV.</u> | | |
| E-9014-N014-N05.055 | Contract Projects | \$373,445.00 |
| E-9014-N014-N12.000 | USDA Sewer Projects | \$134,827.54 |
| <u>S12 PORT AUTHORITY</u> | | |
| E-9799-S012-S07.000 | Professional Services | \$6,076.82 |
| <u>S70 BELMONT COUNTY SENIOR PROGRAMS</u> | | |
| E-5005-S070-S27.000 | Coronavirus Relief Grant | \$350,000.00 |
| <u>W80 PROSECUTORS-VICTIM ASSIST. FUND</u> | | |
| E-1511-W080-P01.002 | Salary | \$5,324.77 |
| <u>W98 CEBCO WELLNESS GRANT</u> | | |
| E-1498-W098-W15.000 | 2021 Expenses | \$12,779.19 |
| <u>SHERIFF/VARIOUS FUNDS</u> | | |
| E-0131-A006-A23.000 | Background | \$172.00 |
| E-0131-A006-A24.000 | E-SORN | \$25.00 |
| E-0131-A006-A28.000 | Shop with a Cop | \$8,450.00 |
| E-5101-S001-S06.000 | CCW License | \$340.00 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF TRANSFER OF FUNDS FOR

HOSPITALIZATION CHARGEBACKS FOR NOVEMBER & DECEMBER 2021

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

Hospitalization Chargebacks for the months of November & December 2021

| From: | | To: | |
|---------------------|-------------------------|---------------------|---------------|
| NUMBER | ACCOUNT | NUMBER | AMOUNT |
| E-0170-A006-G10.000 | PUBLIC DEFENDER | R-9891-Y091-Y01.500 | 13,234.16 |
| E-0181-A003-A11.000 | BD OF ELECTIONS | R-9891-Y091-Y01.500 | 21,673.12 |
| E-0300-A008-B01.002 | CHEST CLINIC | R-9891-Y091-Y01.500 | 0.00 |
| E-0910-S033-S47.006 | DETENTION HOME | R-9891-Y091-Y01.500 | 39,339.14 |
| E-1210-S078-S14.006 | COUNTY RECORDER | R-9891-Y091-Y01.500 | 0.00 |
| E-1310-J000-J06.000 | REAL ESTATE | R-9891-Y091-Y01.500 | 13,234.16 |
| E-1410-W082-T07.006 | DRETAC-TREAS | R-9891-Y091-Y01.500 | 0.00 |
| E-1510-W081-P07.006 | DRETAC-PROSECUTOR | R-9891-Y091-Y01.500 | 3,520.92 |
| E-1511-W080-P07.006 | PROS-VICTIM | R-9891-Y091-Y01.500 | 0.00 |
| E-1518-S075-S03.002 | MHAS SUBSIDY GRANT | R-9891-Y091-Y01.500 | 1,760.46 |
| E-1520-S077-S04.006 | CORRECTIONS ACT | R-9891-Y091-Y01.500 | 5,281.38 |
| E-1544-S054-S05.000 | COMMON PLEAS/GEN SP/MED | R-9891-Y091-Y01.500 | 0.00 |
| E-1545-S055-S02.002 | TARGETED COMM ALTERN | R-9891-Y091-Y01.500 | 3,520.92 |
| E-1546-S056-S04.001 | PROBATION SERVICE GRANT | R-9891-Y091-Y01.500 | 3,520.92 |
| E-1600-B000-B13.006 | DOG & KENNEL | R-9891-Y091-Y01.500 | 8,377.54 |
| E-1600-B000-B13.006 | D/K AUDITOR CLERK | R-9891-Y091-Y01.500 | 0.00 |
| E-1810-L001-L14.000 | SOIL CONSERVATION | R-9891-Y091-Y01.500 | 0.00 |
| E-1815-L005-L15.006 | WATERSHED COORD. | R-9891-Y091-Y01.500 | 0.00 |
| E-2310-S049-S63.000 | MENTAL HEALTH | R-9891-Y091-Y01.500 | 11,898.46 |
| E-2410-S066-S80.000 | BCBDD-MAIN FUND | R-9891-Y091-Y01.500 | 172,216.96 |
| E-2510-H000-H16.006 | HUMAN SERVICES | R-9891-Y091-Y01.500 | 187,402.04 |
| E-2760-H010-H12.006 | CHILD SUPPORT | R-9891-Y091-Y01.500 | 19,426.48 |
| E-2811-K200-K10.006 | K-1 | R-9891-Y091-Y01.500 | 1,335.70 |
| E-2811-K200-K10.006 | K-2 | R-9891-Y091-Y01.500 | 11,898.46 |
| E-2812-K000-K20.006 | K-11 | R-9891-Y091-Y01.500 | 61,982.03 |
| E-2813-K000-K39.006 | K-25 | R-9891-Y091-Y01.500 | 22,461.22 |

| | | | |
|-------------------------|-----------------------------------|---------------------|------------|
| E-4110-T075-T52.008 | WIC | R-9891-Y091-Y01.500 | 7,041.84 |
| E-5005-S070-S06.006 | SENIOR SERVICE PROG | R-9891-Y091-Y01.500 | 113,697.02 |
| E-6010-S079-S07.006 | CLRK OF COURTS | R-9891-Y091-Y01.500 | 14,440.82 |
| E-1561-S086-S03.006 | Northern Court-Special | R-9891-Y091-Y01.500 | 3,520.92 |
| E-1571-S087-S03.006 | Eastern Court - Special | R-9891-Y091-Y01.500 | 3,520.92 |
| E-1551-S088-S03.006 | Western Court-Special | R-9891-Y091-Y01.500 | 3,520.92 |
| E-8010-S030-S68.006 | OAKVIEW JUVENILE | R-9891-Y091-Y01.500 | 33,510.16 |
| E-9799-S012-S02.006 | Port Authority | R-9891-Y091-Y01.500 | 1,335.70 |
| WATER DEPARTMENT | | | |
| E-3702-P005-P31.000 | WWS #3 Revenue | R-9891-Y091-Y01.500 | 68,968.02 |
| E-3705-P053-P15.000 | SSD #2 Revenue | R-9891-Y091-Y01.500 | 20,445.90 |
| COUNTY HEALTH | | | |
| E-2210-E001-E15.006 | County Health | R-9891-Y091-Y01.500 | 13,565.86 |
| E-2233-F085-F01.002 | Child & Family Health Services | R-9891-Y091-Y01.500 | 2,998.92 |
| E-2211-F069-F04.000 | Trailer Park | R-9891-Y091-Y01.500 | 440.12 |
| E-2227-F074-F06.000 | Home Sewage Treatment Syst. | R-9891-Y091-Y01.500 | 1,830.88 |
| E-2213-F075-F02.003 | Vital Stats | R-9891-Y091-Y01.500 | 3,626.54 |
| E-2231-F083-F01.002 | Public Health Em Preparedness | R-9891-Y091-Y01.500 | 3,344.88 |
| E-2232-F084-F02.008 | Visiting Nurse | R-9891-Y091-Y01.500 | 3,785.82 |
| E-2229-F081-F01.001 | Public Health EM Readiness | R-9891-Y091-Y01.500 | 3,308.54 |
| E-2215-F077-F01.002 | Reproductive Health & Wellness | R-9891-Y091-Y01.500 | 267.14 |
| E-2216-F078-F02.002 | Tobacco | R-9891-Y091-Y01.500 | 0.00 |
| E-2236-F088-F01.002 | Get Vaccinated Program | R-9891-Y091-Y01.500 | 352.10 |
| E-2237-F089-F01.002 | Intregated Naloxone Access/Infrat | R-9891-Y091-Y01.500 | 309.61 |
| E-2218-G000-G06.003 | Food Services | R-9891-Y091-Y01.500 | 7,499.56 |
| E-2230-F082-F01.002 | Personal Responsibility Ed. Prog. | R-9891-Y091-Y01.500 | 0.00 |
| E-2219-N050-N05.000 | Water Systems | R-9891-Y091-Y01.500 | 369.70 |
| E-2220-P070-P01.002 | Swimming Pools/Spa | R-9891-Y091-Y01.500 | 369.70 |
| JUV COURT/GRANTS | | | |
| E-0400-M067-M05.008 | Alternative School | R-9891-Y091-Y01.500 | 1,335.70 |
| E-0400-M060-M64.008 | Care and Custody | R-9891-Y091-Y01.500 | 0.00 |
| E-0400-M060-M29.008 | Care & Custody (C-Cap) | R-9891-Y091-Y01.500 | 7,041.84 |
| E-0400-M060-M75.008 | Care & Cust. (Substance Abuse) | R-9891-Y091-Y01.500 | 0.00 |
| E-0400-M078-M02.008 | Title IV-E Reimbursement | R-9891-Y091-Y01.500 | 3,520.92 |
| TOTALS | | | 926,054.12 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF TRANSFER OF FUNDS

