

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Josh Meyer, 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. 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 \$3,787,876.61

Upon roll call the vote was as follows:

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

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:

J00 REAL ESTATE ASSESSMENT FUND/AUDITOR

FROM	TO	AMOUNT
E-1310-J000-J06.000 Other Expenses	E-1310-J000-J07.008 Hospitalization/Fringes	\$90,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salary	\$180,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S53.000 Medical	\$3,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S54.000 Food	\$2,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S55.010 Supplies	\$1,200.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S58.000 Communications	\$12,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S59.000 Fuel/Utilities	\$19,500.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance	\$5,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S63.000 General	\$6,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S66.003 PERS	\$30,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S67.004 Workers Comp	\$8,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S68.006 Hospitalization	\$46,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S69.007 Unemployment	\$2,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.005 Medicare	\$3,000.000
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S71.000 Ed/Recreation	\$24.83

Upon roll call the vote was as follows:

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

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:

A00 GENERAL FUND AND S73 MULTI COUNTY PROBATION SERVICE

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1572-S073-S05.574 Transfers In	\$430,841.08

C55 MEDIATION FUND/PROBATE COURT AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1654-C055-C02.000 Other Expenses	R-0040-A000-A47.574 Transfers In	\$10,000.00

Upon roll call the vote was as follows:

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

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 following dates:

****JANUARY 10, 2023****

GENERAL FUND

E-0059-A009-A00.002	Salary	\$20,552.00
E-0059-A009-A01.003	PERS	\$2,466.24
E-0059-A009-A07.010	Supplies	\$1,059.62
E-0257-A015-A15.074	Transfers Out	\$430,841.08

****JANUARY 18, 2023****

GENERAL FUND

E-0131-A006-A04.002	Salaries-Road	\$1,000.00
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E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$20.00
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L01 SOIL CONSERVATION/BSWCD

E-1810-L001-L01.002	Salaries	\$15,121.00
E-1810-L001-L05.011	Contract Services	\$10,000.00

N03 FEMA PROJECTS/ENGINEER

E-9003-N003-N04.055	Contract Services-Construction	\$114,528.15
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S55 TARGETED COMM. ALTERNATIVE TO PRISON GRANT (TCAP)/ADULT PROBATION

E-1545-S055-S01.000	Grant Expenses	\$205,164.00
E-1545-S055-S02.002	Salary/Fringes	\$75,000.00

E-1545-S055-S03.000	County Court Grant Expenses	\$25,000.00
<u>S56 PROBATION SERVICES GRANT/ADULT PROBATION</u>		
E-1546-S056-S04.001	Salary/Fringes	\$150,000.00
<u>W98 CEBCO WELLNESS GRANT</u>		
E-1498-W098-W19.000	2023 Expenses	\$21,160.00
<u>Y41 INDIGENT APPLICATION FEES/AUDITOR</u>		
E-9841-Y041-Y01.000	Remit to State	\$295.00
E-9841-Y041-Y02.000	Remit to County	\$1,180.00
<u>Y42 INDIGENT CLIENT RECOUPMENT FEES/AUDITOR</u>		
E-9842-Y042-Y01.000	Remit to State	\$300.00

Upon roll call the vote was as follows:

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

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 January 18, 2023, 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	Yes

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:

HR DEPARTMENT-Katie Bayness to Lewis Center, OH, on February 6, 2023, to attend the OHPELRA'S Annual Training Conference. A county vehicle will be used for travel. Estimated expenses: \$200.00.

SSOBC-Senior Centers of Belmont County to Wheeling, WV, on all Tuesday and Thursdays in the month of February 2023, to the Howard Long Wellness Center to participate in the Silver Sneakers Program. Melissa Finney to Wheeling, WV, on February 3, 2023, for a senior outing to Oglebay Park and Perkins Restaurant. Chuck Davis to Wheeling, WV, on February 7, 2023, for a senior outing to TJ's Sports Garden.

