

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, J. P. Dutton and Jerry Echemann, Commissioners and Bonnie Zuzak, Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue her warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,085,758.28

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the following transfers within fund for the following funds:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0052-A001-A92.001 Contract Services	E-0055-A004-B19.000 County Buildings	\$99,321.90
E-0057-A006-F08.000 Other Expenses	E-0057-A006-F01.002 Salaries-Employees	\$3,000.00
E-0131-A006-A04.002 Road-Salaries	E-0131-A006-A03.002 Jail-Salaries	\$97,000.00
E-0256-A014-A06.000 Group and Liability	E-0021-A002-E02.002 Salaries Employees	\$35,800.00
E-0256-A014-A06.000 Group and Liability	E-0054-A006-F07.000 Other Expenses	\$6,000.00
E-0256-A014-A06.000 Group and Liability	E-0056-A006-E01.002 Salaries-Employees	\$121,000.00
E-0256-A014-A06.000 Group and Liability	E-0056-A006-E04.011 Contract Services	\$22,961.66
E-0257-A017-A00.000 Contingencies	E-0056-A006-E04.011 Contract Services	\$4,038.34
E-0257-A017-A00.000 Contingencies	E-0131-A006-A08.000 Food	\$135,000.00
E-0257-A017-A00.000 Contingencies	E-0131-A006-A12.000 Travel-Gasoline	\$45,000.00
E-0257-A017-A00.000 Contingencies	E-0131-A006-A16.000 Other Expenses	\$3,000.00
E-0257-A017-A00.000 Contingencies	E-0131-A006-A25.000 Housing of Prisoners	\$176,000.00

H05 WORKFORCE DEVELOPMENT FUND/BCDJFS

FROM	TO	AMOUNT
E-2600-H005-H02.000 Out of School Youth	E-2600-H005-H01.000 In-School Youth	\$75,000.00

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

FROM	TO	AMOUNT
E-2812-K000-K16.013 Contract Projects	E-2812-K000-K12.000 Materials	\$100,000.00
E-2812-K000-K16.013 Contract Projects	E-2813-K000-K39.006 Hospitalization	\$20,000.00

S70 BELMONT COUNTY SENIOR PROGRAMS/SSOBC

FROM	TO	AMOUNT
E-5005-S070-S12.000 Capital Outlay	E-5005-S070-S20.000 Office Supplies	\$4,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the October 20, 2022, meeting:

A00 GENERAL FUND

E-0051-A001-A09.000	Advertising and Printing	\$434.91
E-0057-A006-F06.011	Veterinary Services	\$1,312.53
E-0257-A017-A00.000	Contingencies	\$269,306.24

B00 GENERAL FUND

E-1600-B000-B07.000	Veterinary Services	\$12,282.87
---------------------	---------------------	-------------

L01 SOIL CONSERVATION/BSWCD

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

N14 SSD CAPITAL IMPROVEMENTS/BCSSD

E-9014-N014-N12.000	USDA Sewer Projects	\$171,275.10
---------------------	---------------------	--------------

S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S40.000	Grant Holding	\$56,224.21
E-8010-S030-S51.002	Salaries	\$191,000.00
E-8010-S030-S53.000	Medical	\$3,600.00
E-8010-S030-S54.000	Food	\$4,000.00
E-8010-S030-S55.010	Supplies	\$2,300.00
E-8010-S030-S57.000	Travel & Staff Development	\$615.00
E-8010-S030-S58.000	Communications	\$12,000.00
E-8010-S030-S59.000	Fuel/Utilities	\$14,400.00
E-8010-S030-S60.000	Maintenance & Repair	\$8,000.00
E-8010-S030-S63.000	General	\$5,800.00
E-8010-S030-S66.003	PERS	\$19,000.00
E-8010-S030-S67.004	Workers Comp	\$8,400.00
E-8010-S030-S68.006	Hospitalization	\$61,200.00
E-8010-S030-S69.007	Unemployment	\$2,000.00

E-8010-S030-S70.005	Medicare	\$1,500.00
E-8010-S030-S71.000	Education/Recreation	\$1,000.00

S33 DISTRICT DETENTION HOME/SARGUS

E-0910-S033-S33.002	Salaries	\$54,800.00
E-0910-S033-S34.010	Supplies	\$2,000.00

E-0910-S033-S50.005	Medicare	\$2,200.00
<u>Y01 UND. AUTO TAX</u>		
E-9801-Y001-Y01.000	Und. Auto Tax	\$221,381.74
E-9801-Y001-Y03.000	Township-Permissive Tax	\$73,371.47
E-9801-Y001-Y05.000	Pease Township	\$3,615.79
E-9801-Y001-Y06.000	Goshen Township	\$1,457.17
E-9801-Y001-Y07.000	Warren Township	\$3,562.38
E-9801-Y001-Y08.000	Pultney Township	\$3,202.68
E-9801-Y001-Y09.000	Flushing Township	\$696.55
E-9801-Y001-Y10.000	Colerain Township	\$1,229.14
E-9801-Y001-Y11.000	Kirkwood Township	\$154.56
E-9801-Y001-Y12.000	Mead Township	\$819.39
E-9801-Y001-Y13.000	Richland Township	\$3,178.29
E-9801-Y001-Y14.000	Smith Township	\$469.75
E-9801-Y001-Y15.000	Somerset Township	\$581.47
E-9801-Y001-Y16.000	Union Township	\$735.35
E-9801-Y001-Y17.000	Washington Township	\$294.85
E-9801-Y001-Y18.000	Wayne Township	\$222.11
E-9801-Y001-Y19.000	Wheeling Township	\$660.25
E-9801-Y001-Y20.000	York Township	\$376.66
<u>Y02 MUNICIPAL AUTO LICENSE</u>		
E-9802-Y002-Y08.000	City of Martins Ferry	\$80,311.36

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/

HOLDING ACCOUNT CHARGEBACKS FOR SEPTEMBER 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of September 2022.

General fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	4,625.77
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	190.40
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,041.60
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	4,370.40
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	7,136.82
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	476.00
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,641.54
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,306.57
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,536.88
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	7,066.49
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	9,942.15
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	886.50
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
BEHAVIORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	822.08
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,591.46
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,314.38
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	2,043.60
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,380.21
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,092.27
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500	9,062.42
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,616.04
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	23,544.21
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,768.80
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,354.37
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	4,081.64
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	4,390.40
BD OF ELECT/EMPL Y	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,467.62

POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	312.75
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	0.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	0.00
			117,179.83
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,178.83
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	3,835.99
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	0.00
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	589.84
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	313.60
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	0.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	505.56
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	0.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	0.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9895-Y095-Y01.500	947.75
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	0.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	613.95
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	532.03
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	735.81
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	0.00
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	187.10
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	126.98
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,472.70
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	56.29
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	0.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	52,055.77
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	0.00
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	8,189.08
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,396.50
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,408.44
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	13,778.27
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,687.55
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,585.26
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	324.80
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	910.84
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	0.00
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	0.00
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	992.78
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,023.84
PLACEMENT II	E-0400-M075-M04.000	R-9895-Y095-Y01.500	0.00
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,215.15
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	19,172.22
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,466.72
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,906.14
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	9,601.67
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	10,948.35
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	4,303.87
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	389.57
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,185.90

BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	38,201.45
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	22,916.64
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	656.92
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	766.80
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,732.80
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	632.00
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	538.46
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	538.64
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	0.00
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	86.24
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	1,801.04
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	269.24
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	0.00
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	797.72
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	380.10
			344,153.19

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to request the Belmont County Budget Commission certify the following monies.

B00/UNSPECIFIED DONATIONS-DOG AND KENNEL FUND-\$12,282.87 deposited into R-1600-B000-B08.500 from 7/01/2022 – 9/30/2022. *(Acknowledged by BOC 10/12/2022.*

GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$1,312.53 deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 10/13/2022. *(Money was received from Belmont County Cat Stray Shun for the reimbursement of September 2022 New Horizon Animal Hospital vet bills).*

REFUNDS AND REIMBURSEMENTS/ENGINEER’S OFFICE (BID ADVERTISEMENT FOR FEMA PROJECT)-\$434.91 deposited into R-0050-A000-A45.500 on 10/12/2022.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to execute payment of Then and Now Certification dated October 20, 2022, presented by the County Auditor pursuant to O.R.C. 5705.41(d)1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS-John Regis, Jr. to Lewis Center, OH, on December 8-9, 2022, to attend the OJFSDA General Session. Estimated expenses: \$433.75. Jeff Felton to Columbus, OH, on November 9-10, 2022, to attend the OJFSDA Exec. Committee meeting. Estimated expenses: \$393.75. Jeff Felton to Columbus, OH, on December 8-9, 2022, to attend the OJFSDA Exec. Committee meeting. Estimated expenses: \$368.75. Jeff Felton to Columbus, OH, on December 1-2, 2022, to attend the PCSAO Executive Membership meeting. Estimated expenses: \$368.75. Wendy Tomlinson and Lauren Battistone to Las Vegas, NV, on February 6-8, 2022, to attend the National Institute of Crime Prevention, Domestic Violence and Sexual Assault conference. Estimated expenses: \$3,660.00.

SSOBC-Kay Driscoll to Wheeling, WV, on November 1, 2022, for a senior outing to Wheeling Downs and Fish Market. Sue Hines to Cambridge, OH, on November 3, 2022, for a senior outing to the Dickens Victorian Village. Lori Parsons to Cambridge, OH, on November 10, 2022, for a senior outing to the Dickens Victorian Village and Theo’s Restaurant. County vehicles will be used for travel.

WATER & SEWER DISTRICT-Kyle Lachendro and Travis Mann to Gnadenhutten, OH, on October 25, 2022, CDL Class “A” truck testing. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of October 12, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING JESSICA HURDZAN, JENNIFER KAVANAS AND MISTY SCHEUER AS FULL-TIME ELIGIBILITY/REFERRAL SPECIALIST II/DJFS

Motion made by Mr. Meyer, seconded by Mr. Dutton to hire the following as full-time Eligibility/Referral Specialist II at Belmont County Department of Job and Family Services, effective November 7, 2022:

- Jessica Hurdzan
- Jennifer Kavanans
- Misty Scheuer

Note: These are replacement positions.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING AMANDA SABATINO, AS FULL-TIME LPN/JAIL

Motion made by Mr. Meyer, seconded by Mr. Dutton to hire Amanda Sabatino as a full-time LPN at the Belmont County Jail, effective October 23, 2022, at pay grade 7, minimum step.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING MOVING JOSEPH COWAN FROM PART-TIME DRIVER (MEDICAL) TO FULL-TIME DRIVER (MEDICAL)/SSOBC

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve Joseph Cowan moving from part-time Driver (Medical) to full-time Driver (Medical) with Senior Services of Belmont County, effective October 24, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PROMOTION OF NIKHALOS SELLS FROM FULL-TIME COOK TO FULL-TIME DELIVERY WORKER (DRIVER)/SSOBC

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the promotion of Nikhalos Sells from full-time Cook to full-time Delivery Worker (Driver) with Senior Services of Belmont County, effective October 24, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ISSUING A ONE-TIME RETENTION BONUS PAYMENT TO THE MANAGEMENT EMPLOYEES OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Motion made by Meyer, seconded by Dutton to adopt the following:

RESOLUTION

WHEREAS, the Belmont County Board of Commissioners and the Director of the Belmont County Department of Job and Family Services (BCDJFS) serve as co-appointing authorities for the Belmont County Department of Job and Family Services; and

WHEREAS, the BCDJFS Director desires to issue a one-time bonus payment of \$500.00 to the 16 non-bargaining unit management employees of the agency; and

WHEREAS, the funding for this one-time retention bonus will be paid from incentive funds earned by the agency for meeting or exceeding performance standards established by the Ohio Department of Job and Family Services, including, but not limited to, Supplemental Nutrition Assistance Program, Children Services Best Practices and the Children Services Recruitment and Retention funding; and

WHEREAS, the management employees of the Belmont County Department of Job and Family Services understand that this is one-time payment and will be paid between November 18, 2022-December 2, 2022; and

WHEREAS, the Belmont County Commissioners, as co-appointing authority, desires to authorize the same.

NOW THEREFORE, BE IT RESOLVED, the Belmont County Commissioners in conjunction with the Director does hereby authorize the issuance of a one-time \$500.00 retention bonus to 16 management level employees of the Belmont County Department of Job and Family Services.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE DONATION OF ONE (1) LIFEPAK CR PLUS AUTOMATIC EXTERNAL DEFIBRILLATOR FROM THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO THE BELMONT COUNTY CARES PROGRAM/CUMBERLAND TRAIL FIRE DISTRICT

Motion made by Mr. Meyer seconded by Mr. Dutton to adopt the following resolution:

WHEREAS, the Belmont County Department of Job and Family Services is in possession of a LifePak CR Plus Automatic External Defibrillator (AED) originally purchased for the 2018 National Emergency Grant Creek Clean-Up grant program; and

WHEREAS, the AED is no longer needed by the Belmont County Department of Job and Family Services due to the expiration of the creek clean-up grant program; and

WHEREAS, pursuant to Ohio Revised Code Section 307.12(D) *regardless of the property's value, the Board of County Commissioners may sell or donate county personal property, including motor vehicles, to the federal government, the state, or any political subdivision of the state without advertisement or public notification*; and

WHEREAS, the Belmont County Community Access, Resources, Education and Solutions (CARES) program under the direction of the Cumberland Trail Fire District expressed a need for the CARES Coordinator to have an AED.

