

St. Clairsville, Ohio

May 17, 2023

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 \$1,444,395.13**

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 May 17, 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 TRANSFERS BETWEEN FUND**

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

**M78 TITLE IV-E REIMBURSEMENT (RANDOM MNTS) AND M60 CARE AND CUSTODY/JUVENILE CRT.**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0400-M078-M02.008 Fringes and Benefits	R-0400-M060-M07.574 Transfers In	\$1,250.92

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\*\***

**S49 MENTAL HEALTH**

E-2310-S049-S49.002	Salaries	\$46,200.00
E-2310-S049-S52.012	Equipment	\$10,000.00
E-2310-S049-S60.003	PERS	\$6,600.00
E-2310-S049-S64.005	Medicare	\$1,000.00
E-2310-S049-S67.055	Building	\$250,000.00

**\*\*MAY 17, 2023\*\***

**E10 911 FUND**

E-2200-E010-E07.000	Other Expenses	\$2,174.70
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**E11 9-1-1 WIRELESS**

E-2301-E011-E01.011	Contract Services	\$12,369.07
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**H11 FAMILY & CHILD 1<sup>ST</sup> COUNCIL/BCDJFS**

E-2770-H011-H04.000	Help Me Grow Early Int Part C	\$8,517.07
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**N22 WWS CAPITAL IMPROVEMENTS/BCSSD**

E-9022-N022-N17.000	USDA Water Projects	\$367,099.81
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**Y01 UND. AUTO TAX**

E-9801-Y001-Y01.000	Und. Auto Tax	\$237,475.26
E-9801-Y001-Y03.000	Township-Permissive Tax	\$70,925.50
E-9801-Y001-Y05.000	Pease Township	\$3,748.00
E-9801-Y001-Y06.000	Goshen Township	\$1,612.00
E-9801-Y001-Y07.000	Warren Township	\$2,977.00
E-9801-Y001-Y08.000	Pultney Township	\$3,616.00
E-9801-Y001-Y09.000	Flushing Township	\$668.00
E-9801-Y001-Y10.000	Colerain Township	\$1,281.00
E-9801-Y001-Y11.000	Kirkwood Township	\$174.00
E-9801-Y001-Y12.000	Mead Township	\$781.50
E-9801-Y001-Y13.000	Richland Township	\$2,437.50
E-9801-Y001-Y14.000	Smith Township	\$583.50
E-9801-Y001-Y15.000	Somerset Township	\$508.50
E-9801-Y001-Y16.000	Union Township	\$490.50
E-9801-Y001-Y17.000	Washington Township	\$187.50
E-9801-Y001-Y18.000	Wayne Township	\$253.50
E-9801-Y001-Y19.000	Wheeling Township	\$631.50
E-9801-Y001-Y20.000	York Township	\$274.50

**Y41 INDIENT APPLICATION FEES/AUDITOR**

E-9841-Y041-Y01.000	Remit to State	\$331.80
E-9841-Y041-Y02.000	Remit to County	\$1,327.20

**Y42 RECOUPMENT FEES INDIGENT/AUDITOR**

E-9842-Y042-Y01.000	Remit to State	\$650.00
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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:  
**RECORDER’S**-Jason Garczyk to Columbus, OH, on June 11-14, 2023, to attend the Ohio Recorders’ Association Summer Continuing Education Conference. Estimated expenses: \$465.00. A county vehicle will be used for travel.  
**SSOBC**-Donna Steadman to Cadiz, OH, on June 2, 2023, for a senior outing to Ice Cream Island. Kay Driscoll to Moundsville, WV, on June 7, 2023, for a senior outing to The Mound Historical Site and the Prima Marina Restaurant. Tish Kinney to Rogers, OH, on June 9, 2023, for a senior outing to Rogers Flea Market. Maxine Jurovcik to Dover, OH, on June 9, 2023, for a senior outing to Warther Museum and Gardens. Lori Parsons to Washington, PA, on June 14, 2023, for a senior outing to a Wild Things Baseball Game and Angelo’s Restaurant. Melissa Finney to Moundsville, WV, on June 23, 2023, for a senior outing to Bob’s Diner and the Dollar Store. Sue Hines to Woodsfield, OH, on June 20, 2023, for a senior outing to Westwood Place and the Beallsville Diner. Dorothy Burkhart to Zanesville, OH, on June 27, 2023, for a senior outing to Conn’s Potato Chip Factory. Chuck Davis to Beallsville, OH, on June 29, 2023, for a senior outing to the Beallsville Diner. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 10, 2023.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcement-  
The Belmont County Board of Commissioners is accepting applications to fill a position on the Belmont County Public Defender Commission. Applications will be accepted through June 1, 2023. Interested parties may stop in or contact the Commissioners’ office at [\(740-699-2155\)](tel:740-699-2155) to request an application.

