

St. Clairsville, Ohio

August 2, 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 \$700,706.93

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 E01 COUNTY HEALTH

FROM	TO	AMOUNT
E-0051-A001-A10.000 Professional Services	R-2210-E001-E17.574 Transfers In	\$5,833.33

K00 M.V.G.T. FUND AND N53 CAP. PROJ. RES. RESURF & PVMT MRKS/ENGINEER

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfers Out	R-9053-N053-N04.574 Transfers In	\$600,000.00

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 meeting dates:

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

K00 M.V.G.T. FUND/ENGINEER

E-2812-K000-K13.012	Equipment	\$300,000.00
E-2812-K000-K16.013	Contract Projects	\$1,100,000.00

****AUGUST 2, 2023****

N53 CAP. PROJ. RES. RESURF & PVMT MRKS/ENGINEER

E-9053-N053-N09.055	Construction	\$600,000.00
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S51.002	Salaries	\$40,000.00
E-8010-S030-S54.000	Food	\$80.00

S32 OAKVIEW JUVENILE-ACTIVITY FUND

E-8012-S032-S00.000	Activity Fund	\$101.50
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S77 COMM-BASED CORRECTIONS ACT GRANT/ADULT PROBATION

E-1520-S077-S01.002	Salaries	\$31,080.82
E-1520-S077-S02.005	Medicare	\$450.60
E-1520-S077-S03.003	PERS	\$4,350.72
E-1520-S077-S04.006	Hospitalization	\$10,698.48
E-1520-S077-S05.004	Workers Compensation	\$559.38

SHERIFF/VARIOUS FUNDS

E-0131-A006-A17.010	Cruisers	\$3,930.00
E-0131-A006-A20.000	False Alarms	\$150.00
E-0131-A006-A23.000	Background	\$394.00
E-0131-A006-A24.000	E-SORN	\$585.00
E-0131-A006-A26.000	K-9	\$250.00
E-0131-A006-A32.000	Warrant Fee	\$690.90
E-0131-A006-A38.000	Sheriff's Fees	\$19.00
E-1652-B016-B02.000	DUI	\$25.00
E-5100-S000-S01.010	Commissary	\$16,699.35
E-5101-S001-S06.000	CCW License	\$1,517.00
E-5101-S001-S07.012	CCW Equipment	\$1,945.00
E-9710-U010-U06.000	Reserve	\$7,952.80

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS

FOR HSA CHARGEBACKS/AUGUST 2023

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

Chargebacks for August 2023

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	233.84
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	62.90
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	170.94
TOTALS			467.68

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 August 2, 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 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 July 26, 2023.

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:
DJFS-Jennifer Fietz, Megan Stuckey, John LaRoche and Christine DiNapoli to Oklahoma City, OK, on August 8, 2023, to transport four foster children to new placement. Estimated expenses: \$4,200.00. Jeff Felton to Columbus, OH, on August 7, 2023, to attend the Advisory Committee for new Department of Children & Youth. Estimated expenses: \$150.00
HR DEPARTMENT-Erin McVay to Columbus, OH, on August 23, 2023, to attend the CCAO Retro Quarterly Update. A county vehicle 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 THE APPOINTMENT TO THE WORKFORCE DEVELOPMENT BOARD AREA 16

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following appointment to the Workforce Development Board Area 16 effective immediately through June 30, 2025.

<u>Appointment:</u>	<u>Representation:</u>
Mr. Ed Mowrer, Belmont College-Energy Institute Manager	Post-Secondary Education

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT TO THE BELMONT COUNTY PUBLIC DEFENDER COMMISSION

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the appointment of Ms. Kara Baker to the Belmont County Public Defender Commission, effective immediately to June 14, 2027.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT TO THE BELMONT COUNTY DISTRICT LIBRARY BOARD

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the appointment of Mr. Michael Bianconi to the Belmont County District Library Board, for a seven-year term effective July 31, 2023 through July 30, 2030.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE QUOTE FROM UPSIDE/JFS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Upside, in the amount of \$17,750.00, for a 58' ADA straight ramp with ADA guardrails for the Belmont County Department of Job and Family Services building located at 302 Walnut Street, Martins Ferry, OH.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SIGNING OF THE U.S. BOARD ON GEOGRAPHIC NAMES GEOGRAPHIC NAME PROPOSAL RECOMMENDATION

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the signing of the U.S. Board on Geographic Names Geographic Name Proposal Recommendation in support of naming an unnamed 1.85 mile long tributary of McMahon Creek in Smith Township OK Run.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR ENGINEER'S PROJECT 23-13 BEL-CR5-3.89/10.23 PAVING PROJECT TO NLS PAVING, INC.