FOR HSA CHARGEBACKS/DECEMBER 2021

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for HSA
December 2021

| HSA CHARGEBACKS | | MONTHLY CHARGEBACKS | |
|---------------------|-----------------|---------------------|--------|
| From: | | To: | |
| NUMBER | ACCOUNT | NUMBER | AMOUNT |
| E-3702-P005-P31.000 | WWS #3 REVENUE | R-9891-Y091-Y12.500 | 64.52 |
| E-2410-S066-S80.000 | BCBDD-MAIN FUND | R-9891-Y091-Y12.500 | 64.52 |

| | | | |
|---------------------|-----------------|---------------------|--------|
| E-5005-S070-S06.006 | SENIOR SERVICES | R-9891-Y091-Y12.500 | 64.52 |
| E-6010-S079-S07.006 | CLERK OF COURTS | R-9891-Y091-Y12.500 | 64.52 |
| | | TOTALS | 258.08 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF TRANSFER OF FUNDS
FOR 2022 WORKERS' COMPENSATION CHARGEBACKS

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for 2022 Workers' Compensation Chargebacks.

2022 WORKERS' COMPENSATION (BASED ON 2020 TRUE UP)

| ACCOUNT NAME | TRANSFER FROM ACCOUNT NUMBER | TRANSFER TO ACCOUNT NUMBER | 2022 WKR COMP RATE X 0.007549 |
|---|---------------------------------|-------------------------------|----------------------------------|
| <u>GENERAL FUND</u> | | | |
| | Rate: 0.120149 | | |
| PUBLIC EMPLOYER EMERG. ORGANIZATION | E-0256-A014-A14.004 | R-9899-Y089-Y04.574 | \$ 1,153.00 |
| | Rate: 0.007549 | | |
| GENERAL FUND | E-0256-A014-A14.004 | R-9899-Y089-Y04.574 | \$ 90,581.81 |
| UNDIVIDED ESTATE TAX (X 0.128952 RATE) | E-0256-A014-A14.004 | R-9899-Y089-Y04.574 | \$ 18.27 |
| | | TOTAL GENERAL FUND | \$ 91,753.08 |
| <u>OTHER AGENCIES</u> | | | |
| DOG AND KENNEL | E-1600-B000-B09.004 | R-9899-Y089-Y04.574 | 1,096.24 |
| PUBLIC ASSISTANCE | E-2510-H000-H13.004 | R-9899-Y089-Y04.574 | 32,890.38 |
| FLOOD GRANT-PD FROM WIA | E-2600-H005-H11.000 | R-9899-Y089-Y04.574 | 1,419.74 |
| C.S.E.A. | E-2760-H010-H08.004 | R-9899-Y089-Y04.574 | 4,554.09 |
| REAL ESTATE ASSESSMENT | E-1310-J000-J05.004 | R-9899-Y089-Y04.574 | 2,561.89 |
| M.V.G.T. K-1 & K-2 | E-2811-K000-K09.004 | R-9899-Y089-Y04.574 | 2,055.08 |
| M.V.G.T. K-11 | E-2812-K000-K22.004 | R-9899-Y089-Y04.574 | 9,292.43 |
| M.V.G.T. K-25 | E-2813-K000-K35.004 | R-9899-Y089-Y04.574 | 3,096.68 |
| SOIL CONSERVATION | E-1810-L001-L12.004 | R-9899-Y089-Y04.574 | 724.25 |
| WATER SHED COORDINATOR-SOIL | E-1815-L005-L12.004 | R-9899-Y089-Y04.574 | 194.56 |
| PORT AUTHORITY | E-9799-S012-S09.004 | R-9899-Y089-Y04.574 | 979.61 |
| DISTRICT DETENTION HOME | E-0910-S033-S45.004 | R-9899-Y089-Y04.574 | 7,208.63 |
| MENTAL HEALTH | E-2310-S049-S61.004 | R-9899-Y089-Y04.574 | 2,562.49 |
| BCBDD-MAIN FUND | E-2410-S066-S77.004 | R-9899-Y089-Y04.574 | 24,849.37 |
| BELMONT COUNTY SENIOR PROGRAM | E-5005-S070-S03.004 | R-9899-Y089-Y04.574 | 12,912.05 |
| CERTIFICATE OF TITLE | E-6010-S079-S09.004 | R-9899-Y089-Y04.574 | 1,917.41 |
| MEDIATION SERVICES-COMMON PLEAS | E-1544-S054-S03.004 | R-9899-Y089-Y04.574 | 191.18 |
| TARGETED COM ALTERN TO PRISON | E-1545-S055-S02.002 | R-9899-Y089-Y04.574 | 594.09 |
| PROBATION SERVICE GRANT | E-1546-S056-S04.001 | R-9899-Y089-Y04.574 | 382.71 |
| EASTERN COURT COMPUTER FUND | E-1570-S084-S12.004 | R-9899-Y089-Y04.574 | |
| NORTHERN COURT-SPECIAL | E-1561-S086-S04.004 | R-9899-Y089-Y04.574 | 412.54 |
| EASTERN COURT-SPECIAL | E-1571-S087-S04.004 | R-9899-Y089-Y04.574 | 332.33 |
| WESTERN COURT-SPECIAL | E-1551-S088-S04.004 | R-9899-Y089-Y04.574 | 426.90 |
| JUVENILE COURT-GEN SPECIAL PROJECT | E-1589-S096-S09.000 | R-9899-Y089-Y04.574 | 85.36 |
| OAKVIEW JUVENILE REHABILITATION | E-8010-S030-S67.004 | R-9899-Y089-Y04.574 | 5,727.65 |