NOW, THEREFORE, BE IT RESOLVED, the Belmont County Board of County Commissioners does hereby approve the donation of one (1) LifePak CR Plus Automatic External Defibrillator to the Cumberland Trail Fire District for use in the Belmont County CARES Program.

Adopted this 20th day of October 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AMENDMENTS TO THE VENDOR AGREEMENTS BETWEEN BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND BARNESVILLE TAXI SERVICE, LLC, MARTINS FERRY EMS AND NEFFS FIRE DEPARTMENT

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the amendments to the Vendor Agreements between the Belmont County Department of Job & Family Services and the following vendors, effective, October 20, 2022 to December 31, 2022 for the provision of Title XIX (19) transportation services for the following vendors:

Barnesville Taxi Service, LLC
Martins Ferry EMS
Neffs Fire Department

Note: This amendment increases the cost per mile reimbursement from \$4.00 to \$5.00 per mile.

**Amendment to the Vendor Agreement for Medicaid Non-Emergency Transportation (NET) Services
For
January 1, 2022-December 31, 2022**

Department: Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville OH 43950
Provider: Barnesville Taxi Service
611 Bond Avenue
Barnesville, OH 43713

This amendment is entered into on the **20th day of October 2022**, and amends the original contract entered into on January 5, 2022, to increase the cost per mile reimbursed due to increase in the average cost of fuel since January 1, 2022. **This amendment is effective October 20, 2022 and ends on December 31, 2022.**

The amended Article of the original Vendor Agreement is defined herein. Unless specifically stated in this amendment, all other articles and terms of the Vendor Agreement remain unchanged.

V. Payment procedures

- A. **The Department agrees to pay the Provider \$5.00 per mile for trips and \$15.00 per hour wait time that the driver needs to wait for a participant.** Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$15.00 loading fee per client each way if the participant requires hands on assistance to get out of their home or into the vehicle because they are unable to do so on their own. The Department will reimburse the Provider the actual cost of vehicle inspection fees on Provider's vehicles that are used to transport Belmont County NET clients. The Provider must provide actual documentation of the inspection fee to receive reimbursement. The Department will also reimburse the Provider the actual cost of the FBI and BCI background checks and driver abstracts. The Provider must provide documentation to receive reimbursement for the background checks and driver abstracts.

Signatures:

Our signatures below signify acceptance of this amendment of the original Vendor Agreement as stated hererin:

<u>Jeffery Felton /s/</u>	<u>10/13/2022</u>
Jeffery L. Felton, Director	Date
Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950	
<u>Aaron Wildman /s/</u>	<u>10/14/2022</u>
Aaron Wildman, Owner	Date
Barnesville Taxi Service 611 Bond Avenue Barnesville, OH 43713	
<u>J. P. Dutton /s/</u>	<u>10/20/22</u>

J. P. Dutton, Belmont County Commissioner <u>Jerry Echemann /s/</u>	Date 10-20-22
Jerry Echemann, Belmont County Commissioner <u>Josh Meyer /s/</u>	Date 10/20/22
Josh Meyer, Belmont County Commissioner	Date
Approved as to Form: <u>David K. Liberati /s/</u>	10/13/2022
David Liberati, Assistant Prosecutor Belmont County Prosecutor's Office	Date

**Amendment to the Vendor Agreement for Medicaid Non-Emergency Transportation (NET) Services
For
January 1, 2022-December 31, 2022**

Department: Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville OH 43950

Provider: City of Martins Ferry, Emergency Medical Services
35 South Fifth Street
Martins Ferry OH 43935

This amendment is entered into on the **20th day of October 2022**, and amends the original contract entered into on January 5, 2022, to increase the cost per mile reimbursed due to increase in the average cost of fuel since January 1, 2022. **This amendment is effective October 20, 2022 and ends on December 31, 2022.**

The amended Article of the original Vendor Agreement is defined herein. Unless specifically stated in this amendment, all other articles and terms of the Vendor Agreement remain unchanged.

V. Payment procedures

- B. **The Department agrees to pay the Provider \$5.00 per mile for trips and \$15.00 per hour wait time that the driver needs to wait for a participant.** Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$15.00 loading fee per client each way if the participant requires hands on assistance to get out of their home or into the vehicle because they are unable to do so on their own. The Department will reimburse the Provider the actual cost of vehicle inspection fees on Provider's vehicles that are used to transport Belmont County NET clients. The Provider must provide actual documentation of the inspection fee to receive reimbursement. The Department will also reimburse the Provider the actual cost of the FBI and BCI background checks and driver abstracts. The Provider must provide documentation to receive reimbursement for the background checks and driver abstracts.

Signatures:

Our signatures below signify acceptance of this amendment of the original Vendor Agreement as stated hererin:

<u>Jeffery Felton /s/</u>	10/13/2022
Jeffery L. Felton, Director Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950	Date
<u>John R. Davies /s/</u>	10/14/2022
John R. Davies, Mayor City of Martins Ferry, Emergency Medical Services 35 South Fifth Street Martins Ferry OH 43935	Date
<u>J. P. Dutton /s/</u>	10/20/22
J. P. Dutton, Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	10-20-22
Jerry Echemann, Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	10/20/22
Josh Meyer, Belmont County Commissioner	Date

Approved as to Form: <u>David K. Liberati /s/</u>	10/13/2022
David Liberati, Assistant Prosecutor Belmont County Prosecutor's Office	Date

**Amendment to the Vendor Agreement for Medicaid Non-Emergency Transportation (NET) Services
For
January 1, 2022-December 31, 2022**

Department: Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville OH 43950

Provider: Neffs Fire Department
54044 Pike Street
Neffs, OH 43940

This amendment is entered into on the **20th day of October 2022**, and amends the original contract entered into on January 5, 2022, to increase the cost per mile reimbursed due to increase in the average cost of fuel since January 1, 2022. **This amendment is effective October 20, 2022 and ends on December 31, 2022.**

The amended Article of the original Vendor Agreement is defined herein. Unless specifically stated in this amendment, all other articles and terms of the Vendor Agreement remain unchanged.

V. Payment procedures

- C. **The Department agrees to pay the Provider \$5.00 per mile for trips and \$15.00 per hour wait time that the driver needs to wait for a participant.** Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$15.00 loading fee per client each way if the participant requires hands on assistance to get out of their home or into the vehicle because they are unable to do so on their own. The Department will reimburse the Provider the actual cost of vehicle inspection fees on Provider's vehicles that are used to transport Belmont County NET clients. The Provider must provide actual documentation of the inspection fee to receive reimbursement. The Department will also reimburse the Provider the actual cost of the FBI and BCI background checks and driver abstracts. The Provider must provide documentation to receive reimbursement for the background checks and driver abstracts.

Signatures:

Our signatures below signify acceptance of this amendment of the original Vendor Agreement as stated hererin:

<u>Jeffery Felton /s/</u>	10/13/2022
Jeffery L. Felton, Director Belmont County Department of Job and Family Services	Date

68145 Hammond Road
St. Clairsville OH 43950

Michael Wallace /s/

Michael Wallace, President

Neffs Fire Department
54044 Pike Street
Neffs, OH 43940

J. P. Dutton /s/

J. P. Dutton, Belmont County Commissioner

Jerry Echemann /s/

Jerry Echemann, Belmont County Commissioner

Josh Meyer /s/

Josh Meyer, Belmont County Commissioner

Approved as to Form:

David K. Liberati /s/

David Liberati, Assistant Prosecutor

Belmont County Prosecutor's Office

Upon roll call the vote was as follows:

10/14/2022

Date

10/20/22

Date

10-20-22

Date

10/20/22

Date

10/13/2022

Date

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

IN THE MATTER OF APPROVING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR LESLIE JO ALLEN/BELOMAR

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Leslie Jo Allen for a mortgage deed dated February 21, 2017, as recorded in Volume 0669 pages 230-232 in the Belmont County Recorder's Office based upon the recommendation of A. C. Wiethe, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated February 17, 2017 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0669 at pages 230-232 and executed by Leslie Jo Allen to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

10-20-22

Date

Belmont County Commissioners:

By: Josh Meyer /s/
 Josh Meyer, President
J. P. Dutton /s/
 J. P. Dutton
Jerry Echemann /s/
 Jerry Echemann

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AMENDMENT AND RATIFICATION OF THE OIL AND GAS LEASE DATED SEPTEMBER 18, 2013, WITH ASCENT RESOURCES-UTICA, LLC

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the Amendment and Ratification of the Oil and Gas Lease dated September 18, 2013, with Ascent Resources-Utica, LLC, to modify the legal description for parcel number 41-60003.000, 41-60003.001, 41-60002.000, 41-60002.001, 32-60014.000 and 32-0116.000 and amend a paragraph in the Unitization and Pooling section.

Note: There is no change to the acreage amount.

AMENDMENT AND RATIFICATION OF PAID-UP OIL AND GAS LEASE

THIS AMENDMENT AND RATIFICATION OF PAID-UP OIL AND GAS LEASE (this "**Amendment**"), effective as of September 18, 2013 (the "**Effective Date**"), by and between **The County of Belmont, Ohio, a political subdivision of the State of Ohio by and through the Belmont County Board of Commissioners**, whose address is 101 West Main Street, St. Clairsville, OH 43950 ("**Lessor**") and **Ascent Resources – Utica, LLC, an Oklahoma Limited Liability Company**, whose mailing address is P.O. Box 13678, Oklahoma City, OK 73113 ("**Lessee**") (the aforementioned parties being referred to herein as a "**Party**" and collectively as the "**Parties**").

RECITALS:

WHEREAS, The County of Belmont, Ohio, a political subdivision of the State of Ohio by and through the Belmont County Board of Commissioners, and Rice Drilling D, LLC, entered into that certain Paid-Up Oil and Gas Lease dated September 18, 2013, and recorded in the official records of Belmont County, Ohio, at Book 424 and Page 532 on October 11, 2013; as amended and ratified by that certain Amendment and Ratification to the Oil and Gas Lease dated May 28, 2014, but effective as of September 18, 2013, and recorded in the official records of Belmont County, Ohio, at Book 481, Page 629, as Instrument No. 201400008311 on June 4, 2014; as ratified by that certain Ratification to the Oil and Gas Lease dated September 19, 2018 but effective as of September 18, 2013, and recorded in the official records of Belmont County, Ohio, at Book 800, Page 755, as Instrument No. 201800011709 on October 16, 2018; and as extended by that certain Notice of Extension of Oil and Gas Leases dated October 10, 2018, and recorded in the official records of Belmont County, Ohio, at Book 801, Page 506, as Instrument No. 201800011846 on October 19, 2018 (the "**Oil and Gas Lease**"), covering the oil and gas interests in certain lands in the Townships of Warren and Richland, County of Belmont, State of Ohio, as more particularly described therein; and

WHEREAS, Lessor and Lessee for their mutual benefit, desire to amend and modify the Oil and Gas Lease, as provided for herein, in order to facilitate the formation of drilling units upon the Leased Premises and other lands.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereto agree as follows:

AMENDMENT TO THE OIL AND GAS LEASE

- a. Legal Description.
The full and complete legal description of the Leased Premises, as amended, is attached hereto as Exhibit A.
- b. Unitization and Pooling.
The following paragraph shall be deleted in its entirety from the Oil and Gas Lease:

Pooling and Unitization: Subject to the limitations below, Lessee is granted the right to pool or unitize, prior to or after drilling, all or part of the land covered by this Lease with any contiguous land so as to establish a pooled unit or units (herein called "Pooled Units"). When designating Pooled Units the Lessee shall make reasonable efforts to avoid excluding small or irregular shaped portions of the Leased Premises and to form Pooled Units in the shape of a square or rectangle. Lessee shall execute in writing an instrument identifying and describing the pooled acreage being drilled for, the leases included in the Pooled Unit, the formations and depths covered by the Pooled Unit and the substance (either oil, gas or both) and file such instrument for record in the county or counties in which the pooled land is situated prior to drilling on the Pooled Unit. The Pooled Unit shall be effective on the date of execution of the declaration of unit. Lessor shall be provided a copy of such recorded instrument, and all amendments thereto by Lessee. No Pooled Unit for any vertical well with no horizontal drilling component which includes any portion of the Leased Premises shall exceed eighty (80) contiguous acres without the written consent of Lessor. No Pooled Unit for any well that includes lateral or horizontal drilling shall exceed six hundred forty (640) acres with a ten percent (10%) tolerance without the written consent of the majority of the Lessors in the Unit unless any additional acreage added to the unit allows for further development of the unit. A majority will be determined upon the Lessors proportionate share of the total acreage owned by in the unit. Each acre, or fraction thereof, equals one vote towards consent; one acre equals one vote, 100 acres equals 100 votes. In the event the unit exceeds 640 acres with a 10% tolerance, 80% of the acreage in the unit (as measured with the one acre one vote standard as set forth above) must agree to the unit size. Without the prior written consent of all Lessors in the Unit, a unit shall not exceed 1000 acres. If a greater amount of acreage than that set forth in the designated limits provided herein is necessary to adequately develop the unit than the designated number of acres the unit may be increased. Lessee is granted the right to change the size, shape and conditions of operations or payment of any unit created so long as that change is in order for Lessee to further develop and drill the Unit. The drilling, operations in preparation for drilling, production from, or payment for Royalty or Shut-In Royalty for a well on such a unit shall have the same effect upon the terms of this Lease as if the well were located on the Leasehold. There shall be allocated to the Leased Premises included in a Pooled Unit the proportion of the production from the Pooled Unit that the number of net mineral acres covered by the Leased Premises and included in the Pooled Unit bears to the total number of net mineral acres in such Pooled Unit; and royalties shall be paid hereunder upon that portion of such production so allocated.