Maxine Jurovcik to Cadiz, OH, on February 9, 2023, for a senior outing to the Puskarich Library and Coal Museum. Tish Kinney to Woodsfield, OH, on February 14, 2023, for a senior outing to Westwood Place. Kay Driscoll to Moundsville, WV, on February 16, 2023, for a senior outing to Burkes Outlet, Lucky Duck and the Prima Marina Restaurant. Dorothy Burkhart to Dennison, OH, on February 17, 2023, for a senior outing to the Dennison Railroad Depot Museum.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING MINUTES OF BOARD OF COMMISSIONERS ANNUAL REORGANIZATION MEETING AND REGULAR MEETING

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners Annual Reorganization meeting of January 9, 2023 and regular meeting of January 11, 2023.

Upon roll call the vote was as follows:

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

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 \$21,668.26 in unspecified donations to the Belmont County Dog and Kennel Fund for the fourth quarter of 2022, as follows: \$1,155.01 for October, \$16,504.20 for November and \$4,009.05 for December.

Upon roll call the vote was as follows:

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

Mr. Dutton said they greatly appreciate the donations and put them to good use.

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 \$201.65 in unspecified donations to the Animal Shelter (General Fund) for the fourth quarter of 2022, as follows: \$192.70 for October and \$8.95 for November.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH POPA CONSULTING LLC/ENGINEER

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract with Popa Consulting LLC, in a lump sum compensation not to exceed \$27,500.00 for the 2023 full bridge inspection program for Belmont County, based upon the recommendation of Terry Lively, Belmont County Engineer.

Note: This will be paid for from the Engineer's MVGT funds.

AGREEMENT

This agreement entered into at St. Clairsville, Ohio, this 18th day of, January, 2023, by and between the County of Belmont, acting by and through the Board of County Commissioners, hereinafter referred to as the County and Popa Consulting LLC, duly licensed and

existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Consultant with an office located at 5630 Bonnie Lou Drive, New Franklin, Ohio 44319, WITNESSETH:

That the County and the Consultant for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to provide a full bridge inspection program for Belmont County in 2023 including:

1. Physical inspection of approximately 275 structures assigned by the County Engineer. Inspections shall be performed by a professional Engineer who has completed the ODOT Comprehensive Bridge Inspector's Training Seminar.
2. Enter all the inspection data into the ODOT Assetwise Management System (AWAR). No paper inspections forms will be submitted.
3. Review and revision of inventory information where required due to repairs or rehabilitation.
4. Load rating calculations to structures where the general appraisal decreases to a poor condition rating.
5. Immediate notification of the County Engineer where rapid deterioration or dangerous conditions exist so that necessary action can be taken.
6. Provide photographs for all structures for the county files.

CLAUSE II - WORK SCHEDULE

The consultant agrees to begin immediately upon authorization to proceed. The work will be completed by the end of 2023.

CLAUSE III - PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the work specified in the Agreement as follows:

Compensation based upon the work performed in accordance with the hourly rate schedule of the Popa Consulting LLC, Standard Contract, 2023, with a lump sum compensation that shall not exceed Twenty Seven Thousand Five Hundred Dollars, \$27,500.00.

Prime compensations, only as agreed and by letter authorization from the county may be added to or subtracted.

Partial payments based upon percentage of work completed, will be invoiced by the Consultant monthly.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in duplicate, as of the day and year first above written, by affixing the signature of a duly authorized officer of the consultant and the signature of the County Engineer.

POPA CONSULTING, LLC

Witness: 

By: 
Title: Principal

BELMONT COUNTY ENGINEER

Witness: Bonnie Zuzak /s/

By: Terry Lively /s/

BELMONT COUNTY COMMISSIONERS

Witness: Bonnie Zuzak /s/

By: Jerry Echemann /s/

J. P. Dutton /s/

Josh Meyer /s/

BELMONT COUNTY PROSECUTOR

Approved as to form

By: David K. Liberati /s/ Assist P.A.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING TO SUBMIT THE 2023

SERC (STATE EMERGENCY RESPONSE COMMISSION) GRANT APPLICATION

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commissioner Josh Meyer to sign and submit the 2023 SERC (State Emergency Response Commission) grant application on behalf of the Belmont County L.E.P.C. (Local Emergency Planning Committee).

