

St. Clairsville, Ohio

April 27, 2022

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, J. P. Dutton and Jerry Echemann, 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. Meyer, seconded by Mr. Dutton 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 \$1,190,177.87

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the following transfers within fund for the + **S30 OAKVIEW JUVENILE REHABILITATION**

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$14,273.22
E-8010-S030-S58.000 Communications	E-8010-S030-S63.000 General	\$800.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

W80 PROSECUTORS-VICTIM ASSISTANCE AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$4,956.08

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the April 27, 2022, meeting:

A00 GENERAL FUND

E-0051-A001-A51.000	Oil & Gas Commrs	\$43,701.10
E-0057-A006-F08.000	Other Expenses	\$1,615.28
E-0111-A001-E02.002	Salary	\$4,524.92
E-0111-A001-E09.003	PERS	\$431.16

B00 DOG AND KENNEL FUND

E-1600-B000-B11.000	Other Expense	\$9,635.62
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L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L01.002	Salaries	\$15,530.00
E-1810-L001-L13.005	Medicare	\$10,000.00

S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S51.002	Salaries	\$110,166.66
E-8010-S030-S53.000	Medical	\$3,420.00
E-8010-S030-S54.000	Food	\$2,305.32
E-8010-S030-S58.000	Communications	\$10,797.00
E-8010-S030-S59.000	Fuel/Utilities	\$22,805.00
E-8010-S030-S63.000	General	\$5,850.00
E-8010-S030-S66.003	PERS	\$7,597.92
E-8010-S030-S67.004	Workers Comp	\$7,885.12
E-8010-S030-S68.006	Hospitalization	\$54,064.00
E-8010-S030-S69.007	Unemployment Compensation	\$1,970.28
E-8010-S030-S70.005	Medicare	\$1,858.66
E-8010-S030-S71.000	Education/Recreation	\$1,000.00

W80 PROSECUTORS-VICTIM ASSISTANCE

E-1511-W080-P01.002	Salary	\$4,956.08
E-1511-W080-P02.010	Supplies	\$118.00
E-1511-W080-P03.000	Travel	\$36.71
E-1511-W080-P04.000	Other	\$264.00

Y41 INDIGENT APPLICATION FEES

E-9841-Y041-Y01.000	Remit to State	\$80.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF AMENDING THE TRANSFER OF FUNDS FOR

HOSPITALIZATION CHARGEBACKS FOR MARCH & APRIL 2022

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

Transfer From	Transfer To	Amount
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E-1546-S056-S04.001	PROBATION SERVICES GRANT	R-9891-Y091-Y01.500	5,459.25
E-1546-S056-S04.001	PROBATION SERVICES GRANT	R-9891-Y091-Y01.500	-4,188.77
Total amount this transfer			1,270.48

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to request the Belmont County Budget Commission certify the following monies. **B00/DOG AND KENNEL FUND-\$3,400.00** deposited into R-1600-B000-B08.500 on April 25, 2022 (*Donation for fundraiser project*) **B00/UNSPECIFIED DONATIONS-DOG AND KENNEL FUND-\$6,235.62** deposited into R-1600-B000-B08.500 from 07/01/2021-09/30/2021 (*Acknowledged by BOC 10/6/2021*)

GENERAL FUND/ANIMAL SHELTER-\$1,600.00 deposited into R-0057-A006-A01.500 on April 25, 2022 (*Donation for fundraiser project*)

GENERAL FUND/UNSPECIFIED DONATIONS-DOG AND KENNEL FUND-\$15.28 deposited into R-0057-A006-A01.500 from 01/01/2022-03/31/2022 (*Acknowledged by BOC 4/6/2022*)

OIL & GAS RECEIPTS MARCH and APRIL/GENERAL FUND-\$43,701.10 deposited into R-0050-A000-A02.500 on dates below-

03/28/2022	\$153.80
03/28/2022	\$352.88
03/28/2022	\$316.70
03/28/2022	\$8,511.82
03/30/2022	\$4,141.53
04/04/2022	\$154.38
04/04/2022	\$485.27
04/04/2022	\$267.49
04/04/2022	\$1,074.87
04/04/2022	\$2,357.40
04/04/2022	\$24,880.31
04/06/2022	\$650.00
04/06/2022	\$115.31
04/06/2022	\$239.34
TOTAL	\$43,701.10

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to execute payment of Then and Now Certification dated April 27, 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. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS-Lynne Zanke to Columbus, OH, on May 18-19, 2022, to attend the ODJFSDA Director's Training Conference. Estimated expenses: \$659.00.