**IN THE MATTER OF HIRING ELISHA VINKA AS  
FULL-TIME INCOME MAINTENANCE AIDE II/DJFS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hiring of Elisha Vinka as full-time Income Maintenance Aide II at Belmont County Department of Job and Family Services, effective May 22, 2023.

*Note: This is a replacement position.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE  
REVISED VOLUNTEERS POLICY/ANIMAL SHELTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the revised Volunteers Policy for the Belmont County Animal Shelter.  
**Belmont County Animal Shelter Volunteer Policy Manual**

Volunteers are freely offering to work with the county to provide care for animals at the Belmont County Animal Shelter. Volunteers are unpaid and do not receive any type of benefit or other compensation from Belmont County.  
Volunteers must be 18 years of age or older. If under 18 years of age, a volunteer must be supervised by an approved adult.  
All volunteers will attend a volunteer orientation on the first Tuesday of the month from 1:00 p.m. to 2:00 p.m.

**Schedules**

- A. Workdays must be scheduled with the Front Desk personnel and can be done by phone or by email.
  - B. All volunteers must log in and out using the Volunteer Log Sheet each time they volunteer. This must be done if time is spent at the shelter or away for an outing or at an event.
  - C. Volunteers must check in with BCAS staff when they arrive and check out when finished for the day.
  - D. Any volunteer who misses two (2) or more scheduled days will be removed from the volunteer list.
  - E. There are to be no more than four (4) volunteers at the shelter at one time unless those volunteers are going for an outing or an event.
- No volunteers are to be at the shelter unless they have been scheduled for that day.

**Emergencies**

- A. Any injuries sustained by volunteers, visitors, or animals must be reported to a BCAS staff employee immediately.
- B. An incident/accident report must be completed for any injury or incident involving volunteers, visitors, or animals.
- C. If a bite occurs, a bite report will need to be completed.
- D. If a dog gets loose or there is a dog fight, the volunteer must immediately get a BCAS staff employee to handle the situation.

**Dress Code**

- A. Volunteer should wear long pants and sturdy non-skid, closed toed shoes. Wear comfortable clothing that you don’t mind getting soiled, stained, or wet.
- B. All volunteers must wear a badge issued by the BCAS staff member that checks them in. The badge designates them as volunteers while working in the shelter.

**Drug and Alcohol Policy**

**Volunteers must not be under the influence of drugs or alcohol while volunteering.**

- A. Tobacco use is not permitted on County Property.
- B. Must follow the Belmont County Personnel Policy manual.

**Restricted Areas**

- A. No volunteers are allowed in the following areas unless accompanied by a BCAS employee:
  - 1. Office areas, including: front desk or back desk areas, Dog Warden office.
  - 2. Isolation rooms for both dogs and cats.
  - 3. Areas where animals are in quarantine.

**Customer Service**

- A. Volunteers must adhere to policies, proper procedures, and directives of BCAS and the Belmont County Personnel Policy Manual.
- B. All volunteers, interns, or other acting on behalf of Belmont County, will be subject to and held accountable for any conduct outlined in Social Media policy. This policy works in conjunction with other related personnel policies and procedures (e.g., harassment).
- C. Volunteers must be polite, courteous, and helpful when dealing with staff and the public.

- D. All questions are to be referred to a BCAS staff employee regarding policies and procedures. It is extremely important that the public is not misinformed.

**Adoption Events**

- A. Volunteers can transport cats or dogs in a kennel or cage in their vehicle.
- B. Animals must be approved by a BCAS employee to attend an outing.
- C. Volunteers will be given the cage card to take with them that has information such as “good with cats, children, other dogs” or any other information that is known.
- D. Volunteers are to check all collars, chockers, or harnesses before leaving. Ask a BCAS staff employee to change any frayed, worn or loose collars, chockers, or harnesses.
- E. Cats must be placed in a carrier or cage for transport.
- E. While at an event the cats must be kept in its cage.

**Dog Warden or Humane Complaints**

- A. Volunteers are to direct all people to contact the BCAS directly with any complaints.