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the Belmont County Engineer's Project 23-13 BEL-CR5-6.89/10.23 (Ramsey Ridge Road) Paving Project to the low bidder, NLS Paving, Inc, in the amount of \$607,845.85, based upon the recommendation of Terry Lively, Belmont County Engineer.

Note: Engineer's estimate: \$607,383.50

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO THE PHARMACY SERVICES AGREEMENT WITH COLER LONG TERM CARE, LTD/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Pharmacy Services Agreement with Coler Long Term Care, LTD, effective August 2, 2023 to August 1, 2025, to provide prescription and nonprescription pharmaceutical products for the Belmont County Jail, based upon the recommendation of Sheriff Dave Lucas.

Note: The agreement will be automatically extended for additional two year periods unless notice is given by either party.

**PHARMACY SERVICES AGREEMENT
(BELMONT COUNTY JAIL)**

THIS PHARMACY SERVICES AGREEMENT ("Agreement"), executed as of the dates set forth below, to be effective August 2, 2023, (the "Effective Date"), is by and between COLER LONG TERM CARE, LTD., located at 1811 Chandlersville Road, Zanesville, OH 43701 ("PHARMACY"), and BELMONT COUNTY BOARD OF COMMISSIONERS located at 101 West Main St, St. Clairsville, OH 43950 ("FACILITY").

RECITALS

- A. WHEREAS, the FACILITY is engaged in the operation of a Correctional Facility, for which it requires pharmacy services in accordance with applicable local, state and federal laws and regulations; and
- B. WHEREAS, the PHARMACY is qualified, licensed and capable of providing the following (collectively "Products"): prescription and nonprescription pharmaceutical products; parenteral nutritional products; and respiratory products and services.
- C. WHEREAS, the FACILITY desires to purchase Products from the PHARMACY and may also purchase in bulk from the PHARMACY nonprescription medications not for any particular resident ("House Stock"), and the PHARMACY is willing to furnish such items as provided herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for the reliance of the parties hereto, the FACILITY and the PHARMACY agree as follows:

1. RESPONSIBILITIES OF THE PHARMACY

1.1 Services: For the benefit of the FACILITY, the PHARMACY will:

- (a) Supply Products in compliance with applicable local, state and federal laws and regulations for residents and the FACILITY;
- (b) Render all services in accordance with any applicable requirements of local, state and federal laws and regulations and the standards of practice of the pharmaceutical profession;
- (c) Label all Products in accordance with local, state and federal laws, rules and regulations;
- (d) Provide Products in a prompt and timely manner
- (e) Maintain a drug profile on each FACILITY inmate served by PHARMACY
- (g) Provide drug information and consultation to the FACILITY'S licensed professional staff regarding the Products ordered
- (h) Perform billing services in accordance with Section 3 below.

1.2 Delivery Schedule: The PHARMACY agrees to deliver/ship Products to the FACILITY as mutually agreed by the parties and set forth on the attached Schedule 1.2 and to use the dispensing methods indicated on Schedule 1.2. In the event PHARMACY does not make any delivery/shipment required hereunder, then FACILITY may obtain such delivery/shipment from a different provider, but only as to such failed delivery/shipment.

1.3 Emergency Drug Service: The PHARMACY will provide any Products needed on an emergency basis in a prompt and timely manner. In the event the PHARMACY cannot furnish an ordered medication in a prompt and timely basis, the PHARMACY will make arrangements with another pharmacy supplier in a community local to the FACILITY to promptly and timely provide such service(s) to the FACILITY. The PHARMACY will notify the FACILITY of any such arrangement as soon as possible after such arrangement is made.

2. RESPONSIBILITIES OF THE FACILITY

2.1 Operational: The FACILITY will be responsible for the implementation of the PHARMACY'S Policies and Procedures upon the commencement of this Agreement.

