

St. Clairsville, Ohio

April 6, 2022

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton and Jerry Echemann, Commissioners and Bonnie Zuzak, Clerk of the Board. Absent: Commissioner Josh Meyer

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. Dutton, seconded by Mr. Echemann 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 \$1,453,702.11

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following transfers within fund for the following funds:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A02.002 Salaries-Admin	E-0131-A006-A09.000 Medical	\$40,000.00

B00 DOG & KENNEL FUND

FROM	TO	AMOUNT
E-1600-B000-B02.002 Salaries-Employees	E-1600-B000-B09.004 Workers Comp	\$26.21

S66 BCBDD DEVELOPMENT DISABILITIES FUND

FROM	TO	AMOUNT
E-2410-S066-S66.010 Supplies	E-2410-S066-S84.074 Transfers Out	\$2,400,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following transfers between funds as follows:

S02 SHERIFFS POLICING REVOLVING FUND AND THE A00 GENERAL FUND

FROM	TO	AMOUNT
E-5102-S002-S01.002 Salaries	E-0131-A006-A02.002 Salaries	\$22,168.60
E-5102-S002-S02.005 Medicare	E-0256-A014-A07.005 Medicare	\$316.72
E-5102-S002-S03.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	\$3,103.56
E-5102-S002-S04.006 Health Insurance	E-0256-A014-A06.006 Group and Liability	\$2,152.83

S66 BCBDD DEVELOPMENT DISABILITIES FUND AND S67 BCBDD RESERVE FUND

FROM	TO	AMOUNT
E-2410-S066-S84.074 Transfers Out	R-2411-S067-S11.574 Transfers In	\$1,000,000.00

S66 BCBDD DEVELOPMENT DISABILITIES FUND AND S68 BCBDD RESIDENTIAL SERVICES FUND

FROM	TO	AMOUNT
E-2410-S066-S84.074 Transfers Out	R-2412-S068-S08.574 Transfers In	\$1,000,000.00

S66 BCBDD DEVELOPMENT DISABILITIES FUND AND S69 BCBDD MEDICAID RESERVE FUND

FROM	TO	AMOUNT
E-2410-S066-S84.074 Transfers Out	R-2413-S069-S05.574 Transfers In	\$500,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the April 06, 2022, meeting:

A00 GENERAL FUND

E-0057-A006-F06.011	Veterinary Services	\$16.00
E-0057-A006-F08.000	Other Expenses	\$747.76
E-0061-A002-B05.000	Intense Probation-Clerk of Crts.	\$24,418.42
E-0170-A006-G12.000	Indigent Clients-Payment to State	\$850.00

B00 DOG & KENNEL FUND

E-1600-B000-B07.000	Veterinary Services	\$180.67
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K00 M.V.G.T. FUND/ENGINEER

E-2812-K000-K16.013	Contracts-Projects Road	\$3,395,000.00
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N14 SSD CAPITAL IMPROVEMENTS

E-9014-N014-N12.000	USDA Sewer Projects	\$489,189.23
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S02 SHERIFFS POLICING REVOLVING FUND

E-5102-S002-S01.002	Salaries	\$22,168.60
E-5102-S002-S02.005	Medicare	\$316.72
E-5102-S002-S03.003	PERS/SPRS	\$3,103.56
E-5102-S002-S04.006	Health Insurance	\$2,152.83

S67 BCBDD RESERVE FUND

E-2411-S067-S20.000	Other Expenses	\$1,000,000.00
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S68 BCBDD-RESIDENTIAL SERVICE FUND

E-2412-S068-S04.011	Contract Services	\$1,000,000.00
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S69 BCBDD MEDICAID RESERVE FUND

E-2413-S069-S01.011	Contract Services	\$500,000.00
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W20 LAW LIBRARY RESOURCES FUND

E-9720-W020-W02.002	Salary	\$5,000.00
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E-9720-W020-W03.003	PERS	\$1,000.00
E-9720-W020-W05.005	Medicare	\$282.00
E-9720-W020-W07.010	Supplies	\$15,881.47
<u>Y01 UND. AUTO TAX</u>		
E-9801-Y001-Y01.000	Und. Auto Tax	\$100,448.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
HOSPITALIZATION CHARGEBACKS FOR MARCH & APRIL 2022**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for
Hospitalization Chargebacks for the months of March and April 2022

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	16,755.08
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	19,912.66
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	42,860.06
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	13,234.16
E-1510-W081-P07.006	DRETAC-PROSECUTOR	R-9891-Y091-Y01.500	3,520.92
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	3,520.92
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,520.92
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091-Y01.500	1,760.46
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	4,188.77
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	9,713.24
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	1,760.46
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	163,900.84
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	176,106.91
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	22,947.40
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,335.70
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	61,314.18
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	21,368.61
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	119,464.58
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	10,919.90
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	34,845.86
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	77,066.14
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	21,150.08
COUNTY HEALTH			
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	9,428.20
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	3,885.30
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	352.10
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	3,520.92
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	3,873.02

E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	2,883.52
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	1,681.66
E-2229-F081-F01.001	Public Health EM Readiness	R-9891-Y091-Y01.500	5,415.20
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	1,195.98
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	968.26
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	816.52
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	5,985.56
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	352.10
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	193.66
JUV COURT/GRANTS			
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	1,335.70
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	7,041.84
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	3,520.92
		TOTALS	914,457.07

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS
FOR HSA CHARGEBACKS/APRIL 2022**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for HSA Chargebacks for April 2022.

