St. Clairsville, Ohio November 23, 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 \$1,830,113.37**

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**

TIVO GET (ETCTE)		
FROM	ТО	<b>AMOUNT</b>
E-0012-A001-B12.002 Salaries	E-0011-A001-B02.002 Salaries	\$1,350.00
E-0131-A006-A02.002 Salaries-Admin	E-0131-A006-A03.002 Salaries-Jail	\$20,000.00
E-0131-A006-A04.002 Salaries-Road	E-0131-A006-A03.002 Salaries-Jail	\$34,415.71
E-0131-A006-A08.000 Food	E-0131-A006-A03.002 Salaries-Jail	\$16,291.42
E-0131-A006-A09.000 Medical	E-0131-A006-A03.002 Salaries-Jail	\$7,883.74
E-0131-A006-A13.003 PERS/SPERS	E-0131-A006-A03.002 Salaries-Jail	\$18,641.54
E-0131-A006-A25.000 Transport of Prisoners	E-0131-A006-A03.002 Salaries-Jail	\$488.00
E-0257-A017-A00.000 Contingencies	E-0042-A002-J00.002 Salary	\$575.00
E-0257-A017-A00.000 Contingencies	E-0042-A002-J02.003 PERS	\$160.00
E-0257-A017-A00.000 Contingencies	E-0056-A006-E01.002 Salaries-Employees	\$80,000.00
E-0257-A017-A00.000 Contingencies	E-0056-A006-E08.003 PERS	\$8,000.00
E-0257-A017-A00.000 Contingencies	E-0131-A006-A09.000 Medical Expenses	\$132,426.55
<b>P53 SANITARY SEWER DISTRICT FUND</b>		
FROM	TO	<b>AMOUNT</b>
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P18.013 York Renov.	\$500.00
<b>S56 PROBATION SERVICES GRANT</b>		
FROM	TO	<b>AMOUNT</b>
E-1546-S056-S04.001 Salary/Fringes	E-1546-S056-S05.000 Expenses	\$15,000.00
S86 NORTHERN COURT-GENERAL SPEC. PRO	<u>JECT</u>	
FROM	TO	<b>AMOUNT</b>
E-1561-S086-S01.002 Salaries	E-1561-S086-S02.003 PERS	\$720.00
E-1561-S086-S01.002 Salaries	E-1561-S086-S05.005 Medicare	\$72.00
Upon roll call the vote was as follows:		
Mr. E	Echemann 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:

Yes

Yes

# A00 GENERAL FUND AND B00 DOG & KENNEL FUND

FROM	TO	<b>AMOUNT</b>	
E-0257-A017-A00.000 Contingencies	R-1600-B000-B11.574 Transfers	\$5,000.00	
A00 GENERAL FUND AND S12 PORT A	<u>AUTHORITY</u>		
FROM	TO	AMOUNT	
E-0257-A017-A00.000 Contingencies	R-9799-S012-S04.574 Transfers In	\$6,076.82	
A00 GENERAL FUND AND W98 CEBCO WELLNESS GRANT			
FROM	ТО	AMOUNT	

Mr. Meyer

Mr. Dutton

E-0257-A017-A00.000 Contingencies R-1498-W098-W05.574 Transfers In \$9,972.00

Upon roll call the vote was as follows:

Mr. Echemann Yes Mr. Meyer Yes Mr. Dutton

# 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 November 23, 2021:

# CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund		
E-0011-A001-B05.012	Computer Fund	\$629.50
E-0054-A006-F11.012	Equipment	\$9,178.72
J00 Real Estate Assessment Fund		
E-1310-J000-J03.011	Contracts	\$2,555.65
P90 SPECIAL EMERGENCY PLA	ANNING FUND-LEPC	
E-1720-P090-P03.000	Other Expenses	\$7,868.51
Upon roll call the vote was as fol	lows:	

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

#### IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

<u>**JAN</u>	<u>UARY 4</u>	ŀ, 2021**	-

T11 DEL CO COMMISSIONEDS C D D C		
T11 BEL. CO COMMISSIONERS C.D.B.G.	П Р І Г	¢1475022
E-9702-T011-T06.000	Home Program Inc Expense	\$14,750.32
**NOVEMBER 23, 2021**		
A00 GENERAL FUND E-0057-A006-F01.002	Salarias Employans	\$9.60
E-0037-A006-F01.002 E-0131-A006-A04.002	Salaries-Employees Salaries-Road	
	Salaries-Road	\$1,000.00
B00 DOG & KENNEL FUND	Colorina Employana	\$20.40
E-1600-B000-B02.002	Salaries-Employees	\$20.40
N42 OPWC/ENGINEER	Construction	¢17.415.20
E-9042-N042-N01.055	Construction	\$17,415.20
Y01 UND. AUTO TAX	Und Auto Toy	¢202 622 44
E-9801-Y001-Y01.000	Und. Auto Tax	\$203,623.44
E-9801-Y001-Y03.000	Township-Permissive Tax	\$69,295.72
E-9801-Y001-Y05.000	Pease Township	\$3,204.00
E-9801-Y001-Y06.000	Goshen Township	\$1,784.00
E-9801-Y001-Y07.000	Warren Township	\$2,800.73
E-9801-Y001-Y08.000	Pultney Township	\$3,312.00
E-9801-Y001-Y09.000	Flushing Township	\$504.00
E-9801-Y001-Y10.000	Colerain Township	\$1,273.50
E-9801-Y001-Y11.000	Kirkwood Township	\$136.50
E-9801-Y001-Y12.000	Mead Township	\$682.50
E-9801-Y001-Y13.000	Richland Township	\$2,356.50
E-9801-Y001-Y14.000	Smith Township	\$556.50
E-9801-Y001-Y15.000	Somerset Township	\$469.50
E-9801-Y001-Y16.000	Union Township	\$691.50
E-9801-Y001-Y17.000	Washington Township	\$142.50
E-9801-Y001-Y18.000	Wayne Township	\$298.50
E-9801-Y001-Y19.000	Wheeling Township	\$588.00
E-9801-Y001-Y20.000	York Township	\$546.00
SHERIFF/VARIOUS FUNDS		
E-0131-A006-A09.000	Medical	\$324.05
E-0131-A006-A10.000	Transport	\$47.25
E-0131-A006-A17.010	Cruisers	\$3,059.75
E-0131-A006-A23.000	Background	\$56.00
E-0131-A006-A24.000	E-SORN	\$240.00
E-0131-A006-A28.000	Shop with a Cop	\$1,925.00
E-0131-A006-A32.000	Warrant Fee	\$520.00
E-1652-B016-B02.000	DUI	\$25.00
E-5100-S000-S01.010	Commissary	\$19,255.90
E-5101-S001-S06.000	CCW License	\$901.00
E-5101-S001-S07.012	CCW Equipment	\$1,055.00
E-9710-U010-U06.000	Reserve	\$877.50
Upon roll call the vote was as follows:		
	fr. Echemann Yes	

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. B00/ANIMAL SHELTER-\$20.40 deposited into R-1600-B000-B07.500 on 11/18/2021 (Animal Shelter Employee A. Ritz jury duty payment, per county personnel policy section 6.6 (A) Court Leave)

GENERAL FUND/ANIMAL SHELTER-\$9.60 deposited into R-0057-A006-A04.500 on 11/18/2021 (Animal Shelter Employee A. Ritz jury duty payment, per county personnel policy section 6.6 (A) Court Leave)

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 November 23, 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:

HR DEPARTMENT-Katie Bayness to Columbus, OH, on December 10, 2021, to attend the Fall CLCCA meeting.

SSOBC-Maxine Jurovcik to Dennison, OH, on December 2, 2021, for a senior outing to the Dennison Railroad Museum. Donna Steadman to Wheeling, WV, on December 14, 2021, for a senior outing to Oglebay Festival of Lights and Uncle Pete's. County vehicles will be used for travel.

**WATER & SEWER DISTRICT**-Mario DeFelice, Josh Materkoski and John Yeager to Minerva, OH, during the week of November 29 and December 6, 2021, for the disposal of asbestos material at Minerva Enterprise. 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 17, 2021.

Upon roll call the vote was as follows:

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

# IN THE MATTER OF HIRING KALEIGH GLENN

#### AS FULL-TIME COOK/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Meyer to hire Kaleigh Glenn as a full-time Cook with Senior Services of Belmont County, effective November 29, 2021.

*Note: This is a replacement position.* 

Upon roll call the vote was as follows:

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

# IN THE MATTER OF EXTENDING AUTHORIZED UNPAID FAMILY MEDICAL

#### LEAVE FOR TAYLOR MCKIM DEPUTY CLERK/EASTERN DIVISIONAL COURT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Taylor McKim, Deputy Clerk at the Belmont County Eastern Divisional Court, to extend authorized unpaid Family Medical Leave, effective December 4, 2021 through December 15, 2021.