The following paragraph shall be added to the Oil and Gas Lease:

Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Such units will not exceed 1,280 acres (or such other size as allowed by the appropriate Governmental Authority). Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on any of the above, or a combination thereof, as being determinative for the purposes of this paragraph.

II. MISCELLANEOUS

a. Effect.

Lessor and Lessee each hereby ratify and confirm the Lease and all of its terms and provisions to the full extent of Lessor's right, title and interest in and to the oil, gas and other minerals on or underlying the Leased Premises, and Lessor does hereby grant, lease and let the Leased Premises unto Lessee, and each acknowledge and agree that, except as herein specifically modified, the Oil and Gas Lease remains unmodified and in full force and effect, except that reference to "this Lease" or "this Oil and Gas Lease" or words of similar import in the Oil and Gas Lease or in this Amendment shall mean the Oil and Gas Lease as modified, revised and supplemented hereby.

b. Further Assurances.

At any time and from time to time, Lessor agrees to promptly and duly execute and deliver any and all such further instruments, endorsements, agreements, consents, affidavits, ratifications, assignments and other documents (including, without limitation, driveway permits), make such necessary filings, give such notices, and take such further action as may reasonably be deemed necessary or convenient to carry out the provisions of this Amendment and the Oil and Gas Lease.

c. Counterparts.

This Amendment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

d. Entire Agreement.

This Amendment (including Exhibit A hereto) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, superseding all prior and/or contemporaneous negotiations, discussions, agreements and understandings, whether written or oral, relating to such subject matter.

e. Defined Terms.

Any capitalized terms that are not defined herein shall have the meaning given to such terms in the Oil and Gas Lease.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the date set forth in the appropriate acknowledgment below, to be effective, however, as of the Effective Date.

LESSOR:
BELMONT COUNTY BOARD OF COMMISSIONERS
By: Josh Meyer /s/
Name: Josh Meyer, President

LESSEE:
ASCENT RESOURCES - UTICA, LLC
an Oklahoma Limited Liability Company
By: _____
Name: Kade R. Smith
Title: Attorney-in-Fact

By: J. P. Dutton /s/
Name: J.P. Dutton, Vice President

By: Jerry Echemann /s/
Name: Jerry Echemann, Member

APPROVED AS TO FORM:
David K. Liberati /s/ Assist. PA

BELMONT COUNTY PROSECUTOR
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE GENERAL RATIFICATION OF THE

OIL AND GAS LEASE DATED JUNE 30, 2021, WITH ASCENT RESOURCES-UTICA, LLC

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the General Ratification of the Oil and Gas Lease dated June 30, 2021, with Ascent Resources-Utica, LLC, in the amount of \$4,500.00 per net leasehold acres for an additional 0.469631 net acres in Pease and Colerain Townships. Total payment amount: \$2,113.34.

GENERAL RATIFICATION OF PAID-UP OIL & GAS LEASE

STATE OF OHIO)
) SS KNOW ALL MEN BY THESE PRESENTS, THAT
COUNTY OF BELMONT)

WHEREAS, on the 30th day of June, 2021, The Belmont County Board of Commissioners, by Jerry Echemann as President, Josh Meyer as Vice President, and J.P. Dutton as Commissioner, as Lessor, executed and delivered unto Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company, as Lessee, that certain Paid Up Oil & Gas Lease (hereinafter called “Lease”), made effective the 30th day of June, 2021, as evidenced by a Memorandum of Oil & Gas Lease (hereinafter called “Memorandum”) recorded in Volume 894, Page 1168, as Instrument No. 202100007632 of the Official Records of Belmont County, Ohio, covering the following described lands being 54.539936 acres, more or less (hereinafter referred to as “Subject Lands”):

Property Tax Parcel Identification Number: Unknown (Includes all portions of Morningside Drive and Meadowview Drive (a/k/a Township Road 732) in Country Club Estates, Cabinet C, Slide 39)

Richland Township; Township: 7; Range: 4; Section: 15; NE ¼

and is bounded formerly or currently as follows:

- On the North by lands of: **William R. Green and Arlene J. Green**
- On the East by lands of: **Donna M. Murray**
- On the South by lands of: **Robert E. Murray and Brenda L. Murray**
- On the West by lands of: **John H. Goodman, III and Rachel G. Goodman**

Including lands acquired from Joshua Brokaw, et al, by virtue of plat dated January 7, 1955, and recorded in Cabinet C, Slide 39, and described for the purposes of this agreement as containing a total of 1.671569 Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all portions of Morningside Drive in Third Addition to Country Club Estates, Cabinet A, Slide 89)

Richland Township; Township: 7; Range: 4; Section: 15; NE ¼

and is bounded formerly or currently as follows:

- On the North by lands of: **Barbara G. Propst**
- On the East by lands of: **Charlotte B. Thomas**
- On the South by lands of: **Michael J. Hartman and Patricia A. Hartman**
- On the West by lands of: **Robert Sears, Jr.**

Including lands acquired from John W. Brokaw and Ruth C. Brokaw by virtue of plat dated July 14, 1971, and recorded in Cabinet A, Slide 89, and described for the purposes of this agreement as containing a total of 1.411 Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all portions of Overlook Court, Cabinet B, Slide 174)

Pultney Township; Township: 2; Range: 2; Section: 36; NE ¼

and is bounded formerly or currently as follows:

- On the North by lands of: **Bretton R. Merryman and Nancy Jo Merryman**
- On the East by lands of: **Christopher C. Wack and Whitney E. Wack**
- On the South by lands of: **Richard H. Rodefer, et al**
- On the West by lands of: **Dennis S. Pogany, Trustee**

Including lands acquired from The Bell Rock Land Company, Inc., by virtue of plat dated May 18, 1920, and recorded in Cabinet B, Slide 174, and described for the purposes of this agreement as containing a total of 1.81 Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all portions of Hilltop Avenue and Cove Drive in Robinson-Anderson and Mellots' 2nd Addition, Cabinet D, Slide 169)

Pultney Township; Township: 2; Range: 2; Section: 36; NE & SE ¼

and is bounded formerly or currently as follows:

- On the North by lands of: **Donald W. Major and Laura L. Major**
- On the East by lands of: **Cowen & Waddell Trustees**
- On the South by lands of: **Michael L. Wallace and Cheryl A. Wallace, Co-Trustees**
- On the West by lands of: **Richard M. Smith and Jan Smith**

Including lands acquired from Geo. O. Robinson and Emma L. Robinson, his wife, et al, by virtue of plat dated March 27, 1924, and recorded in Cabinet D, Slide 169, and described for the purposes of this agreement as containing a total of 2.640478 Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all portions of Rock Mount Road in O.C. Tarbet's Rock Mount Addition, Cabinet B, Slide 233)

Pultney Township; Township: 2; Range: 2; Section: 36; NE ¼

and is bounded formerly or currently as follows:

- On the North by lands of: **Randy Brinker**
- On the East by lands of: **Thomas Littleton and Leeann Littleton**
- On the South by lands of: **Mt. Calvary Cemetery**
- On the West by lands of: **Joyce A. Dvorak**

Including lands acquired from Oliver C. Tarbet and Ellen Tarbet, his wife, by virtue of plat dated October 18, 1906, and recorded in Cabinet B, Slide 233, and described for the purposes of this agreement as containing a total of 0.636 Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all portions of Janice Drive, Chelsea Lane and State Route 9 in Tomolonis's Subdivision, Cabinet D, Slide 274)

Richland Township; Township: 7; Range: 4; Section: 8; NE ¼

and is bounded formerly or currently as follows:

- On the North by lands of: **Charles E. Zerfoss and Kathleen E. Zerfoss**
- On the East by lands of: **John A. McBride and Doris Mae McBride**
- On the South by lands of: **Alan R. Baldwin, Jr.**
- On the West by lands of: **William L. Salvatori and Ruth A. Salvatori**

Including lands acquired from Eugene Regoli, et al, by virtue of plat dated September 10, 1979, and recorded in Cabinet D, Slide 274, and described for the purposes of this agreement as containing a total of 1.67 Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all portions of Richwood Drive and Glencoe Road, a/k/a County Road 5, in Richwood Acres Subdivision No. 1, Cabinet C, Slide 306)

Richland Township; Township: 7; Range: 4; Section: 8; SE ¼

and is bounded formerly or currently as follows:

- On the North by lands of: **Wesley A. Neal, Sr. and Michelle Neal**
- On the East by lands of: **John E. Sowinski and Kay Lynn Sowinski**
- On the South by lands of: **Richard I. Eastham and Richard N. Eastham**
- On the West by lands of: **Robert G. Blackwell and Janet Blackwell**

Including lands acquired from Laura A. Eastham, et al, by virtue of plat dated May 25, 1963, and recorded in Cabinet C, Slide 306, and described for the purposes of this agreement as containing a total of 1.064 Leasehold acres

Property Tax Parcel Identification Number: Unknown, (Includes all portions of State Route 9 and Glencoe Road, a/k/a County Road 5, in S. J. Gillogly Addition, Cabinet A, Slide 25)

Richland Township; Township: 7; Range: 4; Section: 8; NE & NW ¼

and is bounded formerly or currently as follows:

On the North by lands of: **Elsie M. Sabo**
On the East by lands of: **Donald L. Stephens and Sandra K. Stevens**
On the South by lands of: **Wesley A. Neal, Sr. and Michelle Neal**
On the West by lands of: **Belmont County Commissioners**

Including lands acquired from **Marguerite Brown, et al**, by virtue of plat dated **June 10, 1963**, and recorded in **Cabinet A, Slide 25**, and described for the purposes of this agreement as containing a total of **0.443** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all roads in Homeland Manor, Cabinet A, Slides 134-137)

Pease Township; Township: 6; Range: 3; Sections: 6 (SW & SE ¼) & 5 (NW ¼)

and is bounded formerly or currently as follows:

On the North by lands of: **William J. Bailer and Mark A. Bailer**
On the East by lands of: **Gary E. Woods**
On the South by lands of: **Daniel E. Freund and Peggy J. Freund**
On the West by lands of: **Jill Ann Szilagyi**

Including lands acquired from **S. Lawrence Hammerman, et al**, by virtue of plat dated **June 27, 1927 and November 25, 1927**, and recorded in **Cabinet A, Slides 134-137**, and described for the purposes of this agreement as containing a total of **20.0319** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes portion of Woods Road in Nastanovich Subdivision No. 1, Cabinet C, Slide 336)

Pease Township; Township: 6; Range: 3; Section: 6; SE ¼

and is bounded formerly or currently as follows:

On the North by lands of: **George M. Stonovich and Jo Ann Stonovich**
On the East by lands of: **John F. Barath and Suzanne L. Barath**
On the South by lands of: **Becky A. Thomas**
On the West by lands of: **George M. Stonovich and Jo Ann Stonovich**

Including lands acquired from **Mary Ann Nastanovich**, by virtue of plat dated **May 4, 1924**, and recorded in **Cabinet C, Slide 336**, and described for the purposes of this agreement as containing a total of **0.1033** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all roads, excepting Colerain Pike, in Ned Smith Subdivision, Cabinet A, Slide 197; and all roads, excepting Colerain Pike, in A.V. Dix Allotment, Cabinet A, Slide 198)

Colerain Township; Township: 7; Range: 3; Sections: 7 (NW ¼) & 13 (NE ¼)

and is bounded formerly or currently as follows:

On the North by lands of: **Mark W. Stuckey**
On the East by lands of: **Charles E. Wharton**
On the South by lands of: **Charles J. McKeegan and Rebecca McKeegan**
On the West by lands of: **Jason R. Dubil**

Including lands acquired from **Ned R., Smith, Jr., et al**, by virtue of plat dated **September 30, 1960**, and recorded in **Cabinet A, Slide 197**; and from **Carol A. Webb, et al**, by virtue of plat dated **December 5, 1960**, and recorded in **Cabinet A, Slide 198**, and described for the purposes of this agreement as containing a total of **7.62584** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes portion of Negus Road in First Addition to Sunny Acres, Cabinet C, Slide 316)

Colerain Township; Township: 7; Range: 3; Section: 7; NE ¼

and is bounded formerly or currently as follows:

On the North by lands of: **Ronald Luke Nelson and Jami N. Nelson**
On the East by lands of: **Corey A. Dailey**
On the South by lands of: **Ronald Shane and Penny Shane**
On the West by lands of: **Theresa Hanson, et al**

Including lands acquired from **Roy F. Lucas, Jr. and Mary Lucas**, by virtue of plat dated **August 30, 1963**, and recorded in **Cabinet C, Slide 316**, and described for the purposes of this agreement as containing a total of **0.0902** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes Sunny Acres Drive in Sunny Acres Subdivision, Cabinet A, Slide 13)

Colerain Township; Township: 7; Range: 3; Section: 7; NE ¼

and is bounded formerly or currently as follows:

On the North by lands of: **Patti Jo Ball**
On the East by lands of: **Robert Poppe**
On the South by lands of: **Kyle Jones**
On the West by lands of: **Glenn D. Giffin**