SSOBC-Maxine Jurovcik to Moundsville, WV, on May 19, 2022, for a senior outing to the Cockayne Farmstead, Grave Creek Mound Museum and the Prima Marina Restaurant. A county vehicle will be used for travel.

TREASURER-Katherine Kelich to Canton, OH, on May 23-26, 2022, to attend the County Treasurer's Association Spring Conference. Estimated cost: \$800.00.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 20, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING KATHERINE BAYNESS, HUMAN RESOURCES ADMINISTRATOR TO ADJUST HOURS WORKED FROM 40 HOURS PER WEEK TO 30 HOURS PER WEEK

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve Katherine Bayness, Human Resources Administrator, to adjust her hours worked from 40 hours per week to 30 hours per week, effective May 2, 2022.

Upon roll call the vote was as follows:

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

Mr. Meyer noted Ms. Bayness will remain a full-time employee. There will be a reduction in her salary.

IN THE MATTER OF ACCEPTING PROPOSAL NUMBER PPA28222

FROM H. E. NEUMANN COMPANY/JUDGE FREGIATO'S OFFICES

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept proposal number PPA28222 from H. E. Neumann Company in the amount of \$8,981.00 for all labor and materials necessary to replace the water source heat pump serving Judge Fregiato's offices.

Upon roll call the vote was as follows:

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

Mr. Meyer said this is to replace a twenty-one year old heat pump.

**IN THE MATTER OF APPROVING THE PURCHASE AGREEMENT
FROM PONZANI LANDSCAPING COMPANY**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the purchase agreement from Ponzani Landscaping Co. in the amount of \$6,560.00 for all labor, equipment and materials for landscape renovations at the Belmont County Courthouse, Annex III building and Heritage Museum.



April 06, 2022

PURCHASE AGREEMENT
Contract No. - 25167 (v. 0)

BELMONT COUNTY COMMISSIONERS
101 WEST MAIN STREET
SAINT CLAIRSVILLE, OH 43950

LANDSCAPE INSTALLATION

Ponzani Landscape Co. will supply all labor, equipment, and listed materials to complete the project. Should additional materials or labor associated with those materials be needed they will be billed at the final billing. Plant substitutions may be required depending upon availability.

NOTE: Due to the rapid changes in material cost we can not guarantee that our material prices will not change from the time of estimate to the time of acceptance. The items that are of greatest concern are landscape lighting, fencing and all pavers and wall materials.

<u>QTY</u>	<u>TYPE</u>	<u>DESCRIPTION</u>
13.12	CU YD	Black Mulch - 2" Deep
9.43	lbs.	Snapshot - IN
56.00	EA	Annual 1203 Flat
24.00	EA	Canna Cannova Bronze Scarlet 4" Pot
2.00	EA	Boxwood WINTERGREEN #7
4.00	EA	Boxwood Winter Gem #3 12-15
2.00	EA	Boxwood Green Mountain 18-24" Pyramidal

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>SALE</u>
Mulching and Flower Installation: Bed Clean Up and Mulch	Clean up all mulch beds associated with county buildings surrounding the courthouse, spade edge, apply pre-emergent herbicide and a 2" layer of hardwood mulch. Prune must shrubs as needed and remove 2 dead/dying Boxwoods at County Offices Building.	\$2,175.00
Mulching and Flower Installation: Annual Flowers In Beds	Installation of annual flowers in beds throughout the general courthouse area. *Additional notes attached for locations.	\$3,225.00