Upon roll call the vote was as follows:

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

# IN THE MATTER OF APPOINTMENTS TO THE BOARD OF DEVELOPMENTAL DISABILITIES

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following appointment and reappointment to the Belmont County Board of Developmental Disabilities, for a four-year term commencing January 1, 2022 through December 31, 2025:

# **APPOINTMENT:**

Ms. Barbara Schramm

# **REAPPOINTMENT:**

Mr. Robert Quirk

Upon roll call the vote was as follows:

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

# IN THE MATTER OF RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY

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

RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

WHEREAS, counties have requested such adjustments to best meet the need of their constituents due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and

WHEREAS, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

**WHEREAS**, a county job and family services agency must make such inter-county adjustment requests to the Ohio Department of Job and Family Services and include with such requests a resolution authorizing such from that county's Board of Commissioners; and

WHEREAS, in accordance with Ohio Administrative Code Section 5101:9-6-82(F)(2)(a), a Board of County Commissioners may pass a resolution assigning authority to the Director of the county job and family services agency to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time.

THEREFORE, BE IT RESOLVED that the Belmont County Board of Commissioners hereby assigns authority to Jeffery Felton BCDJFS Director, to serve as the Belmont County Board of Commissioners' designee and hereby grants Jeffery Felton the authority to sign the inter-county adjustment agreements on behalf of Belmont County for the period January 1, 2022 through December 31, 2022, with the understanding that a summary of such adjustments shall be provided to the Board of Commissioners as they are made with other County Departments of Job and Family Services.

Upon roll call the vote was as follows:

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

# IN THE MATTER OF APPROVING PAY REQUEST NUMBER 6 (THROUGH 11/8/2021)

# FROM BORDER PATROL, LLC/FOX SHANNON WASTEWATER TREATMENT PLANT PROJECT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Pay Request Number 6 (through 11/8/2021) from Border Patrol, LLC, in the amount of \$665,535.60 for the Fox Shannon Wastewater Treatment Plant project. Upon roll call the vote was as follows:

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

# IN THE MATTER OF ADVERTISING FOR BIDS TO REPAINT FOX,

#### **GLENCOE AND MYERS WATER STORAGE TANKS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to advertise for bids to repaint Fox, Glencoe and Myers water storage tanks for the Belmont County Water and Sewer District, based upon the recommendation of Kelly Porter, Director and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

#### **ADVERTISEMENT FOR BIDS**

BELMONT COUNTY COMMISSION

BELMONT COUNTY, OHIO

Sealed bids for Fox Shannon, Myers and Glencoe Water Storage Tanks Recoating will be received by the Belmont County Commission at the Commission's office, located at the Belmont County Courthouse, 101 W. Main Street, St. Clairsville, OH 43950 until 10:00 AM local time, <u>December 15, 2021</u> and then at said office publicly opened and read aloud.

The Contract Documents and Specifications may be examined at the following locations:

Builders Exchange, Inc. - Cleveland 9555 Rockside Rd., Suite 300 Cleveland, OH 44125 **OVCEC** 21 Armory Drive Wheeling, WV 26003

304-242-0520 Vaughn, Coast & Vaughn, Inc.

154 South Marietta St. St. Clairsville, OH 43950

(740) 695-7256

**Belmont County Commission** Belmont County Courthouse

101 W. Main St.

St. Clairsville, OH 43950

Method of Bidding will be as follows: LUMP SUM CONTRACT for Fox Shannon, Myers and Glencoe Water Storage Tanks Recoating. CONTRACT to recoat three water storage standpipes including all mobilization, demobilization and site preparatory work, all equipment and materials required for removal and disposal of sludge from inside tanks, performing designated modifications and repairs, preparing tank surfaces for coatings, disposing of cleaning materials and materials removed during surface preparation, recoating the tanks, disinfection of interior tank surfaces, and all other work described in the CONTRACT DOCUMENTS, and necessary to provide completely recoated water storage standpipes ready to be placed back into service.

Bidding Documents may be obtained from the office of Vaughn, Coast & Vaughn, Inc., 154 South Marietta St., St. Clairsville, OH, 43950, (740) 695-7256.

A deposit will be required for the Bidding Documents of \$50.00 (No refund).

The above stated deposit is required before the documents can be made available. Bids will be accepted from only those Bidders who obtain documents from the Engineer's office. Bidders who submit a Bid must be a Plan Holder of Record at the Engineer's office. Each Bid shall be accompanied by a Bid Bond in accordance with Section 153.54(B) Ohio Revised Code in the full amount of the Bid; or a Certified Check, Cashier's Check, or Letter of Credit in an amount not less than ten percent of the Total Bid as a Guaranty that if the Bid is accepted, a Contract will be entered into and its performance properly secured. Should any Bid be rejected, such Bid Guaranty will be forthwith returned to the Bidder, and shall any Bid be accepted, such Bid Guaranty will be returned upon the proper execution and securing of

the contract.

Bidders must comply with the following:

- A.Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code apply to this Project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services.
- B. Certificate of Compliance with Ohio Revised Code 3517.13.
- C.Government Business and Funding Contracts in accordance with Ohio Revised Code 2909.23.
- D. All work done under this Contract is subject to State of Ohio requirements concerning the payment of the prevailing wage rates.
- E. No Bidder may withdraw his Bid within 60 days after the actual date of the opening thereof. The Belmont County Commissioners reserve the right to reject any or all Bids, to waive any informalities in the Bids received, and to accept any Bid or combination of Bids which is deemed most favorable to the County at the time and under the conditions stipulated.
- F. Bidder must show Documentation of Qualifications including references, experience, and certifications by coating manufacturer for working with specified coating systems.

The Belmont County Commissioners reserve the right to reject any or all Bids, to waive any informalities in the Bids received, and to accept any Bid or combination of Bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this Project to the lowest and best Bid, which may not necessarily be the lowest Bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

By order of: BELMONT COUNTY COMMISSION

**Belmont County Commission** Bids may be sent to: Belmont County Courthouse

> 101 W. Main St. St. Clairsville, OH 43950

By order of the Board of Commissioners of Belmont County, Ohio

<u>Bonnie Zuzak /s/</u>

Bonnie Zuzak, Clerk of the Board

Times Leader Advertisement: Two (2)

To be published 2 times: Friday, November 26, 2021 and Friday, December 3, 2021. Please send proof of publication to:

**Belmont County Commission Belmont County Courthouse** 

101 W. Main St.

St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

#### IN THE MATTER OF ADOPTING RESOLUTION TEMPORARILY REDUCING LEGAL AXLE LOAD

LIMIT ON YORK TOWNSHIP ROADS/ENGINEER

Motion made by Mr. <u>Echemann</u> seconded by Mr. <u>Meyer</u> to adopt the following:

# RESOLUTION

Whereas, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon; and

Whereas, the Belmont County Board of Commissioners have received a request from the <u>York</u> Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%); and

Whereas, the Belmont County Engineer has recommended that the York Township Trustees' request be granted.

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in <u>York</u> Township be reduced by fifty percent (50%) for the period beginning <u>November 15, 2021</u> and ending <u>April 15, 2022</u>.

Upon roll call the vote was as follows:

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

# IN THE MATTER OF APPROVING THE ADDENDUM TO THE ROADWAY USE

AND MAINTENANCE AGREEMENT WITH AEP OHIO TRANSMISSION COMPANY/ENGINEER

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the Addendum to the Roadway Use and Maintenance Agreement with AEP Ohio Transmission Company, dated April 28, 2021, to add an additional 5.05 miles of CR 5 (Clover Ridge Road).

Note: Bond number 285065178 for \$3 million is on file which is sufficient to cover the additional length.

# ADDENDUM 1 TO BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT

FOR ELECTRIC TRANSMISSION LINE PROJECTS AND INFRASTRUCTURE

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and AEP Ohio Transmission Company, whose address is 1 Riverside Plaza, Columbus, OH 430215 (Hereafter "Operator"), and shall be as follows: **BOTH PARTIES FURTHER AGREE** to the add the following road use to the original Road Use Maintenance Agreement dated April 28, 2021:

1. The portion of CR 5 (Clover Ridge Rd.) to be utilized by Operator hereunder, is that exclusive portion beginning at an existing driveway approximately 280' South of the intersection of CR 5 (Clover Ridge Rd) and SR 148 (E. Captina Hwy) 39.893295, -80.903262 and ending at the Monroe County Line for approximately 5.05 miles. It is understood and agreed that the Operator shall not utilize the remainder of CR 5 (Clover Ridge Rd) or cross the existing bridge for any of its Construction Activities hereunder.

Total road use by AEP Ohio Transmission Company, Inc. is 41.65 miles. The current bond amount of \$3,000,000.00 (three million dollars) shall remain in effect.

- 2. Addendum 1 shall be governed by the laws of the State of Ohio.
- 3. This Addendum shall be in effect on November 23, 2021.

Executed in duplicate on the dates set forth below.