Including lands acquired from **Edward Bruney, et al**, by virtue of plat dated **November 7, 1961**, and recorded in **Cabinet A, Slide 13**, and described for the purposes of this agreement as containing a total of **2.262** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes portion of Lawver Drive in Lawver Estate Subdivision, Cabinet A, Slide 176)

Colerain Township; Township: 6; Range: 3; Section: 12; SE & NE ¼

and is bounded formerly or currently as follows:

On the North by lands of: **Raymond M. Timko, Jr. and Sandra K. Timko**
On the East by lands of: **Belmont County Commissioners**
On the South by lands of: **Ging Properties LLC**
On the West by lands of: **Kathryn M. McCullough**

Including lands acquired from **L.A. Lawver, et al**, by virtue of plat dated **August 31, 1957**, and recorded in **Cabinet A, Slide 176**, and described for the purposes of this agreement as containing a total of **0.864761** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes portion of Lawver Drive in Lawver Estate Subdivision, Cabinet A, Slide 176)

Pease Township; Township: 6; Range: 3; Section: 6; SW ¼

and is bounded formerly or currently as follows:

On the North by lands of: **Chris R. Thoburn and Jennifer Thoburn**
On the East by lands of: **Ging Properties LLC**
On the South by lands of: **Ging Properties LLC**
On the West by lands of: **Belmont County Commissioners**

Including lands acquired from **L.A. Lawver, et al**, by virtue of plat dated **August 31, 1957**, and recorded in **Cabinet A, Slide 176**, and described for the purposes of this agreement as containing a total of **0.12921** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all roads in North Lawn Subdivision, Cabinet A, Slide 48; All roads in North Lawn 1st Addition, Cabinet A, Slide 91; All roads in West Lawn Subdivision, Cabinet A, Slide 141; All roads in Woodlawn Subdivision, excepting Woods Street and Virginia Avenue, Cabinet A, Slide 175; All roads in North Lawn Second Addition, Cabinet C, Slide 211; All roads in Country Court Subdivision, Cabinet C, Slide 224; All roads in North Lawn Third Addition, Cabinet D, Slide 241)

Colerain Township; Township: 7; Range: 3; Section: 7; SE ¼

and is bounded formerly or currently as follows:

On the North by lands of: **Robert J. Vargo, et al**
On the East by lands of: **Joe C. Ellis and Judy L. Ellis**
On the South by lands of: **Donald A. Morrison**
On the West by lands of: **Jessica Lynn Wise and Richard Wise**

Including lands acquired from **Emmanuel John Grelles, et al**, by virtue of plat dated **August 21, 1967**, and recorded in **Cabinet A, Slide 48**;

from **Thomas T. Armstrong, et al**, by virtue of plat dated **October 14, 1971**, and recorded in **Cabinet A, Slide 91**; from **J.C. George, Attorney-in-Fact for W.D. Carlile, et al**, by virtue of plat dated **January 21, 1929**, and recorded in **Cabinet A, Slide 141**; from **Blanche D. Woods**, by virtue of plat dated **June 8, 1950**, and recorded in **Cabinet A, Slide 175**; from **Thomas T. Armstrong, et al**, by virtue of plat dated **September 5, 1973**, and recorded in **Cabinet C, Slide 211**; from **Phillip L. Patrone, et al**, by virtue of plat dated **June 18, 1974**, and recorded in **Cabinet C, Slide 224**; and from **Thomas T. Armstrong, et al**, by virtue of plat dated **October 18, 1978**, and recorded in **Cabinet D, Slide 241**, and described for the purposes of this agreement as containing a total of **9.07722** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes portion of Woods Street f/k/a Virginia Avenue in Woodlawn Subdivision, Cabinet. A, Slide 175).

Colerain Township; Township: 7; Range: 3; Section: 7; SE ¼
and is bounded formerly or currently as follows:

On the North by lands of: **Woods Street**
On the East by lands of: **Kenneth L. Ackerman**
On the South by lands of: **Woods Street**
On the West by lands of: **Robert Beck and Richard Beck**

Including lands acquired from **Blanche D. Woods**, by virtue of plat dated **June 8, 1950**, and recorded in **Cabinet A, Slide 175**, and described for the purposes of this agreement as containing a total of **0.439458** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all portions of Glencoe Road a/k/a County Road 5 in S.J. Gilloglys 2nd Subdivision, Cabinet C, Slide 357; S.J. Gilloglys 3rd Subdivision, Cabinet C, Slide 115)

Richland Township; Township: 7; Range: 4; Section: 8; NE and NW ¼
and is bounded formerly or currently as follows:

On the North by lands of: **Gary L. Smith and Barbara E. Smith; Cortney Campbell and Jerome Harris III; Larry M. Quaglia and Patricia A. Quaglia**
On the East by lands of: **Diane L. Johnson**
On the South by lands of: **George E. Krebs and Sue A. Krebs; Jimmy L. Brown and Sandra C. Brown**
On the West by lands of: **King Ranch Properties LLC**

Including lands acquired from **S.J. Gillogly et al.**, by virtue of plat dated **September 21, 1964**, and recorded in **Cabinet C, Slide 357**, and from **S.J. Gillogly et al.**, by virtue of plat dated **December 15, 1967**, and recorded in **Cabinet C, Slide 115**, and described for the purposes of this agreement as containing a total of **0.21** Leasehold acres

Property Tax Parcel Identification Number: Unknown (Includes all portions of Glencoe Road a/k/a County Road 5 and Evelyn Drive and Randal Drive in Richland Acres Addition, Cabinet D, Slide 74)

Richland Township; Township: 7; Range: 4; Section: 2; SW ¼
and is bounded formerly or currently as follows:

On the North by lands of: **Robert W. Bailey and Tammy J. Bailey; Charles Wilson et al**
On the East by lands of: **Mary J. Harley and Erica Lynn Harley; Betty June Liddle and Robin Beth Liddle; Dale Folmar Timothy A. Dumas et al; Betty June Liddle and Robin Beth Liddle; Darrell L. Pytlik and Dolores Pytlik; Scott A. Vass and Janel C. Trovato-Vass; Christopher E. Hayes; Robert A. Pogany and Barbara T. Pogany**
On the South by lands of: **Edward A. Antolak, Trustee; Timothy A. Dumas et al; Dale Robert Folmar**
On the West by lands of:

Including lands acquired from **Sylvan Regoli, et al**, by virtue of plat dated **October 13, 1975**, and recorded in **Cabinet D, Slide 74**, and described for the purposes of this agreement as containing a total of **2.360** Leasehold acres

WHEREAS, Ascent Resources – Utica, LLC, as Lessee, or successor to Lessee, has requested that the undersigned, **The Belmont County Board of Commissioners**, whose address is 101 West Main Street, St. Clairsville, Ohio 43950, ratify the Lease and Memorandum above in their capacity as the current owner of the above described land.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, it is the purpose and intent of the undersigned to hereby ratify and confirm the Lease and Memorandum above stated, and the undersigned does hereby grant, lease, and let the above Subject Lands to Ascent Resources – Utica, LLC, its successors and assigns as if they were an original Lessor of the Lease aforesaid.

It is the understanding and intent of all parties that this Ratification shall have no effect upon, and is not intended to amend any terms, conditions, or provisions of said the Lease and Memorandum beyond affirming the validity of said the Lease and Memorandum.

IN WITNESS WHEREOF, this instrument is executed as of the dates below, but shall be considered effective as of the date of the lease.

The Belmont County Board of Commissioners

By: Josh Meyer /s/ _____ 10/20/22
Name: Josh Meyer Date
Title: President

By: J. P. Dutton /s/ _____ 10/20/22
Name: J.P. Dutton Date
Title: Vice President

By: Jerry Echemann /s/ _____ 10-20-22
Name: Jerry Echemann Date
Title: Commissioner

APPROVED AS TO FORM;

David K. Liberati /s/ *Assist. PA*

BELMONT COUNTY PROSECUTOR

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AMENDMENT NO. 2 TO THE AGREEMENT WITH GREAT LAKES COMMUNITY ACTION PARTNERSHIP, DATED FEBRUARY 20, 2019/WATER & SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve Amendment No. 2 to the Agreement with Great Lakes Community Action Partnership, dated February 20, 2019, on behalf of the Belmont County Water and Sewer District, extending the term of the agreement to July 28, 2023, based upon the recommendation of Kelly Porter, Director.

Note: Further data needs to be collected for the drinking water system asset management plan.



AMENDMENT TO CONTRACTOR AGREEMENT

Between Great Lakes Community Action Partnership (Contractor) and Belmont County(Client)

This amendment is to the existing agreement between Great Lakes Community Action Partnership (Contractor) and Belmont County (Client) dated February 20, 2019 and first amendment dated July 21, 2021.

WHEREAS, Contractor is amending contract as follows:

The term of the agreement is extended until July 28, 2023.

NOW and Client agree to the above modifications as listed above. All other provisions of the agreement remain in force.

AGREED:

Great Lakes Community Action Partnership

Belmont County

Kristin Woodall
Kristin Woodall
Director, Community Development
Date: 10/11/22

[Signature]
Josh Meyer
Title: Commission President
Date: 10/20/22

Approved by:

[Signature]

[Signature]
J.P. Dutton
Title: Commissioner
Date: 10/20/22

[Signature]
Jerry Echemann
Title: Commissioner
Date: 10.20.22

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AGREEMENT FOR REIMBURSEMENT
REPAYMENT FOR EMPLOYEES OF THE WATER AND SEWER DISTRICT FOR
TUITION AND FEES INCURRED FOR TRAINING COSTS FOR OBTAINING
COMMERCIAL DRIVER'S LICENSE (CDL)**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the Agreement for Reimbursement Repayment for employees of the Belmont County Water and Sewer District for the tuition and fees that are incurred for Employee's benefit for the training costs and fees incurred by the District for Employee obtaining Commercial Driver's License (CDL) should Employee leave employment during the two (2) years following the date of completing the training.

Note: Recent changes in Ohio Law have added the requirements to complete a training course prior to obtaining a CDL. The District has several job classifications which require a CDL.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO THE INVESTMENT MANAGEMENT AGREEMENT

WITH REDTREE INVESTMENT GROUP AND BELMONT COUNTY

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into the Investment Management Agreement effective October 20, 2022, by and between Redtree Investment Group and Belmont County, based upon the recommendation of Treasurer Katherine Kelich.



**REDTREE INVESTMENT GROUP
Investment Management Agreement**

Kindred Spirits Investment Management, LLC, doing business as RedTree Investment Group (the "Adviser"), is a registered investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act"). In consideration of the agreements herein, the undersigned, **Belmont County** (the "Client"), hereby retains Adviser to provide advice and supervision for Client's investment portfolio managed by Adviser (the "Account") consistent with its duties and obligations under the Advisers Act. Client recognizes that risk is inherent in any investment in securities and that Adviser cannot guarantee any level of return on the investment capital in the Account.

- 1. Investment Management.** Adviser will invest and reinvest the securities, cash and/or other investments held in the Account in accordance with the investment guidelines and policy statement (the "Investment Guidelines") attached hereto as Addendum A, and as amended from time to time by Client. Adviser shall not be liable for the establishment of the Investment Guidelines and shall have no responsibility for the management of any assets other than those in the Account which are designated for management by Adviser. However, Adviser hereby agrees and shall undertake all investment duties set forth in this Agreement as a Fiduciary of Client, as defined in the Advisers Act, 15 U.S.C. 80b et seq., as interpreted by the Securities and Exchange Commission in 17 CFR Part 276 (Effective July 12, 2019). Said Fiduciary Duties shall include, at a minimum, the Duty of Care, comprising of a: 1) the duty to provide advice that is in the best interest of the Client; 2) the Duty to seek Best Execution; and 3) the Duty to advise and monitoring over the course of this relationship and Agreement, as well as a Duty of Loyalty.

In connection with the advisory services being provided to Client, Adviser is entitled to rely on the financial and other information supplied by Client. Client agrees to provide such information as Adviser may require and to inform Adviser in writing of any material change in circumstances which might materially affect the manner in which Account assets should be invested and to provide Adviser with such other information as Adviser may reasonably request.

The portfolio manager or other personnel knowledgeable about the Account will be reasonably available to assist the Client during regular business hours. The Client will receive monthly periodic statements regarding the Account. Client agrees to notify Adviser promptly regarding any questions or concerns about any item in such statement.

- 2. Trading Authorization.** Subject to any limitations imposed by the Investment Guidelines, Adviser shall have full discretionary authority and shall act as agent and attorney-in-fact with respect to the Account. Pursuant to such authorization, and in accordance with the Investment Guidelines, Adviser may, in its sole discretion and at Client's risk, purchase, sell, exchange, convert and otherwise trade the securities and other investments in the Account, as well as arrange for delivery and payment in connection with the above, and act on Client's behalf in all matters necessary or incidental to the handling of the Account. This trading authorization shall remain in full force and effect until terminated by either party pursuant to the provisions of paragraph 8 of this Agreement. The termination of the trading authorization will constitute a termination of this Agreement.
- 3. Execution Services.** Unless instructed in writing to the contrary, and to the extent consistent with Adviser's duty to obtain best execution, Adviser will select the broker/dealer(s) to provide execution services relative to the purchase and/or sale of securities for the Account. Client hereby authorizes Adviser to effect transactions in the Account through such unaffiliated broker/dealers as Adviser may select consistent with its fiduciary duties to the extent permitted by law.

