



Portage County Board of Commissioners

Meeting Minutes

449 South Meridian Street
Ravenna, OH 44266
<http://www.co.portage.oh.us>

Amy Hutchinson, Clerk
330-297-3600

Thursday, August 5, 2021

9:00 AM

Commissioners' Board Room

*The Commissioners' meeting minutes are summarized; Audio recordings and backup material are available.
Please contact the Commissioners' Office for specific details.*

The Portage County Board of Commissioners' meeting came to order with the following members present.

Attendee Name	Title	Status
Sabrina Christian-Bennett	President	Present
Anthony J. Badalamenti	Vice President	Present
Vicki A. Kline	Board Member	Present

Also attending: Diane Smith, Barb Tittle, Frank Voss, Ed Dean, Brian Ames, Office of Homeland Security and Emergency Management Director Ryan Shackelford Department of Budget and Financial Management Director Joe Harris and County Administrator Michelle Crombie

Recess: 9:00 AM

Reconvened: 9:08 AM

OFFICE OF HOMELAND SECURITY & EMERGENCY MANAGEMENT

Present: Director Ryan Shackelford

Journal Entries:

1. The Board of Commissioners approved the revised Administrative/Emergency Management Specialist job description for the Portage County Homeland Security & Emergency Management Department, including the job title change to Office Manager – Emergency Management.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

- The pay classification for this position changed from a pay grade 4 to an 8, but the minimum starting wage is less than what the current employee was making.

2. The Board of Commissioners authorized the external posting of the full time Office Manager Emergency Management, replacing Patricia Corley for Portage County Homeland Security & Emergency Management Department.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Kline, Yea; Commissioner Christian-Bennett, Yea;
Commissioner Badalamenti, Yea;

Motion Carries

3. Upon the recommendation of the County Administrator, the Board of Commissioners hereby approves authorization for Ryan Shackelford, Director of the Portage County Office of Homeland Security and Emergency Management, to sign all documents and to serve as the Authorized Agent relative to the Public Assistance Grant Program for FEMA-DR-4507-OH with Joe Harris, Director of Budget and Finance, to serve as an alternate to Director Shackelford.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

Discussion:

1. Office Manager – Emergency Management Job Description

Director Shackelford indicated there was a slight change in the draft letter that was submitted in the packet to the Ohio Emergency Management Agency to have Commissioner Christian-Bennett sign instead of County Administrator Michelle Crombie./Journal Entry.

2. American Relief Act for COVID response.

There has been a slight increase in COVID along with several requests for relief and some of the unmet needs include primary housing, but they've been able to work through the situation. In March 2020, they moved General Fund monies over to respond to COVID along with CARES and FEMA funding, as well . There currently isn't funding set aside in the event it's needed and Director Shackelford is requesting a small portion earmarked for COVID response. Chief Administrator Crombie noted Director Shackelford's request for \$20,000.

DEPARTMENT OF BUDGET & FINANCE

Present: Director Joe Harris

Resolutions:

1. The Board of Commissioners agrees to approve the Thursday, August 5, 2021 bills/ACH payments as presented by the County Auditor and reviewed by the Department of Budget and Financial Management./Resolution No. 21-0557
2. The Board of Commissioners agrees to approve the Thursday, August 5, 2021 wire transfers for health benefits as presented by the County Auditor and reviewed by the Department of Budget and Financial Management./Resolution No. 21-0558
3. The Board of Commissioners agrees to approve the Thursday, August 5, 2021 Journal Vouchers, as presented by the County Auditor and reviewed by the Department of Budget and Financial Management./Resolution No. 21-0559
4. The Board of Commissioners agrees to approve the Thursday, August 5, 2021 Then & Now Certification, as presented by the County Auditor and reviewed by the Department of Budget and Financial Management./Resolution No. 21-0560
5. The Board of Commissioners agrees to amend the General Fund 2021 Annual Appropriation Resolution No. 20-0802, adopted December 17, 2020./Resolution No. 21-0561
 - Commissioner Christian-Bennett asked Director Harris to investigate Deputy Alex Boulton to ensure there's funding for the position through the Sheriff's Office.
6. The Board of Commissioners agrees to amend the Non General Fund 2021 Annual Appropriation Resolution No. 20-0803, adopted December 17, 2020./Resolution No. 21-0562
7. Cash Advance repayment from Fund 1330, Dog and Kennel to Fund 0001 General Fund./Resolution No. 21-0563
8. Rescind Resolution No. 21-0529: Transfer from Fund 7219, WC Retro Rating Plan 2010 to Fund 7201 WC General Admin./Resolution No. 21-0564
 - This resolution was rescinded due to a procedural error.
9. Transfer from Fund 7219, WC Retro Rating Plan 2010 to Fund 7201 WC General Admin for \$140,508.49/Resolution No. 21-0565
 - This resolution was then adopted to correct the procedural error.

10. Rescind Resolution No. 21-0535 Closing of Fund 7219 WC Retro Rating Plan 2010./Resolution No. 21-0566

11. Closing of Fund 7219 WC Retro Rating Plan 2010./Resolution No. 21-0567

JOB AND FAMILY SERVICES

Present: Sue Brannon, Budget & Finance Administrator Job and Family Services

Resolution:

1. Transfer from Fund 0001 General Fund to Fund 1410 Public Assistance Fund./Resolution No. 21-0556

Ms. Brannon indicated the first payment for the cash advance was completed in July, but it was determined to be procedurally incorrect. The Board agreed Ms. Brannon should prepare a resolution to rescind and another for the proper cash advance and it would consider the motions later today.

MISCELLANEOUS ITEMS

Journal Entries:

1. The Board of Commissioners approved the July 29, 2021 regular meeting minutes.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

2. The Board of Commissioners approved the transfer of Debra Imler, Eligibility Specialist to Investigator 2, replacing Paula Baker, for Portage County Job & Family Services, effective August 23, 2021.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

3. The Board of Commissioners authorized the three-day internal posting of the full time Eligibility Specialist, replacing Debra Imler for Portage County Job & Family Services with external posting if no internal appointment is made.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

4. The Board of Commissioners accepted the resignation of Angela Cieslarski, Eligibility Specialist for Portage County Job & Family Services, effective July 30, 2021.
Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries
5. The Board of Commissioners authorized the three-day internal posting of the full time Eligibility Specialist, replacing Angela Cieslarski for Portage County Job & Family Services with external posting if no internal appointment is made.
Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries
6. The Board of Commissioners accepted the disability retirement of a Portage County Job & Family Services employee, effective March 8, 2021.
Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries
7. The Board of Commissioners authorized the three-day internal posting of the full time Eligibility Specialist, replacing Connie Hall for Portage County Job & Family Services with external posting if no internal appointment is made.
Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries
8. The Board of Commissioners agreed to the termination of Michael Smith, Custodial Worker for Portage County Job & Family Services, effective July 22, 2021.
Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Abstained: Commissioner Christian-Bennett, Yea;
Motion Carries

9. The Board of Commissioners authorized the three-day internal posting of the full time Custodial Worker, replacing Michael Smith for Portage County Job & Family Services with external posting if no internal appointment is made.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

10. The Board of Commissioners authorized the full time hire of Sonia Emerson as a Social Service Worker 3 – Group Home, replacing the position previously held by Caleb Prange, for Portage County Job & Family Services. Anticipated start date is August 16, 2021. The Board of Commissioners agree that this hire is contingent upon the applicant passing the required pre-employment testing.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

11. The Board of Commissioners accepted the resignation of Gregory Holub, Maintenance III for Portage County Maintenance Department, effective July 30, 2021.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

12. The Board of Commissioners authorized the external posting of the full time Maintenance III, replacing Gregory Holub for Portage County Maintenance Department.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

13. On July 29, 2021, the Board of Commissioners adopted a Journal Entry regarding a wage increase for Richard Gano, Safety & Administrative Support Supervisor, for Portage County Water Resources, effective June 1, 2021. The Journal Entry is being revised to clarify the wage increase for Mr. Gano is for creating a training platform for the Water Resources Department. This increase was outlined in Director Gene Roberts' memo to the Board of Commissioners, dated October 15, 2018, requesting approval to hire Mr. Gano.

Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries

14. In accordance with Section 305.30 of the Ohio Revised and this Board's Resolution 21-0396, including and limitation Part 1(A) and Part II(B) of Resolution 21-0396, the Board of Commissioners acknowledged and approved the County Administrator's approved revision of the Board of Commissioners' Table of Organization effective July 27, 2021.

Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries

15. The Board of Commissioners approved the July 2021 adjustments to the Portage County Water, Portage County Sewer, and Streetsboro Sewer billing accounts as reported on the adjustment reports submitted and reviewed by the Department of Budget and Financial Management.

Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries

16. The Board of Commissioners approved the updated Portage County Community Development Response System Process and Scoring Criteria that will provide Portage County stakeholders with structured and effective outreach, consistent points of contact, project evaluation, funding identification and project implementation assistance as presented by Neighborhood Development Services.

Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries

17. The Board of Commissioners signed the August 2, 2021 correspondence to the Portage County Combined General Health District, in support of the Ohio Water Pollution Control Loan Fund (WPCFL) 2022 Household Sewage Treatment System (HSTS) nomination application.

Motion: Commissioner Badalamenti
Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries

18. The Board of Commissioners agreed to move forward with Quote No. Q-8017496-7-13-2021 for an integrated audio/video streaming system for the Commissioners' Boardroom as presented by BIS Digital in the amount of \$38,054.49 for the equipment and Quote No. Q-8017624-7-20-21 for \$5,411.75 for the software as recommended by Information Technology Services Director Lloyd Alger. The Board further authorized County Administrator Michelle Crombie to sign the documents to move forward.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries

- The Clerk asked Information Technology Services for a second camera quote for the Boardroom that would be in addition to the above mentioned system.