<b>Authority</b>	Operator	
By: Josh Meyer /s/	By: Thomas Shaffer /s/	
Commissioner	•	
By: Jerry Echemann /s/	Printed name: Thomas Shaffer	
Commissioner		
By: J. P. Dutton /s/	Company Name: AEP Ohio Transmission Company	
Commissioner		
By: Terry Lively /s/	Title: Transmission Right of Way Manager	
County Engineer		
Dated: 11-23-2021	Dated: 8-24-2021	
Approved as to Form:		
David K. Liberati /s/ Assist P A		
County Prosecutor		
Upon roll call the vote was as follows:		
•	Mr. Echemann Yes	
	Mr. Meyer Yes	
	Mr. Dutton Yes	

# IN THE MATTER OF ADOPTING THE RESOLUTION GRANTING THE PETITION FOR ANNEXATION OF CONTIGUOUS TERRITORY OWNED BY THE VILLAGE OF BARNESVILLE

# RESOLUTION

Pursuant to Ohio Revised Code §709.16, the Board considered a Petition by Municipal Corporation for Annexation of four tracts of real estate in the Village of Barnesville to be annexed to the municipal corporation of Barnesville submitted by the authorized agent of the owner of the property to be annexed and found as follows:

- 1. The petition meets all the requirements as set forth in and was filed in the manner provided in Ohio Revised Code §709.16 Petition by Municipal Corporation for Annexation. The parties stipulated that the annexation had met all procedural revised code requirements.
- 2. The persons who signed the petition are the authorized agents of the owner of real estate located in the territory to be annexed in the petition, and as of the time the petition was filed with the Board of County Commissioners, the signatures on the petition constituted all owners of real estate in that territory. O.R.C. §709.02(C)
- 3. The municipal corporation to which the territory is proposed to be annexed has complied with Ohio Revised Code §709.022. The Board specifically finds Ordinance No. 3898 of the Village of Barnesville, substantially complies with the requirements of Ohio Revised Code §709.022.
- IT IS, THEREFORE, ORDERED that the prayer of the petition be and is hereby granted and that the territory described in the petition be annexed to the municipal corporation of Barnesville.
- IT IS FURTHER ORDERED that the final transcript of this Board relating thereto, together with the accompanying plat and petition and all other papers pertaining thereto, be delivered forthwith to the Mayor of the Village of Barnesville.

Motion made by Commissioner <u>Echemann</u>, seconded by Commissioner <u>Meyer</u> to adopt the foregoing resolution and upon vote, the resolution was unanimously adopted.

Adopted: November 23, 2021.

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

**BELMONT COUNTY COMMISSIONERS** 

Approved as to form:
David K. Liberati /s/
David K. Liberati, Assistant Prosecutor
Upon roll call the vote was as follows:

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

# IN THE MATTER OF ENTERING INTO RENEWAL

#### OF MEDICAL DIRECTOR AGREEMENT

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a renewal of the agreement with Dr. George L. Cholak, M.D., Medical Director for the Belmont County Jail, in the amount of \$27,000.00 per year effective January 1, 2022 through December 31, 2022.

Note: This contract will auto renew for an additional year unless a 60 day written notice is given by either party.

# AGREEMENT MEDICAL DIRECTOR OF THE BELMONT COUNTY JAIL

WHEREAS, the Belmont County Board of Commissioners, hereinafter referred to as Commissioners, are desirous of contracting services for the services of Medical Director of the Belmont County Jail; and

WHEREAS, George L. Cholak, M.D., hereinafter referred to as Medical Director and individually as Dr. Cholak, is desirous of providing said services:

#### NOW, THEREFORE IT IS HEREIN AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS,

- 1) Dr. Cholak will provide professional services to Belmont County, Ohio, as Medical Director of the Belmont County Jail. In such capacity, Dr. Cholak will be an independent contractor and not an employee of Belmont County, for all purposes, including, without limitation, workers compensation, unemployment compensation, PERS, medical benefits, vacation, sick leave, and any and all other programs which are part of the benefit package of employees of Belmont County.
- 2) Medical Director shall abide by the rules set forth by the Sheriff, which shall be mutually agreed upon before the effective date of this agreement.
- 3) Commissioners shall pay the Medical Director the sum of \$27,000.00 per annum. Payments will be made monthly, in an amount totaling \$2,250.00 per month, upon receipt of a bill. Any increase shall be negotiated at the end of each twelve (12) month period during the life of the contract.
- 4) The term of this agreement shall be one year commencing <u>January 1, 2022</u>. This agreement will automatically renew for an additional one year unless either party gives a written notice by certified mail sixty days in advance.
- 5) Belmont County shall be responsible for providing malpractice insurance with a minimum occurrence limit of one million dollars (1,000,000.00) for the Medical Director's service within the jail facility.
- 6) The Medical Director shall be available to perform medical services at the Belmont County Jail two (2) days per week at a time mutually agreeable between the Medical Director and the Sheriff, or as otherwise directed by Ohio Standards, or when needed by the Belmont County Jail Nursing Staff.
- 7) The Medical Director or his designee agrees to be available on a twenty-four (24) hour basis.
- 8) The Sheriff will provide a full time guard on duty and with the Medical Director while medical services are being performed at the Belmont County Jail.
- 9) It is understood and agreed that the Medical Director is the attending physician for all inmates. Should an inmate desire his/her own private physician, the Medical Director must deem the requested care necessary and advisable, and the inmate must pay his/her private physician's bill. A Medical Waiver Form shall be completed for such treatment.
- 10) Inmates who require hospitalization shall be admitted to the hospital designated by the Medical Director, Sheriff, or Jail Administrator and only Dr. Cholak or his designee shall be designated as the attending physician. In the event the Medical Director determines that consultation or medical services need be rendered by a physician other than the Medical Director, said consultation or services shall be at the Medical Director's sole discretion and the expense thereof shall be borne by Belmont County.
- 11) In the event that Dr. Cholak cannot perform the services of Medical Director, he may appoint a temporary jail physician from a list of physicians mutually agreeable to the Sheriff, Jail Administrator and the Medical Director. The Medical Director will ensure such substitute will perform contractual responsibilities at no additional cost to Belmont County.
- 12) The Medical Director will further provide a review of medical care procedures as follows:
  - a. Description of any health environmental factor(s), which are substandard.
  - b. Changes implemented since the last reporting period.
  - c. Recommended changes.
- 13) The Medical Director will review all reports submitted from the State Department of Human Resources and Institutional Health Units, and will assist the Sheriff's office in making any corrections deemed necessary to medical care.
- 14) Health appraisals will be scheduled on the regular weekly visits to the jail by responsible Medical Director. These appraisals shall be completed for each inmate whose stay exceeds ten (10) days on or before the fourteenth (14) day.
- 15) The Medical Director or nursing staff will review the completed receiving, screening and health history records, take BP's, perform the standardized physical examinations, etc. Lab tests to detect communicable diseases will be performed only if deemed appropriate by medical staff.
- 16) The Medical Director will respond to requests for medical care made by the Sheriff's office via telephone or other various telecommunications and will instruct the on duty nurse to refer the inmate as follows:
  - a. To the doctor's office for treatment.
  - b. To the designated hospital emergency room for immediate treatment.
  - c. To the regularly scheduled sick call visit by the respective physician.
  - d. Any other instructions by the responsible physician.
- 17) The Medical Director will assist the Sheriff's office in meeting its duties to inmates as stated in the National Commission on Correctional Health Care "Standards for Health Services in Jail." The Medical Director will also assist in meeting such duties imposed by federal and state laws and regulations.
- 18) The Medical Director will assist the Sheriff's office in developing and implementing policies that will assure high quality medical and nursing care. The Medical Director will also prepare specific policies and procedures concerning the following:
  - a. Emergency treatment of inmates.
  - b. Prescriptive medicine.
  - c. Special Diets.
- 19) The Medical Director shall establish and supervise the maintenance of a listing of both prescription and non-prescription medications and supplies which are permitted for use in the facility. Any limitations on their use must be specified.
- 20) Either party may cancel this agreement by giving written notice by certified mail sixty (60) days in advance of said cancellation.
- 21) The Medical Director acknowledges and agrees that he has read and received this contract and that the medical policy contained herein is in compliance with the medical standards for full service jails found in the Minimum Standards for all Ohio Jails.

This agreement signed and executed at St. Clairsville, Belmont County, Ohio, this <u>23rd</u> day of <u>November</u>, <u>2021</u>. **Belmont County Commissioners:** 

	Jerry Echemann /s/
George L. Cholak, M.D.	Jerry Echemann, President
Medical Director	•
	Josh Meyer /s/
	Josh Meyer, Vice-President
Approved as to form:	• ,
David K. Liberati /s/	J. P. Dutton /s/
Belmont County Assistant Prosecutor	J. P. Dutton
APPROVED AND ACKNOWLEDGED	
I do hereby acknowledge and approve the conten	ts hereof.