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y12.500	64.52
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	322.60

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. **B00/DOG AND KENNEL FUND-\$180.67** deposited into R-1600-B08.500 on various dates in March 2022 (*Donations for Vet Care paid in on various dates in March 2022*).

GENERAL FUND/ANIMAL SHELTER-\$16.00 deposited into R-0057-A006-A01.500 on 03/16/2022 (*Donation for Vet Care paid in on March 16, 2022*). **\$747.76** deposited into R-0057-A006-A03.500 on 03/31/2022 (*Adoption fees paid in on various dates in March 2022*).

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated April 6, 2022, 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. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Absent

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

BOARD OF COMMISSIONERS-J. P. Dutton and Jerry Echemann to Walnut Creek, OH, on April 29, 2022, to attend the annual EODA meeting. A county car will be used for travel.

DJFS-Lori Bittengle, Ashley Bobek, Teri Coleman, Casey Hull, Ryan Kreiter, Jonette Lowe, Michele Schramm, Amy Slater, Emily Taylor and Michell Towell-Ickler to Columbus, OH, on May 18-19, 2022, to attend the ODJFSDA Director’s Training Conference. Estimated expenses: \$1,182.00.

SSOBC-Dorothy Burkhart to Wheeling, WV, on April 29, 2022, for a senior outing to Oglebay Park. A county vehicle will be used to travel.

VETERANS SERVICE COMMISSION-John Zingo, John Purtiman, Robert Wallace, Virgil West and Thomas Young to Columbus, OH, on April 8-10, 2022 and July 22-24, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 30, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENTS AND REAPPOINTMENTS TO THE BELMONT COUNTY FAMILY SERVICES PLANNING COMMITTEE

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following appointments and reappointments to the Belmont County Family Services Planning Committee for a two-year term:

APPOINTMENTS-Effective April 1, 2022

- Cindy Berry, BCJFS CSEA Administrator
- Lisa Kazmirski, Executive Director, SSOBC
- Lisa Ward, Director, Belmont, Harrison, Monroe Mental Health and Recovery Board
- Alaire Mancz, Director, Belmont County CAC
- Chelsea Scott, Director (Future) Tri-County Help Center
- Joe Ticich, Belmont Savings Bank

REAPPOINTMENTS-Effective May 23, 2022

- Patricia Green-Wallace, Belmont County FCFC Coordinator
- Christine Parker, BCDJFS - PCSA Administrator
- Ed Good, Utility Workers Union of America
- Stephen Williams, Belmont County Board of Developmental Disabilities
- Mike Schlantz, BCDJFS, Workforce Coordinator
- Shelley Schramm, BCDJFS Public Assistance Administrator

Note: This committee serves as an advisory board to the County Commissioners with regard to the family services provided in the county.

Upon roll call the vote was as follows:

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

IN THE MATTER OF PROMOTING AND PAY RANGE ADJUSTMENT FOR MS. COURTNEY CLARK/BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

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

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services; and

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes.

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to promote Courtney Clark from the position of Children Services Case Manager to Children Services Quality Control Manager. Ms. Clark’s wage will be in accordance with the county non-bargaining unit pay scale, effective April 11, 2022.

Upon roll call the vote was as follows:

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

Mr. Dutton said this was based upon the recommendation of DJFS Director Jeff Felton. One of his strong suits is with Children Services and he has been doing a lot of work to continually try to approve that department to always make sure they are doing the best they can to protect the children of the county, said Mr. Dutton.

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge receipt of \$6,619.65 in unspecified donations to the Belmont County Dog and Kennel fund for the first quarter of 2022, as follows: \$1,449.27 for January, \$1,332.90 for February and \$3,837.48 for March. Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF UNSPECIFIED DONATIONS /ANIMAL SHELTER GENERAL FUND

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge receipt of \$15.28 in unspecified donations to the Animal Shelter (general fund) for March of 2022.

Upon roll call the vote was as follows:

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

Mr. Dutton said they appreciate all donations provided to Belmont County Animal Shelter. The funds are used for things outside of general operations.

IN THE MATTER OF ADOPTING THE BELMONT COUNTY BOARD OF COMMISSIONERS' ELECTRONIC SIGNATURE POLICY PURSUANT TO SECTION 1306 OF THE OHIO REVISED CODE

Motion made by Commissioner Dutton, seconded by Commissioner Echemann to adopt the following:

RESOLUTION ADOPTING THE BELMONT COUNTY BOARD OF COMMISSIONERS' ELECTRONIC SIGNATURE POLICY PURSUANT TO SECTION 1306 OF THE OHIO REVISED CODE

WHEREAS, the implementation of electronic signatures will increase productivity and ensure convenient, timely, and appropriate access to County information by using digital technology to collect and preserve signatures on documents quickly, securely, and efficiently; and

WHEREAS, Ohio Revised Code Section 1306: Uniform Electronic Transactions Act provides the authority to sign records electronically, and accept records in which electronic signatures have been utilized; and

WHEREAS, the Belmont County Board of County Commissioners is desirous of adopting the Electronic Signature Policy to increase productivity and efficiency, ensure convenience, timely, and appropriate access to County information.

NOW THEREFORE, BE IT RESOLVED, by the Belmont County Board of Commissioners that the resolution adopting the Belmont County Board of County Commissioners' Electronic Signature Policy, pursuant to Section 1306 of the Ohio Revised Code, be and is hereby approved.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO MEMORANDUM OF UNDERSTANDING BY AND BETWEEN BELMONT COUNTY LEPC AND BOARD OF COMMISSIONERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Memorandum of Understanding, effective January 1, 2022, until December 31, 2022, by and between the Belmont County Local Emergency Planning Committee (LEPC) and the Board of Belmont County Commissioners for the purpose of promoting public safety and prudent emergency planning for the citizens of Belmont County.