Contract No. - 25167 (v. 0) BELMONT COUNTY COMMISSIONERS. April 06, 2022

Flower Pots and Plant Replacements: Plant Replacements	Install at County Offices Building, as replacements for dead Boxwoods, (2) #5 Winter Green Boxwoods. At the left side of the steps of the Heritage Museum install (2) Green Mountain and (5) Green Gem Boxwoods.	\$1,160.00
Total (Excluding Tax)		\$6,560.00

SALE: \$6,560.00
 SALES TAX: \$0.00
 YOU AGREE TO PAY: \$6,560.00

PAYMENT SCHEDULE

PAYMENT #	PAYMENT NAME	SALE	SALES TAX	TOTAL SALE
1	Price TBD by selection	\$6,560.00	\$0.00	\$6,560.00
Total		\$6,560.00	\$0.00	\$6,560.00

Terms & Conditions

Payment Terms: Payment terms are "Due at Completion" unless noted differently in the Proposal/Contract. A service charge of 1.5% per month, which is an annual percentage rate of 18%, will be added to accounts thirty (30) days after invoice date. There will be a \$35 charge for all returned checks. A convenience fee of 3.5% will apply to all Credit Card Payments.

Additional Provisions. Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract:

- Specifications, Permits and Fees:** The work described in this Proposal/Contract shall be done according to the Lawn Maintenance Plan Specifications, Landscape Plant Maintenance Service Plan Specification, and Optional Services Specifications, as applicable, as set forth in the Exhibit(s) attached hereto and incorporated herein by reference, exempt in the case of conflict when the provisions of this contract shall have control over the specifications set forth in said Exhibit(s). All required permits and fees will be paid for by the Owner and obtained by Contractor. All other charges, taxes, assessments, fees etc., of any kind required by any governmental body, telephone, utility company or the like shall be paid for by the Owner.
- Property Lines.** Owner is responsible to locate and inform Contractor of the location of all property lines. At Contractor's direction, Owner may be required to provide at Owner's expense, a licensed surveyor's map of the property showing property lines.
- Ownership.** Client warrants that all trees, vegetation and property upon which work is to be performed are owned by the Client (owner in this proposal), or that authorization for the work area has been obtained from the rightful property owner. The Client shall be responsible for compensating Ponzani Landscape for any and all damage collected against Ponzani Landscape by any third party demonstrating actual ownership of the trees, vegetation and property upon which the work was performed, regarding damage to or removal of trees or vegetation which the client represents as their own.
- Change Orders.** Should Owner, lender, or any governmental body or inspector require any modifications to the work covered under this Proposal/Contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his usual and customary price for such extra work. All extra work as well as any other modifications to the original Proposal/Contract shall be specified and approved by both parties, in a written change order. All written change orders shall become a part of this Proposal/Contract and shall be incorporated herein.
- Delay.** Contractor shall not be held responsible for any damage occasioned by delays resulting from: work done by Owner's subcontractors, extra work, acts of Owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control.
- Cleanup and Advertising.** Upon completion, Contractor shall leave the properties New Landscape or

Hardscape in a neat, blown clean condition. Owner grants Contractor the right to dispose of clean debris on site if possible. If this is not possible then the Owner agrees that the Contractor may charge Owner a waste disposal fee, in addition to other fees set forth herein to cover the Contractors cost in removing same. Owner further grants Contractor the right to publish the project on a "references" list which may be given to prospective customers. Contractor and it's Marketing/Advertising representatives retains the right to photograph the work they have performed for the purpose of their website and/or marketing materials without remuneration or reimbursement to client.