David Lucas, Sheriff of Belmont County, Ohio Upon roll call the vote was as follows:

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

#### IN THE MATTER OF ENTERING INTO VEHICLE MAINTENANCE

AGREEMENT BETWEEN BELMONT COUNTY BOARD OF DEVELOPMENTAL

DISABILITIES AND BELMONT COUNTY BOARD OF COMMISSIONERS,

#### **DBA SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into the Vehicle Maintenance Agreement between the Belmont County Board of Developmental Disabilities and the Belmont County Board of Commissioners, dba Senior Services of Belmont County, effective January 1, 2022 through December 31, 2022.

#### VEHICLE MAINTENANCE AGREEMENT

Between the

#### BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

and the

#### BELMONT COUNTY COMMISSIONERS dba SENIOR SERVICES OF BELMONT COUNTY

#### I. PURPOSE

This Agreement is made this 1st day of January, 2022 by and between the Belmont County Board of Developmental Disabilities (*hereinafter County Board*) and the Belmont County Commissioners doing business as Senior Services of Belmont County (*hereinafter Senior Services*) for the purpose of the County Board providing vehicle maintenance for vehicles owned by the Belmont County Commissioners and used by Senior Services of Belmont County.

#### II. TERM

This Agreement shall be in effect from January 1, 2022 through December 31, 2022.

#### III. TERMINATION

This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days advance written notice.

#### IV. COUNTY BOARD RIGHTS AND RESPONSIBILITIES

- A. The County Board shall provide routine maintenance on Senior Services' vehicles (based on a schedule developed by Senior Services and the County Board Mechanic Supervisor) at the rate of \$35.00 per hour plus cost of any necessary parts.
- B. The County Board shall provide other than routine maintenance on Senior Services' vehicles (based on Senior Services' need) at the rate of \$50.00 per hour plus cost of any necessary parts.
- C. The County Board reserves the right to refuse to provide services depending on the nature of the repair.

#### V. SENIOR SERVICES' RESPONSIBILITIES

- A. Senior Services shall adhere to the routine maintenance schedule developed by the parties and deliver the vehicles scheduled for maintenance to the County Board Transportation grounds.
- B. Senior Services shall schedule other than routine maintenance with the County Board Mechanic Supervisor.

# VI. BILLING AND PAYMENT

- A. The County Board shall bill Senior Services for vehicle maintenance services at the end of the month, if services have been provided during that month.
- B. Senior Services shall submit payment to the County Board for vehicle maintenance services provided within thirty (30) days of receipt of the bill.
- C. Any missed scheduled appointment that is not canceled in advance may result in a charge amounting to one hour of the applicable labor rate.

# VII. ROUTINE MAINTENANCE SCHEDULE

- A. The County Board Mechanic and Senior Services Executive Director or designee shall develop a routine maintenance schedule that will include dates on which maintenance will be performed and a list of those procedures that will be considered "routine maintenance" for the purpose of this Agreement.
- B. A copy of the routine maintenance schedule shall be attached and become part of this Agreement.
- C. Any maintenance procedures not included on the routine maintenance schedule shall be considered "other than routine maintenance" and shall be billed at the higher rate.
- D. Procedures that are other than routine maintenance shall not be performed by the County Board without prior written instruction from the Senior Services' Executive Director.

# VIII. NON-DISCRIMINATION POLICY

Upon roll call the vote was as follows:

Both parties agree that they shall prohibit discrimination in the execution of this Agreement on the basis of race, color, sex, creed, disability, or national origin.

# IX. SIGNATURES

# **Belmont County Board of Developmental Disabilities**

Stephen L. Williams /s/	11-15-21
Stephen L. Williams, Superintendent	Date
<b>Belmont County Board of Commissioners</b>	
Jerry Echemann /s/	11-23-21
Jerry Echemann	Date
J. P. Dutton /s/	11/23/21
J.P. Dutton	Date
Josh Meyer /s/	11/23/21
Josh Meyer	Date
Approved as to form:	
David K. Liberati /s/ Assist. P. A.	11-23-21
Kevin Flanagan, Prosecuting Attorney	Date

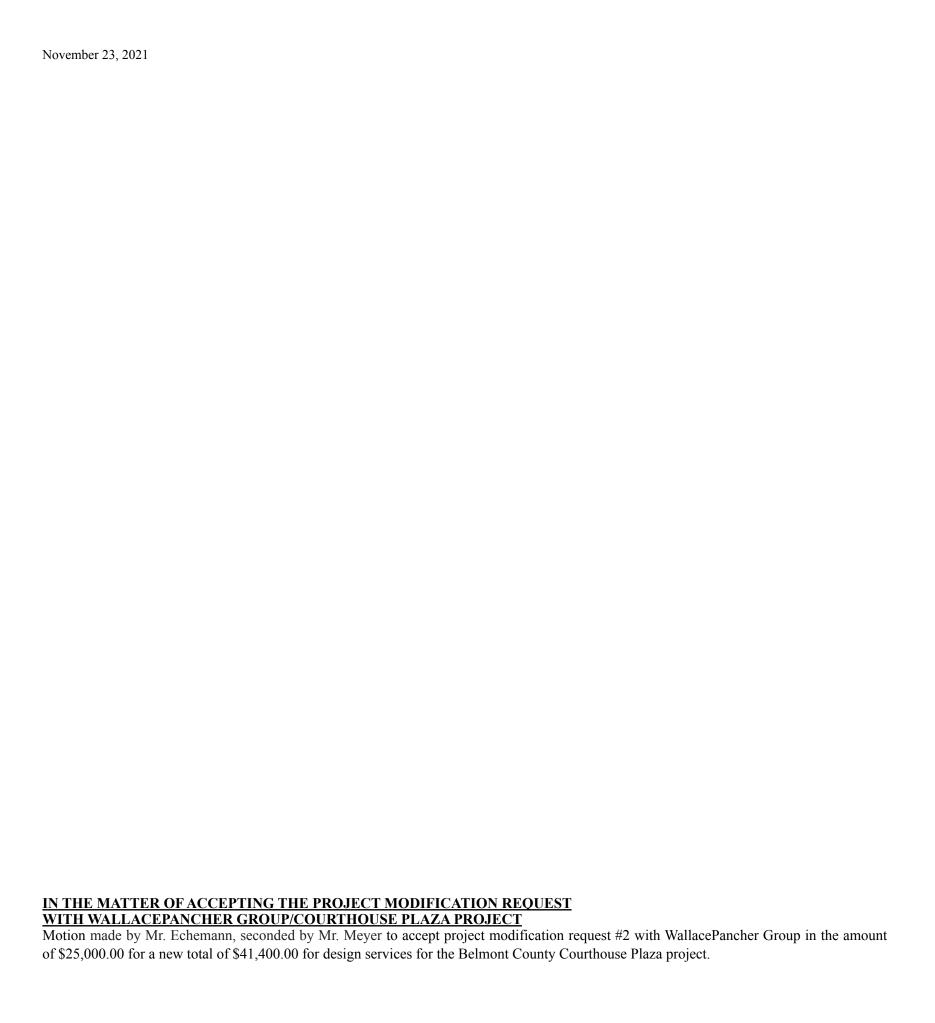
Mr. Echemann Yes
Mr. Meyer Yes
Mr. Dutton Yes

# IN THE MATTER OF APPROVING THE GENERAL PURPOSE RIDER

# AMENDMENT FROM CHRISTMAN CONSTRUCTORS, INC./WATER SYSTEM IMPROVEMENT PROJECT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the General Purpose Rider amendment in the amount of \$27,261,054.00 for Bond No. 8259-33-37 from Christman Constructors, Inc. for the Belmont County Water System Improvements Project. *Note: The amended amount is due to an increase in the project cost.*Upon roll call the vote was as follows:

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





# WallacePancher Group **Project Modification Request**

Client:	Belmont County Commissioner	S	Modification #:	2
	100 W. Main Street			
	St. Clairsville, OH 43950		Prepared by:	Gabe Hays
Attn:	Commissioners		Date:	11/19/2021
Project:	Belmont County Courthouse Pla	za	_	
Project #:	21156	Client Purcha	se Order #	NA
	Description of additional work:			
	Revise the Belmont Couny Courtho	use Campus sketch plan	to schematic/design deve	lopment level:
	1. Provide topographical survey the	at covers the proposed e	elements of the above refe	erenced plan.
	2. Revise the sketch plan in AutoCA			
	3. Grade for ramps, PARs, steps, lif	ts, and parking to ensur	e the proposed plan works	for the ADA.
	4. Determine stormwater requiren			
	5. Create and review precedences	sheet of preferred prod	ucts for establising costs.	
	6. Revise current estimate of proba	able construciton costs f	or final TAP Grant submiss	ion on 1/31/21
	7. Two meetings with commissione	ers assumed. All work to	be done by January 31, 2	022.
	Our billing method and other terms and conditions remain per our original agreement.			
	Not included: Construction Documents, permitting, geotech, environmental assessments, electrial design, 3D graphics/simulations, utility design, and traffic engineering.			
	Original Contract Amount:	\$9,700.00	0	
	<b>Previous Contract Modifications</b>	\$6,700.00	0	
	Total Amount of this Modification	on: \$25,000.00	<u>0</u>	
	New Contract Total:	\$41,400.00	0	
	Approval Signature: X OF	UT, VICE-PRESIO	Date	1.23.21
	Title: MEMB	ER	_	
	WallacePancher Group			
	Authorized Signature:	·	Date	
	Title: Principal		_	
Upon roll call the vot	te was as follows:	Mr. Echemann Mr. Meyer Mr. Dutton	Yes Yes Yes	
		IVII. DUIIUII	103	

IN THE MATTER OF APPROVING PROPOSAL WITH
HULL & ASSOCIATES, INC/COURTHOUSE PLAZA PROJECT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the proposal with Hull & Associates, Inc., in the amount of \$17,000.00 for a topographical survey for the Courthouse Plaza project.