19. The Board of Commissioners authorized the exemption of Parcel No. 05-054-00-00-080-000 for Eldon and Deborah Abbe, based upon the Contiguous Common Ownership Reduction rule and to remove all future stormwater fee assessments and to reimburse an overpayment of the storm water utility fees from the last billing period in accordance with Resolution No. 10-0776, Item 2 as recommended by Michael Marozzi, County Engineer.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries

INTERNAL SERVICES

Present: JoAnn Townend

Discussion:

1. Hills Pond Dam

The Prosecutor's Office prepared correspondence from the Board to the Hills Pond Dam (Pretty Glen) residents, noting in order to facilitate the project, the Board will need to acquire a conservation easement for a portion of their land and welcomes a discussion with any concerns or questions.

Once the letters are signed and sent, the next steps is to move forward with the appraisals.

2. WIC Columbiana County rent

The Columbiana County WIC building has been paying the same amount of rent for several years and a courtesy call was placed to Director Amy Cooper to discuss. The Board agreed it would wait to hear back from the Director Cooper before moving forward with a possible increase.

The Board further agreed Director Townend should move forward with contacting a realtor to show the Lisbon building and she also noted that it will need to be sold through the sealed bid process or by auction.

Journal Entry:

1. The Board of Commissioners signed the initial letters concerning the Hills Pond Dam (Pretty Glen) removal project to the effected landowners as presented by Internal Services Director JoAnn Townend.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

COUNTY ADMINISTRATOR

Present: Michelle Crombie

Discussion:

1. Consulting Services for oversight and compliance for American Rescue Plan funds – Request for Qualifications.

Since the requirements continue to change, Administrator Crombie suggests the Board hire a consulting firm that specializes in this type of fund usage. Commissioner Badalamenti asked if the County Commissioners' Association of Ohio was looking into this issue and Administrator Crombie noted at one time they were, but since the requirements are changing so quickly, they recommend each County hire their own. Green County, Summit County and the City of Akron have started the process. Administrator Crombie pointed out that we can utilize the funding to pay for the service. The Board agreed to move forward with the request.

Journal Entry:

1. The Board of Commissioners authorized the Internal Services to begin the process of Requests for Qualifications for consulting services for oversight and compliance for American Rescue Plan funds.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

9:41 AM In accordance with the Ohio Revised Code 121.22(G)(1), it was moved by Anthony J. Badalamenti, seconded by Vicki A. Kline that the Board of Commissioners move into executive session to consider the employment and compensation of a public employee. Also present: County Administrator Michelle Crombie. Roll call vote: Anthony J. Badalamenti, Yea; Vicki A. Kline, Yea; Sabrina Christian-Bennett, Yea;

9:45 AM Upon conclusion of the above referenced discussion, it was moved by Sabrina Christian-Bennett, seconded by Vicki A. Kline that the Board of Commissioners move out of executive session. Roll call vote: Sabrina Christian-Bennett, Yea; Vicki A. Kline, Yea; Anthony J. Badalamenti, Yea;

After exiting executive session, the Board took no action.

PLEASE ADD TO YOUR AGENDA

August 5, 2021

Resolutions:

1. Agree to accept the Surety Bond and Performance Agreement for construction of streets, storm sewer and drainage improvements for the Cranberry Creek Phase IV Subdivision in Brimfield Township (County Engineer). Documents reviewed by the Prosecutor's Office with no exception noted./Resolution No. 21-0569
2. Agree to accept the Escrow Agreement and Performance Agreement for construction of street, storm sewer and drainage improvements for the Germaine Reserve Phase I Subdivision (County Engineer). Documents reviewed by the Prosecutor's Office with no exception noted./Resolution No. 21-0570

Journal Entry:

1. The Board of Commissioners authorized the Water Resources Department to start negotiations with seven firms to enter into task order engineering services agreements to complete the Village of Mantua's Capital Improvement Plan, as presented during the Commissioners' meeting on May 6, 2021. The following are the categories of planned design work and the respective firm selected: Water Plant – IBI, Water Distribution – GPD Group, Sewer Plant – Structure Point, Sewer Collection – MS Consultants, Services as Needed – CTI, Environmental Design Group, and CT Consultants. The Water Resources Department will prepare and forward the appropriate Resolutions and Agreements for Board consideration.

Motion: Commissioner Christian-Bennett

Seconded: Commissioner Kline

All in Favor: Commissioner Christian-Bennett, Yea; Commissioner Kline, Yea;
Commissioner Badalamenti, Yea;
Motion Carries

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A motion was made by Commissioner Badalamenti to have the County Clerk of the Board of Commissioners publish a notice of the date, time and place of 2 Public Hearings in the Record Courier newspaper, which is a newspaper of general circulation for Portage County with the dates, times and places of 2 Public Hearings as follows: the afternoon of Thursday, August 12, 2021 and the evening of Tuesday, August 17, 2021. The notice shall be published in accordance with Section 5739.026 and 5741.023 of Ohio Revised Code, for the .3% sales tax.

- Commissioner Christian-Bennett explained the Board is waiting to have a discussion with the Department of Budget and Financial Management before moving forward.
- Commissioner Badalamenti had multiple discussions with Director Harris and he thought everyone else would, too.
 - In 2019, the Board knew the budget was going to be short because it didn't move forward with placing another levy on the ballot and it's time to bring it to the public.
 - .25% sales tax provided \$5.4-\$5.5 million dollars and the justification for the .3% is continued shortfalls, bringing the total up approximately an additional \$1 million dollars.
- Commissioner Christian-Bennett explained before the Board can have any public hearings, it will need to have everything in place including exact numbers and the Board is not ready.
- Commissioner Badalamenti replied it will never be there at the rate it's going.
- Commissioner Kline asked if the Board moved forward August 12th and 17th, would it go on the ballot in November and Commissioner Christian-Bennett explained it would not and to rush to do the hearings is detrimental.
- Commissioner Badalamenti noted after 4 weeks, the Board had ample time to review the information.
 - After the hearings, the tax could be voted on to impose and the public would then have the opportunity to have a referendum, if they so desired.
 - Commissioner Christian-Bennett noted the sales tax can be imposed with the right to a referendum with approval by the majority of the Board.
- Commissioner Christian-Bennett stated she will never vote to impose a sales tax as it needs to go on the ballot.
 - The issue is the \$19 million dollar carryover that was the highest carryover in County history and then the Board go to the voters to impose a tax?
 - The Board needs to meet with Department of Budget and Financial Management in a public session and the Board asked the Department of Budget and Financial Management Director and County Administrator to review the information and provide data to substantiate the claims.
 - The .25% sales tax was to build a \$23 million dollar facility and the needs for an additional \$6 million a year is debatable.

- Additionally, the tax code needs to be determined and it will then need to be reviewed by the Tax Commission and the Auditor's Office.
- Commissioner Badalamenti explained the Board talked about \$19 million dollars and \$12 million dollars and he's unsure where the \$19 million came from and the \$12 million was false.
 - There were expenditures that weren't put into the budget such as the CORSA insurance at a cost of \$550,000.
- Commissioner Christian-Bennett explained the \$19 million was the carryover for this year and that's what the budget started with before any of the anticipated receipted revenues were entered (\$44 million) but \$52 million was certified to the budget.
- Commissioner Christian-Bennett will not be available on August 17th and she requests the Board not hold this meeting without her and she would like to hear a presentation from Department of Budget and Financial Management with a recommendation before moving forward.
- Commissioner Kline explained it's been very confusing and there's been a lot of numbers thrown around, but according to Director Harris' presentation, the budget is in trouble when talking about deficit spending.
 - Commissioner Christian-Bennett noted the Board has been deficit spending.
 - Commissioner Badalamenti noted it's been prior to this year, as well.
- Commissioner Badalamenti pointed out the Board cannot do any one time projects (roofs, parking lots, etc.) because there's a lack of funding.
- Commissioner Christian-Bennett asked Department of Budget and Financial Management to come back next week with a presentation and an anticipated amount for a tax.
- Commissioner Badalamenti pointed out that at the beginning of the year, it was a known fact the Sheriff's Office would run out of funding by October even if they remained status quo.
- Commissioner Christian-Bennett stated the Board funded the sales tax money for an additional year even though the sales tax was over and departments were told they needed to absorb that expense within the year.
- Commissioner Badalamenti asked when the last time the Sheriff's Office presented a true budget for the department? They've been underfunded, they don't have equipment.
 - Commissioner Christian-Bennett asked about their priorities such as vehicles, providing raises to staff and substantial increases to union contracts in lieu of purchasing body cameras.
- Commissioner Christian-Bennett noted the Board will need to look at the entire budget to see if there are areas to cut back before doing anything else.
- Commissioner Badalamenti pointed out it's absurd that Portage County doesn't have a line item budget to go through for the budget hearings and Commissioner Christian-Bennett responded there is a document Department of Budget and Financial Management can produce and Director Harris will respond accordingly during the budget hearings.
- Commissioner Christian-Bennett asked Director Harris and Administrator Crombie when they can have information to the Board on exactly where they are currently, any areas that could be adjusted and an amount the Board should focus on for an additional sales tax and Director Harris will work with Commissioner Badalamenti to prepare a budget report for the Board next week.