**Working with Animals**

- A. Volunteers are not authorized to work with strays unless directed by BCAS staff.
- B. Volunteers may talk to customers and show them around to see the animals.
- C. Questions from the customer and getting animals in and out of kennels are to be handled by a BCAS employee. A volunteer is to assist in getting an employee and letting them know there is someone there interested in an animal.
- D. Advise a BCAS staff member immediately of any issues encountered regarding dog health or disposition and equipment or facility problems.

**Guidelines**

- A. Pictures may be taken and sent to the shelter.
- B. BCAS will write profiles and stories on the animals. Volunteers are permitted to share the profiles.
- C. Volunteers will adhere to handling sensitive or confidential information regarding animals. Volunteers must preserve its nature to avoid jeopardizing any subsequent hearing or prosecution.
- D. Volunteer activities you may be asked to perform are:
  - General cleaning of both the shelter and animal cages
  - Collecting donations
  - Assisting with Adoption Days
  - Walking dogs
  - Socializing with animals
  - Transporting rescued pets

**Termination Policy**

- A. Belmont County Animal Shelter reserves the right to terminate a volunteer’s service at any time with or without notice.

Original Adoption Date: 2/21/2018 Revision Date: 10/11/2018,5/17/2023

Upon roll call the vote was as follows:

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

Mr. Dutton said there were very few revisions and the program should start up by early June.

**IN THE MATTER OF ENTERING INTO COMMERCIAL LEASE AGREEMENT  
BETWEEN OHIO RIVER PROPERTIES, LLC AND BELMONT COUNTY OHIO  
BOARD OF COMMISSIONERS, DBA SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a Commercial Lease Agreement between Ohio River Properties, LLC, and Belmont County Ohio Board of Commissioners, dba Senior Services of Belmont County, for the Martins Ferry Senior Center in the amount of \$1,000.00 per month, effective June 1, 2023 through May 31, 2026, based upon the recommendation of Lisa Kazmirski, Senior Services Executive Director.

COMMERCIAL LEASE

This lease is made between Ohio River Properties, LLC, herein called the Landlord, and Belmont County Ohio Board of Commissioners dba Senior Services of Belmont County, herein called the Tenant.

Tenant hereby offers to lease from Landlord the first floor of the building located at 14 North 5<sup>th</sup> Street, Martins Ferry, County of Belmont, State of Ohio.

The above-described premises are known for street numbering purposes as being situated in the City of Martins Ferry, County of Belmont, State of Ohio, located at:

Auditor’s Parcel Number: 24-03776.000.

Upon the following TERMS and CONDITIONS.

1. **TERM AND RENT.** Landlord demises the above premises for term of thirty-six (36) months commencing on June 1, 2023 and terminating on May 31, 2026. The base monthly rental rate as of June 1, 2023 will be One Thousand Dollars (\$1,000.00), payable on the first day of each month for that month’s rental, during the term of this lease. If rent is not received by the close of business on the 4<sup>th</sup> day of the month, a late fee of Fifty Dollars (\$50.00) shall apply. All rental payments shall be made to Landlord in person at 27 S Zane Highway, Martins Ferry, OH 43935 or via mail at P.O. Box 426, Martins Ferry, OH 43935. The Tenant is only required to use available senior service levy funds to pay for obligations arising under this Lease, and neither SSOBC nor the Commissioners are required to pay any such obligations from general revenue funds or other funds of the County. Amounts paid under this Lease shall not exceed any applicable statutory limit.
2. **USE.** Tenant shall use and occupy the premises for the purpose of operating a senior center and transportation/logistics center for seniors under the name Belmont County Senior Center. The premises shall be used for no other purpose without written permission from the Landlord and such permission will not be unreasonably withheld. Landlord represents that the premises maybe lawfully used for such purpose.
3. **CARE AND MAINTENANCE OF PREMISES.** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. During the Lease term, tenant shall make, at Tenant’s expense, all necessary repairs to the Leased Premises due to damage by Tenant, or Tenant’s employees, agents, or invitees, normal wear and tear excepted. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased, except for major mechanical, subject to the obligations of the parties otherwise set forth in this Lease, and except damage caused by Landlord or other lessees in the building. Tenant is responsible for all snow removal and keeping sidewalks clear.