Upon roll call the vote was as follows:

Mr. Meyer Yes Mr. Dutton Yes

Mr. Echemann said the last two motions relate to a grant that the Board of Commissioners are applying for through ODOT for the Courthouse Plaza Project. Extensive design work and a survey needs done. He said the project is for beautification and disability access. If the grant is received the project will be 95% funded.

#### IN THE MATTER OF APPROVING PROPOSAL FROM

#### **ERB ELECTRIC/JUSTICE OFFICE COMPLEX**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the proposal from ERB Electric in the amount of \$10,330.00 to provide materials and labor to install access control and cameras at the Belmont County Justice and Office Complex.

Upon roll call the vote was as follows:

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

#### IN THE MATTER OF APPROVING VEHICLE PURCHASE

#### FOR BELMONT COUNTY SHERIFF'S OFFICE

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the purchase of four (4) 2021 Ford Utility Interceptors and outfitting, for a total cost of \$215,536.00 through the State of Ohio Cooperative Purchasing Contract, based upon the recommendation of Sheriff Dave Lucas. *Note: These are replacement vehicles and will be paid for by the Belmont County Commissioners' General Fund.* 

Upon roll call the vote was as follows:

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

# IN THE MATTER OF ENTERING INTO A COMMERCIAL LEASE AGREEMENT WITH CHARLES DEFILLIPPO DBA ZEL PROPERTIES, LLC/STATE AUDITOR'S OFFICE

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a commercial lease agreement by and between Charles Defillippo dba Zel Properties, LLC, and Belmont County Commissioners, in the amount of \$500.00 per month, effective January 1, 2022 through December 31, 2022, for Suites 207 & 208 at 100 West Main Street, St. Clairsville, Ohio, for use by the State Auditor's office.

RECEIVED

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# **COMMERCIAL LEASE AGREEMENT**

THIS COMMERCIAL LEASE AGREEMENT is made and entered into effect this <u>A3LO</u> day of <u>Nivernmen</u> 2021 by and between <u>Charles Defillippo dba Zel Properties</u>, <u>LLC</u>, with a mailing address of 100 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as "Landlord," and <u>Belmont County Commissioners</u>, hereinafter referred to as "Tenant."

WHEREAS, the parties enter into a Commercial Lease Agreement under which Tenant leases suite 207 & 208 commercial office space in the premises leased hereunder on the property located at 100 West Main Street, St. Clairsville, Ohio 43950

#### LEASED PREMISES

The leased premises shall consist of being Suites 207 & 208 at 100 West Main Street, being a portion of that certain building located at 100 West Main Street, St. Clairsville, Ohio 43950 and associated common property including parking located in the rear of the building. The parties agree and acknowledge that the square footage figure stipulated herein is a general figure which shall serve as the square footage of the leased premises regardless of any actual measurements of the interior space of the leased premises and regardless of any permitted alterations which the Tenant may make to the interior of the leased premises. The rentable square feet shall be used for all other purposes under this Lease. The leased premises shall enjoy the right to use the parking lot and other common areas of the Building in common with other tenants in the Building, which common areas shall be deemed appurtenances to the leased premises, but such spaces shall not be deemed part of the "leased premises" hereunder in order that the respective obligations (repairs, maintenance, insurance, etc.) of the parties as to the "leased premises" shall not e confused.

# TENANT IMPROVEMENTS

Landlord shall perform no Tenant Improvements without written permission from the Landlord. The lease premises shall be delivered in the condition as agreed upon in the agreement. An inspection will be completed at the time of lease signing.

# COMMENCEMENT; TERM OF LEASE; OPTION TO RENEW

The initial term of this Lease shall be for a period of ONE YEAR commencing on January 01, 2022 and expiring on December 31, 2022 Lessee shall be entitled to possession and occupancy of the leased premises on November 23, 2020 provided that this Lease Agreement has been executed by all parties and that the payment of the first months rental rate for all units and the Security Deposit has been made by Tenant. Acceptance of possession of the leased premises by Tenant shall be construed as recognition that the leased premises are satisfactory to Tenant and fit for Tenants intended use.

At the end of the ONE YEAR (December 31, 2022) lease term this agreement will automatically rollover to a MONTH TO MONTH leasing term until the parties come to an agreement on a new term.

#### RENT

Tenant shall pay base rent in the monthly sum of \$500 per month. Rent shall commence on January 01 2021 and shall be payable in advance on the FIRST DAY of each and every month over the Lease Term and any Renewal Term as applicable. Rent shall be payable to Zel Properties, LLC and can be accepted at 100 West Main Street, St. Clairsville, Ohio 43950. There will be a late fee of \$35 on the 6th day of the month for each late rent payment.

#### EXPENSES INCLUDED/EXCLUDED IN RENT

Expenses included in rent is common area maintenance which includes the restroom(s), stairs, halls, entryway as well as snow removal in the winter and lawn/property care in the summer/spring. Utilities ARE included and are the water, sewage, garbage, electric and gas. Tenant acknowledges that Landlord shall manage the building and property generally with respect to common area maintenance and repair issues, insurance and common utility issues, etc and shall have sole authority in this regard, with such authority to be exercised in Landlords reasonable discretion.

#### SECURITY DEPOSIT

A Security Deposit of \$500 will be paid by the Tenant upon the Commencement Date and held by the Landlord at all times while this Lease is in effect. The Security Deposit shall be held by Landlord without liability for interest and as security for the full and timely performance by Tenant of Tenants covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure or limitation of Landlords damages in case of default by Tenant. Unless otherwise provided by mandatory law or regulation, Landlord may co-mingle the Security Deposit with Landlords other funds.

If the leased premises are in substantially as good a condition, reasonable and normal wear and tear excepted, as exists upon the commencement of this tenancy, and Tenant is not in default under any other provisions of this Lease and is current in all payments owed to Landlord, the entire Security Deposit, or balance thereof after any such application to cure any default, shall be returned without interest to Tenant within a reasonable time after the expiration of termination of this Lease. (SEE INSPECTION FORM)

# USE

Tenant agrees to use the leased premises for general professional purposes relating to Tenants business described as Belmont County Annual GAAP Conversion & Financial Audit Any other use requires the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. In this connection, Tenant covenants and warrants unto Landlord that Tenant has all applicable governmental licenses for the conduct of such business, and that Tenant will not use the premises for any illegal or unlawful purpose or purposes, nor for any purpose or purposes which may unreasonably affect the general public's or building occupants health, safety and welfare or the welfare of the leased premises, nor for an purpose which will increase risks covered by insurance on the premises and result in increase of the rate of insurance or cancellation of any insurance policy. Tenant specifically acknowledges and agrees that Tenant shall be responsible for taking such steps as are necessary to insure that the walls, flooring and ceiling of the leased premises are adequately protected from any moisture or water damage as might result form Tenants operations in the leased premises, including making such alterations or installing certain coverings or coatings on walls, floors, and or ceilings as will protect same, subject to Landlords prior approval.

#### **PARKING**

Tenant acknowledges that the parking lot in the rear of the building is for the joint use by all of the tenants in the building and their guests and invitees and that there are no designated or reserved parking spaces. Tenant also acknowledges that there is street parking available; however, there are parking hours that is mandated by the city for those parking spaces.

Tenant acknowledges that snow removal activities during the winter may cause an accumulation of plowed snow in one or more areas of the parking lot which may reduce the amount of parking available to the buildings tenants and their guests and invitees.

#### **COMPLIANCE WITH PUBLIC AUTHORITIES**

Tenant agrees, at Tenants cost, to comply with all applicable municipal, County, State, and Federal laws and regulations now in force or which may hereafter be enforced concerning Tenants particular use of the leased premises. It is understood, however, that the Landlord is responsible for building modifications required by governmental agencies to ensure that the leased premises are in compliance with the ADA and its regulations as of the Lease Commencement Date. If any alteration to the leases premises desired by the building comply with any law or regulation from which the building is otherwise exempted or grandfathered, in the Landlord shall have the discretion to refuse Tenants desired alteration.