Unless instructed in writing to the contrary, any specification of a broker or dealer by Client indicates a preference for such broker or dealer but does not constitute a direction requiring order execution through such broker or dealer. Client understands that Adviser negotiates commissions for transactions, and that in doing so Adviser may consider, where applicable, such factors as Client preferences; research services; execution capability; commission rates; financial standing of executing firm; timeliness in rendering services; availability, cost and quality of custodial services; and continuity in providing such services. Client also understands that commission levels vary among brokers or dealers and differ according to the size and type of transactions. Any direction or Client preference of a specific broker or dealer may affect Adviser's ability to negotiate commissions and may result in a disparity between the Client's commission charges and those which might otherwise be obtainable by Adviser.

Client understands that Adviser performs, among other things, investment advisory services for other clients. Client recognizes that Adviser may give advice and take action in the performance of its duties to clients (including other Adviser's clients) that may differ from advice given, or in the timing and nature of action taken, with respect to Client. Nothing in this Agreement shall be deemed to impose any obligation on Adviser to purchase or sell, or recommend for purchase or sale, for Client any securities or other investments which Adviser or any affiliates may purchase or sell, or recommend for purchase or sale, for its or their own account, or for the account of any other client.

- 4. Custody.** The Client shall appoint a custodian (the "Custodian") to have possession of the assets of the Account and settle transactions for the Account. Adviser may recommend to the Client a Custodian, such as US Bank National Association ("US Bank"). If the Client chooses US Bank as its Custodian, Adviser will, if instructed by the Client and Adviser agrees, pay the custodial fee of the Client until this Agreement is terminated or as otherwise determined by Adviser. The Client agrees to instruct the Custodian to accept instructions from Adviser regarding the assets in the Account, notify Adviser as to the identity of the Custodian, provide Adviser with reasonable advance notice of any subsequent changes in the Custodian, and, to the extent applicable, to disburse fees due hereunder to Adviser. The Client agrees to notify Adviser promptly of any additions to, or withdrawals from the Account, and the Client agrees to instruct Adviser to notify the Custodian of any additions to, or withdrawals from, the Account. The Client shall be responsible for all custodial arrangements, all acts and omissions of the Custodian, and all direct expenses of the Account (e.g., custodian's fees, brokerage expenses), unless the Client has chosen US Bank as its Custodian in which case Adviser will pay the custodial fee of the Client. Client should review all account statements provided by such Custodian and compare those account statements to any account statements provided by Adviser.
- 5. Fees.** The Client agrees to pay Adviser a monthly fee in arrears for its services hereunder computed and payable in accordance with Addendum B attached hereto. It is understood that the fee schedule indicated in Addendum B may be changed from time to time by Adviser upon at least ninety (90) days' prior written notice to the Client. The Client agrees that a portion of the fee may be used to pay for Custodian fees if the Client chooses to use US Bank as its Custodian. If the Client does not choose US Bank as its custodian, Adviser, unless otherwise agreed upon by the parties, will not pay the Client's Custodian fee and it will be the obligation of the Client to pay such Custodian fee. In computing the market value of any investment of the Account, each security shall be valued in a manner determined in good faith by Adviser to reflect its fair market value. If Adviser receives reports from the custodian setting forth current market prices or values of the assets, Adviser may rely on that information without verification in determining the fair market value of the assets in the Client's account.

Client's account may be invested, from time to time, in underlying investments (e.g., money market mutual funds, etc.) that have their own fees and expenses that are borne either directly or indirectly by their shareholders or unit holders, including Client. These fees and expenses are separate from, and in addition to, the other fees payable to

Adviser by Client. As a result of making such investments in these types of funds, Client should be aware that Client is paying multiple layers of fees on the amount of Client's assets so invested—the fees and expenses charged by the funds and the fees and other compensation that Client pays to Adviser.

- 6. Directions to Adviser.** If this Agreement is entered into by a trustee or other fiduciary, the trustee or other fiduciary acting on behalf of the Client represents that the services contemplated by this contract are within the scope of the investments authorized pursuant to any applicable plan, trust and/or applicable law and that the person signing below is duly authorized to negotiate the terms of this Agreement, including fees, and to enter into (and renew) this Agreement. Client warrants that any securities delivered to Adviser are free of any encumbrances, including constructive liens. If the signatory is acting on behalf of a corporation, the signatory represents that the execution of this Agreement has been duly authorized by appropriate corporate action. Client agrees to notify Adviser promptly in writing of any event which might affect this authority or the propriety of this Agreement.
- 7. Proxies and other Legal Notices.** Unless otherwise specified in writing by the Client, Adviser shall vote all proxies at its discretion and in accordance with its proxy voting guidelines. Adviser is authorized, but is not required, to take any action or render any advice with respect to securities presently or formerly held in the Account, or the issuers thereof, which become the subject of any legal proceedings, including bankruptcies.
- 8. Termination of Agreement.** This Agreement may be terminated upon at least thirty (30) days' prior written notice by either party to the other and termination will become effective upon receipt of such notice; provided, however, that Client may terminate discretion on the Account at any time by providing written notice as specified herein to Adviser. Client will send additional copies any such notice of termination to the address listed in section 14. Such termination will not, however, affect the liabilities or obligations of the parties under this Agreement arising from transactions initiated prior to such termination and Adviser shall retain amounts in the Account sufficient to effect completion of such transactions. Upon the termination of this Agreement, Adviser shall be under no obligation whatsoever to recommend any action with regard to, or to liquidate the securities or other investments in the Account.
- 9. Non-Assignability.** This Agreement may not be assigned (within the meaning of the Advisers Act) by Adviser without the prior written consent of Client.
- 10. Governing Law.** This Agreement shall be governed by the laws of the State of Ohio applicable to agreements fully executed and to be performed therein exclusive of conflicts of law, provided, however, that nothing herein shall be construed in any manner inconsistent with the Advisers Act, or any rule, regulation or order of the Securities and Exchange Commission promulgated thereunder.
- 11. Entire Agreement.** This Agreement represents the entire agreement between the parties with regard to the matters described herein and may not be modified or amended except by a writing signed by the party to be charged except as otherwise noted herein.
- 12. Severability.** If any provision of this Agreement shall be held or made invalid by a statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Agreement shall not be affected thereby and, to this extent, the provisions of this Agreement shall be deemed to be severable.
- 13. Reserved.**

14. Electronic Signature and Delivery. The Adviser may use electronic signatures and obtain them from the Client as part of transactions with the Client. Client authorizes delivery, and agrees to accept, all required regulatory notices, disclosures, and other communications and documents via electronic mail and/or via Adviser's internet web site, rather than orally or by traditional mailing of paper copies. By consenting to the electronic delivery of all information relating to the Assets, Client hereby acknowledge that they possess the technical ability and resources to receive electronic delivery of documents through electronic mail or Adviser internet website, and authorizes Adviser to deliver all communications by electronic mail to the email address specified by Client from time to time ("Email Address") or by posting the communication on Adviser internet website. Client further agree that Adviser may provide in any electronic medium (including via Email Address delivery or posting on Adviser website) any recommendation, disclosure, or document that is required by applicable securities laws or this Agreement to be provided by Adviser, and that the use of any one method permitted under this Agreement for communications with Client will be sufficient to satisfy any delivery requirement thereunder. If Client chooses to opt out of electronic delivery, then they agree that Adviser may deliver communications and documents orally or by traditional mailing of paper copies. Both parties acknowledge and agree that an electronic copy of a document shall have the same evidentiary authority and effect as a hard copy original of said document.

15. Notice. All notices, requests, instructions or other communications required or permitted under this Agreement shall be given in writing (and shall be deemed to have been duly given upon receipt) by delivery in person, by facsimile, by registered or certified mail (postage prepaid, return receipt requested), by electronic mail, or by overnight delivery to the respective parties as follows:

If to the Client:

Belmont County
101 West Main Street
St. Clairsville, OH 43950
Katherine Kelich, Treasurer

If to Adviser:

RedTree Investment Group
4016 Allston St., Suite 4
Cincinnati, Ohio 45209
Attention: Ryan Nelson
Telephone: (513) 758-8494
Facsimile: (513) 758-8479
E-mail: docs@redtreeinv.com

16. Representations. By executing and delivering this Agreement, the Client represents that this Agreement is valid and has been duly authorized by appropriate corporate or similar action, does not violate any obligation by which the Client is bound, and when so executed and delivered, will be binding upon Client in accordance with its terms (and the Client agrees to provide Adviser with evidence of such authority as may be reasonably requested by Adviser). The Client further represents that it has determined (on its own or based on consultations with its legal, tax, or other advisors) that having Adviser manage the Account is consistent with the Client's investment objectives and that the Client has had access to any and all information concerning Adviser which it has requested or considers necessary to make a proper evaluation

of entering into this Agreement. The Client specifically acknowledges that it has received Adviser's disclosure statement, as required by Rule 204-3 under the Advisers Act (Adviser's Form ADV Part 2A, or its brochure, herein defined as the "Brochure").

17. Miscellaneous.

The date of this Agreement shall be the later of the date of acceptance by Adviser or the receipt by Adviser of the monies and or the securities for investment.

As used herein, reference to persons in the masculine gender shall include persons of the feminine gender. References in the singular shall, as and if appropriate, include the plural.

All paragraph headings in this Agreement are for convenience of reference only, do not form part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

This Agreement shall be governed by the laws of the State of Ohio, except to the extent superseded by the Advisers Act.

Belmont County

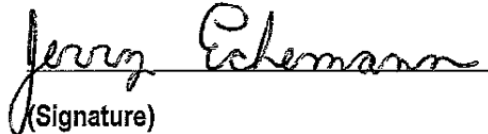
**Kindred Spirits Investment Management, LLC.
d/b/a RedTree Investment Group**

(Signature)

Name: Katherine Kelich

Title: Treasurer


Date:



(Signature)

Name: Jerry Echemann

Title: Commissioner



(Signature)

Name: Josh Meyer

Title: Commissioner

(Signature)

Name: Jennifer Trowbridge, CFA

Title: Managing Principal

Date:



(Signature)

Name: J.P. Dutton

Title: Commissioner

APPROVED AS TO FORM:



PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**TENTATIVE PACKAGE AND COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE BELMONT COUNTY SHERIFF AND FOP/OLC**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adopt the resolution approving the tentative package and collective bargaining agreement between the Belmont County Sheriff and FOP/OLC.

RESOLUTION APPROVING TENTATIVE PACKAGE
AND
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE BELMONT COUNTY SHERIFF
AND
FOP/OLC

BY THE BOARD:

WHEREAS, Ohio Revised Code Chapter 4117 establishes collective bargaining procedures for public employers and public employees; and

WHEREAS, pursuant to the provisions of Ohio Revised Code Chapter 4117, it is the desire of this Board that the tentative collective bargaining agreement reached in SERB Case No(s). 2022-MED-07-0704, 2022-MED-07-0705, and 2022-MED-07-0706 by the parties referenced above is approved by the legislative body.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that the tentative collective bargaining agreement reached in SERB Case No(s). 2022-MED-07-0704, 2022-MED-07-0705, and 2022-MED-07-0706 by the parties referenced above is hereby deemed approved by the legislative body; and

BE IT FURTHER RESOLVED that the Belmont County Sheriff and its authorized representative, are authorized to execute the above referenced collective bargaining agreement on behalf of the Employer.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Belmont County, Ohio, this 20th day of October, 2022.

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

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by the Board of County Commissioners in session the 20th day of October, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Office of County Commissioners of Belmont County, Ohio this 20th day of October, 2022.

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

AGREEMENT
BETWEEN THE
BELMONT COUNTY SHERIFF'S OFFICE



and

THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

Case #: 2022-MED-07-0705 (Deputies)
2022-MED-07-0704 (Lieutenants & Sergeants)
2022-MED-07-0706 (FT Corrections/Control
Board Ops./Matrons,
Cooks/Office Deputy

EFFECTIVE: _____, 2023

EXPIRES: December 31, 2025

TABLE OF CONTENTS

PREAMBLE/PURPOSE22
ARTICLE 2.....22
UNION RECOGNITION22
ARTICLE 322
DUES DEDUCTION.....22
ARTICLE 4.....22
F.O.P. REPRESENTATION.....22
ARTICLE 5.....23
MANAGEMENT RIGHTS23
ARTICLE 6.....23
NON-DISCRIMINATION23
ARTICLE 723
GRIEVANCE PROCEDURE.....23

ARTICLE 8.....	24
CORRECTIVE ACTION	24
ARTICLE 9.....	25
RULES AND REGULATIONS.....	25
ARTICLE 10.....	25
LABOR-MANAGEMENT COMMITTEE.....	25
ARTICLE 11.....	25
PERSONNEL FILES.....	25
ARTICLE 12.....	25
BULLETIN BOARDS/MISCELLANEOUS.....	25
ARTICLE 13.....	25
SENIORITY	25
ARTICLE 14.....	25
VACANCY AND PROMOTIONS.....	25
ARTICLE 15.....	26
LAYOFF AND RECALL	26
ARTICLE 16.....	26
LEAVES AND LEAVES OF ABSENCE.....	26
ARTICLE 17.....	28
SICK LEAVE.....	28
ARTICLE 18.....	28
INJURY LEAVE.....	28
ARTICLE 19.....	29
HOURS OF WORK.....	29
ARTICLE 20.....	29
OVERTIME / COMPENSATORY TIME	29
ARTICLE 21.....	29
STANDBY PAY.....	29
ARTICLE 22.....	30
REPORT-IN AND CALL-IN WORK	30
ARTICLE 23.....	30
TRAINING	30
ARTICLE 24.....	30
VACATIONS	30
ARTICLE 25.....	31
HOLIDAYS	31
ARTICLE 26.....	31
HEALTH AND SAFETY	31
ARTICLE 27.....	31
UNIFORM ALLOWANCE	31
ARTICLE 28.....	32
PROFESSIONAL LIABILITY INSURANCE.....	32
ARTICLE 29.....	32
HOSPITALIZATION AND MAJOR MEDICAL	32
ARTICLE 30.....	32
WAGES.....	32
ARTICLE 31.....	33
SEVERABILITY	33
ARTICLE 32.....	33
WAIVER IN CASE OF EMERGENCY	33
ARTICLE 33.....	33
NO STRIKE/NO LOCKOUT.....	33
ARTICLE 34.....	33
COPIES OF AGREEMENT	33
ARTICLE 35.....	33
USE OF COUNTY VEHICLES.....	33
ARTICLE 36.....	34
PAST PRACTICE.....	34
ARTICLE 37.....	34
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW	34
ARTICLE 38.....	34
DRUG / ALCOHOL TESTING.....	34
ARTICLE 39.....	34
PROBATIONARY PERIOD	34
ARTICLE 40.....	34
DURATION OF AGREEMENT	34
SIGNATURE PAGE.....	35
ARTICLE 1	

PREAMBLE/PURPOSE

SECTION 1. This Agreement, entered into by the Belmont County Sheriff, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P.", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreement between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining units as defined herein.