Note: This is regarding the funding provided by the LEPC for services to be provided by the Director and staff of the Belmont County Emergency Management Agency.

Memorandum of Understanding

This Memorandum of Understanding, effective January 1, 2022 until December 31, 2022 is entered into by and between the Belmont County Local Emergency Planning Committee (LEPC), 68329 Bannock Road, St. Clairsville, OH 43950, and the Board of Belmont County Commissioners (Commissioners) 101 West Main Street St. Clairsville, Ohio 43950, for purpose of promoting public safety and prudent emergency planning for the citizens of Belmont County, Ohio.

In consideration of the services to be provided by the Director and staff of the Belmont County Emergency Management Agency as described below, the LEPC agrees to provide the sum of twelve thousand eight hundred and ten dollars (\$12,810.37) annually, provided that (1) the LEPC has such amount, and (2) said sum does not exceed 75% of the fund balance. Said funds shall be made available to the Commissioners during the first quarter of each calendar year this agreement is effect.

In consideration of the funds provided by the LEPC to the Board as described in this agreement, the EMA shall provide the following services to or for the LEPC:

1. Grant writing and administration
2. Administration of SARA Title III filings by local chemical facilities
3. Compliance and enforcement of SARA Title III regulations
4. Compliance with SERC mandated reports
5. Emergency response to spills and releases of regulated materials
6. Information coordination of LEPC public records
7. Plan development, review, and updates
8. Annual exercise of the LEPC county plan and emergency response
9. Administration of the LEPC Cost Recovery Program
10. Such other administrative duties as may be needed, provided that such additional duties shall not interfere with nor impede the discharge of the emergency management responsibilities of the EMA Director and staff

The parties stipulate that funds provided by the LEPC to the Commissioners shall be used to supplement existing funding for salaries, benefits and other operational expense categories of the EMA; and that said funds are being provided by the LEPC to the Commissioners on the condition that such funds shall be used in addition to, and not as a replacement of, funding currently budgeted by the Commissioners to the EMA.

Each party hereto reserves the right to revise or terminate this Memorandum of Understanding annually prior to the anniversary of the date of the signing. Unless terminated, by either party upon written notice to the other not later than 30 days prior to the anniversary date, this agreement shall be in effect for the calendar year.

Date: April 6, 2022

BELMONT COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

BY: Dave Ivan /s/ DATE: 4/7/2022

Dave Ivan, Chairman

BOARD OF BELMONT COUNTY COMMISSIONERS

BY: _____ DATE: _____

Josh Meyer, President

BY: J. P. Dutton /s/ DATE: 4/6/22

J. P. Dutton, Vice-President

BY: Jerry Echemann /s/ DATE: 4-6-22

Jerry Echemann

APPROVED AS TO FORM:

David K. Liberati /s/ Assist PA

BELMONT COUNTY

PROSECUTOR

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING A LAND USE AGREEMENT WITH
BUFFY KRUPA/PARCEL #26-01218.000**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Josh Meyer to sign a **Land Use Agreement** with Buffy Krupa for property located at 55060 St. Joe Merritts Rd, Bellaire, Ohio, Parcel # 26-01218.000, in the amount of \$1.00 per year, effective April 6, 2022 through December 31, 2022; the lease shall then automatically renew on an annual basis.

LAND USE AGREEMENT

This Lease is made this April 6, 2022, between The Belmont County Commissioners, whose address is 101 West Main Street, St. Clairsville, OH 43950 ("Landlord"), and Buffy Krupa, whose address is Moss Run Rd. Bellaire, Oh 43906 ("Tenant").

1. **PROPERTY.** Landlord leases to Tenant, on the terms and conditions set forth below, the Property located and described as follows (the "Property"): 55060 St. Joe Merritts Rd. Bellaire Oh 43906
(Parcel No.:26-01218.000).
2. **TERM.** The term of this Lease shall initially begin on the date the lease is fully executed and expiring on December 31st of the following calendar year. The lease shall then automatically renew on an annual basis. Landlord or Tenant may terminate this Lease at any time and for any reason, upon 30 days written notice to the other party.
3. **RENT.** Tenant shall pay as rent for the Property the sum of one dollar (\$1.00) per year. The rent shall be due upon the signing of the lease and thereafter, the rent shall be paid by January 15th of each year to Landlord at its address set forth above or at such other place as Landlord may designate. If the rent is not paid within 5 days of the due date, the rent shall be deemed late.
4. **USE.** The Property can only be used for purposes compatible with open space, recreational, wetlands or proper floodplain management policies and practices, consistent with 44 CFR 80.19. **The Tenant shall only use the Property as additional yard space.**

In its use of the Property, Tenant shall comply with all applicable laws; shall commit no waste; shall not unreasonably interfere with the operations of Landlord or neighboring owners or tenants; shall make no alterations or improvements to the Property which are inconsistent with this lease; and shall not permit any liens to attach to the Property or Tenant's interest in this Lease. All rules set forth in the NMGP grant for open space management and maintenance will be followed, a copy of which rules are attached hereto and incorporated herein.

No structures shall be erected without authorization of the County Commissioners and County Floodplain Coordinator, and the structures erected shall be in compliance with all applicable federal, state and local laws, rules and regulations, and must be compatible with uses for open space, recreational, wetlands or proper floodplain management policies and practices.