4. **ALTERATIONS.** Tenant shall make no alteration to the subject premises without written permission from the Landlord in such permission will not be unreasonably withheld.
5. **ORDINANCES AND STATUTES.** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Tenant.
6. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this lease or sublet any portion of the premises without prior written consent of the Landlord, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this lease.
7. **UTILITIES.** Tenant is responsible for all utilities, including but not limited to Electric, Gas, Water, Sewer, and Trash and other utilities not specifically included herein. Utilities must remain on and in the Tenant's name for the entire lease term.
8. **SIGNS.** Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Lease Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant. Landlord has right to put Unit for Rent signs in the windows no more than (45) days prior to date Tenant intends to vacate the premises.
9. **ENTRY AND INSPECTION.** Tenant shall permit Landlord or Landlord's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same, and will permit Landlord at a time within (45) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs and permit persons desiring to lease the same to inspect the premises thereafter.
10. **INSURANCE.**
  - i. If the Leased Premises or any part of the building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees, or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.
  - ii. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

- iii. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000.00 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord agrees that Tenant's current insurer is acceptable. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with the Paragraph. Landlord shall not be required to maintain insurance against thefts within the Least Premises or the Building.
11. **EMINENT DOMAIN.** The premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu of thereof, but Tenant may file a claim for any taking of fixtures and improvements and by Tenant, and for moving expenses.
12. **DESTRUCTION OF PREMISES.** In the event of a partial destruction of the premises during the term hereof, from any cause, Landlord shall forthwith repair the same provided that such repairs can be made within sixty (60) days under existing governmental laws and regulation, but such partial destruction shall not terminate this lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which making the repairs cannot be made within (60) days. Landlord, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option be a party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement cost, Landlord may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.
13. **LANDLORD'S REMEDIES ON DEFAULT.** If Tenant defaults in the payment of rent or defaults in the performance of any of the other covenants and conditions hereof, Landlord may give Tenant notice of such default and if Tenant does not cure any such default within (15) days after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such 15 days and thereafter proceeds with reasonable diligence and in good faith to cure such default), then Landlord may terminate this lease on not less than 15 day notice to Tenant. On the date specified in such notice the term of this lease shall terminate, and Tenant shall then quit and surrender the premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this lease shall have been so terminated by Landlord, Landlord may

at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

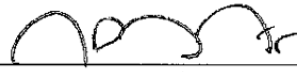


14. **SECURITY DEPOSIT**. Tenant has no security deposit with Landlord.
15. **ATTORNEY'S FEES**. In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs and occurred in connection with such action, including reasonable attorney's fee.
16. **NOTICES**. Any notice which either party may, or is required to give, shall be given via mailing same, postage prepaid, to Tenant at the premises, or Landlord at the address shown in the TERMS and RENT section of this lease, or at such other places as may be designated by the parties from time to time. [See paragraph 22]
17. **HEIRS, ASSIGNS, SUCCESSORS**. This lease is binding upon and inures to the benefit of the heirs, successors in interest to the parties.
18. **RENEWAL**. The lease shall renew for successive 1-month periods after the initial (36) month term has expired under the same terms herein, unless either Tenant or Landlord gives notice in writing FORTY-FIVE (45) days in advance of lease term end that this lease shall end.
19. **SUBORDINATION**. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
20. **HEADINGS**. The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.
21. **BROKERS**. Tenant represents the Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee, or other similar charge, in connection with this Lease.
22. **NOTICE**. Any notice required or permitted in this Lease shall be deemed sufficiently given or served if sent by United States Certified Mail with a return receipt requested and addressed as follows: If to the Landlord: Ohio River Properties, L.L.C. PO Box 426, Martins Ferry, OH 43935, and if to the Tenant: Executive Director, Senior Services of Belmont County, 67650 Oakview Dr., St. Clairsville, OH 43950.
23. **FINAL AGREEMENT**. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

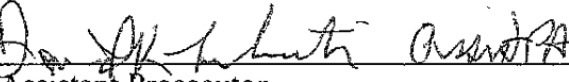
24. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio.

**FOR OHIO RIVER PROPERTIES, LLC.**

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**Landlord Signature** **Date**

**FOR BELMONT COUNTY OHIO BOARD OF COMMISSIONERS dba SENIOR SERVICES OF BELMONT COUNTY**

 _____ J.P. Dutton, President	<u>5/17/23</u> _____ <b>Date</b>
 _____ Commissioner	<u>5.17.23</u> _____ <b>Date</b>
 _____ Commissioner	<u>5/17/23</u> _____ <b>Date</b>

Approved as to Form:  
  