- Ms. Tittle mentioned an imposed tax has to be specific not for the greater good of the County's General Fund.
- Commissioner Badalamenti explained he would like the Department of Budget and Financial Management to prepare a document showing the deficits and the needs the Board is not fulfilling due to the lack of funding.
- Commissioner Christian-Bennett asked why the Board wouldn't look at where cuts could be made to the budget and Commissioner Badalamenti explained the Board has not continued to take care of the items it should have been taking care of and because of that, there are very few places where cuts can be made to get to the level the County needs. The County is not living up to the obligations necessary as Elected Officials.
- Commissioner Christian-Bennett requests forecasted information and guidance to make good quality decision about the budget.
- Commissioner Kline believes Director Harris presented the information and Commissioner Christian-Bennett requests more detail – a forecast and suggested ways to resolve the problem.
- Commissioner Kline noted the Commissioners can't tell a department where to cut and Commissioner Christian-Bennett explained the Board needs to hear the options.
- Commissioner Kline pointed out that after August 12th, the Board should be able to decide the next step and Commissioner Christian-Bennett stated depending on the recommendation is how the Board moves forward.
- Commissioner Christian-Bennett reported the Board needs a unified message and the facts.
- Commissioner Badalamenti would like to see the \$19 million and the \$12 million that Commissioner Christian-Bennett referenced as a carryover.
- Ms. Tittle pointed out the Board can't go to a Public Hearing without specific answers to questions.
- Commissioner Christian-Bennett noted in response to Commissioner Badalamenti's comment about the Board knowing the shortfall in 2019, she was only one vote and couldn't move forward by herself to put this issue on the ballot. Commissioner Kline explained the Board was never shown why it was needed back in 2019 and Commissioner Christian-Bennett explained the former Budget Director Todd Bragg told the Board many times that positions funded with sales tax money needed to end if the Department's budget couldn't absorb the cost.
- Commissioner Kline pointed out if the funding was not certified, it cannot be appropriated and Christian-Bennett noted \$8 million was certified. Anticipate receipts are \$44 million, the certified amount was \$52,000 and that reduced the \$19 million to \$12 million.
- Director Harris asked if the Board wanted the \$700,000 to continue to be funded to the Sheriff's Office into next year's budget due to loss of the sales tax revenue and Commissioner Kline pointed out he would have to keep that funding or lay people off.
- Commissioner Badalamenti reiterated the fact that the Sheriff's Office was in funding deficit before the new Sheriff even came into office and Commissioner Christian-Bennett pointed out the Sheriff's Office continues to increase the deficit. The plan was for the Sheriff to absorb the loss of sales tax funding or he needed to start the layoff process and had a year to do it, but his budget continues to increase and there's no absorption of the \$700,000.

- Commissioner Badalamenti asked if the Sheriff is doing something illegal, immoral or downright ridiculous or is he trying to get the Office to ground zero so it functions as a true Sheriff's Office? They are hurting for personnel already.
- The Department of Budget and Financial Management will return with a presentation next week for an hour presentation to the Board.
- Commissioner Kline asked if the Sheriff's Department is truly where it needs to be and Commissioner Badalamenti stated the Board's been told they are not and Commissioner Christian-Bennett responded other Elected Officials would say the same thing. Commissioner Christian-Bennett explained it all boils down to how much we can afford and Commissioner Badalamenti noted it also includes what does the County expect to have from the Departments.

The Clerk reminded the Board there's a motion on the floor and Commissioner Badalamenti requested the Board move forward with a vote, but after receiving no second to the motion, the motion died for lack of second and Commissioner Badalamenti withdrew his motion.

JOB AND FAMILY SERVICES

Present: Sue Brannon, Budget & Finance Administrator Job and Family Services

1. Rescind Resolution No. 21-0519 Partial Cash Advance Repayment from Fund 1415, Child Welfare Special Levy Fund to Fund 0001 General Fund./Resolution No. 21-0571
 - This resolution is being rescinded due to incorrect project codes as noted by the County Auditor's Office.
2. Partial Cash Advance from Fund 1415, Child Welfare Special Levy Fund to Fund 0001 General Fund./Resolution No. 21-0572

PUBLIC COMMENT

Present: Brian Ames

Mr. Ames commented on the sales tax levy discussion and the possibility of the general public rejecting it. When you add resources, the demand will always exceed the resources you have. The Board needs to consider whether the public can even afford another tax, what happens if it's rejected? The public isn't even being considered – people can't afford their medications and now they're going to be asked to pay more in sales tax? Every time a department indicated they need more funding to run their department, more taxes. Many citizens have less income than they did with the previous round of sales tax. Mr. Ames believes there will be a lot of resistance to another tax and he recommends the Board not only listen to the people who want the money, to listen to the people who are going to provide that money – the taxpayer. The Board needs to consider what to do if it doesn't get the money.

Recessed: 10:44 AM

Reconvened: 11:01 AM

Commissioner Christian-Bennett noted the Board will meet briefly on Thursday, August 26, 2021 to handle routine items. The Board will also cancel meetings the week of August 16th as Commissioner Christian-Bennett will be on vacation and Commissioner Badalamenti will be in CCAO training.

PUBLIC COMMENT

Present: County Treasurer Brad Cromes

Treasurer Cromes shared his concerns with the Board about the new variant outbreak of COVID (Delta strain) and asked about the Board's plan for masking in County buildings. Commissioner Christian-Bennett explained the Board is a direct branch of the State government and will follow the Governor's orders but since there isn't a mask mandate in Ohio, the Board will not require them for buildings under its authority. Commissioner Christian-Bennett went on to say if people feel more comfortable wearing a mask in County buildings, they are welcome to continue the practice. Commissioner Badalamenti noted at this time, the Board is not requiring masks and Treasurer Cromes replied surrounding Counties and Health Departments are encouraging mask wearing regardless of vaccination status and a press release or something from the Commissioners would be helpful. Commissioner Christian-Bennett noted the circumstance remains status quo, but people have the right to continue to wear masks but he can mandate that they are worn for his department as an Elected Official and Treasurer Cromes agreed he will continue the practice. Commissioner Kline shared that she is in one of the groups that is a higher risk and Commissioner Badalamenti explained everyone will need to move forward how they feels comfortable.

Recessed: 11:09 AM

Reconvene: 12:10 PM

PALMER ENERGY / CCAO

Present: Bob Snavely, John Leutz and Kirk Mizerek

Mr. Snavely presented the refreshed Request for Proposal results from the top 2 providers for electric facilities – Dynegy and Engie and the price increased based on the market. Estimated Annual Cost Savings versus current contract rates without capacity are as follows: Dynegy \$151,000 and Engie \$135,000. It is not recommended to wait to see if the price reduces as it has a good chance of increasing, as well.

Mr. Snavely noted the billing technique is different with Dynegy whereby the County will receive 2 bills, a utility bill and a supply bill, which equates to 155 new bills. Director Townend noted the majority of the accounts belong to Water Resources and once the purchase order has been established, paying an additional bill is not much more effort.

The Board agreed to move forward with the agreement with Dynegy and County Administrator Crombie is authorized to sign the paperwork.

Resolution:

1. Approving and executing the supply agreement regarding energy purchasing program of the County Commissioners Association of Ohio (CCAO) Service Corporation for an Energy Supply Agreement with **Dynegy** for a term beginning with the October 2021 billing period through May 2024 billing period/Resolution No. 21-0568

Commissioner Christian-Bennett asked Mr. Leutz if the Board a direct operation under the State of Ohio and Mr. Leutz noted Ohio law requires a pandemic to be declared, which comes from the Governor's Office and short of a pandemic being declared, it's optional for the Board to decide how it moves forward with masks. The Commissioners are agents of the state as the state sets policy and if it's not in the Ohio Revised Code, a County cannot do it.

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**RESOLUTION NO. 21-0556 - RE: TRANSFER FROM FUND 0001, GENERAL
FUND TO FUND 1410, PUBLIC
ASSISTANCE FUND**

It was moved by Anthony J. Badalamenti, seconded by Vicki A. Kline that the following resolution be adopted:

WHEREAS, the Portage County Board of Commissioners are mandated to provide payment of the county share of public assistance expenditures in accordance with section 5101.161 of the Ohio Revised code; and

WHEREAS, it is necessary to do a transfer of the mandated share funds from the General Fund; now therefore be it

RESOLVED, that the following transfer of funds be made in the amount of \$31,425.42 for the month of August 2021 as reviewed and recommended by the Department of Job & Family Services:

FROM:

FUND 0001, COUNTY GENERAL FUND

ORGCODE - 00100009

Debit Expense Account

Object: 910000 – Transfer Out

\$31,425.42

TO:

FUND 1410. PUBLIC ASSISTANCE FUND

ORGCODE - 14100512

Revenue Account

Object: 280000 – Transfer In

Project: NONE

\$31,425.42

that the County Auditor is hereby requested to make said transfer by Journal Entry, and that a certified copy of this resolution be filed with the Portage County Auditor, the Portage County Job & Family Services and the Department of Budget and Financial Management; and be it further

Roll call vote as follows:

**RESOLUTION No. 21-0557 - RE: BILLS APPROVED AND CERTIFIED TO THE
PORTAGE COUNTY AUDITOR FOR
PAYMENT.**

RESOLVED, that the bills were approved and certified to the County Auditor for payment, contingent upon the review of the Portage County Board of Commissioners, Department of Budget and Financial Management, Department of Internal Services or other designee on August 5, 2021 in the total payment amount of **\$350,427.34, including late fees finance charges, interest & penalties amounting to \$11.09 for Funds 0001-8299** as set forth in the Accounts Payable Warrant Report on file in the office of the Portage County Auditor; and be it further

Roll call vote as follows:

0361

**RESOLUTION NO. 21-0558 - RE: WIRE TRANSFER APPROVED AND
CERTIFIED TO THE PORTAGE COUNTY
AUDITOR FOR PAYMENT.**

It was moved by Anthony J. Badalamenti, seconded by Vicki A. Kline that the following resolution be adopted:

RESOLVED, that the bills were approved and certified to the County Auditor for payment, contingent upon the review of the Portage County Board of Commissioners, Department of Budget and Financial Management, Department of Internal Services or other designee on August 5, 2021 in the total payment amount as follows:

1. \$485,819.09 to Medical Mutual - Claims
2. \$1,015.65 to Medical Mutual – Flex Admin
3. \$3,451.37 to Medical Mutual – Flex Claims; and

as set forth in the Accounts Payable Warrant Report on file in the office of the Portage County Auditor; and be it further

RESOLVED, that the Board of Commissioners authorizes the wire transfer for the charges relating to health benefits, as presented by the Portage County Auditor's Office:

Wire Transfer on Friday, August 6, 2021	\$ 485,819.09
Wire Transfer on Friday, August 6, 2021	\$ 1,015.65
Wire Transfer on Friday, August 6, 2021	\$ 3,451.37

and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call vote as follows:

Vicki A. Kline, Yea; Sabrina Christian-Bennett, Yea; Anthony J. Badalamenti, Yea;

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RESOLUTION NO. 21-0559**- RE: APPROVAL OF JOURNAL
VOUCHERS/ENTRIES.**

It was moved by Anthony J. Badalamenti, seconded by Vicki A. Kline that the following Resolution be adopted:

WHEREAS, the Ohio Revised Code requires that warrants be approved by the Board of Commissioners prior to their issuance; and

WHEREAS, there are other similar financial transactions defined as journal vouchers/entries that are dissimilar in that they are used to pay for charges for services from one county department and/or fund to another department and/or fund and thus are processed in lieu of issuing a warrant; and

WHEREAS, the Journal Vouchers/Entries are recommended by the County Auditor's Office for review and approval by the Board of Commissioners; now therefore be it

RESOLVED, that the Board of Commissioners approves the following Journal Vouchers/Entries, as presented by the County Auditor's Office:

8/5/21	2	52,094.60
8/5/21	10	9,266.17
8/5/21	164	31,248.39
8/5/21	201	846.39
8/5/21	202	7,548.70
8/5/21	246	9,364.00
8/5/21	251	6,820.00
Total		\$117,188.25

; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call vote as follows:

Vicki A. Kline, Yea;

Sabrina Christian-Bennett, Yea;

Anthony J. Badalamenti, Yea;

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**RESOLUTION NO. 21-0560 - RE: ACCEPTANCE OF THEN AND NOW
CERTIFICATIONS FOR PAYMENT.**

It was moved by Anthony J. Badalamenti, seconded by Vicki A. Kline that the following resolution be adopted:

- WHEREAS,** Ohio Revised Code Section 5705.41 (D)(1) authorizes the expenditure of moneys, provided a certificate of the County Auditor is supplied stating that there was at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances (Then and Now Certification); and
- WHEREAS,** the Then and Now Certification is recommended by the State Auditor's Office, the Portage County Auditor's Office, and the Portage County Prosecutor's Office; and
- WHEREAS,** a listing of expenditures has been certified by the County Auditor according to Ohio Revised Code section 5705.41 (D)(1); now therefore be it
- RESOLVED,** that the expenditures listed are properly certified by the County Auditor in the amount of **\$56,122.61** dated **August 5, 2021** shall be paid; and be it further
- RESOLVED,** that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call vote as follows:

Vicki A. Kline, Yea; Sabrina Christian-Bennett, Yea; Anthony J. Badalamenti, Yea;

EXHIBIT A

JANET ESPOSITO, AUDITOR
Portage County Auditor's Office
449 S. Meridian Street, Ravenna, Ohio 44266

EXHIBIT A

Phone (330) 297-3561

DATE: 8-5-21

THEN AND NOW CERTIFICATE

It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certificate the amounts shown below required to meet the contract or order have been lawfully appropriated for such purpose. These amounts are in the county treasury or in the process of collection to the credit of the indicated funds free from any obligation or certification now outstanding.

Portage County Auditor

Date _____

[illegible]

COMMISSIONERS RESOLUTION #

DATE: 8/5/21

*COMMISSIONERS

PAGE TOTAL 370.00

GRAND TOTAL

JANET ESPOSITO, AUDITOR
Portage County Auditor's Office
449 S. Meridian Street, Ravenna, Ohio 44266

EXHIBIT A

Phone (330) 297-3561

DATE: 8-5-21**THEN AND NOW CERTIFICATE**

It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certificate the amounts shown below required to meet the contract or order have been lawfully appropriated for such purpose. These amounts are in the county treasury or in the process of collection to the credit of the indicated funds free from any obligation or certification now outstanding.

Portage County Auditor

Date

VENDOR	INV. DATE	P.O. DATE	DEPT	AMOUNT	*REASON
Gabes	4-7-18	1-19-21	JFS	150.00	
Lindson, N	10-1-21	11-19-21	BOC	179.28	
Command Presence	7-12-21	7-22-21	Sheriff	390.00	
Onio Tal. Ctr Assoc	7-13-21	7-22-21	"	200.00	
Total ID	12-28-21	7-27-21	"	2160.00	
West Branch Marina	7-3-21	7-7-21	"	141.99	
Eastwood-2	7-15-21	7-21-21	Admstr Prov	1200.00	
IT Consult	8-31-21	7-21-21	W.F.	720.00	
Kurkey	7-15-21	7-21-21	WR	125.00	
Intervit	7-20-21	8-2-21	Dog Warden	750.00	
Educare	8-31-20	1-15-21	JFS	3628.00	
Clemans-Nelson-2	7-8-21	8-2-21	BOC	360.00	

COMMISSIONERS RESOLUTION #

210560

DATE: 8/5/21

*COMMISSIONERS

PAGE TOTAL 90999.83

GRAND TOTAL

EXHIBIT A

Phone (330) 297-3561

DATE: 8/5/21

THEN AND NOW CERTIFICATE

It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certificate the amounts shown below required to meet the contract or order have been lawfully appropriated for such purpose. These amounts are in the county treasury or in the process of collection to the credit of the indicated funds free from any obligation or certification now outstanding.

J. Esposito
Portage County Auditor

8-4-21
Date

VENDOR	INV. DATE	P.O. DATE	DEPT	AMOUNT	*REASON
Boat House Marine	5-7-21	7-7-21	Sheriff	471.18	
Eastwood Motel	7-21-21	7-27-21	Adult Prob	600.00	
PO Co Commissioners	1-1-21	6-22-21	JFS	32478.74	
Pine Technologies	7-20-21	7-27-21	Prosecutor	1000.00	
Bengtson Mike	6-23-21	7-27-21	IT	114.24	
PO Co Regional Planning	4-5-21	4-21-21	ENG.	1126.22	
New Directions	MAY 2021	6-4-21	JFS	5952.00	
Best Buy	7-14-21	7-15-21	JFS	1899.99	
Childscape Learn & Grow	6-7-21	6-15-21	"	693.33	
Jaqueline Huffman	7-19-21	7-26-21	"	656.00	
Friends Office -4	7-21-21	8-2-21	BOE	443.79	
"	7-23-21	7-27-21	CORNER	318.29	

COMMISSIONERS RESOLUTION # 210560

DATE: 8/5/21

PAGE TOTAL 45,792.78

*COMMISSIONERS

GRAND TOTAL 56,122.61

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RESOLUTION NO. 21-0561

**RE: AMENDMENT TO THE GENERAL FUND
2021 ANNUAL APPROPRIATION
RESOLUTION NO. 20-0802 ADOPTED
DECEMBER 17, 2020**

It was moved by Anthony J. Badalamenti, seconded by Vicki A. Kline that the following resolution be adopted:

RESOLVED, that it has become necessary to amend the General Fund 2021 Annual Appropriation in the amounts and for the purposes set forth in the enumeration shown below as reviewed and recommended by the Director of Budget & Financial Management:

					<u>Increase</u>	<u>Decrease</u>
0700	Sheriff-Child Services					
07003	Personal Services					\$ 85,000
0700	Sheriff-Road Deputies					
07003	Personal Services				\$ 85,000	
<i>Memo: Transfer former JFS Deputy to Road Deputy</i>						
0903	Veterans Services Commission					
09034	Contracted Services					\$ 50,000
09036	Capital Outlay				\$ 50,000	
<i>Memo: Transfer to purchase a new Van</i>						
Total:					\$ 135,000	\$ 135,000

; and be it further

RESOLVED, that the notes of explanation in this resolution are for informational purposes only and are not intended to restrict the expenditure of those appropriated funds to any single purpose. Such funds are for the use of all expenditures that are lawful under the approved appropriation; and be it further

RESOLVED, that a certified copy of this resolution be filed with the County Auditor, and be It further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call as Follows:

Vicki A. Kline, Yea;

Sabrina Christian-Bennett, Yea;

Anthony J. Badalamenti, Yea;

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RESOLUTION NO. 21-0562

RE: AMENDMENT TO THE NON
GENERAL FUND 2021 ANNUAL
APPROPRIATION RESOLUTION NO.
20-0803 ADOPTED DECEMBER 17,
2020

It was moved by Anthony J. Badalamenti, seconded by Vicki A. Kline that the following resolution be adopted:

RESOLVED, that it has become necessary to amend the Non General Fund 2021 Annual Appropriation in the amounts and for the purposes set forth in the enumeration shown below as reviewed and recommended by the Director of Budget & Financial Management:

			<u>Increase</u>	<u>Decrease</u>
1100	Concealed Handgun Licenses			
11003	Personal Services	\$	20,000	
11004	Contract Services	\$	40,000	
11005	Materials & Supplies	\$	40,000	
		\$	100,000	\$ -
<i>Memo: Wages, BCI Process, Weapons/Ammo</i>				
1413	JFS WIA Allocation			
14134	Contract Services	\$	190,000	
14139	Misc Expenses	\$	110,000	
		\$	300,000	\$ -
<i>Memo: Projected Need/Shared Costs</i>				
7001	Central Print Shop			
70016	Capital Outlay			\$ 1,350
70014	Contract Services	\$	1,350	
		\$	1,350	\$ 1,350
<i>Memo: Transfer to repair Printing Press</i>				
8106	Sheriff K9 Gifts			
81065	Materials & Supplies	\$	1,000	
		\$	1,000	\$ -
<i>Memo: funds for K-9 t-shirts</i>				
TOTAL MEMO BALANCE ALL AMENDMENTS:			\$ 402,350	\$ 1,350

; and be it further

RESOLVED, that the notes of explanation in this resolution are for informational purposes only and are not intended to restrict the expenditure of those appropriated funds to any single purpose. Such funds are for the use of all expenditures that are lawful under the approved appropriation; and be it further