Note: The total L.E.P.C. Planning budget request is \$103,500. The L.E.P.C. will be using the grant funds to train responders, do community outreach and purchase equipment to assist with hazardous substances response.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PROPOSAL FROM

VAUGHN, COAST AND VAUGHN, INC/WATER & SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the proposal for engineering services with Vaughn, Coast and Vaughn, Inc., in the lump sum fee of \$25,000 for the evaluation of the Exit 208 Lift Station and West End Force Main, based upon the recommendation of Kelly Porter, Water and Sewer District Director.

Upon roll call the vote was as follows:

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

Mr. Dutton said they met with Water and Sewer District Director Kelly Porter recently about the county sewer system west of St. Clairsville. The Morristown area is being evaluated to see if they would be able to service new customers if needed.

IN THE MATTER OF AWARDING BID FOR BELMONT COUNTY

WATER AND SEWER DISTRICT-BERRY, ORRISON AND CORBETT

WATER STORAGE TANKS RECOATING PROJECT

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid and sign the Notice of Award for the Belmont County Water and Sewer District-Berry, Orrison and Corbett Water Storage Tanks Recoating project to the low bidder, Worldwide Industries, Corp. in the amount of \$570,012.00, based upon the recommendation of Jeff Vaughn, Project Engineer.

Note: Engineer's estimate: \$600,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN
SMITH TOWNSHIP TRUSTEES AND BELMONT COUNTY COMMISSIONERS,
DBA SENIOR SERVICES OF BELMONT COUNTY/CENTERVILLE SENIOR CENTER**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the lease agreement between Smith Township Trustees and Belmont County Commissioners, dba Senior Services of Belmont County, in the monthly amount of \$1,000.00, effective February 1, 2023 through January 31, 2024; with option to renew for one additional year, based upon the recommendation of Executive Director Lisa Kazmirski.

Note: The building located at 46642 Main Street, Jacobsburg, OH, will be used as the Centerville Senior Center.

LEASE AGREEMENT

THE PARTIES. This Lease Agreement, agreed on January 18, 2023, is between:

The **LESSOR** is a government entity known as Smith Township Trustees with a mailing address of 46642 Main Street (Centerville), Jacobsburg, Ohio, hereinafter referred to as the "Lessor."

AND

The **LESSEE** is a government entity known as the Belmont County Commissioners dba Senior Services of Belmont County (SSOBC) with a mailing address of 67650 Oakview Drive, Saint Clairsville, Ohio 43950, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES: The Lessor agrees to lease to the Lessee the designated space within the Smith Township Building (former Centerville School) for the Centerville Senior Center, and, other areas/rooms within the facility as needed by the Senior Center

USE OF LEASED PREMISES: The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws to function as a Senior Center. Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE: The Lessee shall hold exclusive rights of the designated space at the premises. The Lessor shall hold the rights to lease other areas of the Property in which the premises is located to any same or like use as the Lessee.

TERM OF LEASE: This Lease shall commence on February 1, 2023 and expire at midnight on January 31, 2024 (Initial Term).

RENT AMOUNT: Payment shall be made by the Lessee to the Lessor in the amount of \$1,000.00 per month for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT: The Rent shall be paid under the following instructions: Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the first day of every month. Rent shall be paid by the Lessee to the Lessor's aforementioned mailing address.

RETURNED CHECKS (NSF): If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$30.00 in addition to any late fee.

OPTION TO RENEW: The Lessee shall have the right to renew this Agreement under the following conditions: Lessee shall have the right to renew this Lease Agreement by giving written notice to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 1 renewal period which will continue to abide by same covenants, conditions and provisions as provided in this Lease Agreement.

RENEWAL PERIODS: The first renewal period shall begin on February 1, 2024, and end on January 31, 2025 with the Rent to be paid on a monthly basis.

EXPENSES: In accordance with a Gross Lease the responsibility of expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that the above-mentioned Rent is the entirety of the payment due per month by the Lessee to Lessor. The Lessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Lessee's personal property), liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as the heating, plumbing, and electrical, and shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth. The Lessee will maintain, at their expense, personal property insurance, liability insurance, and casualty insurance insuring the leased Premises against loss by fire and negligence.