SECTION 2. To provide a fair and reasonable method by which employees covered by this agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to promote harmonious relationships, and to establish an orderly procedure for the resolution of differences between the Employer and the members of the bargaining unit.

ARTICLE 2

UNION RECOGNITION

SECTION 1. The Employer recognizes the F.O.P./O.L.C. as the sole and exclusive representative for those employees included in the bargaining units, for any and all matters relating to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement and for the administration of this Agreement.

SECTION 2. The Bargaining units include all full-time employees, as set forth in the certification issued by the Ohio State Employment Relations Board in Case No. 84-VR-04-0159 on May 2, 1984, 2022-REP-03-0040, 2022-REP-06-0066 and 2017-REP-05-0065 and as described in the units listed below unless changed by appropriate S.E.R.B. action.

Unit "A"	Unit "B"	Unit "C"
Office Deputy	Sergeants	Deputies
Matrons (Cook)	Lieutenants	
Corrections Officer	Captains	
Control Board Operator	Road Corporals	
Maintenance workers	Correction Corporals	

The parties agree to joint petition the State Employment Relations Board (SERB) to clarify and amend the units.

The parties recognize that this Agreement represents a multiple unit Agreement and unless delineated specifically by clause, all provisions of this Agreement apply to both bargaining units.

Excluded from inclusion in these bargaining units are all management level employees, confidential, seasonal, and casual employees and all other employees specifically excluded by the Ohio Collective Bargaining Act.

SECTION 3. In the event that a new position is created within the department, the Employer shall determine whether the new position will be included in or excluded from the bargaining unit and shall so advise the local F.O.P. representative, in writing, within thirty (30) calendar days. If the F.O.P. disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the F.O.P.'s notification to the Employer.

If the parties agree on the determination, it shall be implemented as agreed by the Employer and the F.O.P. If the parties do not agree, the position shall be subject to challenge by the F.O.P. to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB rules and regulations.

ARTICLE 3

DUES DEDUCTION

SECTION 1. The Employer agrees to deduct F.O.P. membership and Lodge #6 dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of the first sixty (60) days of their individual probationary periods. During the onboarding/orientation process, all new employees will meet with an F.O.P. Associate to review information on membership, dues deduction, and union benefits.

SECTION 2. The Employer agrees to deduct regular F.O.P. membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (See Appendix A) must be presented to the Employer. Upon receipt of the proper authorization, the Employer will deduct F.O.P. dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. All dues, fees and assessments deducted from employee's pay (together with a list from whom deductions were made) shall be remitted to the F.O.P. office at 222 East Town Street, Columbus Ohio 43215 once each calendar month. In addition, eligible union members who become members of the local Fraternal Order of Police, Lodge #6 may elect to have monthly membership dues deducted and sent directly to Lodge. Bargaining unit members shall complete the proper authorization necessary to ensure such deduction is made.

SECTION 3. The parties agree that the Employer assumes no obligation financial or otherwise, arising out of the provisions of this Article regarding the deduction of F.O.P. dues. The F.O.P. hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the F.O.P., their disposition thereafter shall be the sole and exclusive obligation and responsibility of the F.O.P.

SECTION 4. The Employer shall be relieved from making such individual "check-off" deductions upon an employees: (1) termination of employment, (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the F.O.P.

SECTION 5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of F.O.P. dues.

SECTION 6. The parties agree that neither the employees nor the F.O.P. shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the F.O.P. dues deduction would normally be made deducting the proper amount.

SECTION 7. The rate at which dues are to be deducted shall be certified to the payroll clerk by the F.O.P. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

ARTICLE 4

F.O.P. REPRESENTATION

SECTION 1. Non-employee representatives shall be admitted to the Employer's facilities and sites for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon reasonable advance notice to the Employer. The Employer has the right to restrict the number of non-employee representatives admitted to the Employer's facility at any one time. The F.O.P. agrees that such activities shall not interfere with the normal work duties of the employees, except to the extent authorized in advance by the Employer.

SECTION 2. The Employer will recognize eight (8) employees selected by the F.O.P., to act as representative of the Lodge for the purpose of processing grievances at steps of the grievance procedure or attending meetings as authorized herein.

SECTION 3. The local representative shall confine his F.O.P. activities to the investigation and processing of grievances and shall be permitted to attend grievance hearings, or other meetings, which have been authorized by the Employer or his representatives to be held during regular duty hours, without loss of regular pay or benefits. County vehicles shall not be utilized for travel to conduct F.O.P. business except to the extent authorized, in advance, by the Shift Supervisor, Chief Deputy or Sheriff. No Employee shall be disciplined for properly engaging in Union Activity.

SECTION 4. Where grievance hearings, or other meetings, have been authorized by the Employer, or his representatives, to be held during regular duty hours of the aggrieved employee, the F.O.P. representative and the aggrieved party in attendance shall not suffer loss in regular pay or benefits. The F.O.P. representative shall be recognized by the Employer as the appropriate representative at Step 1 of the grievance procedure.

SECTION 5. The F.O.P. shall provide to the Employer an official roster of all its officers and its representatives, which is to be kept current at all times and shall include the following.

1. Name
2. Address
3. Home telephone number

4. F.O.P. office held
5. Immediate Supervisor

No employee shall be recognized by the Employer as an F.O.P. representative until the F.O.P. has presented the Employer with written certification of that person's selection as outlined above.

SECTION 6. Any F.O.P. employee representative shall cease unauthorized F.O.P. activities immediately upon any order by the Shift Supervisor, Chief Deputy, Sheriff or designee.

SECTION 7. The Employer agrees that, except for a declared emergency, two (2) delegates to the annual conventions of the F.O.P. shall be granted accrued leave, with pay, for the purpose of participating in such conventions. Such leave shall not be more than two (2) tours of duty for each delegate. Such leave will be approved upon receipt of two (2) weeks advance written notification by the F.O.P.

SECTION 8. The highest ranking F.O.P. official in the bargaining unit, or his designee, will be permitted to use up to sixty (60) hours of personal leave time (vacation, compensatory or personal days) during a year to attend to F.O.P. and Agreement matters within their capacity. During such service in these posts, the above-designated F.O.P. officials shall continue their entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a member as though they were at all times performing their job-related duties.

ARTICLE 5

MANAGEMENT RIGHTS

SECTION 1. The Employer possesses sole right to operate the department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as limited by the terms and conditions set forth in this Agreement or in O.R.C. 4117.

- A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the department, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Directs, supervises, evaluates, or hires employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted;
- E. Suspend, disciplines, demotes, or discharges for just cause;
- F. Determine the adequacy of the work force;
- G. Determine the mission of the department as a unit of government;
- H. Effectively manages the work force;
- I. Take actions to carry out the mission of the department as a governmental unit.

SECTION 2. The F.O.P. recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

ARTICLE 6

NON-DISCRIMINATION

SECTION 1. Neither the Employer nor the F.O.P. shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, religion, sexual preference, military status, veteran's status, genetic information, protected disability or national origin.

SECTION 2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

SECTION 3. The Employer agrees not to interfere with the rights of bargaining unit employees to become, or not become, members of the F.O.P., and the Employer shall not discriminate, interfere, restrain or coerce any employee because of F.O.P. membership or because of any legal employee activity in an official capacity on behalf of the F.O.P., as long as the activity does not conflict with the terms of this Agreement.

SECTION 4. The F.O.P. agrees not to interfere with the rights of employees to refrain or resign from membership in the F.O.P., and the F.O.P. shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the F.O.P. or involvement in F.O.P. activities.

ARTICLE 7

GRIEVANCE PROCEDURE

SECTION 1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

SECTION 2. All grievances must be processed at the proper step in order to be considered at the subsequent steps, unless the parties mutually agree otherwise in writing.

Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance, which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

SECTION 3. It is the mutual desire of the Employer and the F.O.P. to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: The grievant or class of grievants signed by employee, shall provide a written grievance to the supervisor within fourteen (14) calendar days after the employee knew or should have known of the occurrence that gave rise to the grievance. The supervisor will have seven (7) calendar days to investigate the grievance, and meet and discuss the grievance with the employee. The supervisor will provide a written response to the employee on or before the seven (7) calendar days from the date the grievance was filed. The timelines outlined in Step 1 may be waived or extended if mutually agreed upon by the Employer and the Union.

Step 2: If the grievance is not resolved in Step 1, the employee, with the appropriate F.O.P. representative, if the former desires, may refer the grievance to the Sheriff or his designee within seven (7) calendar days after receiving the Step 1 reply. The Sheriff or his designee shall have fourteen (14) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate F.O.P. representative, if the former desires. The Sheriff or his designee shall investigate and respond to the grievant and/or appropriate F.O.P. representative within seven (7) calendar days following the meeting. The timelines outlined in Step 2 may be waived or extended if mutually agreed upon by the Employer and the Union.

Step 3: Arbitration:
If the grievance is not satisfactorily settled in Step 2, the F.O.P. may make written notification that the grievance will be submitted to binding arbitration. A notification for arbitration must be submitted within twenty-one (21) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply. Upon receipt of the intent to arbitrate the Employer or his designee and the representative of the F.O.P. shall, within twenty-one (21) calendar days following the notice for arbitration, jointly agree to request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation service domiciled in Ohio or Pennsylvania.

The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of nine (9) arbitrators, the parties shall select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of nine (9) arbitrators submitted to the parties by the Federal Mediation and Conciliation service. A coin toss shall be used to determine which party shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of Federal Mediation and Conciliation Service.

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles in this Agreement. He may not modify or amend the Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement. The arbitrator shall not

establish any new or different wage rates not negotiated as part of this Agreement. In event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step I of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The findings of the arbitrator shall be binding on all parties. (Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the F.O.P. in the event an alternate list is requested by mutual agreement of the parties). All costs directly related to the services of the arbitrator shall be equally divided between the Employer and the F.O.P.

Expenses of the witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees are split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

SECTION 4. All grievances shall contain all of the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed with the Shift supervisor.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident giving rise to the grievance.
8. Specific articles and sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

SECTION 5. A grievance may be filed by bargaining unit members, or by the F.O.P., as exclusive representative to enforce its rights under the Agreement, or on behalf of a group of bargaining unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. The F.O.P. shall not process a grievance on behalf of any member without the member's knowledge and consent. The F.O.P. shall attach a list of names of the members who have consented to the grievance at Step 2. Furthermore, those members will be required to sign the attached list by Step 3 of the grievance procedure. A bargaining unit member has the right to present grievances and have them adjusted, with or without the intervention of the F.O.P., as long as the adjustment is consistent with the terms of the Agreement and as long as the F.O.P. may be present at the adjustment.

SECTION 6. The Employer shall provide the F.O.P. with a list of management's designated representatives for each step of the grievance procedure.

ARTICLE 8

CORRECTIVE ACTION

SECTION 1. No employee shall be disciplined or discharged except for just cause.

SECTION 2.

- A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall normally consist of a letter of counseling, written reprimand, suspension/working suspension, demotion, and termination.
During a working suspension, the employee shall report to work on the day(s) suspended and shall be compensated at their regular rate of pay. A working suspension shall not require a predisciplinary conference. For purposes of recording the disciplinary action, a working suspension shall have the same effect as a suspension without pay in accordance with this Article.
- B. Progressive discipline shall take into account the nature of the violation and the employee's record of discipline. The Employer reserves the right to skip any or all of the normal sequence of discipline, depending on the severity of the misconduct.
- C. The Employer agrees not to discharge or suspend an employee without first arranging for a hearing. This hearing is to be held between the Employer, the employee, and their representative. However, no prior hearing is required to temporarily suspend the employee in cases where the employee is charged with one of the following: gross insubordination; possession of firearms not in accordance with the Sheriff's policy; dishonesty; fighting; drunkenness; or being under the influence of alcohol or illegal drugs which may be verified by a voluntary sobriety test or medical examination. In such cases, the Employer may suspend the employee with pay, pending disposition until a pre-disciplinary hearing can be arranged. Said hearing must occur within ten (10) business days, excluding holidays and weekends, of the pre-disciplinary notice. The time limits of this provision may be mutually extended.