| | | | |
|------------------------------------|---------------------|---------------------|------------|
| MHAS SUBSIDY GRANT | E-1518-S075-S03.002 | R-9899-Y089-Y04.574 | 230.45 |
| CORRECTIONS ACT GRANT-COMMON PLEAS | E-1520-S077-S05.004 | R-9899-Y089-Y04.574 | 493.61 |
| W.I.C. PROGRAM | E-4110-T075-T52.008 | R-9899-Y089-Y04.574 | 1,462.16 |
| LAW LIBRARY RESOURCES FUND | E-9720-W020-W04.004 | R-9899-Y089-Y04.574 | 47.44 |
| PROSECUTOR'S VICTIM PROGRAM | E-1511-W080-P06.004 | R-9899-Y089-Y04.574 | 0.00 |
| DRETAC-PROSECUTOR | E-1510-W081-P06.004 | R-9899-Y089-Y04.574 | 412.34 |
| DRETAC-TREASURER | E-1410-W082-T06.004 | R-9899-Y089-Y04.574 | 262.04 |
| WATER DEPARTMENT | | | |
| WATER WORKS FUNDS | E-3702-P005-P30.004 | R-9899-Y089-Y04.574 | 11,041.16 |
| SANITARY SEWER FUNDS | E-3705-PO53-P14.004 | R-9899-Y089-Y04.574 | 2,531.85 |
| JUVENILE COURT GRANTS | | | |
| ALTERNATIVE SCHOOL | E-0400-M067-M03.004 | R-9899-Y089-Y04.574 | 365.07 |
| CARE AND CUSTODY-YSSP | E-0400-M060-M28.004 | R-9899-Y089-Y04.574 | |
| DIVERSION | E-0400-M060-M83.004 | R-9899-Y089-Y04.574 | |
| PLACEMENT II | E-0400-M075-M04.000 | R-9899-Y089-Y04.574 | 708.48 |
| TITLE IV-E REIMB | E-0400-M078-M02.008 | R-9899-Y089-Y04.574 | 2,473.84 |
| COUNTY HEALTH | | | |
| COUNTY HEALTH | E-2210-E001-E11.004 | R-9899-Y089-Y04.574 | 1,410.06 |
| TRAILER PARKS | E-2211-F069-F02.002 | R-9899-Y089-Y04.574 | 50.35 |
| HOME SEWAGE TREATMENT SYSTEMS | E-2227-F074-F06.000 | R-9899-Y089-Y04.574 | 473.59 |
| VITAL STATISTICS | E-2213-F075-F02.003 | R-9899-Y089-Y04.574 | 252.57 |
| REPRODUCTIVE HEALTH | E-2215-F077-F01.002 | R-9899-Y089-Y04.574 | 285.34 |
| PH EMERGENCY READINESS | E-2229-F081-F01.001 | R-9899-Y089-Y04.574 | 429.30 |
| PREP | E-2230-F082-F01.002 | R-9899-Y089-Y04.574 | |
| PHEP | E-2231-F083-F01.002 | R-9899-Y089-Y04.574 | 322.80 |
| NURSING PROGRAM | E-2232-F084-F02.008 | R-9899-Y089-Y04.574 | 373.13 |
| CHILD & FAMILY HEALTH SERVICE | E-2233-F085-F01.002 | R-9899-Y089-Y04.574 | 506.35 |
| GET VACCINATED | E-2236-F088-F01.002 | R09899-Y089-Y04.574 | 80.04 |
| INTEGRATED NALOXONE ACCESS/INFRAST | E-2237-F089-F01.002 | R-9899-Y089-Y04.574 | 181.61 |
| FOOD SERVICE | E-2218-G000-G06.003 | R-9899-Y089-Y04.574 | 691.72 |
| WATER SYSTEM FUND | E-2219-N050-N04.002 | R-9899-Y089-Y04.574 | 52.40 |
| SWIMMING POOLS AND SPAS | E-2220-P070-P01.002 | R-9899-Y089-Y04.574 | 31.56 |
| | | TOTAL | 233,390.00 |
| PWRE RATE (X 0.002516) | | | |
| PUBLIC WORKS RELIEF EMPLOYEES | E-2510-H000-H08.004 | R-9899-Y089-Y04.574 | 645.00 |
| | | TOTAL | 234,035.00 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies.
BOO DOG & KENNEL FUND/GENERAL FUND TRANSFER-\$5,000.00 transferred from the General Fund into R-1611-B000-B11.574 on 11/23/2021. *(Transferred from contingencies)*

OIL & GAS RECEIPTS OCTOBER AND NOVEMBER/GENERAL FUND-\$75,081.66 deposited into R-0050-A000-A02.500 on dates below-

| | |
|------------|-------------|
| 10/25/2021 | \$8,424.10 |
| 10/27/2021 | \$487.28 |
| 10/27/2021 | \$188.95 |
| 11/01/2021 | \$481.50 |
| 11/01/2021 | \$23,703.22 |
| 11/01/2021 | \$12,452.28 |
| 11/01/2021 | \$299.70 |
| 11/01/2021 | \$8,015.50 |
| 11/02/2021 | \$168.56 |
| 11/02/2021 | \$446.78 |
| 11/02/2021 | \$14,009.22 |

| | |
|--------------|--------------------|
| 11/03/2021 | \$728.70 |
| 11/03/2021 | \$448.32 |
| 11/03/2021 | \$1,173.66 |
| 11/03/2021 | \$2,877.61 |
| 11/04/2021 | \$164.78 |
| 11/05/2021 | \$1,011.50 |
| TOTAL | \$75,081.66 |

W98 CEBCO WELLNESS GRANT/GENERAL FUND TRANSFER-\$9,972.00 transferred from the General Fund into R-1498-W098-W05.574 on 11/23/2021 *(Transferred from contingencies)*

W98 CEBCO WELLNESS GRANT FUND-\$2,807.19 paid into R-1498-W098-W016.501, Grant-2021 on 11/22/2021. *(Reimbursement from CEBCO)*

2020 CLOSED PO'S-

A00 GENERAL FUND

| | | | |
|------------|---------------------|-------------------|--------------|
| PO# 522321 | E-0055-A004-B19.000 | County Buildings | \$400,000.00 |
| PO# 522328 | E-0253-A008-D03.000 | Crippled Children | \$110,059.38 |
| PO# 522334 | E-0257-A015-A13.000 | County Buildings | \$3,915.00 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

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

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

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS-Mike Schlanz to Steubenville, OH, on December 1, 2021, to attend the Jefferson County CAC WIOA Incumbent Worker training meeting. Estimated expenses: \$24.17.

SSOBC-Dorothy Burkhart to Wheeling, WV, on December 9, 2021, for a senior outing to Oglebay Park and Uncle Pete's. 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 November 23, 2021 and the Special Meeting of November 30, 2021.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF HIRING EUGINIA BLAZAK AS FULL-TIME DELIVERY WORKER (DRIVER)/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Meyer to hire Eugenia Blazak as a full-time Delivery Worker (Driver) at Senior Services of Belmont County, effective December 6, 2021.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF ACCEPTING THE ANNUAL REPORT ON THE DELINQUENT TAX & ASSESSMENT COLLECTION (DTAC) FUND FOR 2021

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the annual report on the Delinquent Tax & Assessment Collection (DTAC) Fund for fiscal year 2021 as submitted by Katherine J. Kelich, Belmont County Treasurer, pursuant to Ohio Revised Code Section 321.261.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF APPROVING THE QUOTE DATED NOVEMBER 22, 2021, FROM LOGO TEK SIGNS/SHERIFF'S

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the quote dated November 22, 2021, from Logo Tek Signs in the amount of \$2,060.00 to cut and install required reflective graphics on four new Sheriff's Department vehicles.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF APPROVING THE EXCLUSIVE VENDING AGREEMENT WITH JAMES VENDING/COURTHOUSE

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the exclusive vending agreement with James Vending to provide vending services for the Belmont County Courthouse for a three-year term, effective December 1, 2021.

Note: The agreement will automatically renew every year after the initial three-year term unless a written notice is submitted 30 days prior.

James Vending Exclusive Vending Agreement with

**Belmont County, OH
for
The Belmont County Courthouse**

1. Agreement – An agreement has been reached between James Vending and Belmont County to provide vending services for the Belmont County Courthouse. James Vending will remain as the exclusive provider of beverage, snack, coffee and frozen food vending for the entire facility. James Vending will provide all beverage, snack, coffee and frozen food equipment for a period of 3-years. Agreement shall be 3-years from the date below in section (6) and will remain in full force and effect. Following the 3-year term the contract will automatically renew and continue year to year there after. **Cancellation of the agreement will require a written notice (electronic or mail) to be submitted to James Vending 30 days before any renewal date; including at the end of the initial 3-year term, or any of the annual renewals.**

2. Equipment – Equipment will be attractive and will be in good working condition.

3. Pricing – Pricing will be reviewed periodically and could be adjusted to reflect increases taken on from suppliers.

4. Revenue Loss - James Vending reserves the right to remove one or more pieces of equipment due to insufficient revenues or misuse of equipment. **This could require Belmont County to provide a lift to remove machine(s), depending on the size of the unit(s).**

5. Service- All services will be performed by a professional James Vending team member. All services will be at or above industry standard.

6. James Vending Representative

Print Justin Packrone
Sign Justin Packrone /s/
Title Director of Operations
Date 11-30-21

Belmont County Courthouse Representative

Print Jerry Echemann, J. P. Dutton, Josh Meyer
Sign Jerry Echemann /s/, J. P. Dutton /s/, Josh Meyer /s/
Title Belmont County Commissioners
Date 12-1-21

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF APPROVING AGREEMENT WITH SOUTH CENTRAL
POWER COMPANY/WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the agreement with South Central Power Company for joint use of system poles for private wireless communications service attachments in the amount of \$17.02 per pole annually, based upon the recommendation of Kelly Porter, Belmont County Water and Sewer District Director.

Note: This is for the Water & Sewer District's new metering system.