#### TENANTS ALTERATIONS

Tenant shall be responsible for the interior improvements of the leased premises after occupancy by Tenant, and except for the installation and location of signs, equipment, counters and other removable trade fixtures, and except as herein mentioned, Tenant shall neither make any alteration nor addition to the leased premises, nor make any agreement or contract therefore, without first obtaining Landlords prior written consent, said consent shall not be unreasonably withheld or delayed, and which consent may be conditioned upon the Tenants removal of such fixtures and restoration of the leased premises to their original condition at Tenants sole expense at the termination of tenancy. Tenant shall request in writing Landlords permission for such work, and such request must include a reasonably detailed written description of the scope of the desired work, plus plans and schematics if available. Tenant shall be responsible for obtaining and shall obtain all required building permits for such work, and shall provide a copy of same to Landlord at the conclusion of such work, Landlord shall have the right to inspect same, and Tenant shall provide "as-built" drawings and plans to Landlord reflecting the changes made.

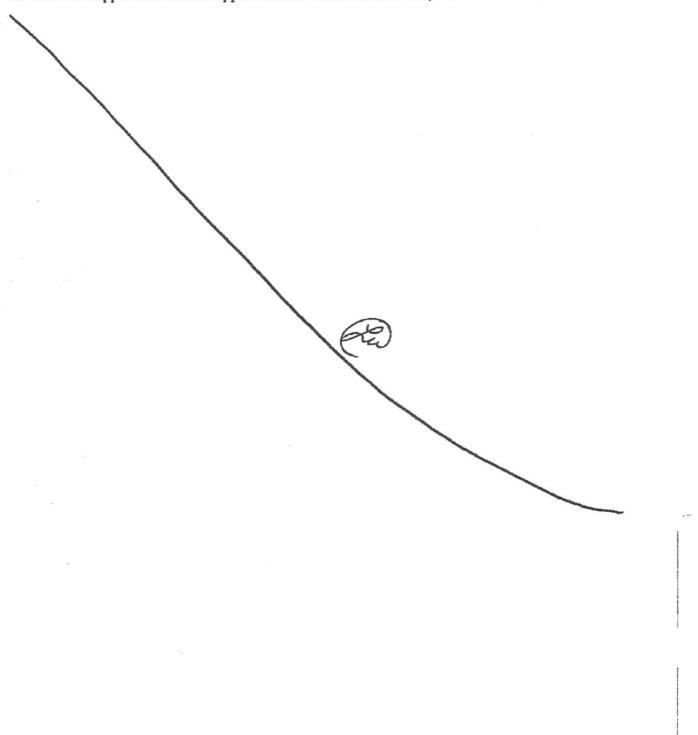
All alterations, additions or improvements made by Tenant to or upon the leased premises (except signs, equipment, counters, other removable trade fixtures, interior decorations which shall remain the property of Tenant and are removable by them) shall at once, when made or installed, be deemed to have attached to the freehold as permanent fixtures and shall become Lanlords property. Tenant shall not make any roof/wall holes or penetrations to the outside without written permission from the Landlord. Subsequent water damage to any part of the building caused by a roof or wall penetration (approved or not) will be the responsibility of the Tenant.

At the termination of the lease, and with notice, Tenant shall immediately remove all its personal property and removable trade fixtures. If Tenant fails to do so, Landlord may, with notice, remove and store the same at Tenants expense. Tenant will promptly reimburse Landlord for the expense to such removal and storage, upon receiving Landlords statement. If tenant fails to pay for such expense within thirty (30) days of receiving Landlords statement therefore, Landlord may sell Tenants property to pay such expenses and other amounts owing to Landlord by Tenant.

It is further agreed that anything remaining upon or removed from the leased premises thirty (30) days after the termination of this lease shall become the property of Landlord, at Landlords option, subject to the rights reserved to Landlord in the Lease herein before set forth.

#### SIGNS

Landlord and Tenant shall mutually agree upon the design and location of Tenants exterior sign. The sign shall be of professional quality and of similar quality and size as the signs of the other tenants in the building and shall comply with all applicable state, county or local laws, city ordinances and zoning. The design of the sign shall be submitted to Landlord prior to the placement and installation for Landlords approval and such approval shall not be unreasonably withheld or delayed.



#### UTILITIES

Utilities at 100; suites 207/208 West Main Street are: St. Clairsville Municiple J&J Refuse

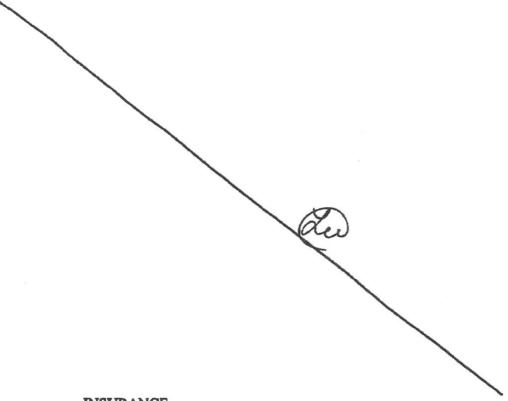
Electric

Garbage Removal

Water Sewage

Columbia Gas

Landord is responsible for all utility expenses



# **INSURANCE**

(a) Liability Insurance. Tenant shall carry, maintain, and deposit proof with Landlord of general liability insurance or self-insurance in the amount of at least PROOF NOT REQUIRED, INSURANCE REQUIRED combined single limit coverage of bodily injury, property damage, or some combination thereof, for damages caused or occurring on or about the leased premises or caused by Tenant, its agents, employees, or business invitees. Tenant shall, at least annually, furnish Landlord with certificates or other documentation evidencing such insurance.

Public Liability, Fire, and Casualty Insurance. Landlord shall maintain fire and standard casualty insurance upon the building, including the leased premises and General Liability Insurance on the common areas outside the leased premises and such expense shall be part of the common Triple Net Expenses.

(c) Tenant's Personal Property. Tenant shall be responsible for maintaining its own insurance upon its own personal property, inventory, equipment, leasehold improvements, and trade fixtures owned or claimed by it in an amount to be determined by Tenant. Landlord shall not be required or obligated to maintain any insurance against loss to Tenant's personal property by fire, theft, or other casualty.

#### WAIVER OF SUBROGATION

Notwithstanding anything herein to the contrary, Landlord hereby releases Tenant, and Tenant hereby releases Landlord and their respective officers, agents and employees, from any and all claims or demands for damages, loss, expense, or injury to the leased premises, or to the furnishings, fixtures, equipment or inventory or other property of either Landlord or Tenant in, about or upon the leased premises, as the case may be, caused by or resulting from perils, events or happenings which are covered by the insurance carried by the respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent and amount permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby, or the expense of such insurance is not thereby increased and further provided that such waiver shall be effective only to the extent of insurance proceeds actually received.

#### CONDITION OF LEASED PREMISES

Upon taking possession of the leased premises on the Occupancy Date. Tenant shall inspect the premises with the Landlord or manager. A list of items will be used to determine the condition of the premises. The tenant has 15 days to report any findings not discovered upon original inspection made the day possession is taken. The tenant must report the items in writing. The Landlord will promptly make note of or repair the items in a timely fashion as needed.

Items not listed on the original inspection report that are found upon the move-out inspection will be the responsibility of the Tenant financially for repairs.

Items promised as condition of Lease Agreement: Paint Interior Walls, Clean Carpets, Repair Ceiling Tiles

If Tenant does not give Landlord notice of any such defects within said fifteen (15) day period, Tenant shall have been deemed to acknowledge receipt of the leased premises in good condition and repair and in all respects satisfactory and acceptable to Tenant.

Further, at all times during the term of this tenancy, Tenant shall immediately notify Landlord of any subsequent damages, defects or conditions occurring upon the leased premises which may, if continued, further damage the leased premises (such as water leaks, plumbing or electrical problems, heating failures, and the like).

#### TENANT'S POSSESSION; LANDLORD'S RIGHT TO INSPECT

Landlord covenants with Tenant that upon paying the rent and performing the terms, covenants and agreements in this Lease set forth, Tenant shall, at all times during the term or any extension of the term hereof, be entitled peacefully and quietly to have, hold, and enjoy the leased premises.

Tenant agrees to allow Landlord, or its agents, reasonable access at reasonable times to show the premises to prospective buyers or lenders at any time during the term hereof; or to prospective successor tenants if Tenant's lease will be expiring within six (6) months. Further, Landlord and its agents shall have the right to reasonable access to the leased premises at reasonable times upon no less than twenty-four hours prior notice to ascertain whether the leased premises are in good repair and or to make such repairs or maintenance which Landlord may be required to make or feel desirable. The requirement of advance notice shall not apply in situations deemed to be an emergency by the Landlord (fire, water leaks, or other situations which may affect or endanger the building or its tenants, etc.).

#### REPAIR AND MAINTENANCE

The Landlord is responsible for repairs and maintenance concerning issues not caused by the Tenant, such as HVAC, plumbing, water, electrical. Landlord is responsible for the replacement of light bulbs to existing light fixtures.