2.2 Inmates' Right to Choose: The FACILITY will comply with all applicable federal, state and local laws and regulations regarding an inmates' right to choose his or her own pharmacy.

2.3 Billing Data and Reimbursement Status: The FACILITY will provide to the PHARMACY the necessary billing data, including, but not limited to, Medicare and Medicaid numbers, inmate name, responsible party, billing address, phone number, physician names and any other pertinent data as reasonably required by the PHARMACY. This information will be provided promptly after admission and after changes occur.

The FACILITY will also notify the PHARMACY as to the status of each resident regarding source of reimbursement for Products. The FACILITY will notify the PHARMACY daily of any changes in inmates' medication upon receipt of physicians' orders or of changes as a result of room transfer or discharge. The FACILITY will give the PHARMACY

reasonable access to all inmate records, facilities and supplies necessary for the performance of the PHARMACY'S duties under this Agreement, and the PHARMACY will furnish to the FACILITY, upon request, all information relating to the Products furnished to the FACILITY or to FACILITY inmates.

- 2.4 Ordering:** The FACILITY will order from the PHARMACY all Products used in the operation of the facility ordinarily provided by a pharmacy including all "Products" defined in "Recitals B and C" above together with those products for individual inmates which are not commonly stocked in the FACILITY. The FACILITY may also purchase "house supply" items from the PHARMACY, as allowed by applicable local, state and federal laws and regulations. All prices for Products shall be subject to mutual approval and in accordance with similar fees charged by other pharmacies providing similar services and products to other facilities.

3. BILLING

- 3.1 Billing:** The PHARMACY will perform all billing and collection for Products provided to inmates that are paid by a third party payor (e.g., private insurance or Medicaid).

- 3.2 Invoices:** The PHARMACY will submit a monthly invoice to the FACILITY for goods and services provided under this Agreement to the FACILITY itself. The FACILITY will remit payment in full within thirty (30) days of the billing date of the PHARMACY'S invoice. The parties agree to mutually cooperate with each other as to all pricing and with respect to any disputes regarding billing or pricing. They shall use their "best efforts" to resolve the same. Any invoices not paid within thirty (30) days of billing date shall be subject to a late fee of one and one-half percent (1.5%) per month or the maximum as permitted by law, whichever is less. Failure to request or demand late fee(s) shall not be deemed a waiver of that party's right to recover such fee from the other.

- 3.3 Returns and Credits:** PHARMACY agrees to receive returns of its non-controlled Products supplied to but not used by the FACILITY or its patients provided such Products have not been used, damaged or are beyond sixty (60) days from the dispense date and are available to be resold or returned to the manufacturer for credit by the PHARMACY. PHARMACY agrees to issue the proper credit(s) for such Products returned subject to a restocking fee in the amount of fifty (50) percent of the total value returned for each returned item. All restocking fees shall be billed to and paid by the FACILITY.

4. TERM AND TERMINATION

- 4.1 Initial and Renewal Terms:** The term of this Agreement shall commence as of Aug 2, 2023, and shall continue in effect until August 1, 2025, unless sooner terminated as herein provided ("Initial Term"). This Agreement will be automatically extended for additional two (2) year periods (each a "Renewal Term") upon the expiration of the Initial Term and each extension or Renewal Term, unless either party will notify the other in writing no less than sixty (60) days prior to the expiration of such Initial Term, extension or Renewal Term of its election not to extend the term for such additional period; provided, however, that no notice of non-renewal from the FACILITY shall be valid unless it is current in its payments to the PHARMACY.

- 4.2 Termination for Default:** The FACILITY may terminate this Agreement upon PHARMACY'S failure to perform under this Agreement in such a manner that results in the immediate and serious threat to the health or welfare of FACILITY'S inmates or staff and such breach continues uncured for ten (10) days after written notice of such breach is provided to PHARMACY. If PHARMACY remedies said breach within the then (10) day cure period, then this Agreement shall remain in full force and effect.

- 4.3 Obligations Upon Expiration or Termination:** Upon expiration or sooner termination of this Agreement, the FACILITY will return to the PHARMACY, in good working condition, all of the PHARMACY'S equipment, formulary documents, policies and procedures manuals, forms and any other documents, information, etc. belonging to the PHARMACY. The FACILITY will not reproduce or permit the reproduction of the PHARMACY'S documents, policies or procedures manuals and form, nor circulate such to any individual or entity. Termination of this Agreement shall not relieve either party from liability for any breach of this Agreement occurring prior to the effectiveness of such termination.