AGREEMENT FOR JOINT USE OF SYSTEM POLES
FOR PRIVATE WIRELESS COMMUNICATIONS SERVICE ATTACHMENTS

THIS AGREEMENT, made this 1st day of December, 2021 by and between BELMONT COUNTY, a county government under the laws of the State of Ohio (hereinafter called the "Licensee") and South Central Power Company (hereinafter called the "Owner"), a corporation not-for-profit organized under the laws of the State of Ohio;

WITNESSETH:

WHEREAS, the Licensee proposes to furnish one or more lawful wireless communications services to operate a private wireless network for the purposes of public water supply metering within the Owner's service area, and will need to erect and maintain aerial devices, cables, wires, and/or associated facilities throughout the area to be served, and desires to attach such devices, cables, wires, and/or facilities to poles of the Owner; and

WHEREAS, the Owner is willing to permit, to the extent it may lawfully do so, the attachment of said devices, cables, wires, and/or facilities to its poles where, in its judgment, safety will not be adversely affected and such use will not interfere with its own service requirements and with the rights or privileges of other parties using the Owner's poles; and

WHEREAS, the Owner has performed an analysis of the cost of its facilities which, pursuant to the terms of this Agreement, may be subjected to joint use hereunder, and the rentals and charges provided for in this Agreement have been determined to be an equitable allocation of that portion of the Owner's costs which are or may be attributable to the Licensee's use of the Owner's facilities;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

ARTICLE I
SPECIFICATIONS

(a) The joint use of the poles covered by this Agreement shall at all times conform to the requirements of the latest edition of the National Electric Safety Code, and subsequent revisions thereof, except where the lawful requirements of public (i.e., governmental) authorities, including, without limitation, the Rural Utilities Service, may be more stringent, in which case the latter will govern.

(b) The strength of poles covered by this Agreement shall be sufficient to withstand the transverse and vertical loads imposed upon them under the storm loadings of the National Electrical Safety Code assumed for the area in which they are located.

ARTICLE II
ESTABLISHING JOINT USE OF POLES

(a) Before the Licensee shall make use of any of the poles of the Owner, including any overloading by Licensee of existing cable attached to Owner's poles, the Licensee shall request permission therefor from the Owner in writing on the application form attached hereto and identified as Appendix A, and shall comply with the procedure set forth therein and in this Article II. (Overloading is the wrapping of a second wire or cable around a pre-existing and permitted cable which is attached to a pole). The Licensee shall attach to such application form detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the poles of the Owner to be used jointly, the number and physical characteristics of the attachments to be placed on such poles, any rearrangements of the Owner's fixtures and equipment necessary for joint use, any recommended rearrangement of other licensee's fixtures and equipment to accommodate Licensee's attachments, any relocations or replacements of existing poles, and any additional poles that may be required. The Licensee shall also provide as part of its application the specifications of any required staking, including device cutsheets, tensions, conductor sizes, weights, guy strength, and other relevant specifications. If the Licensee does not provide such staking specifications as part of its application, the Owner may calculate such specifications using the data supplied by the Licensee as part of its application and various assumptions determined by the Owner in its reasonable discretion. Licensee shall reimburse Owner for the costs and expenses incurred by Owner in making such calculations. The Owner shall have the right to reject such application, if the Owner determines, in its sole discretion, that joint use under the circumstances is undesirable. The Owner shall notify the Licensee in writing within thirty (30) days from the date of receipt of such application whether such application is approved or rejected.

(b) If the Owner approves such application and the accompanying construction plans and drawings, the Owner shall, on the basis of such detailed construction plans and drawings, submit to the Licensee within thirty (30) days a cost estimate (including overhead and less salvage value of materials) for all changes that may be required in each such pole line, including an estimated completion date for such changes. Upon written notice by the Licensee to the Owner that the cost estimate is approved, the Owner shall proceed with reasonable diligence to complete such construction within the time specified in the application, but shall not be responsible or liable to the Licensee for delays in construction caused by circumstances beyond the control of the Owner. Nothing in the foregoing shall preclude the parties hereto from making any mutually agreeable arrangement for contracting for or otherwise accomplishing the necessary changes.

(c) Upon completion by the Owner of all necessary changes in the pole line covered by the application, the Licensee shall pay to the Owner the actual cost (including overhead and less salvage value of materials) of making such changes. The obligation of the Licensee hereunder shall not be limited to amounts shown on estimates made by the Owner hereunder. An itemized statement of actual cost of all such changes shall be submitted by the Owner to the Licensee in a form mutually agreed upon.

(d) Upon payment of such charges to the Owner, the Licensee shall have a revocable, non-exclusive, and limited license hereunder to jointly use the poles of Owner and to make, at its own expense, attachments to such poles in accordance with the terms of the application and of

this Agreement. The Licensee shall make such attachments in such a manner as not to interfere with the service of the Owner, and shall place guys and anchors to sustain any unbalanced loads caused by its attachments.

(e) Any reclearing of existing rights-of-way and any trimming necessary for the establishment of joint use of a pole line hereunder shall be performed by the parties as may be mutually agreed upon. Each party, including other third parties benefiting from this work, shall bear a proportionate share of the cost of any such right-of-way reclearing and trimming.

(f) All poles jointly used under this Agreement shall remain the property of the Owner. Subject to Article IX hereof, no use, however extended, of Owner's poles or payment of any fee or charge hereunder shall create or vest in Licensee any claim of right, possession, title, interest, or ownership in or of such poles. Nothing herein shall be construed to compel Owner to construct, reconstruct, retain, extend, repair, place, replace, or maintain any pole which, in Owner's sole discretion, is not needed for its own purposes. Owner will have the right to operate, relocate and maintain its facilities in such a manner as will best enable Owner, in its sole discretion, to fulfill its service requirements to its customers.

(g) The Owner reserves the right to reasonably exclude any of its facilities from joint use.

(h) All attachments are to be placed on poles of the Owner in a manner satisfactory to the Owner and so as not to interfere with the present or any future use which the Owner may desire to make of such poles, wires or other facilities. All attachments shall be installed and maintained by the Licensee so as to meet or exceed the requirements of the National Electrical Safety Code and any other applicable regulations or codes promulgated by federal, state, local or other governmental authority having jurisdiction. Licensee shall recognize and assume at all times that the electric wires of Owner are energized and that working in the vicinity of the wires poses potential dangers, and Licensee shall warn all of its employees, agents, contractors, and subcontractors, or any other parties who may be working on behalf of Licensee, of the potential dangers. The Licensee shall take any necessary precautions, by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of the Licensee's attachments on the Owner's poles. The Owner shall be the sole judge as to the requirements for the present or future use of its poles and equipment and of any interference therewith.

(i) A typical installation, the "standard pole", shall be a 40 Class 5 pole, and the typical space allocations on a "standard pole" shall be as follows:

1. Uppermost seven feet: Electric Cooperative;
2. Next three feet four inches: Restricted and unoccupied;
3. Next one foot: Television cable;
4. Next two feet: Telephone company cable.
5. Remaining lower space: Authorized Private Use Attachments

(j) In any case where it is necessary for the Owner to replace a pole because of the necessity of providing adequate space or strength to accommodate the attachments of the Licensee thereon, either at the request of the Licensee or to comply with the above codes and regulations, the Licensee shall pay the Owner the total cost of this replacement. Such cost shall be the total estimated cost of the new pole including material, labor and applicable overheads, plus the cost of transferring existing electric facilities to the new pole, plus the cost of removal of the existing pole and any other incremental cost required to provide for the attachments of the Licensee, minus salvage value of any facilities removed.

(k) Licensee shall also pay to the Owner and other licensees thereof the cost of removing all existing attachments from the existing pole and re-establishing the same or like attachments on the newly installed pole. The new pole shall be the property of the Owner regardless of any payments by the Licensee towards its cost, and the Licensee shall acquire no right, title or interest in such pole.

(l) Nothing contained in this Agreement shall obligate the Licensee to pay the costs of the Owner or any other licensees to bring its attachments into compliance with applicable codes and regulations when such discrepancies pre-exist the Licensee's use of the poles.

(m) Subject to the terms and conditions of this Agreement, if the Licensee's proposed attachments can be accommodated on existing poles of the Owner by rearranging facilities of the Owner and of other licensees thereon, such rearrangement shall be made by the Owner and such other licensees, and the Licensee shall on demand reimburse the Owner and such other licensees for any expense incurred by them in transferring or rearranging such facilities. Any additional guying required by reason of the attachments of the Licensee shall be made by the Licensee at its expense, and to the satisfaction of the Owner.