The Landlord is responsible for all structural and exterior defects not caused by tenants

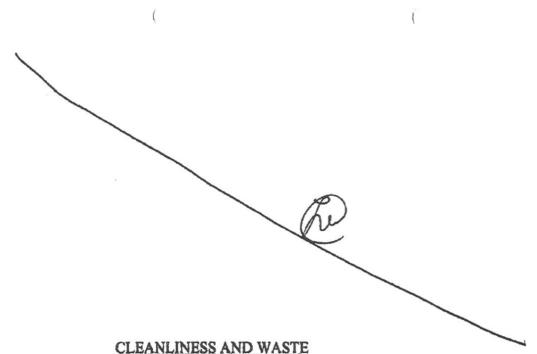
Landlord is responsible for snow and ice removal to building entrance, parking and walkways.

MAINTENANCE CONTACT IS PROPERTY MANAGER

LURAN WILLIAMS 740-839-9169 LURAN WILLIAMS 740-839-9169

Service orders or requests may also be submitted 1 100 West Main Street Suite 202 St. Clairsville, Ohio 43950

Telephone: 740-449-2454 Email: zelproperties2019@gmail.com



Tenant shall keep the leased premises, inside and outside, in a neat, clean, and sanitary condition, free from waste and other debris. Receptacles are provided for trash and any other garbage from tenant must be used accordingly. Tenant shall not place trash or cardboard outside the receptacles. Tenant shall not allow any hazardous substances to be deposited or remain in or about the leased premises. Tenant shall store all items pertaining to its business operations inside the leased premises and not in common parking or walk areas. Tenant shall not allow hazardous or legally prohibited liquids or solids to be placed in the sewer system or in the grounds in the area of the leased premises. At the termination of this Lease, Tenant shall clean and repair any and all soiling and/or damages to the leased premises, including marks, scratches, holes, dirt, and grease, and damages to the walls, floors, floor coverings, ceilings, and fixtures, normal wear and tear excepted.

It is a general management policy of the Landlord that pets are not allowed in the building or on the premises, with the exception of bona fide service animals and other animals specifically approved by Landlord

Cigarette or cigar smoking is not allowed at any time in the building and is only permitted outside the building at a distance of at least 30 feet from doorways or windows. All cigarettes and cigars must be extinguished and disposed of properly and safely. Littering the premises is not permitted.

# LIENS

Tenant shall not permit any lien to be attached to the leased premises by reason of any act or omission on its part and agrees to save and hold Landlord harmless from or against such lien or claim of lien.

If any lien does attach and any claim of lien is made and shall not be released within fifteen (15) days after notice from Landlord to Tenant to release the same, Landlord, at its option, may pay and discharge the same. In this case, the amount paid by Landlord shall be added to and become part of the next succeeding installment of rent, shall be deemed rent payable hereunder, and shall bear interest at the rate of twelve percent (12%) from the date advanced by Landlord until paid; provided, however, if Tenant desires in good faith to contest the validity of any such lien, it may do so and in such event Landlord shall not discharge the lien and assess additional rent until the validity of the lien is legally established. However, if Landlord's mortgagor legally

requires and demands that the lien be released or paid, Tenant shall, upon demand, cause the lien to be released by furnishing bond or otherwise.

#### DEFAULT

Occurrence of one or more of the following events shall constitute an event of default by Tenant:

- (a) If Tenant shall fail or neglect to pay the rent when due, or shall fail to pay any other money required to be paid by Tenant, and such default(s) shall continue for a period of ten (10) days following written notice, delivered by Landlord to Tenant, advising of the default and demanding a cure of same; or,
- (b) If Tenant shall default in the performance of any other obligation or duty of Tenant under this Lease, or if Tenant shall commit waste or allow a nuisance to exist on the leased premises, and such default shall continue for a period of thirty (30) days following written notice given after such default, unless within said thirty (30) days Tenant shall cure such default, or if such default cannot be cured within thirty (30) days, Tenant shall, within said thirty (30) day period, commence to cure such default and shall thereafter continue to use reasonable due diligence in the curing thereof, provided that as to any event of default which is not ongoing and not capable of cure by the Tenant, no such notice and cure period shall be applicable.

If an event of default occurs which remains uncured after any applicable notice and cure period, or which is not capable of cure, then Landlord, upon further written notice to Tenant, shall have the right to pursue any one or more of the following remedies, consistent with and subject to applicable law, at Landlord's discretion and election:

- (a) Landlord shall have the immediate right to terminate and cancel Tenant's rights under this lease and re-enter, recover, and resume possession of the leased premises, or
- (b) Landlord may continue to assert the validity of the Lease, take possession of the leased premises, pursuant to applicable law, (including unlawful detainer or action for possession), and re-let the leased premises, or any part thereof, for such term or terms, (which may be for a term extending beyond the term of this Lease), at such rent and upon such terms and conditions as Landlord may, in its sole discretion, deem advisable, provided Landlord agrees to proceed in a commercially reasonable manner in re-letting the leased premises. Upon such re-letting, Tenant shall immediately be liable to pay Landlord the reasonable costs and expenses of such re-letting, (including reasonable agents' or brokers' commissions and attorney's fees for the new lease), the reasonable costs and expenses of any alterations or repairs resulting from Tenant's use and reasonably required to be made to the leased premises to make it rentable, and shall be liable to pay to Landlord the amount, if any, by which the rental required to be paid by Tenant in this Lease for the period of such re-letting, (up to, but not beyond, the term of this Lease), exceeds the amount agreed to be paid by the new Tenant as rent for the leased

premises for such period of re-letting. If Landlord cannot re-let the leased premises for the entire balance of Tenant's term, Tenant shall be liable to pay Landlord for the balance of the rental required by this Lease at the time that such payments become due. No such termination, unlawful detainer action, re-entry, or taking of possession of the leased premises by Landlord shall be construed as an election on their part to terminate Tenant's other obligations under this Lease unless a written notice of such intention is given to Tenant; and or

(c) Landlord shall have recourse to any other remedy provided at law or in equity.

In the event of any termination of this Lease and upon the expiration of the term thereof, Tenant shall yield up quiet, immediate, and peaceful possession to Landlord.

Tenant recognizes and agrees that the obligation to pay rent and all other payments as are required to be paid by Tenant hereunder is independent of all other covenants and agreements herein contained. If Landlord shall commence any proceeding for nonpayment of any rent to which Landlord may be entitled or for breach of this Lease or for termination of this Lease by reason of Tenant's failure to timely cure a default, Tenant agrees that if Tenant does not pay the rent due hereunder during the pendency of the action or deposit the same with the Court, the Court shall immediately return possession of the leased premises to Landlord to enable Landlord to immediately rent the leased premises to third parties.

Landlord's failure to perform or observe any or its obligations under this Lease shall constitute a default by Landlord under this Lease only if such failure shall continue for a period of thirty (30) days (or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure) after Landlord receives written notice from Tenant specifying the default. The notice shall give in reasonable detail the nature and extent of the failure and shall identify the Lease provision(s) containing the obligations(s). If Landlord shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Tenant may pursue any remedies available to it under law and this Lease, provided that Tenant's obligation to pay Rent during any such cure period shall not be excused, tolled, or suspended in any way, such obligation to pay Rent being an independent covenant of Tenant hereunder, in recognition that Landlord must receive timely payments of Rent in order to operate the building. In the event of any failure, refusal or neglect on the part of the Landlord to cure or correct any defect or deficiency within a reasonable time frame, depending on the nature of the defect or deficiency, and for which the Landlord had received notice, Tenant may, but is not obligated to, cure or correct such deficiency or defect and seek recourse as against the Landlord for the recovery of any such sums expended. In no event, however, may Tenant offset, reduce, or deduct from the successive monthly rent any amounts expended by the Tenant to correct or cure such defect of deficiency. Tenant's obligation to pay Rent hereunder is an independent covenant. Notwithstanding the foregoing, if Landlord's default continues beyond the thirty (30) day cure period described above, then Tenant, at Tenant's option, may elect to terminate this Lease by giving written notice thereof to Landlord, such termination to be effective immediately upon Tenant's notice to Landlord. In the event of such termination, Tenant's obligations hereunder shall cease.

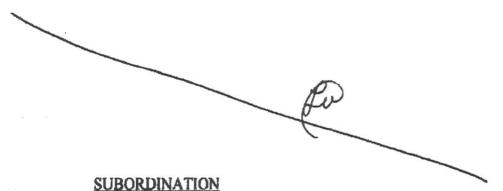
# SUSPENSION OF LEASE IN CASE OF CASUALTY DAMAGE OR PUBLIC AUTHORITY

Landlord and Tenant agree that if, during the term of this Lease the leased premises shall be injured or destroyed by fire or other casualty or condemned or rendered untenantable by public authority, so as to render the leased premises unfit for occupancy, to such an extent that the leased premises cannot be repaired or replaced with reasonable diligence within ninety (90) days from the happening of such injury or act, then either Landlord or Tenant may terminate this Lease as of the date of such damage or act by written notice delivered to the other within fifteen (15) days from the occurrence. Tenant shall immediately surrender the leased premises and all interest therein to Landlord and Tenant shall pay rent only to the time of the said damage or act.