\_\_\_\_\_  
Assistant Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING BELMONT COUNTY AUDITOR  
TO ESTABLISH A NEW FUND FOR THE SEWER SYSTEM REVENUE  
BOND SHORT-LIVED ASSET REPLACEMENT FUND AND WATER SYSTEM REVENUE BOND SHORT-LIVED ASSET  
REPLACEMENT FUND**

Motion made by Mr. Dutton, seconded by Mr. Echemann to authorize the Belmont County Auditor to establish the following two new funds:

- Sewer System Revenue Bond Short-Lived Asset Replacement Fund
- Water System Revenue Bond Short-Lived Asset Replacement Fund

Upon roll call the vote was as follows:

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

Mr. Dutton said the new funds are created for the purpose of repairing or replacing short-lived assets of the Sewer and Water Systems and is required by the USDA.

**IN THE MATTER OF ACCEPTING PROPOSAL NUMBER PPA28448  
FROM H. E. NEUMANN COMPANY/CLERK OF COURTS OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept proposal number PPA28448 from H. E. Neumann Company in the amount of \$9,357.00 for all labor and materials necessary to replace the water source heat pump serving the Clerk of Courts office.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROPOSAL FROM ALLIED  
INFOTECH CORPORATION/RECORDS CENTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve proposal from Allied Infotech Corporation in the amount of \$275.00 for digital conversion of five 35 mm microfilm rolls at the Belmont County Records Center.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE JUVENILE COURT GRANT AGREEMENT  
AND FUNDING APPLICATION BETWEEN OHIO DEPARMENT OF YOUTH SERVICES  
AND BELMONT COUNTY JUVENILE COURT FOR FY 2024**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the **Juvenile Court Grant Agreement and Funding Application** between the Ohio Department of Youth Services and Belmont County Juvenile Court for fiscal year 2024 in the amount of \$160,365.57.

*Note: This grant covers program costs for C-CAP and the CrossFit for Change program.*

Upon roll call the vote was as follows:

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

RECESS

**IN THE MATTER OF BID OPENING FOR INMATE  
COMMISSARY SERVICES FOR BELMONT COUNTY JAIL**

This being the day and 9:30 a.m. being the hour that bids was to be on file in the Commissioners’ Office for the Inmate Commissary Services; for the Belmont County Jail; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
		<u>Percentage paid to county</u>
Stellar Services 301 Business Park Center Stoughton, Wisconsin 53589		32% Commission
Keefe Group 21848 Commerce Parkway, Ste. 100 Strongville, Ohio 44149		28% Commission

Present for opening: Chief Deputy James Zusack and Barb Blake, Administrative Assistant.

Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the Inmate Commissary Services for the Belmont County Jail to Chief Deputy James Zusack.

Upon roll call the vote was as follows:

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

RECESS

**IN THE MATTER OF BID OPENING FOR INMATE  
TELEPHONE SERVICES FOR BELMONT COUNTY JAIL**

This being the day and 9:45 a.m. being the hour that bids was to be on file in the Commissioners’ Office for the Inmate Telephone Services; for the Belmont County Jail; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
		<u>Percentage paid to county</u>
Stellar Services		70% Regular Calls
100 Agua Drive		0% Voice Mail
Cold Spring, KY 41076		40% Remote Video Visitation
I.C. Solutions Adv. Tech		Option A-80%
2200 Danbury Street		Option B-77.1%
San Antonio, TX 78217		Option C-73.1%
		50% Remote Video Visitation
		25% Voice Messaging

Present for bid opening: Chief Deputy James Zusack and Barb Blake, Administrative Assistant.  
Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the Inmate Telephone Services for the Belmont County Jail to Chief Deputy James Zusack.  
Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:17 A.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees and ORC 121.22(G)(4) Collective Bargaining Exception.  
Upon roll call the vote was as follows:

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

Jeff Felton, Director of Job and Family Services was present (via phone) from 10:21 to 10:29.

Commissioner Echemann exited executive session at 11:49 a.m. to attend the road view for Road Improvement 1192.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:12 P.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 12:12 p.m.  
Upon roll call the vote was as follows:

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

Commissioner Echemann returned from the road view after the adjournment of executive session. He was present for the motions as a result of executive session.

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve moving Denise Starr from full-time Unit Support Worker II to part-time Cook with Senior Services of Belmont County, effective June 5, 2023.  
Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AN INTERIM AGREEMENT WITH DR. RUSSELL LEE-WOOD FOR MEDICAL DIRECTOR SERVICES AT JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into an Interim agreement with Dr. Russell Lee-wood, for Medical Director services for the Belmont County Jail, in the amount of \$150.00 per hour effective May 17, 2023 through June 21, 2023.