ADDITIONAL WIRELESS TECHNICAL CONSIDERATIONS

(A) Technical Review and Preparation of Attachment Specifications

In its application or proposal for attachments as described in the Agreement, the Licensee shall describe in detail the specific wireless communications equipment proposed to be attached to Cooperative's poles, including manufacturer and technical specifications, the proposed location of the Equipment on Cooperative's poles, and the expected and maximum radio frequency (RF) and power levels at which the Equipment will operate. Cooperative may commence a supplemental technical review of the Licensee's proposed wireless communications equipment attachments. If, during the aforementioned supplemental technical review and prior to any installation of the Equipment, Cooperative determines, in its sole discretion, that the Equipment may be attached to the Cooperative's poles, then Cooperative shall prepare technical attachment specifications ("Attachment Specifications") describing the location where the Equipment may be attached and the manner in which the Equipment may be installed and operated. If Cooperative determines in its sole discretion that the Equipment is not suitable for attachment to the Cooperative's poles, the Licensee will be given the opportunity to propose alternative Equipment, which will then be subject to Cooperative's supplemental technical review and, if approved, Attachment Specifications. Licensee shall reimburse Cooperative for the costs and expenses reasonably incurred by Cooperative in performing the aforementioned supplemental technical reviews and preparing the Attachment Specifications. Licensee shall also reimburse Cooperative for the costs and expenses reasonably incurred by Cooperative in performing any supplemental technical review necessitated by Cooperative's desire to replace or upgrade the Cooperative's poles to accommodate the Equipment. Licensee shall not attach the Equipment to Cooperative's poles until after Cooperative has completed the supplemental technical review, if any, prepared the Attachment Specifications, and otherwise approved the proposed attachments.

(B) Frequency Operation

(1) Radiation Exposure

Licensee shall operate its Equipment in compliance with all applicable Federal Communications Commission (FCC) and Occupational Safety and Health Administration (OSHA) regulations, the Attachment Specifications, and all other applicable governmental regulations, and provide Cooperative evidence of such compliance. Cooperative may independently test the Equipment to confirm radiation exposure levels, and Licensee will provide the necessary equipment and radio frequency specifications to be tested. Licensee represents, warrants, covenants and agrees that the RF emissions from its wireless communications equipment do not and shall not exceed recommended exposure levels. Equipment found to be operating with RF emissions that exceed recommended exposure levels shall constitute default of this Addendum and the Agreement and shall be subject to fees of \$500 per attachment per day.

(2) Radio Interference

In the event that Cooperative installs any improvements on its poles, which materially interfere with the transmission or reception of Licensee's Equipment, then Licensee's sole remedy shall be to either remove the Equipment affected or work with Cooperative to find an alternative location for the Equipment that is mutually acceptable to Cooperative and Licensee and in compliance with the terms of this Addendum.

(3) FCC Licensing

Licensee shall obtain all necessary FCC authorizations in accordance with applicable federal law, and Licensee represents and warrants that the Equipment shall be operated in compliance with the law.

(4) Interruption of Communication Equipment Use

Licensee shall install notification signs and a mechanism upon the Equipment to interrupt use of the Equipment when necessary to allow Cooperative to access its poles and facilities. Such disconnect capability must be readily accessible and identifiable, and be suitable for lock out, tag out safety procedures. Cooperative shall be permitted to temporarily interrupt operation of any Equipment, with or without notice to Licensee, upon a reasonable determination by Cooperative that necessary service to its poles and facilities may not be rendered without such interruption. Cooperative shall further be permitted to rearrange or remove the Equipment during emergencies.

(C) Permitted Use

Licensee shall only use the Equipment subject to this Addendum for the purpose of wireless communications. Such communications transmission and operation shall be conducted in accordance with the Attachment Specifications, any standards imposed by the FCC and any other applicable local, state, or federal body with authority over such transmission and operation.

(D) Installation, Operation and Maintenance of the Equipment

Licensee shall install, operate and maintain the Equipment in a manner that does not interfere with the present or any future use which Cooperative may desire to make of its poles. Licensee shall install, operate and maintain the Equipment in compliance with the National Electric Safety Code ("NESC"), any other applicable regulations or codes promulgated by any federal, state, local or other governmental authority having jurisdiction, the Attachment Specifications, and any other installation, operation or maintenance requirements established by Cooperative.

(E) Location of the Equipment

Licensee will not install, place, or transfer any Equipment into National Electric Safety Code ("NESC") defined power space. The Equipment shall be located only in NESC defined communication worker safety zones or below. Licensee shall only locate Equipment on the portions of Cooperative's poles specifically agreed upon by Licensee and Cooperative and as documented in the Attachment Specifications. Locating Equipment above the NESC-defined power space, including on the tops of poles, is not authorized under this Addendum, except on poles on which there is no installed equipment capable of operating above 600 volts, in which case the Cooperative may, in its sole discretion, authorize the Licensee to locate the Equipment on such pole tops, as documented in the Attachment Specifications. The Equipment shall occupy no more than three vertical feet of space on any pole to which it is attached.

(F) Energized Lines

Licensee shall recognize and assume at all times that the electric wires of Cooperative are energized and that working in the vicinity of the wires poses potential dangers, and Licensee shall warn all of its employees, agents, contractors, and subcontractors, or any other parties who may be working on behalf of Licensee, of the potential dangers. The Licensee shall take any necessary precautions, by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of the Licensee's attachments on the Cooperative's poles. The Cooperative shall be the sole judge as to the requirements for the present or future use of its poles and equipment and of any interference therewith.

(G) Electricity Use

Licensee shall be responsible for and promptly pay all utility charges for electricity, telephone service or any other utility used or consumed by Licensee as required by the Cooperative.

ARTICLE III

EASEMENTS AND RIGHTS-OF-WAY FOR LICENSEE'S ATTACHMENTS

The Owner does not warrant or assure to the Licensee any right-of-way privileges, easements, or governmental licenses, permits, or approvals, and if the Licensee shall at any time be prevented from placing or maintaining its attachments on the Owner's poles, no liability on account thereof shall attach to the Owner. Each party shall be responsible for obtaining its own easements, rights-of-way, and governmental licenses, permits, and approvals, where required. Owner does not, by allowing Licensee to attach pursuant to this Agreement, grant, convey, nor guarantee any easements, rights-of-way, or governmental licenses, permits, or approvals, for the construction and maintenance of said attachments. Licensee shall indemnify and save Owner harmless from any and all claims, including expenses incurred by Owner to defend itself against such claims, resulting from or arising out of the failure of Licensee to obtain any necessary right-of-way, easement, or governmental license, permit or approval, for the construction or maintenance of said attachments on Owner's poles.

ARTICLE IV

MAINTENANCE OF POLES, ATTACHMENTS AND RIGHT-OF-WAY

- (a) The Owner shall, at its own expense, maintain the jointly used poles in a safe and serviceable condition and in accordance with the specifications mentioned in Article I hereof and shall replace, reinforce, or repair such of these poles as become defective.
- (b) Whenever right-of-way considerations or public regulations make relocation of a pole, or poles, necessary, such relocations shall be made by the Owner at its own expense, except that each party shall bear the cost of transferring its own attachments.
- (c) Whenever it is necessary to replace or relocate a jointly used pole, the Owner shall, before making such replacement or relocation, give 60 days notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacements or relocation, and the Licensee shall, at the time so specified, transfer its attachments to the new or relocated joint pole. Should the Licensee fail to transfer its attachments to the new or relocated joint pole at the time specified for such transfer of attachments, the Owner may elect to do such work, and the Licensee shall pay the Owner the cost thereof. In the event the Licensee fails to transfer its attachments and the Owner does such work, the Owner shall not be liable for any loss or damage to the Licensee's facilities which may result therefrom.
- (d) Except as otherwise provided in Section (e) of this Article, each party shall at all times maintain all of its attachments in accordance with the specifications mentioned in Article I hereof and shall keep them in safe condition and in thorough repair. All necessary right-of-way maintenance, including tree trimming or cutting, shall be performed by the parties as may be mutually agreed upon, and the cost thereof shall be borne by the parties as provided in Article II (e) hereof.
- (e) Any existing joint use construction of the parties which does not conform to the specifications mentioned in Article I hereof shall be brought into conformity therewith as soon as practicable. When such existing construction shall have been brought into conformity with said specifications, it shall at all times thereafter be maintained as provided in Sections (a) and (d) of this Article.
- (f) Whenever the Owner notifies the Licensee in writing that the attachments of the Licensee interfere with the operation of facilities of the Owner or other licensee, or constitute a hazard to the service rendered by the Owner or other licensee, or fail to comply with codes or regulations mentioned above, the Licensee shall, within 30 days after the date of such notice, remove, rearrange, or change its attachments as directed by the Owner. In case of emergency, the Owner reserves the right to remove or relocate the attachments of the Licensee at the Licensee's expense and without notice, and no liability therefor shall be incurred by the Owner because of such action.