If the leased premises can be restored within ninety (90) days from the happening of the damage or act and if Landlord, within fifteen (15) days from occurrence, elects, in writing, to repair and restore the leased premises within the said ninety days from the happening of the damage or act, then this Lease shall not end or terminate on account of such injury or act. However, the rent and Triple Net Expenses shall not run or accrue after injury and during the process of repairs, except only that Tenant shall, during such time, pay a prorated portion of such rent and Triple Net Expenses apportioned to that portion of the leased premises which are in condition for occupancy and can be effectively used or may actually be occupied by Tenant during such repairing periods.

If, however, the leased premises shall be damaged, but Tenant can use the leased premises to their fullest extent, then Landlord shall repair the same with reasonable promptness. In this case, the rent shall not cease or be abated during such repairing. All equipment, appliances, fixtures, improvements or betterments placed by Tenant on the leased premises, which shall be damaged or destroyed in any of the events aforementioned shall be repaired and replaced by Tenant at its own expense and not at the expense of Landlord.

Except as otherwise herein set forth, Landlord shall not be held to account for any damages to Tenant attributable to fire, acts of God or any failure or defect in the leased premises not reasonably attributable to the intentional or negligent acts or omissions of Landlord or its agents and employees; provided, however, Tenant shall promptly report any failure or defect to Landlord who shall repair or correct such defects with reasonable diligence.



Notwithstanding anything herein to the contrary, Tenant agrees this Lease is and shall be subordinate to any mortgage, trust indenture, or other instrument of security which shall have been or shall be placed against the land and buildings of which the leased premises forms a part; and said subordination is hereby made effective without any further act by Tenant. Tenant agrees that at any time, or from time to time, upon request by Landlord, it will execute and deliver any instruments, releases, estoppel certificates, or other documents that may be required in connection with the subjecting and subordinating of this Lease to the lien of any of said mortgages, trust indentures or other instruments of security, or as may be required by Landlord in connection with a sale of the building. If there is more than one instrument, release, estoppel certificate, or other such document requested in any given Lease Year, and if legal fees are involved on the part of the Tenant to review such documents, the Landlord will reimburse Tenant for its reasonable legal fees to the extent such are reasonable and standard fees for such review.

#### NOTICE

Any notice required to be given by one party, to the other shall be in writing and must be personally served upon a party or served by registered or certified mail, postage prepaid, through the United States Postal Service, and addressed to the respective parties at the following addresses:

LANDLORD:

Chalres Defilippo dba Zel Properties, LLC 100 West Main Street, Suite 202 St. Clairsville, Ohio 43950

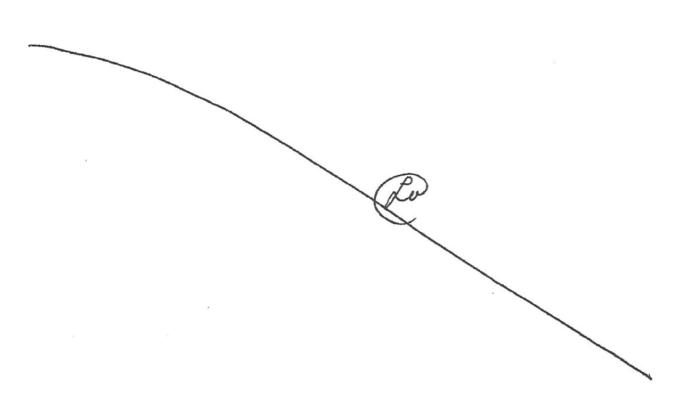
Phone: 740-449-2454

TENANT:

**Belmont County Commissioners** 

101 West Main Street St. Clairsville, Ohio. 43950

Either party may change the above addresses by giving written notice to the other party of such change. If a party's address is changed without such written notice, notice may be addressed to a party's last known address. Notice given in accordance with this provision shall be deemed effective on the earlier of (i) actual receipt, or (ii) three calendar days from the date of mailing.



#### WAIVER.

No waiver of any breach of any agreement, term, covenant, or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of the same or any other agreement, term, condition, or covenant.

# ASSIGNABILITY AND SUBLEASING

Tenant shall not have the right to sublease or assign all or any portion of the leased premises during the Lease Term, without Landlord's prior written approval, which shall not be unreasonably withheld or delayed. Any such approved assignment or sublease shall be with recourse to Tenant.

# SUCCESSORS AND ASSIGNS

Subject to the provisions of the preceding Paragraph, entitled "Assignability and Subleasing", this Lease shall be binding upon and inure to the benefit of the respective parties, their successors and permitted assigns.

# ALL AGREEMENTS CONTAINED HEREIN

This Lease along with the Exhibits attached hereto, contains all of the agreements of the parties relating to the subject matter; and it supersedes and cancels all prior written or oral agreements between them with reference to the subject real property and premises, including all improvements thereon.

#### TIME

It is mutually agreed by and between the parties that TIME IS OF THE ESSENCE OF THIS LEASE AGREEMENT, AND OF EACH AND EVERY PROVISION HEREIN.

#### **HEADINGS**

The headings and titles of sections and paragraphs of this Lease are inserted merely for convenience and are not to be used in the constructions thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

LANDLORD:	Zel Properties, LLC	Date:
	By: Luran I Williams	
TENANT:	Jerry Echema Name	11.2 <b>3</b> .21
	Signature Eclema	w~
	Name Name	11/23/21 Date
	Signature	
APPROVED AS TO FORM:	JP Dutton	11/23/21 Date
PROSECUTING ATTORNEY	X O O O O O O O O O O O O O O O O O O O	

Upon roll call the vote was as follows:

Mr. Echemann

Yes

Mr. Meyer Mr. Dutton Yes Yes

# IN THE MATTER OF APPROVING THE RENEWAL OF LEASE

# AGREEMENT FOR BCDJFS FOX SHANNON LOCATION FOR 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the renewal of the one-year lease agreement with the Belmont County Department of Job and Family Services for the Fox-Shannon location, effective January 1, 2022, in the amount of \$1,604.90.

# 2022 LEASE AGREEMENT

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the **Belmont County Department of Job & Family Services**, Lessee, leases to the Lessee, the following premises:

Fourteen thousand two hundred twenty five (14,225) square feet of office space in the building known as the **310 Fox Shannon Place** and located at **310 Fox Shannon Place**, **St. Clairsville**, Ohio 43950.

For the term of one (1) year commencing on January 1, 2022 at a total cost of \$1,604.90, payable in eleven (11) monthly installments of \$133.74 and one (1) monthly installment of \$133.76 on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio. Said amount is calculated from the original amortization schedule.

The Lessor and Lessee agree as follows:

- 1. That the Lessee will pay the rent at the time and place and in the manner specified above;
- That the Lessee will occupy the premises in a safe and proper manner;
- That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
- 4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
- That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
- 6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
- 7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
- 8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
- 9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
- 10. Lessee agrees to pay rent for capital cost purposes at the amounts designated in the forty (40) year amortization schedule on file with the Commissioners' office. Property insurance on this facility is collected in the annual cost allocation plan as part of the Shared indirect cost amount. Other operating costs such as utilities, etc., are paid directly by Lessee.
- 11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
- 12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
- 13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
- 14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
- 15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
- 16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
- 17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 23rd day of November, 2021, at St. Clairsville, Ohio.

Jerry Echemann /s/ Jerry Echemann, President

**Belmont County Board of Commissioners** 

Lessor

Jeffery Felton /s/

Jeffery Felton, Director

Belmont County Dept. of Job & Family Services

Approved as to form:

David K. Liberati /s/

David K. Liberati

Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM-**Richard Hord, Martins Ferry, asked for an update on the proposed partnership with East Ohio Regional Hospital and Senior Services of Belmont County. Mr. Meyer said a meeting had taken place and it is still in the initial stages. Mr. Dutton said Senior Services had reached out to EORH in the last six months for services.

# RECESS

# IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:16 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 compensation and 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 11:21 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:21 a.m.

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 APPROVING PAID PARENTAL LEAVE FOR

# REBECCA HUGHES, OPERATIONS MANAGER/WATER & SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Paid Parental Leave for Rebecca Hughes, Operations Manager at the Belmont County Water & Sewer District, effective November 12, 2021 and ending on December 23, 2021.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING	
<b>COMMISSIONERS MEETING AT 11:36</b>	A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting 11:36 at a.m. Upon roll call the vote was as follows:

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

Read, approved and signed this $\underline{1st}$ day of $\underline{\Gamma}$	December, 2021.
Jerry Echemann /s/	
Josh Meyer/s/	COUNTY COMMISSIONERS
J. P. Dutton /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
•	
Ronnie Zuzak /s/	CLFRK