RESOLVED, that a certified copy of this resolution be filed with the County Auditor; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call as Follows:

Vicki A. Kline, Yea; Sabrina Christian-Bennett, Yea; Anthony J. Badalamenti, Yea;

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**RESOLUTION NO. 21-0563 - RE: CASH ADVANCE REPAYMENT FROM FUND
1330, DOG & KENNEL TO FUND 0001,
GENERAL FUND**

It was moved by Anthony J. Badalamenti, seconded by Vicki A. Kline that the following resolution be adopted:

WHEREAS, the Dog Warden's Office was provided a cash advance for \$274,401.34 that was given to Fund 1330 Dog and Kennel from Fund 0001, General Fund and as of June 30, 2021, \$100,000 remains outstanding; now therefore be it

RESOLVED, that the following cash advance repayment be made in the amount of \$50,000 as recommended by the Director of Budget & Financial Management:

FROM:

FUND 1330, DOG AND KENNEL FUND

ORGCODE - 13300459

Debit Expense Account

Object 921000 – Advance Out Returns

\$ 50,000

TO:

FUND 0001, GENERAL FUND

ORGCODE - 00100002

Credit Revenue Account

Object 291000 – Advance In Repayment

\$ 50,000

;and be it further

RESOLVED, that the County Auditor is hereby requested to make said cash advance repayment by Journal Entry, and that a certified copy of this resolution be filed with the County Auditor, the Portage County Dog Warden and the Department of Budget & Financial Management, and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call vote as follows:

Vicki A. Kline, Yea; Sabrina Christian-Bennett, Yea; Anthony J. Badalamenti, Yea;

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**RESOLUTION NO. 21-0564 - RE: RESCIND RESOLUTION NO. 21-0529:
TRANSFER FROM FUND 7219, WC RETRO
RATING PLAN 2010 TO FUND 7201 WC GEN
ADMIN**

It was moved by Anthony J. Badalamenti, seconded by Vicki A. Kline that the following resolution be adopted:

WHEREAS, Resolution No. 21-0529, adopted July 22, 2021, provided a transfer from Fund 7219, WC RETRO RATING PLAN 2010 to Fund 7201 WC GENERAL ADMIN; and

WHEREAS, since a budget was not in place at the time, Resolution No. 21-0529 will need to be rescinded; now therefore be it

RESOLVED, that Resolution No. 21-0529, adopted July 22, 2021 to transfer from Fund 7219, WC RETRO RATING PLAN 2010 to Fund 7201 WC GENERAL ADMIN is hereby rescinded; and be it further

RESOLVED, that a certified copy of this resolution be filed with the County Auditor; and
be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call vote as follows:

Vicki A. Kline, Yea; Sabrina Christian-Bennett, Yea; Anthony J. Badalamenti, Yea;

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**RESOLUTION NO. 21-0565 - RE: TRANSFER FROM FUND 7219, WC RETRO
RATING PLAN 2010 TO FUND 7201 WC GEN
ADMIN**

It was moved by Anthony J. Badalamenti, seconded by Vicki A. Kline that the following resolution be adopted:

RESOLVED, that the following transfer be made in the amount of \$140,508.49 from Fund 7219 to close out the fund, as recommended by the Director of Budget and Financial Management:

FROM:

FUND 7219 WC RR 2010

ORGCODE - 72190189

Debit Expense Account

Object 910000 - Transfers-Out	\$140,508.49
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TO:

FUND 7201, WC RR P GENERAL ADMINISTRATION

ORGCODE - 72010122

Credit Revenue Account

Revenue Source 280000 - Transfers-In	\$140,508.49
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RESOLVED, that the County Auditor is hereby requested to make said transfer by Journal Entry, and that a certified copy of this resolution be filed with the County Auditor; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all

deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call vote as follows:

Vicki A. Kline, Yea; Sabrina Christian-Bennett, Yea; Anthony J. Badalamenti, Yea;

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RESOLUTION NO. 21-0566 - RE: RESCIND RESOLUTION NO. 21-0535 CLOSING OF FUND 7219 WORKERS COMPENSATION RETRO RATING PLAN 2010

It was moved by Anthony J. Badalamenti, seconded by Vicki A. Kline that the following resolution be adopted:

WHEREAS, Resolution No. 21-0535, adopted July 22, 2021, provided for a closing of Fund 7219; and

WHEREAS, since a budget was not in place at the time, Resolution No. 21-0535 will need to be rescinded; now therefore be it

RESOLVED, that Resolution No. 21-0535 adopted July 22, 2021 to Close Fund 7219, WC RETRO RATING PLAN 2010 is hereby rescinded; and be it further

RESOLVED, that a certified copy of this resolution be filed with the County Auditor, the Department of Budget and Financial Management and the Internal Service Department, and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll Call Vote as Follows:

Vicki A. Kline, Yea; Sabrina Christian-Bennett, Yea; Anthony J. Badalamenti, Yea;

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**RESOLUTION NO. 21-0567 - RE: CLOSING OF FUND 7219
WORKERS COMPENSATION RETRO
RATING PLAN 2010**

It was moved by Anthony J. Badalamenti, seconded by Vicki A. Kline that the following resolution be adopted:

- WHEREAS,** fiscal activity has ceased for Funds 7219 Workers Compensation Retro Rating Plan 2010, all payments have been made and the Treasurer's Cash Balance is \$0.00; now therefore be it
- RESOLVED,** that Fund 7219 Workers Compensation Retro Rating Plan 2010 is hereby closed; and be it further
- RESOLVED,** that a certified copy of this resolution be filed with the County Auditor, the Department of Budget and Financial Management and the Internal Service Department, and be it further
- RESOLVED,** that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll Call Vote as Follows:

Vicki A. Kline, Yea; Sabrina Christian-Bennett, Yea; Anthony J. Badalamenti, Yea;

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**RESOLUTION NO. 21-0568 - RE: APPROVING AND EXECUTING THE
SUPPLY AGREEMENT REGARDING
ENERGY PURCHASING PROGRAM
OF THE COUNTY COMMISSIONERS
ASSOCIATION OF OHIO SERVICE
CORPORATION.**

It was moved by Anthony J. Badalamenti, seconded by Vicki A. Kline that the following resolution be adopted:

- WHEREAS,** the County Commissioners Association of Ohio Service Corporation (CCAOSC) has partnered with Palmer Energy Company to help manage an electricity program for member counties; and

WHEREAS, the Board of County Commissioners of Portage County, Ohio desires to participate in the CCAOSC Energy Purchasing Programs and is in receipt of the following: Request for Proposal Results, Recommendation and Energy Supplier Agreement; and

WHEREAS, the Board has reviewed said Results, Recommendation and Supplier Agreement, together with all relevant documents submitted therewith, and fords the pertinent provisions to be as follows:

Recitals

- A. The County Commissioners Association of Ohio (CCAO), through its affiliate CCAOSC, wishes to establish a joint purchasing program under the authority of Revised Code Section 9.48 in order to assist eligible Ohio counties or boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced energy supplies through various energy purchasing programs (the "Program" or "Programs") under contractual terms favorable to Participants.
- B. Portage County is an Ohio County which is a member of CCAO and wishes to participate in the Program; now therefore be it

RESOLVED, that the Board of County Commissioners, Portage County, Ohio does hereby authorize the execution of the Energy Supply Agreement based on the competitive pricing available for a longer term, and capacity pass-through structure, the CCAOSC and Palmer Energy term beginning with the August 2021 billing period through the May 2024 billing period; and be it further

RESOLVED, that a certified copy be sent to the Internal Services Department; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

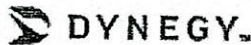
Roll call vote as follows:

Vicki A. Kline, Yea;

Sabrina Christian-Bennett, Yea;

Anthony J. Badalamenti, Yea;

EXHIBIT A



ELECTRIC SERVICE AGREEMENT
EXHIBIT A – Standard Large Stable
Issued: August 5, 2021

This offer is presented to **PORTAGE COUNTY BOARD OF COMMISSIONERS** ("Customer") by **DYNEGY ENERGY SERVICES EAST, LLC** ("Supplier") and represents a price for Customer's full requirement retail power ("Retail Power") needs at the service location(s) listed in Table 2 each service location referred to as an ("Account"). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms and Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Utility ("Utility") noted in Table 1.

Table 1					
Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):	Voluntary REC Quantity (%):
	Q-01402593	September 2021	May 2024	\$0.03968	N/A
Capacity Charge:		Pass-Thru			
Utility:		First Energy			
Regional Transmission Organization (RTO):		PJM			
Broker/Consultant (If blank, N/A):		Palmer Energy			

Power Price: Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Table 1 includes charges for energy, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the state-mandated Renewable Portfolio Standards ("RPS") requirements, if applicable, the charge for additional voluntary RECs, and scheduling and load forecasting associated with the delivery of Customer's Retail Power. **THE POWER PRICE IN TABLE 1 DOES NOT INCLUDE CHARGES FOR CAPACITY.**

Capacity Charge: Supplier will secure capacity relative to the supply of all electricity during the Term of this Agreement in accordance with the RTO business practices, policies, rules, regulations, or tariffs. Charges for capacity will appear as a separate line item on Customer's monthly invoice and shall be billed as follows:

The monthly charge will be dependent upon 1) Customer's then current capacity obligation or Capacity Peak Load Contribution ("PLC") as determined by the Utility, including any applicable Utility zoning factors, 2) the Final Zonal Capacity Prices (the "Current Capacity Rate") as determined by RTO, and 3) the number of days in the billing period.

Voluntary REC Quantity: If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary REC Quantity requested by Customer. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary REC Quantity (%) selected in Table 1.

The Parties agree and understand a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

Customer will incur additional service and delivery charges from the Utility, and Customer is solely responsible for payments of all charges related to the delivery of electricity from the Utility.