No Commercial use of property.

The Landlord retains all mining, mineral, gas and oil surface and land rights.

5. **MAINTENANCE.** Tenant acknowledges that the Property is now in good repair and accepts the same in their present condition throughout the term of this Lease, and shall provide snow removal, mowing, sweeping, and similar maintenance. Tenant shall keep the lawns nicely mowed and at a height no greater than 7-inches. Notwithstanding anything to the contrary in this Paragraph 5, Tenant shall pay for any repairs and maintenance caused by the negligence or wrongful acts of the Tenant or its agents or employees, but excepting any damages waived by Landlord under Paragraph 8.
6. **INSURANCE.** Tenant shall maintain liability insurance with respect to their use of the Property and shall name the Belmont County Commissioners as an additional insured. Certificates of Tenant's insurance shall be furnished to Landlord and shall contain provisions prohibiting cancellation without 30 days' written notice to the Landlord. The Tenant's minimum insurance shall be \$1,000,000 single limit liability per occurrence.
7. **INDEMNITY.** Except to the extent liability is waived under Paragraph 8, Tenant shall indemnify and hold Landlord harmless against any and all claims, liabilities, damages and losses, including expenses incidental to the defense of same, resulting from injury or death of any person or damage to property occurring on or about the Property, unless caused by the negligent acts of Landlord. In addition, Tenant shall indemnify and hold Landlord harmless against any claims, liabilities, damages, losses or expenses resulting from the release of hazardous substances, hazardous wastes or petroleum products on or from the Property or other violations of applicable environmental laws occurring during the term of this Lease. This indemnity shall survive the expiration or termination of this Lease.
8. **MUTUAL WAIVER OF LIABILITY.** Neither Landlord nor Tenant shall be liable for any damage to the property of the other caused by fire or other peril (a) covered by insurance maintained by the other party or (b) usually covered by a special form policy of property insurance, and each party releases the other from all liability for such damage including any subrogation claims of any insurer. This provision shall apply regardless of the negligence of the other party and shall not be limited by the amount of insurance coverage.
9. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or sublet the Property in whole or in part.
10. **DEFAULT.** If Tenant defaults in the payment of rent or in the performance of any of their obligations under this Lease, and if the default is not cured within ten (10) days after written notice to Tenant of the default, Landlord may terminate Tenant's right of possession, in which event Tenant shall immediately surrender the Property to Landlord. If Tenant fails to so surrender the Property, Landlord may, without prejudice to any other remedies, peaceably enter and take possession of the Property. At any time during which Tenant is in default, Landlord may terminate this lease, without obligation to do so. Nothing contained in this Paragraph shall be deemed a limitation upon any remedies available to Landlord at law or in equity.
11. **TENANTS PROPERTY.** All property placed or maintained on the Property shall be at Tenant's sole risk, and Landlord shall not be liable for any loss or damage to such property from any cause whatsoever. In the event of a termination of this Lease, any and all improvements to the property shall remain with the property, with no right of reimbursement to Tenant.
12. **ENTRY AND INSPECTION.** Landlord retains the right to enter and inspect the Property at any time to insure compliance with federal, state and local laws, rules and regulations.

- 13. **SURRENDER.** Upon expiration of this Lease, Tenant shall surrender the Property in as good condition as received, normal wear and tear and damage due to casualty excepted. Any property which Tenant fails to remove prior to the expiration or termination of this Lease shall be deemed abandoned.
- 14. **TERMINATION OF LEASE.** In addition to the Landlord and Tenant rights to terminate this lease at any time, the Landlord and Tenant further agree the interests conveyed herein may not be inherited from a deceased Tenant, nor may the interests transferred pursuant to this lease be conveyed as pursuant to a sale of the adjacent land owned by the Tenant. In both instances, this lease shall terminate.
- 15. **NOTICES.** All notices required or permitted by this Lease shall be in writing and shall be addressed to the parties at their addresses first set forth above, or at such other address as either party may provide by giving written notice to the other. Any notice shall be effective on the earlier of (a) actual receipt, (b) three days after the notice is sent by certified mail, postage prepaid, addressed as set forth above, or (c) one day after the notice is sent by nationally recognized overnight courier service, addressed as set forth above.
- 16. **MISCELLANEOUS.** This Lease is the entire agreement of the parties and supersedes any prior negotiations. This Lease shall be binding upon and inure to the benefit of the parties. No waiver of any provision of this Lease shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Lease shall be severable and the invalidity of one provision shall not affect any others.

SIGNED as of the date first written above.

LANDLORD:
Josh Meyer /s/
 Josh Meyer, President
 Belmont County Commissioners
 TENANT: Buffy Krupa /s/
 Print Name: Buffy Krupa

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE RENEWAL OF ONE-YEAR LEASE AGREEMENT WITH DEPARTMENT OF JOB AND FAMILY SERVICES FOR MARTINS FERRY LOCATION

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Josh Meyer to sign the renewal of the one-year lease agreement with the Belmont County Department of Job and Family Services for the Martins Ferry location located at 302 Walnut Street, effective January 1, 2022, in the amount of \$27,478.00.

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: Nine thousand eight hundred and sixty-one (9,861) square feet of office space in the building known as the **Martins Ferry Satellite Office** and located at **302 Walnut Street, Martins Ferry, Ohio 43935**.

For the term of one (1) year commencing on January 1, 2022 at a total cost of \$27,478.00, payable in eleven (11) monthly installments of \$2,289.83 and one (1) monthly installment of \$2,289.87 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.