ARTICLE V

POLE INSPECTION

- (a) Owner reserves the right to inspect each new or proposed installation of Licensee on Owner's poles. Any costs incurred by Owner in conducting such inspections shall be fully reimbursed by Licensee. In addition, Owner may make periodic inspections, as conditions may warrant, for the purpose of determining compliance with Articles I and II hereof, and Licensee shall, on demand, reimburse Owner for the expense thereof, but no more than one such additional periodic inspection shall be billed to Licensee in any calendar year. Owner's right to make any inspections and any inspection made pursuant to such right shall not relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.
- (b) Not more often than once every five (5) years, Owner may conduct a field inspection of its poles for the purpose of verifying the number, location and physical characteristics of all attachments of Licensee in the area covered by this Agreement. Owner shall give to Licensee at least ninety (90) days prior notice of such inspection, and not less than fourteen (14) days prior to the scheduled date of such inspection, Licensee shall advise Owner if Licensee desires to make a joint inspection with Owner. Licensee shall reimburse Owner for Owner's expenses incurred in making such inspection, whether or not Licensee elects to participate. Owner shall upon request furnish a summary report of such inspection within a reasonable time after its completion.

ARTICLE VI

INSTALLATION OF NEW POLES

- (a) Where Owner decides to install a new pole in a location where facilities have not been previously placed, and Licensee proposes to attach to such pole, the following rules shall apply:
1. Owner shall make a determination of whether any given pole, engineered to meet Owner's requirements, has enough height and/or strength to accommodate Licensee's and/or other parties' facilities.
 2. Licensee shall be responsible for the cost of the extra height and/or strength of the pole to accommodate Licensee's attachments.

3. If multiple parties propose making attachments at the same time, the extra height and/or strength of the pole needed to accommodate the attaching parties shall be shared equally among the attaching parties.
4. The cost of extra height and/or strength shall be calculated as the difference between the total cost (all material, labor and overhead for Owner to set a bare pole) of the new pole, and the current total cost of a pole considered by Owner to be adequate for the facilities of Owner.
 - (b) Where Owner installs a new pole solely for Licensee, all material, labor and overhead costs, including the cost of transferring facilities, shall be paid to Owner by such Licensee.

ARTICLE VII INSURANCE AND LIENS

- (a) The Licensee shall take out and maintain throughout the period during which this Agreement shall remain in effect, the following minimum insurance:
 1. Worker's compensation insurance in compliance with the statutory requirements of the State of operation, including occupational disease if and as required by statute, covering all employees of the Licensee who shall perform any of the obligations of the Licensee hereunder, whether or not such insurance is required by the laws of the state governing the employment of any such employee. If any employee is not subject to the Worker's Compensation Law of Ohio, such insurance shall be extended to such employee by voluntary coverage to the same extent as though such employee were subject to such law.
 2. Commercial general liability insurance covering all operations under this Agreement; for bodily injury or death and property damage in an amount not less than \$ 1,000,000 per each occurrence for bodily injury and property damage covering and \$1,000,000 general aggregate including contractual liability accidents during the policy period.
 3. Commercial automobile liability insurance covering all vehicles used in connection with this Agreement, whether Licensee owned, non-owned or hired, for bodily injury or death and property damage in an amount not less than \$1,000,000 for each occurrence for accidents during the policy period.
 4. Contractual liability insurance in the amounts set forth in (1), (2), and (3) above, to cover the liability assumed by the Licensee under the agreements of indemnity set forth in this Agreement.
- (b) The policies of insurance shall be in such form and issued by an insurer licensed authorized and permitted to do business in Ohio, and shall be reasonably satisfactory to the Owner. The Licensee shall furnish to the Owner, with its first application for joint use hereunder, a certificate of insurance evidencing compliance with the foregoing requirements. Upon receipt of notice from its insurer(s), the Licensee shall use commercially reasonable efforts to provide the Owner with thirty (30) days' prior written notice of cancellation of a required coverage. If at the time of loss, the Owner has its own insurance policy or policies covering the same loss, the insurance herein referred to, provided by the Licensee, pursuant to the terms of this Agreement shall be considered primary insurance and shall respond initially, despite any insurance carried by the Owner which may be applicable with respect to such loss, unless said loss is due solely to the negligence of the Owner in which case any applicable Owner's insurance shall be considered primary insurance.
- (c) The Licensee, upon reasonable request therefor by the Owner, shall satisfy, bond over, and/or discharge, or cause to be satisfied, bonded over, and/or discharged, all mechanic's or other liens, conditional sales and chattel mortgages, if any, in connection with any work herein to be performed by Licensee.

ARTICLE VIII RECOVERY OF SPACE BY OWNER

- (a) If the Owner shall at any time require the space occupied by the Licensee's attachments on the Owner's poles, the Licensee shall remove its attachments within ninety (90) days after receipt of written notice from the Owner of the Owner's need for such space. Upon the failure of the Licensee to remove its attachments within such period, the Owner may remove such attachments and the Licensee shall pay the Owner the cost thereof. The Owner shall incur no liability therefor as a result of such action.
- (b) In the event the Licensee, upon receipt of a notice from the Owner given under Section (a) of this Article, shall desire that the Owner replace any existing poles in order to provide space for the Licensee's attachments, the Licensee shall submit its request to the Owner therefor in accordance with the provisions of Article II hereof.

ARTICLE IX ABANDONMENT OF JOINTLY USED POLES

- (a) If the Owner desires at any time to abandon any jointly used pole, it shall give the Licensee notice in writing to that effect at least ninety (90) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Owner shall have no attachments on such pole, but the Licensee shall not have removed all of the attachments therefrom, such pole shall thereupon become the property of the Licensee, and the Licensee shall save harmless the Owner from all obligations, liability, damages, cost, expenses or charges incurred thereafter; and shall pay the Owner for such pole an amount equal to the Owner's depreciated cost thereof. The Owner shall further evidence transfer to the Licensee of title to the pole by means of a Bill of Sale.
- (b) The Licensee may at any time, abandon the use of a joint pole by giving due notice thereof in writing to the Owner and by removing therefrom any and all attachments it may have thereon. The Licensee shall in each case pay to the Owner the full rental for said pole for the then current year.

ARTICLE X RENTALS

- (a) On or about the first day of January of each year, the parties acting in cooperation shall tabulate the total number of poles in joint use as of the preceding day, and the number of poles on which the Licensee removed all of its attachments during the twelve (12) preceding months, which tabulation shall indicate the number of poles on which rentals are to be paid to the Owner by the Licensee.
- (b) The rental per pole due from the Licensee to the Owner shall be \$17.02 per annum for each jointly used pole as shown by the annual tabulation of joint poles provided for herein. Such rentals shall be paid by the Licensee to the Owner within thirty (30) days from the date the Licensee receives a statement from the Owner specifying the amount of such annual rental. No additional rental fee shall be charged for permitted overlash of existing cable by the Licensee or permitted additional attachments within the permitted space.
- (c) Licensee shall make no attachment to or other use of any pole of Owner or any facilities of Owner thereon, except as authorized pursuant to this Agreement. If the Licensee makes any unauthorized attachment to or use of any pole of the Owner or any facilities of Owner thereon, the Owner may require the Licensee to either:
 1. Thereafter pay the Owner the annual rental as provided in this Agreement, and pay the Owner an unauthorized rental fee. Such unauthorized rental fee shall be calculated retroactively from the date of this Agreement, or the last inspection by the Owner, whichever date is more recent, and shall be based on two times the normal rental rate per pole per annum for such period, but in no event shall such period exceed five years, or
 2. Remove its attachments from such poles, and pay the Owner an unauthorized rental fee as described above.
- (d) Commencing with year 2020 and then every third year thereafter, the Owner may increase or decrease the annual rental fees to be charged the Licensee for the use of the Owner's poles effective January 1 of such year. Such increase or decrease in annual rental fees shall be based on the methodology set forth in Appendix B attached hereto and shall use costs and statistics from the calendar year immediately preceding the calendar year in which the revised rental fees are to become effective.