UTILITIES: The Lessor shall be responsible for utilities on the Premises. Lessee shall be responsible for any internet or phone service required of their operation.

SECURITY DEPOSIT: A security deposit shall not be required in advance upon the signing of the Lease.

FURNISHINGS: The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING: Parking shall be provided to the Lessee in a shared manner provided on the Premises. There is no set number of parking spaces provided to the Lessee. There shall be no fee charged to the Lessee for the use of Parking Space(s).

LEASEHOLD IMPROVEMENTS: The Lessee agrees that no leasehold improvements, alterations, or changes of any nature (except for those listed in the attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state, and local codes, ordinances, or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstances shall the Lessee be construed to be the agent, employee, or representative of the Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and takes steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay the Lessor for all expenses related to the lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS: A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE: The Lessor and Lessee shall have shared responsibilities of the repairs and maintenance on the Premises. The Lessee shall have the following responsibilities: General housekeeping of space and shared restrooms as required.

SALE OF PROPERTY: In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 90 days prior to completion of sale.

HVAC MAINTENANCE: Lessor will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilation and air conditioning equipment located on the Premises, hereinafter referred to the "HVAC System." In addition, the Lessor shall be responsible for all costs associated with the everyday upkeep and maintenance of said HVAC System.

COMMON AREAS: The Lessor shall be responsible for any costs related to the maintenance and upkeep of the common areas which is defined as spaced used by more than one (1) of the Lessees on the Property. Common areas, include but are not limited to entryways, bathrooms, meeting rooms, gym, and any other space on the Property share by the Lessees or co-tenants.

INSURANCE: In the event Lessee fails to obtain insurance required as described in "Expenses" section of this document, Lessor may obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT: The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said lease Premises or any part thereof.

DAMAGE TO LEASED PREMISES: In the event the building housing the leased Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace, or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall not knowingly commit or permit to be committed any act of thing contrary to the rules and regulations prescribed from time to time by any federal, state, or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state, or local authority.

HAZARDOUS MATERIALS LAW: Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, order, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, and other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION: In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT: The Lessee may send written notice to the Lessor stating duties and obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 60 days from receiving such notice, unless the Lessor need more time to cure or remedy such issue in accordance with standard industry protocol, then the lessor shall be in default of this lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

BANKRUPTCY – INSOLVENCY: The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of the a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the lease Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT: Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale of assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for foreclosure of, or in the event of exercise of power of sale under and mortgage made by Lessor covering the Premises, attorn to the purchaser the recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE: Lessee shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules, or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other Lessees of the building.

SIGNAGE: Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS: Pets shall be allowed on the Premises with the following restrictions: at the discretion of the Lessor. The Lessee shall be fully responsible for damage cause by any such pet on the Premises.

CONDITION OF PREMISES/INSPECTION BY LESSEE: The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with it signature to this Lease that the Premises are in good condition and comply in all respects with the requirements of this lease. The Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICAN WITH DISABILITIES ACT: Per 42 US Code 12183 if the Lessee is using the Premises as a public accommodation (e.g., restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with ADA any modifications or construction will be the responsibility of the Lessor.

RIGHT OF ENTRY: It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or its equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance, or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE: Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute acknowledge, and deliver to Lessor, and/or to any other person, firm, or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying such default.

HOLDOVER PERIOD: Should the Lessee remain in possession of the Premises after the cancellation, expiration, or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER: Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAWS: This Lease shall be governed by the laws of the State of Ohio.

NOTICES: Notices shall be address to the following:

Lessee: Belmont County Commissioners, dba Senior Services of Belmont County, 67650 Oakview Drive, Saint Clairsville, Ohio 43950

Lessor: Smith Township Trustees, 46642 Main Street (Centerville), Jacobsburg, Ohio 43933.

ADDITIONAL TERMS AND CONDITIONS: Lessee shall access to shared spaces.