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;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. 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;
5. 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 in conjunction with capital costs and insurance, the actual operational costs which represent the Lessee's actual utility payments for electric, gas, water, and sewage directly to the vendor providing said services. In the event of termination of this lease, lessee agrees to pay to the date of termination, resulting in a cash settlement between the parties. Total capital costs and insurance costs are calculated from the annual Maximus Cost Allocation Plan. All utility payments are derived from actual billings from each individual provider.
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 6th day of April, 2022, at St. Clairsville, Ohio.

Josh Meyer /s/
 Josh Meyer, President
 Belmont County Board of Commissioners
 Lessor

Jeffery Felton /s/
 Jeffery Felton, Director
 Belmont County Dept. of Job & Family Services
 Lessee

Approved as to form:

April 6, 2022

David K. Liberati /s/
David K. Liberati
Belmont County Assistant Prosecutor
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SFY 2022 OHIO'S SENIOR FARMERS' MARKET NUTRITION PROGRAM AGREEMENT WITH AREA AGENCY ON AGING REGION 9/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Josh Meyer to sign the SFY 2022 Ohio's Senior Farmers' Market Nutrition Program Agreement with Area Agency on Aging Region 9, Inc., on behalf of Senior Services of Belmont County, effective May 1, 2022 through November 30, 2022, or when all USDA funds are expended, whichever comes first.

SFY 2022
Ohio's Senior Farmers' Market Nutrition Program
Agreement Between Area Agency on Aging Region 9, Inc.
And Distribution Agent

This agreement is entered into for the purpose of participating in the Senior Farmers' Market Nutrition Program (hereafter, "SFMNP") 2022, which provides certain fresh, locally grown foods to eligible participants, and is entered into by and between the **AREA AGENCY ON AGING REGION 9, INC.** (hereafter, "AAA") and **(DISTRIBUTION SITE)** (hereafter, "Distribution Agent").

I. Term of Agreement

This agreement shall be effective **May 1, 2022** or upon signature by all parties, whichever occurs later, and will terminate **November 30, 2022**, or when all USDA funds are expended, whichever occurs first, subject to the terms and conditions contained herein and contained in the current SFMNP Distribution Agents' Manual, which is hereby incorporated by reference in its entirety. This Agreement is made for the purpose of providing reimbursement by the AAA to the Distribution Agent for services rendered by the Distribution Agent to eligible clients in accordance with the terms of this Agreement. Said services, represented in detail attached Budget Summary. This is a trial agreement dependent upon limited unfunded demands on AAA.

I. Representative Capacity and Binding Effect

By signing this agreement below, the Distribution Agent named above represents and warrants to the AAA that this agreement was duly executed by a representative of the Distribution Agent with full and complete authority to enter into this Agreement, and that any requisite agency approval to enter this Agreement was properly obtained. Distribution Agent also represents and warrants to the AAA that this Agreement shall be binding and remain in full force and effect as to any and all of its parent, subsidiary, or affiliated corporations and all of its successors, assignees, shareholders, board members, and corporate officers. Distribution Agent further acknowledges and agrees that the AAA may rely on these representations in entering this agreement.

II. Responsibilities of Distribution Agent

A. Distribution Agent agrees to do all of the following:

1. Have this agreement signed by an authorized representative and returned to the AAA before accepting any applications for the program.
2. Attend a training session on SFMNP current procedures, responsibilities, and provide training and be accountable for the actions of all staff and volunteers who work on the program.
3. The Distribution Agent agrees to satisfy the service needs of older persons with greatest economic and social needs with particular attention to older persons who are low-income, who are low-income minorities, who have limited proficiency in the English language, who reside in rural areas, and who are at risk for institutional placement.

4. Make copies and distribute current SFMNP applications only to eligible participants.
5. Assist applicants in filling out applications as needed.
6. Verify age of participant if there is any doubt that the participant is 60 years of age at the time of application.
7. Enforce the self-declared income eligibility. If the self-declaration or any other area of the application is crossed off, the participant shall not receive coupons.
8. Verify that both the participant and the proxy have signed the application, if a proxy obtains the coupons.
9. Accept only one application per participant for the entire program and direct participants to only go to one distribution site for the receipt of coupons for the duration of the program. The question on the application asking whether the participant signed up at any other distribution sites must be asked of all applicants.
10. Enter participant information into the WellSky database reporting system as outlined in the current SFMNP Distribution Agents' Manual.
11. Receive the predetermined number of coupons each month based on:
 - a. The number of participants at the end of the previous program year at each distribution site;
 - b. The amount of the current SFMNP allocation; and
 - c. The current coupon usage.
12. Count (before distributing any coupons) to verify the total number of coupons on the Monthly Coupon Distribution Log and the total number of coupons received. If there is a discrepancy, contact the AAA immediately.
13. Store coupons in a designated locked storage location.
14. The Distribution Agent is prohibited from using or disclosing any information concerning a consumer for any purpose directly or indirectly associated with the provision of services, unless the provider has documentation of the consumer's consent to do so.
15. Start distributing coupons on the 1st day of distribution and continue until all coupons are distributed or all participants served or as agreed upon by the AAA. Coupons shall be distributed on a first-come, first-served basis; however, waiting lists will be kept should funding become available.
16. Print the participant's name clearly on the Monthly Coupon Distribution Log in column one. Have the participant or proxy sign in column two.
17. When distributing the coupons to approved participants, provide each participant with a brochure explaining the program, a list of participating farmers' markets and roadside stands, and one nutrition education handout for each distribution, if applicable.
18. Submit the completed Coupon Distribution Log on the 5th day of each month.
19. Make a copy of the Coupon Distribution Log and retain it for the Distribution Agent's records.
20. If the Distribution Agent receives invoices from farmers and/or market managers, they will be submitted to AAA9 within one business day.
21. Provide such information as AAA may require, e.g., ethnicity and racial information, for its periodic reports to the Ohio Department of Aging and the United States Department of Agriculture, Food and Nutrition Service.
22. Monitor compliance of farmers and/or market managers, as identified by AAA9.
23. Submit compliance tool to AAA9 the following business day from when the monitoring visit took place.