ARTICLE XI RIGHTS OF OTHER PARTIES

- (a) Owner shall not, by giving access to its facilities under the terms of this Agreement, grant an exclusive license, right or privilege to Licensee, nor shall such access by Licensee serve to limit, restrict, or prohibit Owner from using its facilities to serve its customers or other licensees. Owner shall have the right to grant licenses, rights, or privileges to others to use any facilities covered by this Agreement. If the Owner, prior to the execution of this Agreement, has conferred, or hereafter confers, upon others not parties to this Agreement, by contract or otherwise, rights or privileges to use any poles covered by this Agreement, nothing herein contained shall be construed as affecting such rights or privileges, and the Owner shall have the right, by contract or otherwise, to continue or extend such existing rights or privileges. Prior to making any attachments to any pole or poles of the Owner hereunder, the Licensee shall notify any such other parties in writing of the Licensee's proposed use of such pole or poles, and any attachment privileges granted to the Licensee hereunder shall be subject to any rights or privileges which shall have been theretofore conferred by the Owner upon any such other parties.

(b) Where municipal regulations require the Owner to allow the use of its poles for fire alarm, police, or other signal systems, such use shall be permitted.

ARTICLE XII
RELEASE AND INDEMNIFICATION

(a) As further consideration to Owner for its granting Licensee permission to use Owner's facilities as herein provided, Licensee for itself and its contractors and subcontractors shall release Owner, its affiliates, and their respective directors, trustees, officers, employees and agents (collectively, "Indemnitees") from any and all liability for loss of or damage to the attachments of Licensee and for any interruption to, or failure of, the service rendered by Licensee or others for which such attachments are used.

ARTICLE XIII
WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect, and no such failure shall impair or affect such party's right to thereafter enforce or insist upon compliance with any such term or condition of this Agreement.

ARTICLE XIV
PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said jointly used poles, and the taxes and assessments which are levied on said joint poles shall be paid by the owner thereof, but any tax, fee, or charge levied on the Owner's poles solely because of their use by the Licensee shall be paid by the Licensee, as applicable.

ARTICLE XV
INTEREST AND PAYMENTS

All amounts to be paid by the Licensee to the Owner under this Agreement shall be due and payable within thirty (30) days after an itemized statement shall have been presented to the Licensee. Any payment not made within thirty (30) days from the due date shall thereafter bear interest at the maximum rate permitted by law, until paid.

ARTICLE XVI
SERVICE OF NOTICES

Whenever in this Agreement notice is provided to be given by either party hereto to the other, such notice shall be in writing and given by certified letter mailed, overnight courier, or by personal delivery, to the Owner at its office at 2780 Coonpath Rd NE., Lancaster, OH 43130 or to the Licensee at its office at 67711 Oak View Drive, St Clairsville, Ohio 43950 as the case may be, or to such other address as either party may from time to time designate in writing for that purpose. Licensee shall provide Owner with the name, address, and telephone number of a contact person who is an employee of Licensee and is familiar with the terms of this Agreement. Licensee shall update the name, address, and telephone number of such contact person periodically as necessary to keep such information current.

ARTICLE XVII
TERM OF AGREEMENT; TERMINATION

(a) This Agreement shall remain in effect for a period of 10 (ten) years from the date hereof, and thereafter shall continue in effect until termination by either party hereto upon the giving of advance written notice of termination to the other party not less than six (6) months prior to the date of termination.

(b) Notwithstanding the foregoing, if the Licensee fails to comply with any of the provisions of this Agreement or defaults in the performance of any of its obligations under this Agreement and fails within 30 days after written notice from the Owner to correct such default or noncompliance, the Owner may, at its option, take any one or more of the following actions: forthwith terminate this Agreement, terminate the specific permit or permits covering the poles and Licensee's attachments to which such default or noncompliance is applicable, decline to permit additional attachments hereunder, remove, relocate, or rearrange the attachments of the Licensee at the Licensee's expense, or seek such further legal or equitable relief as may be available to Owner. No liability therefor shall be incurred by the Owner because of such action.

ARTICLE XVIII
EXISTING CONTRACTS

All existing agreements, if any, between the parties hereto for the joint use of poles are by mutual consent hereby abrogated and superseded by this Agreement, but such abrogation shall not reduce or eliminate the obligation of Licensee to make payment of any amounts due and unpaid to Owner on the effective date of this Agreement under any prior agreement for the joint use of poles, and such obligations shall survive the execution of this Agreement.

ARTICLE XIX
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but the Licensee shall not assign, transfer or sublet any of the rights hereby granted or obligations hereby assumed without the prior written consent of the Owner, and any purported assignment, transfer or sublet without such consent shall be void, except that the Licensee may assign, transfer or sublet to any affiliate, parent or subsidiary without Owner's prior consent so long as Licensee provides Owner with written notice of such assignment, transfer or sublet, and the name of the assignee, transferee or sub lessee. The Owner may assign, transfer or otherwise dispose of this Agreement or any of its rights or obligations hereunder without the consent of Licensee.

ARTICLE XX
INVALIDITY

If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable under any laws, rules or regulations of any governmental body or agency having jurisdiction thereof, any such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated herein.

ARTICLE XXI
SURVIVAL OF OBLIGATIONS

All payment, performance and indemnity obligations of Licensee under this Agreement shall survive the termination of this Agreement, until said obligations are satisfied.

ARTICLE XXII
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, except for any such laws that might cause this Agreement to be governed by or construed in accordance with the laws of another state.

ARTICLE XXIII
ENTIRE AGREEMENT

This Agreement and its Appendices constitute the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. No modification of this Agreement and no waiver of any of its provision or conditions will be valid unless in writing and signed by the duly authorized representatives of the parties hereto.

ARTICLE XXIV
HEADINGS; COUNTERPARTS

Headings used in this Agreement are inserted only for the convenience of the parties and will not affect the interpretation or construction of this Agreement. This Agreement may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

OWNER: South Central Power Company

ATTEST:

By _____

December 1, 2021

Title _____
LICENSEE: Belmont County
ATTEST:
Bonnie Zuzak /s/

By Jerry Echemann/s/
Josh Meyer /s/
J. P. Dutton /s/
Title Belmont County Commissioners

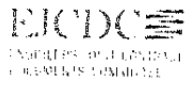
APPROVED AS TO FORM:
David K. Liberati /s/ Assist PA
PROSECUTING ATTORNEY
Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FROM BORDER PATROL
FOR THE FOX SHANNON WASTERWATER TREATMENT PLANT IMPROVMENTS PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Change Order No. 1 from Border Patrol, LLC, for the Fox Shannon Wastewater Treatment Plant Improvements Project for an increase of \$66,905.00 for a new contract total of \$8,225,527.00.

Note: This change order is a result of a need to replace 170' of 24" storm sewer culvert and the installation of 4" curtain drain around waste sludge holding tanks and will be paid for by USDA funding.



Change Order No. 1

| | |
|--|--|
| Date of Issuance: | Effective Date: |
| Owner: Belmont County Commission | Owner's Contract No.: |
| Contractor: Border Patrol, LLC. | Contractor's Project No.: |
| Engineer: Vaughn, Coast & Vaughn, Inc. | Engineer's Project No.: 16068 |
| Project: Fox Shannon Wastewater Treatment Plant Improvements | Contract Name: Fox Shannon Wastewater Treatment Plant Improvements |

The Contract is modified as follows upon execution of this Change Order:

Description: - Replacement of 170 LF of 24" storm sewer culvert
 - Installation of a 4" curtain drain around waste sludge holding tanks

Attachments: Contractor's price proposals.