NET METERING. Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Ohio. Notwithstanding any language in this Agreement to the contrary, the electricity sold by Supplier to Customer is deemed to be "a good" for purposes of the Uniform Commercial Code of Ohio, and the parties agree that the provisions of the Uniform Commercial Code of Ohio shall apply to this Agreement.

This offer is contingent on acceptance by the Utility of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electricity.

IN WITNESS WHEREOF, subject to any of the foregoing execution conditions, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

DYNEGY ENERGY SERVICES EAST, LLC By: _____ Name: _____ Title: _____ Date: _____	PORTAGE COUNTY BOARD OF COMMISSIONERS By: <u>Michelle Cronk</u> Name: <u>Michelle Cronk</u> Title: <u>County Administrator</u> Date: <u>8/5/2021</u> **Signatory certifies authorization to enter in to this Agreement
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BILLING AND NOTICE INFORMATION	
FEIN or DUNS#: <u>944369719</u>	
<input type="checkbox"/> Check here if you are a local government entity subject to the Ohio Prompt Payment Requirements Act as defined by ORC 126.30/OAC 126-3-01	
If applicable, see Section 4 of the Terms & Conditions for below:	
<input checked="" type="checkbox"/> Check here to receive one master invoice that includes detailed usage by Account. If blank, an individual invoice for each Account will be issued.	
<input type="checkbox"/> Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.	
Invoices Attn: _____ Address: <u>449 S. Meridian St</u> E-mail: <u>Ravenna, OH 44266</u> Phone: <u>(330) 247-3614</u>	Notices Attn: <u>JOANN TOWNEND</u> Address: <u>449 S. Meridian St</u> E-mail: <u>Ravenna, OH 44266</u> Phone: <u>330 247-3614</u>
Sales Contact Name: <u>Brooke Muck</u> Address: <u>312 Walnut Street, Ste 1500</u> <u>Cincinnati, OH 45202</u> E-mail: <u>Brooke.lantry@vistraenergy.com</u> Phone: <u>(513) 762-8208</u>	Notices/Inquires Attn: <u>Customer Care</u> Address: <u>312 Walnut Street, Ste 1500</u> <u>Cincinnati, OH 45202</u> E-mail: <u>ContractLegal12@vistraenergy.com</u> Phone: <u>(800) 920-5039</u>

Upon execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to ContractLegal12@vistraenergy.com Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT
ACCOUNT INFORMATION SHEET FOR
PORTAGE COUNTY BOARD OF COMMISSIONERS AS OF 08/05/2021

TABLE 2 Utility: First Energy			
	Account #	Bill Group	Service Location
1	08006518460000366720	15	1879 Whitehall Dr, OH 44260
2	08006518460000377426	15	1594 Hawthorn St, OH 44260
3	08006518460000377427	15	1596 Hawthorn St, OH 44260
4	08006518460000452478	5	8918 State Route 14, OH 44241
5	08006518460000452514	5	8850 Stoneman Rd, OH 44241
6	08006518460000452878	6	9759 Micahel Dr, OH 44241
7	08006518460000466969	14	9501 Jefferson St, OH 44241
8	08006518460000473723	10	10336 Wellman Rd, OH 44236
9	08006518460000473724	10	10254 Wellman Rd, OH 44241
10	08006518460000491920	9	7448 State Route 43, OH 44240
11	08006518460000492522	6	623 Edmond Ave, OH 44241
12	08006518460000540179	8	8004 Infirmary Rd, OH 44266
13	08006518460000545025	1	3396 Marion Rd, OH 44266
14	08006518460000545085	1	3614 Summit Rd, OH 44266
15	08006518460000545299	9	4596 Brown Rd, OH 44272
16	08006518460000549193	1	5341 Fairhill Dr, OH 44266
17	08006518460000549431	1	5026 Lakewood Rd, OH 44272
18	08006518460000549741	10	4030 Tallmadge Rd, OH 44272
19	08006518460000550357	2	4481 Hayes Rd, OH 44266
20	08006518460000550419	2	4232 Arbeco St, OH 44266
21	08006518460000551418	4	6515 Waterloo Rd, OH 44201
22	08006518460000551656	4	6174 Waterloo Rd, OH 44201
23	08006518460000554030	3	4859 E Highland Ave, OH 44266
24	08006518460000556187	8	10314 Diagonal Rd, OH 44255
25	08006518460000556558	7	7254 State Route 14, OH 44266
26	08006518460000556757	9	4840 Sundown Trl, OH 44266

27	08006518460000556939	9	3401 Sandy Lake Rd , OH 44272
28	08006518450000557001	9	4000 Summit Rd , OH 44266
29	08006518460000561422	5	3525 State Route 59 , OH 44266
30	08006518460000561838	8	9750 Coit Rd , OH 44255
31	08006518460000561940	7	9263 Price Rd , OH 44255
32	08006518460000562399	8	2612 Brady Lake Rd , OH 44211
33	08006518460000562653	1	4236 Siefert Dr , OH 44272
34	08006518460000562704	1	4288 Sabin Dr , OH 44272
35	08006518460000959629	4	11708 State Route 88 , OH 44231
36	08006518460001316463	8	2660 Frost Rd , OH 44255
37	08006518460001322588	10	11010 Aurora Hudson Rd , OH 44241
38	08006518460001324050	8	8240 Infirmary Rd , OH 44266
39	08006518460001381743	9	3632 Lynn Rd , OH 44272
40	08006518460001389363	20	1327 1/2 Old Forge Rd , OH 44260
41	08006518460001393085	20	817 Rambling Trl , OH 44260
42	08006518460001395582	14	10030 Aurora Hudson Rd Pmp , OH 44266
43	08006518460001399763	9	4768 Melverta Dr , OH 44266
44	08006518460001399764	9	3955 Sappwood Dr , OH 44266
45	08006518460001405656	9	4838 Lakewood Rd , OH 44266
46	08006518460001405657	9	2890 Tallmadge Rd , OH 44266
47	08006518460001414776	7	5723 White Pine Dr Pmp , OH 44266
48	08006518460001419319	5	2009 Laurel Ln Lift , OH 44241
49	08006518460001423246	4	310 Ruby Ln , OH 44241
50	08006518460001424209	10	10159 Page Rd , OH 44241
51	08006518460001424626	9	5332 Herriff Rd , OH 44266
52	08006518460001445228	8	8116 Infirmary Rd , OH 44266
53	08006518460001466555	5	1635 Maplewood Dr , OH 44241
54	08006518460001470056	9	4041 August Ave Lift , OH 44272
55	08006518460001476133	1	6132 Short St Pmp , OH 44266
56	08006518460001486467	8	4589 State Route 82 Liftst , OH 44255
57	08006518460001488509	2	4440 Lynn Dr , OH 44266

58	08006518460001497053	1	3610 State Route 44 , OH 44272
59	08006518460001514933	20	3142 State Route 43 Pmp , OH 44240
60	08006518460001530775	14	10006 Aurora Hudson Rd , OH 44241
61	08006518460001542901	3	6342 Peck Rd Pmp , OH 44266
62	08006518460001552826	9	3380 Stoney Creek Cir , OH 44266
63	08006518460001554077	8	7375 Infirmary Rd , OH 44266
64	08006518465000067695	8	7607 Infirmary Rd , OH 44266
65	08006518465000069410	8	2623 Bartlett Rd , OH 44202
66	08006518465000069700	11	5376 Meadow Park Dr Pump OAL , OH 44240
67	08006518465000083899	11	5376 Meadow Park Dr Pump OAL , OH 44240
68	08006518465000143258	8	10409 Wentworth Rd , OH 44241
69	08006518465000175508	2	4395 Clover Dr Blk Lt 43 , OH 44266
70	08006518465000249112	11	2615 State Route 59 Flow Mtr , OH 44266
71	08006518465000308444	9	8840 State Route 43 , OH 44241
72	08006518465000309220	9	4973 S Prospect St , OH 44272
73	08006518465000373817	12	1001 N Aurora Rd , OH 44202
74	08006518465000389340	21	4218 State Route 43 , OH 44240
75	08006680990000440535	19	34 Howe Rd , OH 44240
76	08006680990000443933	20	82 Parlament Dr , OH 44240
77	08006680990000448019	19	662 County Highway 18 , OH 44240
78	08006680990000448078	19	3785 Grace Rd , OH 44240
79	08006680990000460740	20	1493 Fairwood Rd , OH 44240
80	08006680990000460831	20	4048 Ranfield Rd , OH 44240
81	08006680990000461346	10	2141 State Route 59 , OH 44240
82	08006680990000461357	10	1931 State Route 59 , OH 44240
83	08006680990000462164	10	1460 Page Rd , OH 44202
84	08006680990000467340	13	7279 Hudson Rd , OH 44240
85	08006680990000467365	13	995 Stewart Rd , OH 44240
86	08006680990000467370	13	1128 Ravenna Rd , OH 44240
87	08006680990000471650	9	6547 Pleasant Ave , OH 44240
88	08006680990000471879	10	6616 Westshore Dr , OH 44240