24. Be financially accountable for any coupons lost or stolen while in the possession, custody, or control of the Distribution Agent or any of its distribution sites.
25. Comply with the nondiscrimination provisions of the Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Department of Agriculture regulation of nondiscrimination (7CFR Parts 15, 15a, and 15b), and any other state or federal laws regarding nondiscrimination.
26. Notify the AAA by certified mail in writing at least 15 days before the voluntary termination of this Agreement. Each party may voluntarily terminate this contract for any reason. If Distribution Agent owes AAA a monetary assessment, or any other money, the Distribution Agent shall pay the total amount due before the effective date of termination.
27. The Distribution Agent will acknowledge the support of the USDA, ODA and AAA, whenever publicizing the work under this grant. The Distribution Agent will include the following short non-discrimination statement, "This institution is an equal opportunity provider" anywhere the SFMNP is mentioned. It must be printed in a type size that is no smaller than the rest of the publication.
28. The Distribution Agent agrees to retain any records relating to the cost, work performed, supporting documentation for payment of work performed, and all deliverables until the latter of:
 - a. Three years after the date the provider receives payment.
 - b. The date on which ODA, the AAA, or a duly authorized law enforcement official concludes monitoring the records and any findings are finally settled.
 - c. The date one which the auditor of the State of Ohio, the inspector general, or a duly authorized law enforcement official concludes an audit of the records and any findings are finally settled.

B. Distribution Agent agrees not to do any of the following:

1. Accept any previous year(s) SFMNP Applications.
2. Alter application form; this is a mandatory form used in all SFMNPs.
3. Accept incomplete or incorrect applications.
4. Submit an application or distribute coupons to anyone who is under 60 years of age at the time the application was submitted.
5. Submit an application from a proxy which is not also signed by the applying senior participant.
6. Hold or reserve any coupons for any participant, except in the case of a properly designated proxy.
7. Staple any informational material to the coupons that covers either the serial number or the bar code on the coupon.
8. Reimburse any farmers and/or market managers

III. Area Agency on Aging Region 9, Inc. Responsibilities

A. AAA agrees to do all of the following:

1. Ensure training is provided to the Distribution Agent as to all required program procedures.
2. Monitor First Year Farmers' Markets and roadside stands for compliance.

3. Monitor all Distribution Agents for compliance and accountability.
4. Randomly verify participants' age, reported income and proxy designations.
5. Provide technical assistance.
6. Fiscal administration of the program.

IV. Termination of Agreement

Neither the AAA nor Distribution Agent has an obligation to renew this Agreement. Either the AAA or Distribution Agent may terminate this Agreement for any reason after notifying the other party by certified mail with a 15-day advance written notice of intent to terminate this Agreement. In addition and notwithstanding the 15-day notice period called for in the preceding sentence, the AAA may immediately terminate this Agreement at any time and without advance notice in the event Distribution Agent does not comply with this Agreement and the current SFMNP Distribution Agents' Manual, or any other applicable federal, state or local civil or criminal laws, including state and federal non-discrimination laws, or in the event federal funds become unavailable.

The AAA may terminate this agreement if the Ohio Department of Aging determines, through the appeals process or through monitoring, that the provider agreement was entered into appropriately.

V. Other Terms and Limitations

- A. This Agreement is not assignable or transferable under any circumstances or for any reason.
- B. By signing this Agreement below, Distribution Agent represents and warrants to the AAA that training has been completed and that the Distribution Agent is fully aware of all requirements for participation in the current year SFMNP, and acknowledges and agrees that the AAA may rely on this representation in entering this Agreement.
- C. This Agreement is not effective until this Agreement has been signed by an authorized representative of the AAA and the Distribution Agent.

VI. Distribution Sites Covered by This Agreement

For the duration of this Agreement, Distribution Agent assumes full and complete responsibility for complying with all of the terms and conditions of this Agreement and the current SFMNP Distribution Agents' Manual, which is hereby incorporated by reference in its entirety.

VII. Executive Order 2019-20D Governing the Expenditure of Public Funds on Offshore Services

Provider agrees to abide by the Executive Order 2019-20D, which is attached. The Executive Order prohibits the use of any funds within the control of an executive agency to purchase services which will be provided outside of the United States. The provider acknowledges that for purposes of the Executive Order, the provider shall perform no services outside of the United States to implement the grant-supported project or program which will be paid for or reimbursed with grant funds or which will be counted as match or cost share specifically required as a condition to disbursement of the grant funds.

WHEREFORE, the parties caused this Agreement to be executed on the date indicated below, and by signing below the signatories represent and warrant to one another that they have full and complete authority to legally bind each respective party to this Agreement.