AMENDMENT(S): No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY: If any term or provision of this Lease Agreement is illegal, invalid, or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT: This Lease and any amendments thereto shall be binding upon the Lessor and the Lessee and/or their respective successors, heirs, assigns, executors, and administrators.

LESSOR SIGNATURE:

Ronald W. Duvall /s/ _____ Date 1-11-2023

Smith Township Trustee _____ Date 1-11-23

Michael B. Delaney /s/ _____ Date 1-11-23

Smith Township Trustee _____ Date 1-11-23

James McGarry II /s/ _____ Date 1-11-23

Smith Township Trustee _____ Date 1-11-23

LESSEE SIGNATURE:

J. P. Dutton /s/ _____ Date 1/18/23

Belmont County Commissioners _____ Date

dba Senior Services of Belmont County

Board President

APPROVED AS TO FORM:

David K. Liberati /s/ Assist PA _____

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Kenneth Mayhugh, Cherry Lane, Shadyside, voiced his concerns that a waterline in his area contains asbestos. He said Kelly Porter, Water and Sewer District Director, said as long as it is not disturbed it is not dangerous. Mr. Mayhugh said there have been waterline breaks in the past. Mr. Dutton said there are a lot of EPA regulations the county has to follow. The board will follow up with Mr. Porter.

Ron Graham, York Township Trustee, inquired about a slip on Little Captina Creek Road that he had discussed with the Commissioners previously. He said the cost to fix the slip was \$150,000, but it has grown from 50 feet to 100 feet so the cost is probably closer to \$250,000. Mr. Graham said they are a small township with a small budget. They can not get any FEMA funding to cover the repair. He feels when the water department repaired the water break the temporary line was put in a poor location and that made the slip worse and it is getting worse by the day. Mr. Dutton said, "It's a tough situation, obviously. It's a difficult situation the water department was working under. The weather wasn't really convenient, and the timing wasn't really that convenient because it was the Thanksgiving holiday and they had customers who were wondering whether they would be restored. They weren't doing anything out of malice, they weren't trying to cause an issue. There is some concern about that area having a history of some movement there, some slipping. Obviously the break could have had a contributing factor to that, but also we're not so sure it was the sole reason." Mr. Graham feels there is some liability on the water department and asked if at least one of the Commissioners would look at the area. Mr. Dutton said they will try to get more final answers from Mr. Porter. Mr. Graham added they have significant truck traffic on the road due to a pipe line being put in. Mr. Dutton suggested reducing large size loads. Mr. Graham said it is the only route for the pipeline construction, the only thing they can do is restrict the road to one lane.

RECESS

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Assistant Prosecutor Dave Liberati, pursuant to ORC 121.22(G)(5) Confidential Matters Exception.

Upon roll call the vote was as follows:

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

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

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

Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there is no action to be taken at this time.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:28 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:29 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:29 a.m.
Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there are three motions for the board to consider.

**IN THE MATTER OF APPROVING NATHAN CONAWAY,
DISPATCHER AT BELMONT COUNTY 9-1-1 TO START PARENTAL LEAVE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Parental Leave for Nathan Conaway, Dispatcher at Belmont County 9-1-1, effective January 10, 2023 and ending on February 20, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING BRET CRUM, WATER PLANT OPERATOR II
TO EXTEND PARENTAL LEAVE/WATER & SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to extend approved Parental Leave for Bret Crum, Water Plant Operator II at the Belmont County Water & Sewer District, effective January 21, 2023 and ending on January 26, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING JULIE TABOR,
FULL-TIME KENNEL STAFF TO EXTEND
AUTHORIZED UNPAID LEAVE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Julie Tabor, full-time Kennel Staff at the Belmont County Animal Shelter, to extend authorized unpaid leave, effective December 31, 2022 and not to exceed February 11, 2023.

Upon roll call the vote was as follows:

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

RECESS

Reconvened at 1:53 p.m. with no further business to be had.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:53 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:53 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 25th day of January, 2023.

J. P. Dutton /s/ _____

Jerry Echemann /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

We, J. P. Dutton 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.

J. P. Dutton /s/ _____ PRESIDENT

Bonnie Zuzak /s/ _____ CLERK