7. **Unanticipated Conditions & Concealed Damage/Acts of God.** Expense incurred because of unusual or unanticipated conditions shall be paid for by Owner at end of work (conditions such as, but not limited to ground conditions that require fill, or unusually hard soil, rocky soil, wet soils or the presence of ground water). Contractor will inform the owner of unanticipated condition(s) and concealed damage which is discovered during the course of work. Contractor shall not be responsible for any damages caused to the property and irrigation systems or work performed by the Contractor because of the elements, act of God, acts of third parties, including the owner or occupant or any other damages resulting from actions beyond the Contractor's Control, to include acts of vandalism, terrorism or war. Contractor is not responsible to repair any such deterioration or condition and any work done by Contractor to remedy such will only be done as extra work pursuant to a written change order.
 8. **Insurance.** Contractor will maintain comprehensive general liability insurance insuring Contractor's liability for bodily injury, death, and property damage. Contractor will also maintain worker's compensation insurance on its employees, and require its subcontractors to similarly provide said insurance. Proof of insurance will be provided upon Owner request.
 9. **Collection/Legal Fees.** Owner agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should Owner default according to the terms contained herein.
 10. **Entire Agreement.** The Proposal/Contract, and all exhibits and attachments, if any, contains the entire agreement of the parties and shall be binding and apply to heirs, assigns, successors, executors, and administrators of the parties hereto.
 11. **Cancellation.** This agreement may be canceled either before or after commencement of the work by either party by giving thirty (30) days written notice to the other. In the event of such cancellation, Owner agrees to pay any outstanding balance owed to Contractor, and to reimburse Contractor for the cost of all materials purchased and/or ordered specifically for the job. Further Owner agrees to reimburse Contractor for any restocking or return charges incurred by Contractor in returning unused materials to any of Contractor's suppliers or materialmen.
1. **Disputes/Legal Action.** Both the Client and Ponzani Landscape Co. agree to attempt to work out any disputes regarding this agreement through direct negotiation and/or mediation prior to seeking any other available legal remedy.
 2. **Correction of Work.** The Owner will give the Contractor the opportunity to correct any work that is not completed within the Proposal/Contract specifications or are deemed as poor workmanship by both parties.
 3. **Necessity of Signature.** The Proposal/Contract is binding when the Owner's signature(s) are affixed hereto, and the Proposal/Contract is similarly signed by a Ponzani Landscape officer or agent. Electronic signatures are acceptable
 4. **Acknowledgement of Receipt of Proposal/Contract.** Owner agrees that he has read the Proposal/Contract, fully understands its provisions and had been given an exact and fully completed copy of the contract.

X <i>Jeremy Echemann</i> X <i>[Signature]</i> X <i>[Signature]</i>	Date 4-27-22	Kristopher K Serdy Ponzani Landscaping Co.	Date
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Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR ENGINEER'S PROJECT 22-2, CHIP SEAL PROGRAM TO YOUNGBLOOD PAVING, INC.

Motion made by Mr. Meyer, seconded by Mr. Dutton to award the bid for the Belmont County Engineer's Project 22-2, **Chip Seal Program** to Youngblood Paving, Inc., in the amount of \$1,393,229.79, based upon the recommendation of Terry Lively, County Engineer.

Upon roll call the vote was as follows:

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

Mr. Meyer said combining with the townships on this program results in better pricing.

IN THE MATTER OF ADOPTING FINAL RESOLUTION FOR THE ODOT PROJECT BEL-CR 4-23.62/25.79 PID 108716 LANDSLIDE REPAIR PROJECT

Motion made by Mr. Meyer, seconded by Mr. Dutton to adopt the Final Resolution for the Ohio Department of Transportation Project, BEL-CR 4-23.62/25.79 PID 108716, Landslide Repair Project; Estimated LPA share is \$117,700.00 to be paid from the Engineer's MVGT fund.

Note: This project consists of a landslide repair by knee wall and drilled shaft retaining wall along Colerain Pike (CR 4) and knee wall along Glens Run (CR 4), including pavement repair, shoulder repair, guardrail and pavement markings, lying within Belmont County. This project is 80% federally funded, 20% funded by county.