DocuSign Envelope ID: 51552602-6125-4606-8AB7-9E5913D325F3

Legal Name of Distribution Agent:

Name Josh Meyer
Address 101 West Main St.
St. Clairsville, oh

DocuSigned by:
Josh Meyer 4/7/2022
Signature of Authorized Party Date Signed

Josh Meyer President
Name and Title of Authorized Party (type or print)

Legal Name of Agency:

Area Agency on Aging Region 9, Inc.
710 Wheeling Avenue
Cambridge, OH 43725

DocuSigned by:
James A. Endly 4/7/2022
Signature of Authorized Party Date Signed

James A. Endly CEO
Name and Title of Authorized Party (type or print)

Upon roll call the vote was as follows:

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

Mr. Dutton said this is a terrific program that started in the last couple of years. It provides funds for seniors that apply to use at local farmers' markets in Belmont County.

**STATEMENT AND THE CCAO-WORKERS' COMPENSATION
GROUP RETROSPECTIVE RATING PLAN AGREEMENT FOR 2022 PROGRAM YEAR**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Josh Meyer to sign the Ohio BWC-Employer Statement and the CCAO – Workers' Compensation Group Retrospective Rating Plan Agreement for the 2023 Program Year.
Note: This program allows us to save significantly on workers compensation premiums.

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

THIS AGREEMENT, dated as of April 6, 2022, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and **BELMONT COUNTY** ("Participant"), a political subdivision of the State of Ohio.

Section I: INTRODUCTION

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

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

Section II: NAME

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

Section III: PURPOSE OF GROUP PLAN

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

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

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

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

The Participant represents and warrants as follows:

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

Section V: BASIC OBLIGATIONS OF PARTIES

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

C. CCAOSC shall:

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

D. The Participant shall:

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

Section VI: RATE CONTRIBUTION AND REBATES

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

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

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

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

Section VII: ADMINISTRATIVE SERVICES

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

Each Participant agrees to engage, at its sole expense, a TPA for claims-related matters, the same TPA as CCAOSC has retained as TPA for the Group, and further agrees to remain with said TPA for as long as Participant remains a member of the CCAO Group Retrospective Rating Plan.

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

Section VIII: RISK MANAGEMENT SERVICES

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

employees and to implement the Group’s model safety and claims management program, "The CCAO 10 Step Safety Plan for County Government". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee, including, but not limited to, completing the Claims Management and Safety Expectations Survey and working toward accomplishing all of the Claims Management and Safety Expectations. The costs for these risk management services shall be allocated, billed and paid in the same manner as described in Section VII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant’s sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. A copy of the audit results and safety recommendations shall be provided to the Participant and to CCAOSC. Participant agrees to make a good faith effort to comply with any safety recommendations.

Section IX: GENERAL ADMINISTRATIVE FEES

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

Section X: GROUP EXECUTIVE COMMITTEE

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

The duties of the Group Executive Committee shall be:

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

Section XI: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Retrospective Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2023 and thereafter. CCAOSC may terminate this Agreement upon thirty (30) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Retrospective Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Retrospective Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently July 29, 2022. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Retrospective Rating Plan prior to withdrawal therefrom.

Section XII: APPLICATIONS BY PARTICIPANT

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

Section XIII: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Retrospective Rating Plan. All Group Retrospective Rating Plan funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO’s other programs.

The Participant is solely responsible for any assessments or premiums levied by OBWC against it. Neither the CCAO Group Retrospective Rating Plan nor its TPA shall be liable for any such charges.

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

Section XIV: ANTI-DISCRIMINATION PROVISION

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

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

The Participant hereby acknowledges receipt of the complete Agreement.

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

Date: 3/23/2022 **CCAOS SERVICE CORPORATION**
 By: John Leutz /s/
 John Leutz, CCAO Assistant Director

Date: 4/7/2022 **BELMONT COUNTY**
 By: Josh Meyer /s/
 Signature of Authorized Official

County Name: BELMONT COUNTY
 Address: 101 W MAIN ST
 City, State, Zip: ST CLAIRSVILLE OH 43950
 OBWC Number: 30700001

APPROVED AS TO FORM (if required)

David K. Liberati, Assist PA

Prosecuting Attorney

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE #S3504047 FROM CARDELLO ELECTRIC/DEPARTMENT OF JOB AND FAMILY SERVICES

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Quote #S3504047 from Cardello Electric Supply Co. in the amount of \$2827.56 for LED Lighting at Belmont County Department of Job and Family Services.

Upon roll call the vote was as follows:

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

Mr. Dutton said the facility is about 30 years old and some updates were needed.

IN THE MATTER OF APPROVING PROPOSAL FROM ERB ELECTRIC COMPANY/HEALTH DEPARTMENT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve proposal from ERB Electric Company in the amount of \$2,585.00 to furnish and install new 100-amp rated conductors and control wiring between the generator and transfer switch and work with building staff to identify how many circuits can be moved to the existing 100-amp generator panel at the Belmont County Health Department.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL FROM BREISCH & CROWLEY, LLC/ANNEX III BUILDING

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve proposal from Breisch & Crowley, LLC, in the amount of \$16,406.00, for repairs needed in the Port Authority Director’s office and downstairs restroom in the Annex III building.

Note: This is from water damage that occurred on February 6, 2022.

Upon roll call the vote was as follows:

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

Mr. Dutton said the damage occurred during the ice storm in early February.