SECTION 3. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

SECTION 4. All disciplinary investigations shall be conducted in accordance with the provisions of this Article.

- A. An employee may be questioned or requested to write a statement regarding his conduct or action by his supervisor. However, prior to an employee being asked questions during an internal non-criminal investigation, which may lead to suspension without pay or termination of the employee questioned, that employee shall be informed of his right to have F.O.P. representation.
The F.O.P. representation shall be the Union steward for the employee's bargaining unit. If no F.O.P. representative is available within a reasonable period of time (no more than two (2) hours) then the investigation will continue only if the delay would interfere with the ability of the department to effectively conduct the investigation.
- B. Except in circumstances requiring otherwise, an employee will only be asked questions during duty hours. In the event an employee is questioned during non-duty hours, the employee will be compensated at his appropriate rate of pay for the time spent being questioned.
- C. Any employee who refuses to answer questions may be charged with insubordination, only after receiving at least one warning that his continued refusal to answer questions may lead to disciplinary action.
- D. No polygraph or truth verification test may be administered without the voluntary consent of the employee.
- E. In evaluating the evidence regarding a complaint about an employee's conduct, the Employer will take into account the length of time which has expired between the date of the alleged incident and the date the complaint is received as bearing on the credibility of the complaining party. In the event a complaint is received from an anonymous source, the Employer will not take action against the employee complained about unless the complaint is supported by other corroborative evidence.
- F. Prior to any suspension without pay or termination of an employee, the employee will be afforded notice of the charges against him and an opportunity to review the evidence against him prior to responding in his own defense. For the purpose of this review, the Employer reserves the right to delete from the evidence, the sources that provided evidence against the employee. An employee may request an F.O.P. representative and/or attorney to assist him in responding to the charges at a disciplinary hearing before a decision is made for a suspension without pay or termination. However, under no circumstances will the request to have an attorney present be permitted to unreasonably delay holding such a hearing.
- G. The employee shall be informed, in writing, of the results of any investigation at the conclusion of the investigation. Investigations shall be completed within ninety (90) days of the employer's knowledge of the incident being investigated. In the event an investigation cannot be completed in the time frame, the FOP/OLCI and the members involved will be notified by letter of the progress and revised anticipated completion date. If the affected employee is in disagreement with the action taken by the Employer, he may file a grievance in accordance with the grievance procedure contained in this Agreement.
- H. Should an employee be placed on Administrative Leave pending investigation, leave may be for a period of forty-five (45) paid days and may be extended by written mutual agreement.

ARTICLE 9

RULES AND REGULATIONS

SECTION 1. Work Rules: The Employer shall ensure that all current permanent work rules, policies and procedures are reduced to writing and made available to all bargaining unit members.

SECTION 2. New Work Rules: The Employer agrees that new work rules adopted after the effective date of this Agreement shall be reduced to writing and provided to all bargaining unit members in advance of their enforcement.

SECTION 3. Effect of Work Rules: A work rule or policy that is in violation of this Agreement shall be the proper subject of a grievance, as is a work rule not having been applied uniformly to all employees. No employee shall be disciplined for an alleged violation of a work rule, which has not been promulgated as set forth in Section 1 and/or 2 of this Article.

ARTICLE 10

LABOR-MANAGEMENT COMMITTEE

SECTION 1. In the interest of effective communications either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party at least ten (10) business days, excluding holidays and weekends, in advance of the requested meeting day. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. The meeting shall be held within a reasonable time period.

SECTION 2. The purpose of such meeting shall be limited to:

- A. Discuss the administration of this Agreement.
- B. Notify the F.O.P. of changes made by the Employer, which affect bargaining unit employees.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the F.O.P. representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members.
- F. Discuss ways to increase productivity and improve efficiency.
- G. Consider and discuss health and safety matters relating to employees.

SECTION 3. There shall be no more than five (5) representatives for each party in attendance at the Labor/Management Conference.

SECTION 4. Any issue related to this contract that will affect or change the language or its meaning shall be taken to and voted on by the entire union membership at a union meeting held within five (5) business days, excluding holidays and weekends. Passage shall be by the majority of members attending.

ARTICLE 11

PERSONNEL FILES

SECTION 1. There shall be only one (1) official personnel file in the Sheriff's Office. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. Nothing shall be placed in the employee's personnel file without their knowledge. An employee shall be entitled to have a representative of his choice accompany him during such review.

SECTION 2. The employee shall be given the right to place a statement of rebuttal or explanation in his file for any document placed there by the Employer. No anonymous material of any type shall be included in the employee's personnel file.

SECTION 3. Records of letters of counseling and written warnings shall cease to have force and effect one (1) year from the date of issuance, provided no intervening discipline of a same or similar nature has occurred. Any record of discipline of any other kind shall cease to have force and effect two (2) years from the date of issuance, provided no intervening discipline of a same or similar nature has occurred. All disciplinary records that have ceased to have force and effect in accordance with this section shall be placed in a dead file and stored in accordance with the County's records retention schedule upon request by the employee.

SECTION 4. The following items shall be considered public information, available upon request to the Employer, from an employee's personnel file: annual salary, degree(s) held, areas of special certification, civil service status, and awards or commendations. All other documents in the personnel file shall be considered confidential to the extent allowed by law and shall not be conveyed in any manner to any person or persons unless by court order, subpoena, or written permission of the employee.

ARTICLE 12

BULLETIN BOARDS/MISCELLANEOUS

SECTION 1. The Employer agrees to provide space for bulletin boards in the Deputies Room of the Sheriff's Office for use by the F.O.P.

SECTION 2. The bulletin boards may be used by the Lodge or Labor Council for posting notices of the following type:

- A. Recreational and social events.
- B. F.O.P. elections and elections results.
- C. General membership meetings and other related business meetings.
- D. General Lodge business of interest to members.

It is understood that no material may be posted on the Union bulletin board at any time, which contain the following:

- A. Personal attacks upon any other member or any other employee.
- B. Scandalous, scurrilous or derogatory attacks upon the administration.
- C. Attacks on any other employee organization, regardless of whether the organization has local membership and,
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

SECTION 3. No F.O.P. related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the F.O.P.

SECTION 4. Items in violation of any provision of this Article shall be cause for the Employer to ask the F.O.P. to remove said item or items.

SECTION 5. The F.O.P. shall be permitted to utilize the intra-departmental mailboxes for the purpose of providing information pertaining to F.O.P. business or bargaining unit representation to the bargaining unit members. The F.O.P. agrees that the use of the mailboxes will be reasonable and limited to providing information that is necessary for the normal conduct of F.O.P. business or bargaining unit representation. The Employer reserves the right to deny such access in the event that the use of such boxes interferes with the business of the County or Sheriff's Office business. All mail placed into the mailboxes by the F.O.P. shall be the property of bargaining unit members to whom it is addressed, and such mail shall not be subjected to the Employer's review.

SECTION 6. It is agreed that the F.O.P. shall be permitted, upon a three (3) day notification in writing to the Sheriff or his designee, to place a ballot box at the Sheriff's Office up to two (2) times per calendar year for the purpose of collecting members ballots on issues relating to ratification, modification, or maintenance of this Agreement. Such boxes shall be the property of the F.O.P. and neither the ballot boxes nor their contents shall be subject to the Department's review. The F.O.P. shall take measures to secure the ballot box in the designated location and to protect it from tampering. The method of securing shall be that only an F.O.P. official shall be able to remove the ballot box. To further ensure security, the F.O.P. may assign at least one (1) off-duty F.O.P. member to oversee the F.O.P. balloting activity. The off-duty F.O.P. member shall not be compensated by the Employer.

ARTICLE 13

SENIORITY

SECTION 1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

SECTION 2. An approved leave of absence, as described in Article 16, does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

SECTION 3. In case of layoff, persons with same hire date will be recalled in alphabetical order by last name.

ARTICLE 14

VACANCY AND PROMOTIONS

SECTION 1. Vacancies: Whenever the Employer determines that a vacancy exists, a notice of such vacancy shall be posted on the Employer's bulletin board for a period of seven (7) calendar days, not including the date of posting. During the posting period, anyone wishing

to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the seven (7) calendar day period has expired. Posting shall contain the classification title, rate of pay, and a brief summary of job duties.

SECTION 2. Promotions: For promotional appointments, the Employer shall consider applications from full-time, non-probationary employees that have been employed by Belmont County Sheriff's Office in the next lower classification. If there are less than two (2) applicants in the next lower classification, the application period shall remain open for an additional seven (7) calendar days to only full-time, non-probationary bargaining unit members in the next lower rank classification, and non-departmental applicants with a minimum of five (5) years of full-time law enforcement experience. Example: Unit B. Testing shall be held as needed and shall be valid for six (6) months.

Promotion testing is available for bargaining unit members who have completed their probationary period.

Every qualified applicant for promotion will be considered based upon the following criteria:

- A. Having a passing score of at least seventy percent (70%) or more on the Belmont County Sheriff's Office promotional examination for the vacant position. All promotional exams shall be developed by the labor management committee. (All promotional examinations must be job-related and in writing.) Disputes concerning the appropriateness of a particular examination shall first be referred to the Labor Management Committee and, if not resolved in that forum, may be the subject of a grievance initiated at Step Three (3) of the grievance procedure.
- B. A four (4) member Assessment Board, two (2) chosen by management and two (2) by the union, shall be selected to review each promotional appointment, as it becomes available, with the Sheriff or his designee as moderator. Recommendations will be based on the following criteria, not necessarily in the following order:
 1. Work Performance
 2. Attendance
 3. Appearance
 4. Skill and ability

The Assessment Board will rank and then present the Sheriff with all names for consideration. The Sheriff must promote one (1) of the top three (3) off the list presented by the Assessment Board. The list shall rotate upward if a selection is made.

- C. For a period of fourteen (14) days after the test results become available, bargaining unit members shall be provided the opportunity to review their individual test papers. Test scores will be valid for a period of six (6) months from the date of posting. No credit for seniority, efficiency or any other reason shall be added to an examination grade unless the applicant achieves at least the minimum passing score on the examination without counting such extra credit.
- D. After a promotion is made in accordance with (A) and (B) of this Section, the list of remaining applicants will be used for subsequent promotions within the same classification.

Lateral Hire Program: The Sheriff shall have the authority to hire employees with prior experience above the probationary rate for Deputies/Correction Officers. For purposes of seniority, seniority earned from another agency shall not carry over. Lateral hires shall still serve a probationary period.

Prior experience shall include:

- Deputies- with previous full-time employment as a State certified law enforcement officer.
- Correction Officers- with previous full-time employment as a State certified corrections officer.

SECTION 3. The F.O.P. shall be notified of the individual selected within five (5) calendar days of appointment.

SECTION 4. An employee selected shall be considered to have qualified for the position when he has completed the probationary period of six (6) months.

SECTION 5. Should an employee fail to satisfactorily complete his probationary period because he cannot perform the promotional duties, he shall be returned to his former position, and shall not be permitted to test for a period of one (1) year for any position from the date he returns to his former position.

SECTION 6. An employee or new hire who is awarded a position as a result of a successful application may not apply for another vacant position for a period of one (1) year from the date he assumes the new position.

SECTION 7. "Promotional position" is defined as any position that carries a higher rate of pay than the position the employee currently holds.

SECTION 8. The Employer may temporarily appoint bargaining unit employees to all positions within the agency for a period of up to forty-five (45) calendar days. These temporary appointments may occur at any time the Employer is in a promotional process as defined in this Article. If it becomes necessary for the Employer to continue the temporary appointment in excess of the forty-five (45) calendar day period, such extension may only occur if it is agreeable to both the Employer and the F.O.P.

Any agreed upon extension of temporary appointment shall be reduced to writing. Any employee so appointed under the terms of this Section, including new appointees, shall be notified in writing of the temporary nature of their appointment and that such appointment constitutes, in and of itself, no indication of appointment of a more permanent nature. Such Employees shall also be notified that they must comply with the terms of this Article in order to be permanently appointed.

ARTICLE 15

LAYOFF AND RECALL

SECTION 1. When the Employer determines that a layoff is necessary due to lack of work, lack of funds, or a job abolishment (permanent deletion of a position/job function) due to a lack of funds, the affected employees shall be notified at least ten (10) calendar days in advance of the effective date of layoff. The Employer, upon request from the F.O.P., agrees to discuss with a representative of the F.O.P., the impact of the layoff on the bargaining unit employees.

SECTION 2. The Employer shall determine within what classifications layoff shall be made. Employees will be laid off in accordance with their departmental seniority within the classification with the least senior employee being laid off first. Any employee receiving a notice of layoff shall have five (5) calendar days following receipt of such notice in which to exercise his right to bump a less senior employee in the next lower classification. The Employee bumping shall receive the top pay scale of the lower classification as described in Article 29. All temporary, intermittent, part-time, and seasonal employees in the classification will be laid off before full-time employees.

SECTION 3. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section in which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required in this section shall be at the Employer's expense.