FINAL RESOLUTION

The following Final Resolution enacted by the Board of County Commissioners, County of **Belmont**, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on **9th day of January, 2019**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of landslide repair by gabion basket walls along Pike Street (C.R. 56) at SLM 33.21 and Morgan Hill Road (C.R. 56) at SLM 34.26, including pavement repair and pavement markings, lying within Belmont County; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of **One Hundred Five Thousand Six Hundred and - - - 00/100 Dollars, (\$105,600.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **One Hundred Five Thousand Six Hundred and - 00/100 Dollars, (\$105,600.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **County Engineer** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 27th day of April, 2022, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume 106, at Page N/A, and under date of April 27, 2022.

Legislative Authority of the
Board of County Commissioners
County of **Belmont**, Ohio
Terry Lively /s/
County Engineer
Bonnie Zuzak /s/
Clerk (Secretary Ex-Officio)

CONTRACT

(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of County Commissioners, County of **Belmont**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of landslide repair by gabion basket walls along Pike Street (C.R. 56) at SLM 33.21 and Morgan Hill Road (C.R. 56) at SLM 34.26, including pavement repair and pavement markings, lying within Belmont County.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **One Hundred Five Thousand Six Hundred and - - - 00/100 Dollars, (\$105,600.00)**.
5. **The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities

have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.

- B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
- C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116;
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
 - E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
 - F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows

Board of County Commissioners	Ohio Department of Transportation
County of Belmont	Office of Contract Sales & Estimating
101 West Main Street	1980 West Broad Street, 1st Floor
St. Clairsville, Ohio	Columbus, Ohio 43223

43950

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

- 6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Facsimile Signatures: Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

OHIO DEPARTMENT OF TRANSPORTATION

Director of Transportation

SEAL
(If Applicable)
LOCAL PUBLIC AGENCY
Board of County Commissioners
County of **Belmont**
Terry Lively /s/
County Engineer
Jerry Echemann /s/
County Commissioner
Josh Meyer /s/
County Commissioner
J. P. Dutton /s/
County Commissioner
4-27-2022

Date
APPROVED AS TO FORM:
David K. Liberati /s/
PROSECUTING ATTORNEY

Approved:
Dave Yost
Attorney General of Ohio
By: _____
Corinna Efke
Unit Coordinator, Transportation
Executive Agencies Section

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AGREEMENT, ON BEHALF OF BELMONT COUNTY SHERIFF, WITH THE VILLAGE OF MORRISTOWN

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into an agreement, on behalf of the Belmont County Sheriff, with the Village of Morristown for the purpose of providing police services to said village for a term of eight months from May 1, 2022 through December 31, 2022 for the monthly sum of six hundred dollars (\$600.00) to be paid by the Village of Morristown to the Sheriff's Department.

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of April, 2022, by and between the Village of Morristown, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio and David M. Lucas, Sheriff of Belmont County, Ohio pursuant to Section 311.29, Ohio Revised Code.

WITNESSETH:

SECTION 1. In consideration of the sum of Four Thousand Two-Hundred Dollars (\$4,200.00), to be paid by the Village of Morristown to the Sheriff in seven (7) installments of \$600.00 by the 20th of each calendar month of this Agreement, the Sheriff agrees to perform any police functions, exercise any police power, or render any police service which the Village may perform, exercise or render, which shall consist of a deputy patrolling the Village of Morristown on a part-time basis (20 hours per month), during which time the Deputy shall be acting within the scope of his employment with the Belmont County Sheriff's Office.

SECTION 2. The Sheriff will provide the necessary motor vehicle for said Deputy, and the necessary equipment and supplies to be used by said deputy in the performance of this contract. The Sheriff will be responsible for all gasoline expenses, repairs and maintenance charges incurred with respect to said motor vehicle.

SECTION 3. The Deputy assigned by the Sheriff to the Village on the part-time basis set forth above will be covered by Workers' Compensation insurance maintained by the Belmont County Sheriff's Office. The Deputy assigned to the Village of Morristown by the Sheriff shall be acceptable to the Village.

SECTION 4. The Sheriff will further maintain public liability insurance coverage on the deputy assigned to the Village during the term of the contract.