89	08006680990000478191	9	7601 State Route 43 , OH 44240
90	08006680990000478198	9	1507 Merrill Ave , OH 44240
91	08006680990000481451	9	7240 State Route 43 , OH 44240
92	08006680990000481463	9	1590 Overlook Dr , OH 44240
93	08006680990000481592	9	7602 1/2 Diagonal Rd , OH 44240
94	08006680990000488018	9	7650 West Lake Blvd Sta5 , OH 44240
95	08006680990000490699	21	5221 Cline Rd , OH 44240
96	08006680990000490996	11	2173 Summit Rd , OH 44240
97	08006680990000491882	9	7451 Diagonal Rd , OH 44240
98	08006680990000555955	8	10199 Wentworth Rd , OH 44241
99	08006680990001314941	19	918 Greenbriar Pk , OH 44240
100	08006680990001354844	10	1811 Athena Dr , OH 44240
101	08006680990001468610	21	4472 Edson Rd , OH 44240
102	08006680990001514737	21	4913 Edson Rd Pmp , OH 44240
103	08006680990001522129	11	2455 Acorn Dr Pmp , OH 44240
104	08006680990001524297	9	1369 Mockingbird Dr , OH 44240
105	08006680990001527691	19	1014 Howe Rd , OH 44240
106	08006680990001539081	9	7679 Lake Royal Blvd , OH 44240
107	08006680990001557142	1	6110 Lakewood Rd , OH 44266
108	08006680995000015924	8	10199 Wentworth Rd , OH 44241
109	08006680995000137981	11	5756 Hodgeman Ln Perm , OH 44240
110	08006680995000373357	9	5245 State Route 44 Pump , OH 44266
111	08006680995001240598	20	645 County Highway 18 , OH 44240
112	08007228670000540168	8	7988 Infirmary Rd , OH 44266
113	08007228670000540899	4	266 W Harris St , OH 44266
114	08007228670000540903	4	465 S Meridian St , OH 44266
115	08007228670000540914	4	423 W Meridian St , OH 44266
116	08007228670000543014	4	203 W Main St , OH 44266
117	08007228670000543105	4	460 Chestnut St , OH 44266
118	08007228670000543277	4	241 S Chestnut St , OH 44266
119	08007228670000561680	5	3480 State Route 59 , OH 44266

120	08007228670001339076	4	209 S Chestnut St HSM , OH 44266
121	08007228670001349661	4	209 S Chestnut St S201 , OH 44266
122	08007228670001360934	4	219 S Chestnut St , OH 44266
123	08007228670001365846	4	209 S Chestnut St S204 , OH 44266
124	08007228670001377595	4	209 S Chestnut St S301 , OH 44266
125	08007228670001388356	4	209 S Chestnut St S306 , OH 44266
126	08007228670001443473	4	209 S Chestnut St S200 , OH 44266
127	08007228670001476695	14	7876 Lincole Pl B , OH 44432
128	08007228670001557710	4	209 S Chestnut St 4th Fl , OH 44266
129	08007228675000317796	1	3042 State Route 59 , OH 44266
130	08007228675000318797	2	000141 Spruce St Lights , OH 44266
131	08007228675000318799	4	115 E Spruce St Lights , OH 44266
132	08007228675000325091	11	5409 Powermill Rd , OH 44240
133	08020960160001518993	19	4581 Mogadore Rd , OH 44240
134	08020960165000268888	10	2118 Frost Rd , OH 44241
135	08020960165000289602	10	2368 Fox Hollow Dr , OH 44260
136	08020960165000290785	10	2005 Autumn Ridge Dr Pump , OH 44241
137	08020960165000317571	10	2355 1/2 State Route 44 , OH 44201
138	08021214575000076981	8	9640 Coit Rd , OH 44255
139	08021214575000342525	4	418 S Chestnut St Gate , OH 44266
140	08021214575000384267	4	466 S Chestnut St , OH 44266
141	08021214575001252852	10	303 E Main St , OH 44240
142	08021705730000540220	8	8240 Infirmary Rd , OH 44266
143	08021708460001415544	8	8240 Infirmary Rd , OH 44266
144	08021881700000552967	3	6605 State Route 5 , OH 44266
145	08028714375000069766	10	2053 State Route 44 , OH 44201
146	08028714375000289945	9	7780 Diagonal Rd , OH 44240
147	08031842525000123785	5	8505 Diagonal Rd , OH 44241
148	08031842525000159870	19	736 Howe Rd , OH 44240
149	08031842525000263146	20	3959 Oakwood Dr , OH 44240
150	08031842525000318697	1	1506 State Route 44 , OH 44201

151	08031842525000362081	1	4093 Fairground Rd Sewer , OH 44201
152	08031842525000364034	21	1930 Tallmadge Rd Pump , OH 44240
153	08031842525000372787	6	3345 Winchell Rd , OH 44255
154	08051933170001353489	4	209 S Chestnut St S203 , OH 44266

**ELECTRIC SERVICE AGREEMENT
GENERAL TERMS AND CONDITIONS**

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. ELECTRIC ENERGY SERVICES

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Utility's ("Utility") distribution system ("Delivery Point"). Customer's Utility will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the Utility's distribution system is subject to the terms and conditions of the Utility's tariff relating to delivery and metering. Customer's Utility will send Customer a notice confirming the switch to Supplier for electricity (the "Confirmation"). Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the Utility whether billed to Supplier or Customer. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

2. TERM OF AGREEMENT

After Supplier and the Utility process Customer's enrollment request, Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 on Exhibit A ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. MONTHLY RENEWAL

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may in its sole discretion place Customer on Renewal Term service or

Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. PAYMENTS/INVOICES

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the Utility as soon as practicable after the end of each Monthly Billing Cycle in which service was provided. Each Invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within twenty-one (21) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by Utility, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the Utility's delivery service charges, in which case the Due Date shall be reduced to fourteen (14) days. All payments shall be made via an electronic method or check, to the account specified on each invoice. Should the Utility fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill, to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith, disputes the correctness of any invoice rendered under this Agreement then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, Business Day shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and Calendar Day shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays.

Alternatively, if eligible, Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility, at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make

payments to Supplier in the terms described above in Supplier billing.

If Customer is a state government entity as defined by its local government Prompt Payment Requirements Act indicated in Exhibit A, then in such event said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. CUSTOMER INFORMATION

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve (12) month period without charge, up to twenty-four (24) months of Customer's payment history.

6. TAXES

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power sold under this Agreement are the sole responsibility of Customer. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

7. CREDIT

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 14. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition, the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 14.

8. CONFIDENTIALITY

Subject to Ohio's Public Records Law, Ohio Revised Code Section 149.43, Customer and Customer's agents and

Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

9. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims to the delivery point. **THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE.** UTILITY WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE UTILITY OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.

10. FORCE MAJEURE

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming

Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to, acts of God; fire; flood; earthquake; war; riots; strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

11. CHANGE IN LAW OR REGULATORY EVENT

In the event that any change in or enactment of any rule, regulation, Utility operating procedure, tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation under this Agreement (including but not limited to any administrative ruling, interpretation, or judicial decision), or any new or increased charges to maintain system reliability affects Supplier's costs to deliver Retail Power, as determined in Supplier's reasonable discretion (a "Change in Law"), Supplier shall, 1) provide written notice to Customer of the change; 2) specify the effect on price necessary to accommodate the Change in Law, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period. Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

12. ASSIGNMENT/CUSTOMER NAME CHANGE

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement. If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the Utility and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the Utility to continue as Supplier's customer or to re-enroll with Supplier.

13. WAIVER

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. EVENTS OF DEFAULT

Definition: An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of

any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive,); If such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice by Supplier to Customer; (d) such Party (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), or (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 7 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements/collateral requirement set forth in Section 7 of this Agreement (each, an "Event of Default").

Suspension and Early Termination: If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement ("Early Termination"), at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus, the positive difference (if any) of the Power Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Power Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term. Any such calculation shall be discounted to present

value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 9 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The Non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

15. MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

16. FORWARD CONTRACT/NON-UTILITY ACKNOWLEDGEMENT

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code. Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

17. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights

or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal cost. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

18. EXECUTION

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

19. CHANGES IN CONSUMPTION

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement. During the Term of this Agreement, Customer may add or remove up to ten percent (10%) of contracted volume at no additional cost incurred by the Customer.

20. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Customer Care Department by calling Supplier at the toll free number listed on the Notices Schedule. To report a service outage in an emergency or for any other questions, please contact your Utility directly.

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RESOLUTION NO. 21-0569

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**RE: AGREE TO ACCEPT THE SURETY BOND
AND PERFORMANCE AGREEMENT FOR
CONSTRUCTION OF STREET, STORM
SEWER AND DRAINAGE IMPROVEMENTS
FOR THE CRANBERRY CREEK PHASE IV
SUBDIVISION IN BRIMFIELD TOWNSHIP.**

It was moved by Sabrina Christian-Bennett, seconded by Vicki A. Kline that the following Resolution be adopted:

RESOLVED, that, upon the recommendation of the Portage County Engineer and the Portage County Prosecutor's Office, the Board of Portage County Commissioners does hereby agree to accept the Surety Bond and the Performance Agreement for the construction of street, storm sewer and drainage improvements for the Cranberry Creek Phase IV Subdivision in Brimfield Township, and be it further

RESOLVED, that said Surety bond is between Cranberry Farms, LLC (owner/developer) and Lexon Insurance Company, in the full and just sum of Ninety Seven Thousand Forty-Three and 98/100 (\$97,043.98) for the benefit of Portage County; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll Call Vote as Follows:

Vicki A. Kline, Yea;

Sabrina Christian-Bennett, Yea;

Anthony J. Badalamenti, Yea;

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RESOLUTION NO. 21-0570

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**RE: AGREE TO ACCEPT THE ESCROW
AGREEMENT AND PERFORMANCE
AGREEMENT FOR CONSTRUCTION OF
STREET, STORM SEWER AND DRAINAGE
IMPROVEMENTS FOR THE GERMAINE
RESERVE PHASE I SUBDIVISION IN
FRANKLIN TOWNSHIP.**

It was moved by Sabrina Christian-Bennett, seconded by Vicki A. Kline that the following Resolution be adopted:

- RESOLVED,** that, upon the recommendation of the Portage County Engineer and the Portage County Prosecutor's Office, the Board of Portage County Commissioners does hereby agree to accept the Escrow Agreement and the Performance Agreement for the construction of street, storm sewer and drainage improvements for the Germaine Reserve Phase I Subdivision in Franklin Township, and be it further
- RESOLVED;** that said agreement is between Newcomer Partners, LLC (owner/developer) and Huntington Bank, in the full and just sum of Sixty Seven Thousand Eighty and 75/100 (\$67,080.75); and be it further
- RESOLVED,** the Board of Commissioners sign the Escrow Agreement, as approved by the Portage County Prosecutor's Office; and be it further
- RESOLVED,** that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll Call Vote as Follows:

Vicki A. Kline, Yea; Sabrina Christian-Bennett, Yea; Anthony J. Badalamenti, Yea;

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**RESOLUTION NO. 21-0571 - RE: RESCIND RESOLUTION 21-0519 ADVANCE
PARTIAL REPAYMENT FROM FUND 1415,
CHILD WELFARE SPECIAL LEVY FUND TO
FUND 0001 GENERAL FUND,**

It was moved by Anthony J. Badalamenti, seconded by Vicki A. Kline that the following resolution be adopted:

- WHEREAS,** Advance Partial Repayment Resolution #21-0519 dated 7/22/21 be rescinded due to incorrect Object codes per the Portage County Auditor's Office
- RESOLVED,** Resolution # 21-0519 be rescinded; and be it further
- RESOLVED,** that a certified copy of this resolution be filed with the County Auditor; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call vote as follows:

Vicki A. Kline, Yea; Sabrina Christian-Bennett, Yea; Anthony J. Badalamenti, Yea;

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**RESOLUTION NO. 21-0572 - RE: ADVANCE PARTIAL REPAYMENT FROM
FUND 1415, CHILD WELFARE SPECIAL
LEVY FUND TO FUND 0001 GENERAL
FUND,**

It was moved by Anthony J. Badalamenti, seconded by Vicki A. Kline that the following resolution be adopted:

WHEREAS, the Portage County Job & Family Services has entered into a repayment plan for cash advances provided 9/3/20 Resolution 20-0537, 1/28/21 Resolution 21-0078 and 5/27/21 Resolution 21-0394; and

WHEREAS, the first payment has come due to partially repay the cash advance given in Resolution 21-0078 on 1/28/21; now therefore be it

RESOLVED, that the following transfer be made in the amount of \$26,500.00 as requested by Portage County Job and Family Services

CREDIT:

FUND 0001, COUNTY GENERAL FUND

ORGCODE – 00100002

Expense Account

Object: 291000 – Cash Advance Out Returns \$26,500.00

DEBIT:

FUND 1415, CHILD WELFARE SPECIAL LEVY

ORGCODE - 14150519

Revenue Account

Object: 921000 – Advance Out Returns

Project NONE \$26,500.00

; and be it further

OH with Joe Harris, Director of Budget and Finance, to serve as an alternate to Director Shackelford.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

4. The Board of Commissioners signed the initial letters concerning the Hills Pond Dam (Pretty Glen) removal project to the effected landowners as presented by Internal Services Director JoAnn Townend.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

5. The Board of Commissioners authorized the Internal Services to begin the process of Requests for Qualifications for consulting services for oversight and compliance for American Rescue Plan funds.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

6. The Board of Commissioners approved the transfer of Debra Imler, Eligibility Specialist to Investigator 2, replacing Paula Baker, for Portage County Job & Family Services, effective August 23, 2021.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

7. The Board of Commissioners authorized the three-day internal posting of the full time Eligibility Specialist, replacing Debra Imler for Portage County Job & Family Services with external posting if no internal appointment is made.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

8. The Board of Commissioners accepted the resignation of Angela Cieslarski, Eligibility Specialist for Portage County Job & Family Services, effective July 30, 2021.
Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries
9. The Board of Commissioners authorized the three-day internal posting of the full time Eligibility Specialist, replacing Angela Cieslarski for Portage County Job & Family Services with external posting if no internal appointment is made.
Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries
10. The Board of Commissioners accepted the disability retirement of a Portage County Job & Family Services employee, effective March 8, 2021.
Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries
11. The Board of Commissioners authorized the three-day internal posting of the full time Eligibility Specialist, replacing Connie Hall for Portage County Job & Family Services with external posting if no internal appointment is made.
Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries
12. The Board of Commissioners agreed to the termination of Michael Smith, Custodial Worker for Portage County Job & Family Services, effective July 22, 2021.
Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Abstained: Commissioner Christian-Bennett, Yea;
Motion Carries

13. The Board of Commissioners authorized the three-day internal posting of the full time Custodial Worker, replacing Michael Smith for Portage County Job & Family Services with external posting if no internal appointment is made.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

14. The Board of Commissioners authorized the full time hire of Sonia Emerson as a Social Service Worker 3 – Group Home, replacing the position previously held by Caleb Prange, for Portage County Job & Family Services. Anticipated start date is August 16, 2021. The Board of Commissioners agree that this hire is contingent upon the applicant passing the required pre-employment testing.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

15. The Board of Commissioners accepted the resignation of Gregory Holub, Maintenance III for Portage County Maintenance Department, effective July 30, 2021.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

16. The Board of Commissioners authorized the external posting of the full time Maintenance III, replacing Gregory Holub for Portage County Maintenance Department.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;

Motion Carries

17. On July 29, 2021, the Board of Commissioners adopted a Journal Entry regarding a wage increase for Richard Gano, Safety & Administrative Support Supervisor, for Portage County Water Resources, effective June 1, 2021. The Journal Entry is being revised to clarify the wage increase for Mr. Gano is for creating a training platform for the Water Resources Department. This increase was outlined in Director Gene Roberts' memo to the Board of Commissioners, dated October 15, 2018, requesting approval to hire Mr. Gano.

Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries

18. In accordance with Section 305.30 of the Ohio Revised and this Board's Resolution 21-0396, including and limitation Part 1(A) and Part II(B) of Resolution 21-0396, the Board of Commissioners acknowledged and approved the County Administrator's approved revision of the Board of Commissioners' Table of Organization effective July 27, 2021.

Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries

19. The Board of Commissioners approved the July 2021 adjustments to the Portage County Water, Portage County Sewer, and Streetsboro Sewer billing accounts as reported on the adjustment reports submitted and reviewed by the Department of Budget and Financial Management.

Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries

20. The Board of Commissioners approved the updated Portage County Community Development Response System Process and Scoring Criteria that will provide Portage County stakeholders with structured and effective outreach, consistent points of contact, project evaluation, funding identification and project implementation assistance as presented by Neighborhood Development Services.

Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
Commissioner Christian-Bennett, Yea;
Motion Carries

21. The Board of Commissioners signed the August 2, 2021 correspondence to the Portage County Combined General Health District, in support of the Ohio Water Pollution Control Loan Fund (WPCFL) 2022 Household Sewage Treatment System (HSTS) nomination application.

Motion: Commissioner Badalamenti
Seconded: Commissioner Kline
All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;

Commissioner Christian-Bennett, Yea;
Motion Carries

22. The Board of Commissioners agreed to move forward with Quote No. Q-8017496-7-13-2021 for an integrated audio/video streaming system for the Commissioners' Boardroom as presented by BIS Digital in the amount of \$38,054.49 for the equipment and Quote No. Q-8017624-7-20-21 for \$5,411.75 for the software as recommended by Information Technology Services Director Lloyd Alger. The Board further authorized County Administrator Michelle Crombie to sign the documents to move forward.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
 Commissioner Christian-Bennett, Yea;

Motion Carries

23. The Board of Commissioners authorized the exemption of Parcel No. 05-054-00-00-080-000 for Eldon and Deborah Abbe, based upon the Contiguous Common Ownership Reduction rule and to remove all future stormwater fee assessments and to reimburse an overpayment of the storm water utility fees from the last billing period in accordance with Resolution No. 10-0776, Item 2 as recommended by Michael Marozzi, County Engineer.

Motion: Commissioner Badalamenti

Seconded: Commissioner Kline

All in Favor: Commissioner Badalamenti, Yea; Commissioner Kline, Yea;
 Commissioner Christian-Bennett, Yea;

Motion Carries

24. The Board of Commissioners authorized the Water Resources Department to start negotiations with seven firms to enter into task order engineering services agreements to complete the Village of Mantua's Capital Improvement Plan, as presented during the Commissioners' meeting on May 6, 2021. The following are the categories of planned design work and the respective firm selected: Water Plant – IBI, Water Distribution – GPD Group, Sewer Plant – Structure Point, Sewer Collection – MS Consultants, Services as Needed – CTI, Environmental Design Group, and CT Consultants. The Water Resources Department will prepare and forward the appropriate Resolutions and Agreements for Board consideration.

Motion: Commissioner Christian-Bennett

Seconded: Commissioner Kline

All in Favor: Commissioner Christian-Bennett, Yea; Commissioner Kline, Yea;
 Commissioner Badalamenti, Yea;

Motion Carries

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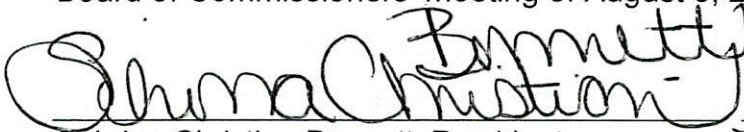
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Motion: by Commissioner Christian-Bennett, seconded by Commissioner Kline that the Board adjourn the Meeting of **August 5, 2021 at 12:29 PM**

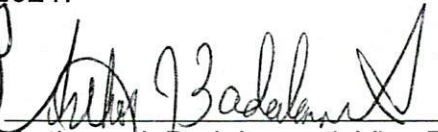
All in Favor: Commissioner Christian-Bennett, Yea; Commissioner Kline, Yea; Commissioner Badalamenti, Yea;

Motion Carries

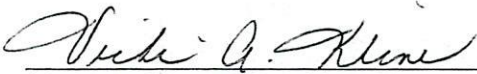
We do hereby certify that the foregoing is a true and correct record of the Portage County Board of Commissioners' meeting of August 5, 2021.



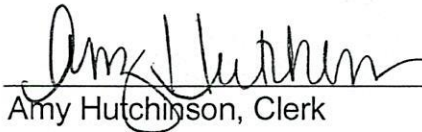
Sabrina Christian-Bennett, President



Anthony J. Badalamenti, Vice President



Vicki A. Kline, Board Member



Amy Hutchinson, Clerk