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable] |
|---|---|
| Original Contract Price: \$ <u>8,158,622.00</u> | Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |
| [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>N/A</u> | [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days |
| Contract Price prior to this Change Order: \$ <u>8,158,622.00</u> | Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |
| [Increase] [Decrease] of this Change Order: \$ <u>66,905.00</u> | [Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |
| Contract Price incorporating this Change Order: \$ <u>8,225,527.00</u> | Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates |

| | | |
|-------------------------------------|--|--|
| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
| By: _____ Engineer (if required) | By: <u>[Signature]</u> Owner (Authorized Signature) | By: _____ Contractor (Authorized Signature) |
| Title: _____ | Title: <u>BELMONT Co. COMMISSIONER</u> | Title: _____ |
| Date: _____ | Date: <u>12-1-21</u> | Date: _____ |

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FROM OHIO-WEST VIRGINIA EXCAVATING COMPANY FOR ENGINEER'S PROJECT 21-4

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Change Order No. 1 from Ohio-West Virginia Excavating Company for Engineer's Project 21-4 BEL-CR92-5.01 (Ballard-Hunter Road) Slide Repair, for a deduction of \$552.00 for a new contract total of \$333,637.00.

Note: The change is due to additional quantities and non-performed quantities.

CHANGE ORDER NO. 1

**SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #21-4: BEL-CR92-5.01 (PW#168) SLIDE REPAIR**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 1st day of December, 2021 between OHIO - WEST VIRGINIA EXCAVATING COMPANY, P.O. Box 128, Powhatan Point, Ohio 43942, and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said OHIO - WEST VIRGINIA EXCAVATING COMPANY hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to repair the roadway slide and pavement damage areas along CR92 (Ballard - Hunter Road) and all related Work described by the Contract Documents.

**CHANGE ORDER
* ADDITIONAL QUANTITIES ***

| ROAD NO. | APPROXIMATE QUANTITY | ITEM | UNIT PRICE | TOTAL AMOUNT |
|----------|----------------------|--------------------------------------|------------|----------------------|
| CR92 | 123 CY | EXCAVATION | \$23.00 | + \$2,829.00 |
| CR92 | 79 CY | AGGREGATE BASE | \$95.00 | + \$7,505.00 |
| CR92 | 32 CY | ASPHALT CONCRETE BASE, PG64-22 (301) | \$205.00 | + \$6,560.00 |
| CR92 | 293 SY | SUBGRADE COMPACTION | \$4.00 | + \$1,172.00 |
| | | TOTAL ADDITIONS | | + \$18,066.00 |

*** NON-PREFORMED QUANTITIES ***

| ROAD NO. | APPROXIMATE QUANTITY | ITEM | UNIT PRICE | TOTAL AMOUNT |
|----------|----------------------|---|------------|----------------------|
| CR92 | 289 FT | DRILLED SHAFTS, MISC.: D.S. 30" DIAM. INTO & ABOVE BEDROCK, APP | \$57.00 | - \$16,473.00 |
| CR92 | 33 FT | DRILLED SHAFTS, MISC.: PLUG PILE, 30" DIAM., UNREINFORCED | \$65.00 | - \$2,145.00 |
| | | TOTAL DEDUCTIONS | | - \$18,618.00 |

| | |
|-------------------------------------|-------------------|
| TOTAL AMOUNT OF CHANGE ORDER | - \$552.00 |
|-------------------------------------|-------------------|

Reason for contract – all quantities based on final field measurements.

SUMMARY

| | |
|--|----------------------|
| ORIGINAL CONTRACT | \$334,189.00 |
| ADDITIONS - CHANGE ORDER NO. 1 | + \$18,066.00 |
| DEDUCTIONS - CHANGE ORDER NO. 1 | - \$18,618.00 |
| NET CHANGE | - \$552.00 |
| TOTAL WORK PERFORMED | \$333,637.00 |
| TOTAL AMOUNT OF SUPPLEMENTAL CONTRACT PERFORMED | - \$552.00 |

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/

Josh Meyer /s/

J. P. Dutton /s/

OHIO - WEST VIRGINIA EXCAVATING COMPANY

By: *Dale E. Lewis /s/*

Dale E. Lewis

Print/Type Signature

Vice-President

Title

RECOMMENDED BY:

Terry Lively /s/

TERRY D. LIVELY, P.S., P.E.

BELMONT COUNTY ENGINEER

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FROM
OHIO-WEST VIRGINIA EXCAVATING COMPANY FOR ENGINEER'S PROJECT 21-8**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Change Order No. 1 from Ohio-West Virginia Excavating Company for Engineer's Project 21-8 BEL-CR34-2.10/2.35 (Hospital Road) Slide Repair, for a net change of \$22,708.00 for a new contract total of \$425,954.00.

Note: The change is due to additional quantities and non-performed quantities.

**CHANGE ORDER NO. 1
SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #21-8: BEL-CR34-2.10/2.35 (PW#141) SLIDE REPAIR**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 1st day of December, 2021 between **OHIO - WEST VIRGINIA EXCAVATING COMPANY**, P.O. Box 128, Powhatan Point, Ohio 43942, and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **OHIO - WEST VIRGINIA EXCAVATING COMPANY** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to repair two roadway slides and pavement damage areas along CR34 (Hospital Road) and all related Work described by the Contract Documents.

**CHANGE ORDER
* ADDITIONAL QUANTITIES ***

| ROAD NO. | APPROXIMATE QUANTITY | ITEM | UNIT PRICE | TOTAL AMOUNT |
|----------|----------------------|---|------------|-----------------------|
| CR34 | 612 FT | DRILLED SHAFTS, MISC.: D.S. 30" DIAM. INTO & APOVE BEDROCK, APP | \$141.00 | + \$86,292.00 |
| CR34 | 352 FT | DRILLED SHAFTS, MISC.: PLUG PILE, 30" DIAM., UNREINFORCED | \$90.00 | + \$31,680.00 |
| | | TOTAL ADDITIONS | | + \$117,972.00 |

*** NON-PREFORMED QUANTITIES ***

| ROAD NO. | APPROXIMATE QUANTITY | ITEM | UNIT PRICE | TOTAL AMOUNT |
|----------|----------------------|---|------------|----------------------|
| CR34 | 612 FT | DRILLED SHAFTS, MISC.: D.S. 30" DIAM. INTO & APOVE BEDROCK, APP | \$120.00 | - \$73,440.00 |
| CR34 | 352 FT | DRILLED SHAFTS, MISC.: PLUG PILE, 30" DIAM., UNREINFORCED | \$62.00 | - \$21,824.00 |
| | | TOTAL DEDUCTIONS | | - \$95,264.00 |

| | |
|-------------------------------------|----------------------|
| TOTAL AMOUNT OF CHANGE ORDER | + \$22,708.00 |
|-------------------------------------|----------------------|

Reason for contract – CMS 104.02 Differing Site Conditions

SUMMARY

| | |
|--|-----------------------|
| ORIGINAL CONTRACT | \$403,246.00 |
| ADDITIONS - CHANGE ORDER NO. 1 | + \$117,972.00 |
| DEDUCTIONS - CHANGE ORDER NO. 1 | - \$95,264.00 |
| NET CHANGE | + \$22,708.00 |
| TOTAL WORK PERFORMED | \$425,954.00 |
| TOTAL AMOUNT OF SUPPLEMENTAL CONTRACT PERFORMED | \$22,708.00 |

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/ _____

Josh Meyer /s/ _____

J. P. Dutton /s/ _____

OHIO - WEST VIRGINIA EXCAVATING COMPANY

By: *Brian Hendershot /s/* _____

Brian Hendershot

Print/Type Signature

President

Title

RECOMMENDED BY:

Terry Lively /s/ _____

TERRY D. LIVELY, P.S., P.E.

BELMONT COUNTY ENGINEER

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:43 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 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 10:24 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 10:24 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 are two motions for the board to consider.

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF
ALEXANDRIA REES, PART-TIME KENNEL STAFF**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Alexandria Rees, part-time Kennel Staff at the Belmont County Animal Shelter, effective November 29, 2021.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF APPROVING MOVING DENISE STARR
FROM PART-TIME UNIT SUPPORT WORKER II TO FULL-TIME
UNIT SUPPORT WORKER II/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to move Denise Starr from part-time Unit Support Worker II to full-time Unit Support Worker II with Senior Services of Belmont County, effective November 29, 2021.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:58 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 10:58 a.m.
Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

Read, approved and signed this 8th day of December, 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