SECTION 5. The contract shall be for a term of seven (7) months, from May 1, 2022 until December 31, 2022.

SECTION 6. The Sheriff of Belmont County has the option of providing a police facility in the Village of Morristown, and space to be provided at no cost to the County.

SECTION 7. The Sheriff's Deputy assigned to police service for the Village of Morristown will meet with the Mayor or the Mayor's designee on a weekly basis to discuss any ongoing issues or concerns of either party.

IN CONSIDERATION THEREOF, the parties have hereunto set their hands to duplicates hereof the day and year first above written.

APPROVED:

THE VILLAGE OF MORRISTOWN, OHIO

Heather Stitt, Mayor

Cheryl Borkoski, Clerk-Treasurer

BELMONT COUNTY COMMISSIONERS

Josh Meyer /s/

Josh Meyer, President

J. P. Dutton /s/

J. P. Dutton, Vice President

Jerry Echemann /s/

Jerry Echemann

APPROVED AS TO FORM:

Adam L. Myser, Solicitor
Village of Morristown

David M. Lucas
Belmont County Sheriff

Cindi Henry /s/

Cindi Henry

Belmont County Auditor

APPROVED AS TO FORM:

David K. Liberati /s/

David K. Liberati, Belmont County
Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE DONATION OF A 1997 FORD AMBLANCE FROM SUNSET HEIGHTS VOLUNTEER FIRE DEPARTMENT TO BE USED BY BELMONT COUNTY SHERRIF'S DEPARTMENT

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the donation of a 1997 Ford Ambulance, VIN#1FDLE40F0VHB50348, from Sunset Heights Volunteer Fire Department to be used by the Belmont County Sheriff's Department.

Note: The Sheriff's Department will be converting the vehicle to use as a command post.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A VENDOR AGREEMENT WITH ATTORNEY THOMAS RYNCARZ, ON BEHALF OF BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into a Vendor Agreement with Attorney Thomas Ryncarz, on behalf of Belmont County Department of Job & Family Services, for the provision of Adult Protective Services-Legal Services effective May 1, 2022 through April 30, 2023 in the maximum amount of \$10,500.00.

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

This agreement to provide **Adult Protective Services – Legal Services** is entered into on this **1st day of May, 2022** by and between the Belmont County Department of Job and Family Services, hereinafter referred to as the **“Department”** and **Attorney Thomas Ryncarz**, a provider of **Legal Services**, hereinafter referred to as the **“Provider.”** This agreement will be effective from **May 1, 2022** through **April 30, 2023** inclusive, unless otherwise terminated.

I. GENERAL REGULATIONS

- A. The Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon the written consent of the recipients or guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services, the Belmont County Board of Commissioners and the Ohio Department of Job and Family Services against all liability, loss, damage and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event the Provider receives an overpayment, the Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing the delivery of the service including provision of insurance.
- I. Eligibility for Services: The Belmont County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

II. PAYMENT PROCEDURES

- A. The Belmont County Department of Job and Family Services agrees to pay the Provider **\$150.00** per hour for **70** unit hours of service.
- B. The maximum amount billable under this agreement is **\$10,500.00**.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state and federal matching funds.
- D. The Provider understands that a recipient for whom services are provided may be referred by the Belmont County Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days after receipt of the invoice.
- F. Duplicate Billing: The Provider warrants that claims made to the Belmont County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement. This agreement signed on the 27th day of April, 2022.