9:30 Tri-County Help Center-Cathy Campbell, Executive Director, JaQue Galloway, Program Facilitator and Chelsea Scott, Administrative Compliance Coordinator

Re: Sexual Assault Awareness and Prevention Month Proclamation

Ms. Galloway said the theme this year is “kNOwMore: Your Voice is Power.” This is to remind people across the community how powerful their voice is. Ms. Galloway said sexual assault remains the least reported violent crime. She said during the pandemic they tried virtual meetings, but find in person is more effective. Ms. Scott noted everything is confidential. Mr. Dutton said Tri-County Help Center does amazing work and is a great resource for the community. Ms. Campbell said they are funded through the Mental Health Recovery Board for their behavioral health services and have several grants through the Attorney General’s office, Ohio Crime Victims’ Association, Ohio Criminal Justice Services, Ohio Medicaid, etc.

IN THE MATTER OF ADOPTING PROCLAMATION RECOGNIZING SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH

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

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

WHEREAS, sexual assault affects women, men, and children of all social, racial, religious, ethnic, socioeconomic, and age groups. Taking many forms, sexual violence can include incest, child abuse, commercial sex trafficking, sexual harassment, stalking, and acquaintance, stranger, spousal, and gang rape, and over seventy percent of these crimes are committed by individuals known to the victim; and

WHEREAS, along with the immediate physical and emotional costs of sexual assault, the victims can have such adverse consequences as post-traumatic stress disorder, substance abuse, major depression, homelessness, eating disorders, and suicide, providing that sexual assault survivors suffer from emotional scars long after the physical scars have healed; and

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that rape, sexual assault, and sexual harassment harm our community and impacts everyone; every 73 seconds in America someone is sexually assaulted, and every 9 minutes that victim is a child; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that 1 in 6 boys and 1 in 4 girls will experience a sexual assault before age 18 and young people experience heightened rates of sexual violence, and youth ages 16-19 were 4 times more likely to be victims of rape or sexual assault; and

WHEREAS, statistics show 1 in 5 women and 1 in 67 men will be raped at some point in their lives; and 1 in 3 women and 1 in 6 men will experience some form of sexual assault over lifetime; and

WHEREAS, the estimated lifetime cost of rape victimization is \$3.1 trillion for all rape victims (including lost work, medical costs, criminal justice, and other related expenses); and

WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions and we are calling on new partners and community members to help expand sexual assault prevention efforts and ensure that the next generation fosters attitudes that support and promote healthy relationships, equality for all people, and respect for self and others creating a safer environment for all.

NOW, THEREFORE, BE IT RESOLVED, that we, the members of Belmont County Commissioners, in adopting this Resolution, recognize April 2022 as Sexual Assault Awareness and Prevention Month and urge all residents of Belmont County to take part in appropriate programs and activities in support of this special observance.

Adopted this day the 6th of April, 2022.

BELMONT COUNTY COMMISSIONERS
J. P. Dutton /s/

Jerry Echemann /s/

Upon roll call the vote was as follows:

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

Public Hearing-Road Improvement 1185

Re: Dedication of Otto Road Extension, York Twp.

Present: Andy Hadzima, Drafting Tech II/Engineer’s Department, Ron Graham, York Township Trustee, Jim Morrison and Randy Street, residents of Otto Road. Mr. Hadzima said 1,944’ of road is being dedicated and 40’ of right-of-way. Present at the viewing: Andy Hadzima, Commissioner Josh Meyer, Terry Lively, Belmont County Engineer, Robert Graham and Ron Graham, York Township Trustees, Randy Street and Jim Morrison. Mr. Hadzima said a culvert is needed which York Township will put in. The road ends in a cul-de-sac and York Township has been taking care of it for the past 30-40 years.

**REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06
ROAD IMP #1185**

IN THE MATTER OF THE DEDICATION OF OF OTTO ROAD EXTENSION YORK TOWNSHIP SEC.35, T-4, R-3/ RD IMP 1185

DATE: April 4, 2022,

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated **March 30, 2022** Proceeded on **April 6, 2022** to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should be granted.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement is made, together with the name of each owner, accompany this report and are made a part thereof.

An accurate and detailed description of the proposed improvement describing therein the centerline and right-of-way lines follow:
"See Attached Plat"

Terry Lively /s/

**Terry D. Lively, P.S., P.E.,
COUNTY ENGINEER OF BELMONT CO, OH**

**IN THE MATTER OF THE DEDICATION OF
OTTO ROAD EXTENSION
YORK TWP. SEC. 35, T-4, R-3/RD IMP 1185**

Office of County Commissioners

Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT
ORDERING RECORD, ETC.**

Rd. Imp. #1185

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 6th day of April 2022, in the office of the Commissioners with the following members present:

Mr. Dutton
Mr. Echemann

Mr. Dutton moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered dedicated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

Mr. Echemann seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

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

Adopted the 6th day of April, 2022

RECESS

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Cindy Stock (via phone), HR Administrative Assistant, 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. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Absent

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:27 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:27 a.m.

Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there are two motions to be considered.

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF
MICHAEL KNOX, FULL-TIME RN/JAIL**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the resignation of Michael Knox, full-time Registered Nurse at the Belmont County Jail, effective April 15, 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF
AMY CAIN, ELIGIBILITY/REFERRAL SPECIALIST II/DJFS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the resignation of Amy Cain, Eligibility/Referral Specialist II at Belmont County Department of Job and Family Services, effective April 5, 2022.

Upon roll call the vote was as follows:

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

RECESS

April 6, 2022

Mr. Dutton said there is no further business to be considered.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:44 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 11:44 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 13th day of April, 2022.

Jerry Echemann /s/ _____

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

We, Josh Meyer 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.

Josh Meyer /s/ _____ PRESIDENT

Bonnie Zuzak /s/ _____ CLERK