5. MISCELLANEOUS

- 5.1 Status of Parties:** Neither the PHARMACY nor the FACILITY is for any purpose, an agent, partner or employee of the other. This Agreement does not constitute a joint venture between the parties. It is agreed that in performing pharmacy services pursuant to this Agreement, the PHARMACY and its employees will, at all times, be an independent contractor to the FACILITY and its inmates.

- 5.2 Force Majeure:** If either party fails to perform its obligations hereunder (except for the obligation to pay money) because of strikes, accidents, acts of God, weather conditions, or action or inaction of any governmental or other proper authority or other causes beyond its control, then, such failure to perform will not be deemed a default hereunder and will be excused without penalty until such time as said party is capable of performing.

- 5.3 Notices:** Notices or communications to be given under this Agreement will be given to the respective parties in writing by personal delivery or by registered or certified mail, postage prepaid, or by overnight delivery to the addresses set forth below or to other addresses and to such other persons as either party may from time to time designate by notice given as herein provided. Such notices or communications will be deemed to have been given upon personal delivery, three (3) business days after deposit in the United States mail or one (1) business day after delivery to an overnight delivery service:

To FACILITY:

Head Nurse Medical
68137 Hammond Rd.
St. Clairsville, OH 43950

To PHARMACY:

Coler Long Term Care, LTD
1811 Chandlersville Road
Zanesville, OH 43701

Attn: Greg Paisley, Vice President

- 5.4 Successors and Assignment:** This Agreement will be binding upon and inure to the benefit of both parties and their successors and assigns. Nothing in this Agreement is intended nor will be deemed to confer any benefits on any third party.

Except as provided in this Section 5.4, neither party may assign any of its respective rights, duties and/or obligations under this Agreement without the prior written consent of the other party; provided that the PHARMACY may assign its rights or delegate its duties and obligations under this Agreement to any other licensed pharmacy which is owned, directly or indirectly, in whole or in part, by John Coler, but no such assignment and delegation shall relieve the PHARMACY of liability for any breach of this Agreement by such assignee. Notwithstanding the previous sentence, the FACILITY or PHARMACY, as the case may be, shall assign this Agreement to any person or entity which purchases or otherwise acquires the assets and operations of the FACILITY or PHARMACY, as applicable and shall cause such person or entity to assume this Agreement; and any sale of the assets or operations of the FACILITY or PHARMACY without such assumption, or the execution of any agreement contemplating the sale of such assets or operations without such an assumption, shall constitute a breach of this Agreement.

- 5.5 Compliance with Laws:** The PHARMACY will comply with all applicable federal, state and local laws applicable to this Agreement, as well as all requirements imposed by or pursuant to the applicable civil rights regulations of the Department of Health and Human Services. Further, the PHARMACY will provide its pharmacy services equally to the inmates residing at the FACILITY as required by the inmates, pursuant to the instructions of the attending physician of any inmate.

- 5.6 Governing Law:** This Agreement will be construed and governed according to the laws of the State of Ohio.

- 5.7 Waiver:** Waiver by either party of a breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach. None of the provisions of this Agreement will be considered waived by either party except when such waiver is given in writing.

- 5.8 Access to Records:** Pursuant to Paragraph 1395x(v)(I) of Title 42 of the United States Code, until the expiration of four (4) years after each provision of services under this Agreement, the PHARMACY shall make available, upon written request of the

Secretary of the United States Department of Health and Human Services or upon request to the Comptroller General of the United States General Accounting Office or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs incurred under this Agreement.

The PHARMACY further agrees that in the event the PHARMACY carries out any of its duties under this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request, to the Secretary of the United States Department of Health and Human Services or upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents, and records of such organization as are necessary to verify the nature and extent of such costs.

5.9 Entire Agreement; Amendment: This Agreement and any Amendments or Addenda hereto constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence and agreements, whether oral or written, pertaining thereto. This Agreement may be amended or modified only by a writing duly executed by both parties.

5.10 Severability: If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law, unless doing so will materially alter the relative benefits and burdens the parties bargained for herein.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the date opposite their signatures.