Jeffery L. Felton /s/
 Jeffery L. Felton, Director
 Belmont County Department of Job and Family Services
 310 Fox-Shannon Place
 St. Clairsville OH 43950
 (740)695-1075

4/25/22
 Date

Thomas Ryncarz /s/
 Thomas Ryncarz, Provider
 3713 Central Avenue
 Shadyside OH 43947
 (740)671-9300

4/15/2022
 Date

J. P. Dutton /s/
 J. P. Dutton
 Belmont County Board of Commissioners

4/27/22
 Date

Jerry Echemann /s/
 Jerry Echemann
 Belmont County Board of Commissioners

4-27-22
 Date

Josh Meyer /s/
 Josh Meyer
 Belmont County Board of Commissioners

4/27/22
 Date

Approved as to form:

David K. Liberati /s/ Assist PA

4-26-22

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND HARMONY HOUSE, FOR SFY 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the agreement between the Belmont County Department of Job & Family Services and Harmony House, for State Fiscal Year 2022, in the amount of \$50,000.00, for the provision of a Children’s Advocacy Center.

**Belmont County Department of Job and Family Services
Children Services Division
Agreement with Harmony House**

The Belmont County Department of Job and Family Services supports the operation of Harmony House, a children’s advocacy center, with offices at 66850 Pogue Road, St. Clairsville, Ohio 43950 and 905 National Road, 3rd Floor, Wheeling, West Virginia 26003.

The Belmont County Department of Job and Family Services agrees to provide \$50,000 for State Fiscal Year 2023 to support the care, protection, and placement of abused, neglected, and dependent children. These funds are intended to underwrite part of the costs associated with the child advocacy services and operations of Harmony House. These costs include those associated with the day-to-day expenses of operating Harmony House for the specialized care of abused children.

Mark Garrett /s/ 4-14-2022
Mark Garrett, President Date

Jeffery L. Felton /s/ 4-14-2022
Jeffery L. Felton, Director Date

Josh Meyer /s/ 4/27/22
Josh Meyer, President Date

J. P. Dutton /s/ 4/27/22
J. P. Dutton, Commissioner Date

Jerry Echemann /s/ 4/27/22
Jerry Echemann, Commissioner Date

Jerry Echemann /s/ 4/27/22
Jerry Echemann, Commissioner Date

Jerry Echemann /s/ 4/27/22
Jerry Echemann, Commissioner Date

Jerry Echemann /s/ 4/27/22
Jerry Echemann, Commissioner Date

David K. Liberati /s/ Assist PA 4-26-22
Belmont County Prosecutor Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE OHIO DEPARTMENT OF YOUTH SERVICES SUBSIDY GRANT-JUVENILE COURT FUNDING APPLICATION UPDATE

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Josh Meyer to sign the Ohio Department of Youth Services Subsidy Grant-Juvenile Court Funding Application Update on behalf of Belmont County Juvenile Court for Fiscal Year 2023.

Note: This grant covers program costs for C-CAP Program.

Upon roll call the vote was as follows:

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

RECESS

Barnesville, St. Clairsville and Union Local High School Cheerleaders

Re: Resolution Honoring Cheerleaders

Present: Coaches and Cheerleaders from Barnesville, St. Clairsville and Union Local Schools

IN THE MATTER OF ADOPTING RESOLUTIONS HONORING THE BARNESVILLE, ST. CLAIRSVILLE AND UNION LOCAL CHEERLEADERS

Motion made by Mr. Meyer, seconded by Mr. Dutton to adopt the resolutions honoring the Barnesville, St. Clairsville and Union Local High School Cheerleaders.

**RESOLUTION
HONORING THE BARNESVILLE
SHAMROCKS
HIGH SCHOOL
CHEERLEADERS**

WHEREAS, the Barnesville High School Cheerleading Squad is the school spirit leader for the athletic teams, students, parents and fans; and

WHEREAS, the Cheerleading Squad is led by first year Head Coach Abby McClelland; and

WHEREAS, the Barnesville Cheerleading Squad, through their hard work, commitment and perseverance, was named the OVAC 3A Champions for the first time in twenty-six years, only the second time in school history; and

WHEREAS, the squad, was recognized as the champion in Division V Non-Building and this is their first OASSA championship in school history; and

WHEREAS, the squad also was named best in the State Division IV non-building champions for the second year in a row which is a testament to their dedication and many hours of practice.