**INTERIM AGREEMENT  
MEDICAL DIRECTOR OF THE  
BELMONT COUNTY JAIL**

This Agreement is made this 17<sup>th</sup> day of May, 2023 by and between:  
**The Belmont County Board of Commissioners, 101 W. Main Street, St. Clairsville, OH 43950**  
and Dr. Russell Lee-wood, 60998 Warner Drive, Barnesville, Ohio 43713  
Contractor Address, City, State, Zip

who hereby agree as follows:

- That in exchange for consideration herein stated the Contractor agrees to provide Medical Director services, on an hourly basis for the Belmont County Board of Commissioners at the Belmont County Jail.  
That in consideration for providing the said professional services to the County, the Contractor shall be compensated in the amount of \$150.00 per hour with a cap of \$600 per week without further authorization by the Board of Commissioners.  
This contract will be effective until June 21, 2023, to be reviewed at that time for update or changes.
- The Contractor, at its sole option, may terminate this Agreement upon seven (7) days written notice and the Contractor will be compensated for work completed as of the stated termination date. If the County reason for termination is the substandard performance by Contractor, illegal or criminal conduct of the Contractor or substantial breach of this agreement, the County may terminate the agreement upon delivery of written notice of termination to Contractor’s place of business with said termination to be effective immediately and the County shall have no further obligation to compensate Contractor.
- This Agreement shall be subject to immediate termination by the Contractor, if funds are not appropriated for any period during the term of this contract, or when the County has exhausted all funds legally available for all payments due under this Agreement.
- The undersigned hereby certify that they have full authority to execute this Agreement on behalf of their respective parties.
- The Contractor shall be available to perform medical services at the Belmont County Jail two (2) days per week at a time mutually agreeable between the Contractor and the Sheriff, or as otherwise directed by Ohio Standards, or when needed by the Belmont County Jail Nursing Staff.
- In the event that the Contractor cannot perform the services of Medical Director, they may appoint a temporary jail physician

- from a list of physicians mutually agreeable to the Sheriff, Jail Administrator and Interim Medical Director. The Contractor will ensure each substitute will perform contractual responsibilities at no additional cost to Belmont County.
7. The Contractor or his designee agrees to be available on a twenty-four (24) hour basis.
8. Contractor shall comply with requirements of Equal Employment Opportunity (Executive Order 11246 & 11375) and as supplemented by 41 CFR part 60.
9. Contractor shall abide by the Ohio Jail Standards and any rules set forth by the Sheriff.

WITNESS: Bonnie Zuzak /s/ Clerk

CONTRACTOR

By: Dr. Russell Lee-wood /s/

BELMONT COUNTY BOARD OF COMMISSSIONERS

By: J. P. Dutton /s/

J. P. Dutton, President

APPROVED AS TO FORM:

David K. Liberati /s/ Assist PA

PROSECUTING ATTORNEY

Jerry Echemann /s/

Jerry Eschmann, Vice-President

Josh Meyer /s/

Josh Meyer, Member

Addendum: Dr. Russell Lee-wood is covered under the Belmont County Board of Commissioners County Risk Sharing Authority Medical Malpractice Liability Coverage during his interim term as Medical Director.

Dr. Russell Lee-wood /s/

5/12/23

Signature

Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE DEDICATION OF**  
**TWP 733-A GREEN VALLEY NORTH ROAD**  
**RICHLAND TWP. SEC. 35, T-6, R-3/RD IMP 1192**

**Office of County Commissioners**  
**Belmont County, Ohio**

Journal Entry--Order Upon view of Proposed Improvement

**ORDER TO COUNTY ENGINEER**

**Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 17<sup>th</sup> day of May, 2023, at the office of the Commissioners with the following members present:

Mr. Dutton  
Mr. Echemann  
Mr. Meyer

Mr. Dutton moved the adoption of the following:

**RESOLUTION**

WHEREAS, On the 17<sup>th</sup> day of May, 2023, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore, be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the **24<sup>th</sup>** day of **May, 2023** the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, <sup>2</sup> and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

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

Adopted May 17, 2023

Bonnie Zuzak /s/  
Clerk, Board of County Commissioners  
Belmont County, Ohio

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1. "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."  
2. Strike out the clause from "and feet," if a road is not to be located or established

Reconvened at 1:10 p.m. with no further business to come before the board.

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 1:10 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:10 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 24th day of May, 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