PHARMACY
COLER LONG TERM CARE, LTD.

Date: 8/3/23

By: ? /s/

Its: Vice President

Witness

Bonnie Zuzak /s/

Witness

FACILITY

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/

8-2-23

J.P. Dutton

Date

Jerry Echemann /s/

8-2-23

Jerry Echemann

Date

Josh Meyer /s/

8/2/23

Josh Meyer

Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AMENDED VOCA GRANT AWARD AND ACCEPTANCE FORM FOR BELMONT COUNTY PROSECUTOR'S VICTIM ASSISTANCE GRANT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the amended VOCA Grant Award and Acceptance Form for the Belmont County Prosecutor's Victim Assistance grant for the period of October 1, 2022 through September 30, 2023 as follows:

Award Number: 2023-VOCA-135104161: VOCA Award: \$31,226.00

Federal Award Number: 15POVC-22-GG-00790-ASSI

Federal Award Period: October 1, 2021-September 30, 2025

Note: The original award was approved on October 5, 2022. It did not include the Federal Award Number or Federal Award Period which is required.

Upon roll call the vote was as follows:

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

Mr. Dutton noted Victim Assistance's funding has been cut over the years.

RECESS

**Belmont County WIC Department-Lori DeCoy RN, SSN, CLC, Director and Kristin Parker, Breastfeeding Peer Helper
Re: Breastfeeding Awareness Month Proclamation**

Ms. Parker said they are fully operational now since the pandemic is over. Their numbers have been good and they are doing as much outreach as possible. They are also working with the local hospitals again. Ms. DeCoy said breastfeeding is the healthiest for the babies. There is a 24/7 hotline in Ohio that will provide answers to problems, it is fully funded by the Ohio Department of Health.

IN THE MATTER OF ADOPTING THE PROCLAMATION IN RECOGNITION OF BREASTFEEDING AWARENESS MONTH

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the proclamation in recognition of Breastfeeding Awareness Month.

**PROCLAMATION
IN RECOGNITION OF
BREASTFEEDING AWARENESS MONTH 2023**

WHEREAS, exclusive breastfeeding for the first six months of life as recommended by the American Academy of Pediatrics provides the best possible start to life in all areas of development; and

WHEREAS, maternal health benefits to breastfeeding include decreased risk of hypertension, Type 2 diabetes, rheumatoid arthritis and breast, ovarian, endometrial and thyroid cancers; and

WHEREAS, children who are breastfed have a decreased risk of SIDS, respiratory tract infections, leukemia, asthma, necrotizing enterocolitis, ear infections, diarrhea and more; and

WHEREAS, breastfeeding provides a safe, reliable, and renewable food source, especially critical during natural disaster and emergency situations; and

WHEREAS, infant nutrition is considered a public health issue, and hospitals, community agencies, coalitions, and others can work together to provide consistent and accurate information to encourage successful breastfeeding; and

WHEREAS, breastfeeding is a public health imperative that is central to successful health equity strategies for combating the maternal and infant mortality crisis.

NOW, THEREFORE, BE IT RESOLVED, The Board of Belmont County Commissioners does hereby proclaim the month of August, 2023 as **BREASTFEEDING AWARENESS MONTH** throughout the County of Belmont, and urge all citizens to join in supporting breastfeeding as a high priority for healthier babies in Belmont County.

Adopted this 2nd day of August, 2023.

BELMONT COUNTY COMMISSIONERS

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

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 10:06 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 discipline of a public employee.

Upon roll call the vote was as follows:

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

Cheri Westlake, Clerk, Eastern Division Court also present.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:37 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:37 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.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:38 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 12:26 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:26 p.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 two motions to be considered.

IN THE MATTER OF EXTENDING PROBATION FOR BRANDI LEASURE, FULL-TIME COOK/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to extend the probation for Brandi Leasure, full-time Cook at Senior Services of Belmont County, not to exceed August 21, 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING CALIESYN BRUDZINSKI AS PART-TIME 911 DISPATCHER

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Caliesyn Brudzinski as a part-time 911 Dispatcher at the Belmont County 911, effective August 6, 2023.

Upon roll call the vote was as follows:

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

August 2, 2023

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:27 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:27 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 9th day of August, 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