NOW, THEREFORE, BE IT RESOLVED, that the Belmont County Commissioners, on behalf of all county residents, do hereby honor the Barnesville Cheerleading Squad and Coach Abby McClelland, for the level of success achieved and congratulates them on their outstanding performance and fine representation of Belmont County.

Adopted this 27th day of April, 2022.

BELMONT COUNTY COMMISSIONERS
J. P. Dutton /s/
Jerry Echemann /s/
Josh Meyer /s/

**RESOLUTION
HONORING THE ST. CLAIRSVILLE**

**HIGH SCHOOL "RED DEVILS"
CHEERLEADERS**

WHEREAS, the St. Clairsville High School "Red Devils" Cheerleading Squad is the school spirit leader for the athletic teams, students, parents and fans; and

WHEREAS, the Cheerleading Squad receives superb instruction and steadfast motivation from 20-year head coach Shawn Tomlan along with Cathy Wolfe and Jamie Koehler; and

WHEREAS, the Red Devils Cheerleading Squad, through their hard work, commitment and perseverance, has won 14 consecutive OVAC cheering championship 4-A titles; and

WHEREAS, the squad has won 10 straight state titles and won the first ever OHSAA Game Day Division IV State Championship; and

WHEREAS, the squad has participated and won numerous titles and the respect of many within the sport and the various accomplishments of this outstanding group of young women is a testament to their dedication and many hours of practice.

NOW, THEREFORE, BE IT RESOLVED, that the Belmont County Commissioners, on behalf of all county residents, do hereby honor the "Red Devils" Cheerleading Squad and Coaches Shawn Tomlan Cathy Wolfe and Jamie Koehler, for the level of success achieved and congratulates them on their outstanding performance and fine representation of Belmont County.

Adopted this 27th day of April, 2022.

BELMONT COUNTY COMMISSIONERS

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

**RESOLUTION
HONORING THE UNION LOCAL
DISTRICT COMPETITION
CHEER TEAM**

WHEREAS, the Union Local District Competition Cheer Team is the school spirit leader for the athletic teams, students, parents and fans; and

WHEREAS, the Cheer Team receives superb instruction and steadfast motivation from Coaches Amy Latham and Mady Brown; and

WHEREAS, the Cheer Team, through their hard work, commitment and perseverance, was recognized as the champion in Division IV Non-Building; and

WHEREAS, this is their 2nd OASSA championship in the last three years; and

WHEREAS, the squad has participated and won numerous titles and the respect of many within the sport and the various accomplishments of this outstanding group of young women is a testament to their dedication and many hours of practice.

NOW, THEREFORE, BE IT RESOLVED, that the Belmont County Commissioners, on behalf of all county residents, do hereby honor the Union Local Competition Cheer Team and Coaches Amy Latham and Mady Brown, for the level of success achieved and congratulates them on their outstanding performance and fine representation of Belmont County.

Adopted this 27th day of April, 2022.

BELMONT COUNTY COMMISSIONERS

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

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:16 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Jeff Felton, DJFS Director and Lori O'Grady, HR Manager, 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. Meyer Yes
Mr. Dutton Yes
Mr. Echemann Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:47 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 10:47 a.m.

Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there are no motions to be considered at this time.

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Cindy Stock, 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. Meyer Yes
Mr. Dutton Yes
Mr. Echemann Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:43 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 11:43 a.m.

Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there is one motion for the board to consider.

**IN THE MATTER OF HIRING NICKOLAS SCHRAMM
AS A SEASONAL EMPLOYEE/RECORDS AND ARCHIVES**

Motion made by Mr. Meyer, seconded by Mr. Dutton to hire Nickolas Schramm as a Seasonal Employee at the Belmont County Records and Archives, effective May 2, 2022 at the pay scale one, minimum step.

Upon roll call the vote was as follows:

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

Reconvened at 1:01 p.m. with Commissioners Meyer and Dutton present with no further business for the board to consider.

April 27, 2022

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:01 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 1:01 p.m.

April 27, 2022

Upon roll call the vote was as follows:

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

Read, approved and signed this 4th day of May, 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