SECTION 4. Employees reinstated in the same classification from which the layoff occurred shall be paid at the same pay scale at which he was making at the time of layoff without loss of any seniority or increases. Employees reinstated to a lower classification shall receive the top pay scale for that classification. Full-time employees with recall rights shall be given the right to reinstatement before any temporary, intermittent, part-time or seasonal employee may be reinstated or hired.

SECTION 5. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the F.O.P. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

SECTION 6. The recalled employee shall have seven (7) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work.

The employee shall have fourteen (14) calendar days after notification to return to work unless a different time is agreed to by the employee and Employer.

SECTION 7. The Employer shall not contract out any bargaining unit work for the classifications listed in Article 2, Section 2 that would cause a lay-off.

ARTICLE 16

LEAVES AND LEAVES OF ABSENCE

SECTION 1. Leave Without Pay: Employees may be granted the following types of unpaid leaves of absence:

- A. Disability Separation
A physically incapacitated employee may request a disability separation. A disability separation may be granted for a period of up to two (2) years when the disability continues beyond accumulated sick leave rights and provided the employee is:
- hospitalized or institutionalized;
 - on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
 - is declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer. If the Employer designates a physician to determine if an employee is incapacitated and the Employer's physician declares the employee incapacitated, then the Employer will support any claim filed by the employee for disability to the Ohio Public Employees Retirement System (OPERS).
- Time spent on disability leave prior to a disability separation shall be considered part of the two (2) year time period.
- B. Educational Leave
An educational leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Sheriff's Office by improved performance at any level, or for voluntary service in any governmentally sponsored program of public betterment.
An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.
- C. Disability Leave
Upon request to the Employer, an employee who becomes ill, injured or pregnant shall be granted leave of absence without pay. The employee shall use all accrued sick leave before going on disability leave, subject to the Sick Leave Article. A medical statement is required indicating the probable period the employee will be unable to work, as well as, the nature and cause of the disability. Should the disability leave of absence without pay exceed six (6) months, the employee may request and be granted a disability separation. If the Employer has reason to believe the employee's illness, injury or pregnancy is inhibiting the usual performance of duties, he may order, in writing, that the employee begin sick leave, vacation leave, or disability leave at an earlier date than that selected by the employee. The employee may appeal such action through the grievance procedure. Medical data supporting the employee's case must accompany the appeal, and pertinent medical records may be released to the Employer's physician.
- D. Personal Leave
The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with his request for leave.
- E. Authorization for Leave
The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. Authorization for leave may not be granted in a disparate manner.
A leave of absence shall be requested on the standard Request for Leave Form.
- F. Sick Leave Credit and Vacation Credit During Leave
An employee on leave of absence without pay does not earn sick leave or vacation credit.
- G. Abuse of Leave
If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written certified notice to the employee and the employee may be subject to corrective action.
- H. Reinstatement From Leave
Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis, unless otherwise determined by the Employer. An employee may contact the Employer prior to the expiration of said leave and may be granted a reasonable extension for a justifiable cause within the various maximum time limits established under this Article.
- I. Insurance Premiums During Leaves
Where an employee has requested, and been granted, a disability separation leave, or a personal leave for medical reasons, the Employer shall continue its contribution to the employee's health insurance benefit programs for the duration of the leave from the date of approval of the leave, provided the employee makes arrangements with the Employer for the payment of the legally required monthly premiums.

SECTION 2. Leaves with Pay: Employees may be granted the following types of paid leaves of absence:

- A. Court Leave
The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper County form, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours.
Employees will honor any subpoena issued to them, including those for worker's compensation, unemployment compensation, arbitration, and Board or Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc., these absences would be leave without pay or vacation.
- B. Military-Leave
All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. This service does not need to be in one continuous period of time.
Employees who are members of those components listed in paragraph one (1) above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered, by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of emergency.
- C. Personal Leave
Each employee, after one (1) year of full-time employment, shall be entitled three (3) days of personal leave per payroll year. Each request for personal leave shall, whenever possible, be made at least one (1) day in advance of its intended day of usage (emergency considerations will be given). Personal leave is non-accumulative and must be used each year of the Labor Agreement.
- D. Bereavement Leave
Bargaining unit employees shall be granted up to four (4) consecutive work days (8 hour shift) or three (3) work days (12 hour shift) of leave with pay for death of a mother, father, employee's spouse, child, or step-child, brother, sister, employee's grandparents, mother-in-law, father-in-law, grandchildren, step-grandchildren, step-father, step-mother, step-brother, step-sister and significant other.
Said leave will not be charged to any other earned leaves. Additional leave chargeable to sick leave may be arranged at the discretion of the Employer.

- E. Family Medical Leave (FMLA)
The Employer may promulgate policies in compliance with the Family Medical Leave Act, as amended from time to time. The FML Policy shall be attached as an addendum, but may be amended from time to time to comply with federal or state law amendments.
- F. Parental Leave
Parental Leave shall be used in accordance with County policy.

ARTICLE 17
SICK LEAVE

SECTION 1. All employees shall receive sick leave credit at the rate of 4.6 hours per eighty (80) hours of active pay status, but not during leaves of absence or layoffs.

SECTION 2. Employees will be charged for sick leave only for days upon which they would have been scheduled to work. Sick leave shall be charged in minimum units of one-half (1/2) hour.

SECTION 3. The unused sick leave of an employee shall accumulate without limit.

SECTION 4. Sick leave shall be granted to an employee, upon approval of the Employer, and shall be in accordance with the following:

- A. All employees who are too sick, ill, or injured to report to duty shall report this fact to the supervisor in charge not less than one (1) hour prior to the time they are scheduled to report to work on each day of absence, unless emergency conditions make it impossible, or other arrangements have been made with the Employer.
- B. Such reports will contain the nature of the sickness or injury and whether attended by a physician or not.
- C. If the length of absence from duty cannot be determined; the employee shall call his supervisor subsequent to each working day to allow for proper manpower adjustments.
- D. Any use of sick leave for two (2) or more consecutive scheduled work days shall require a physician's certification.=
- E. The employee's supervisor shall be informed of the place where the employee can be contacted.
- F. All employees who use sick leave shall be required to sign a statement indicating the legitimacy and the reason for the use of sick leave.
- G. All employees having any serious contagious disease in their families shall immediately notify their supervisor and shall not report to work until released to do so by the proper authority.
- H. Where sick leave is requested to care for a member of the immediate family for two (2) or more consecutive scheduled work days, the Employer will require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. Immediate family shall be defined as employee's spouse or one who stands in place of spouse and resides in same household, parents, step-parents, children, grandchildren, significant other, siblings, step-children, or for one the employee is in loco parentis for.
- I. Employees failing to comply with sick leave rules and regulations may not be paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges.
- J. The Employer may require an employee to take an examination conducted by a licensed physician chosen by the Employer, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on a job he can perform whenever reasonably possible or on sick leave or disability separation. If the employee's physician disagrees with the findings of the Employer appointed physician, a third physician - selected by the two (2) physicians involved - shall make the final determination. The cost of such examinations shall be paid by the Employer if such costs exceed those paid by insurance.

SECTION 5. Employees (new hires) who have completed their probationary period, and who do not use any sick hours from January 1 thru April 30, shall be credited one (1) vacation day the following pay period. Employees (new hires) who have completed their probationary period, and who does not use any sick hours from May 1 thru August 31, shall be credited one (1) vacation day the following pay period. Employees (new hires) who have completed their probationary period, and who does not use any sick hours from September 1 thru December 31, shall be credited one (1) vacation day the following pay period.

SECTION 6. At the time of their retirement or death, after ten (10) years of service with the Employer, employees or their beneficiary shall receive a cash payment of one-quarter (1/4) of their accumulation of three hundred (300) days. The maximum balance of such payment for this portion of their balance shall not exceed seventy-five (75) days. For the remainder of the balance over 300 days (2,400) hours, employees will receive 1/3 of the remaining balance up to a maximum of thirty (30) additional days. If there is no beneficiary, then the cash shall be forwarded to their estate. Such payment will be based on the employee's rate of pay, including longevity supplement, at the time of retirement or death and shall be received within thirty (30) days following the date of retirement or death, provided the employee notifies the Employer in writing on or about the date of retirement.

SECTION 7. Employees who have one hundred twenty (120) hours or more of unused sick leave may donate any excess amount of sick leave over the 120 hours paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave and is employed by the Belmont County Sheriff's Office. The donations shall not exceed a maximum of forty (40) hours per pay period. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in need of leave due to the catastrophic illness or injury of the employee or the employee's immediate family, defined as mother, father, employee's spouse, child or step-child. The donating employee shall have to indicate that they want the sick leave returned or reimbursed by the member receiving the donation at the time the donation is given. If the donating employee does not indicate the donation is to be reimbursed, the accepting member shall not be required to return the donation. Such repayment will occur as the employee accrues said leave in active status. If multiple employees have donated leave, the first employee paid back will be the most senior. The catastrophic illness shall be documented by a physician and not include "bonding care."

Catastrophic illness shall be defined as an acute or prolonged illness or injury that is considered life threatening, or has the threat of serious residual disability, which results in the employee's inability to work unexpectedly for longer than thirty (30) days.

SECTION 8. The Employer will discipline members for abuse or patterned use of sick leave. The use of sick leave without a doctor's note for more than three (3) shifts, within any six (6) month period, may establish a prima facie pattern of sick leave abuse.

ARTICLE 18
INJURY LEAVE

SECTION 1. In the event an employee is injured as a direct result of performing an assigned or sworn function within the scope of the employee's authority, the employee shall immediately notify the employee's supervisor and complete an injury report form.

SECTION 2. If the injured employee is unable to perform the employee's essential functions as a result of the injury, the employee shall do all of the following:

- A. Apply for Workers' Compensation benefits;
- B. Provide to the Employer a certificate from the employee's physician stating: the nature and extent of the injury, the anticipated course of the treatment, the nature and extent of any limitations upon the employee's work activities, and an anticipated date by which the employee is expected to be able to resume performance of the essential functions of the employee's job with or without accommodation;
- C. Provide the Employer with a signed medical release allowing the Employer to communicate with and collect relevant information from the employee's health care providers; and
- D. Provide to the Employer a completed "Reimbursement Agreement" (attached to this Agreement as an Exhibit).

SECTION 3. Upon review of the information described above and any additional information, the Employer shall determine if Wage Continuation or Transitional Duty is appropriate, and so notify the employee.

SECTION 4. Any sick leave utilized after the first work week due to the injury shall be restored to the employee if Wage Continuation is determined to be appropriate and is granted, and the days converted from sick leave to Wage Continuation under this Article.

SECTION 5. Wage Continuation for employees who do not qualify for Transitional Duty is limited to ninety (90) calendar days. Employees on Wage Continuation may be moved to Transitional Duty should the Employer determine it is appropriate to do so. Employees exhausting all available Wage Continuation may be considered for Transitional Duty. Employees who have exhausted all Wage Continuation but are unable to participate in Transitional Duty shall be placed on unpaid leave until they are able to return to duty, qualify for Transitional Duty or one (1)

year elapses from the date of injury, whichever first occurs. Employees unable to return after the one (1) year shall be considered to have resigned.

SECTION 6. Any wage benefits paid to the Employee from any other source while on Wage Continuation shall be remitted to the Employer.

SECTION 7. The Employer shall determine if and when an employee is suited to a Transitional Duty position. Should the Employer determine an employee shall participate in the Transitional Duty program, the Employer shall so notify the Employee, indicate the transitional position assigned and provide the employee with the current job description for the Transitional Duty assignment if the position is already in existence. The Employer may create temporary positions for purposes of Transitional Duty assignments.

SECTION 8. If the employee declines the Transitional Duty assignment, the employee shall, within forty-eight (48) hours of receiving notice of the Transitional Duty assignment: provide a detailed explanation of the reasons, including a written statement from the employee's treating physician stating why the employee is unable to perform the Transitional Duty assignment. The Employer may, upon consideration of this information, either modify the Transitional Duty assignment to take into account any specific limitations on the employee's ability to work or elect to obtain a second opinion. The second opinion will be sought from a physician selected and paid by the Employer. The decision of this physician shall be final and binding on the parties and not subject to the grievance and arbitration provisions of this Agreement.

SECTION 9. Employees working Transitional Duty assignments shall continue any necessary treatment and keep the Employer apprised of the employee's progress and prognosis. The Employer may, from time to time, obtain information directly from the employee's health care providers in order to evaluate the Employee's ability to continue in the Transitional Duty program. The Employer may also direct the employee to take a fitness for duty exam at any time that it is deemed necessary.

SECTION 10. Employees refusing to report for Transitional Duty assignment, refusing to return to their essential functions with or without accommodation, refusing to take a fitness for duty exam or refusing to provide the information required by this Article, shall be considered to have voluntarily resigned.

SECTION 11. Both Wage Continuation and Transitional Duty pay shall be at the employee's regular rate of pay.

SECTION 12. Employees participating in either Transitional Duty or Wage Continuation shall remain subject to all standards of conduct, performance standards, Standard Operating Procedures and directives of the Employer.

SECTION 13. Employees shall not remain in Transitional Duty status in excess of one hundred eighty (180) calendar days, including any time spent on Wage Continuation. Employees exhausting all available Transitional Duty shall be placed on unpaid leave until they are fit for duty or upon the expiration of one (1) year from the date of injury, whichever first occurs. An employee unable to return to duty at the expiration of the one (1) year shall be considered to have voluntarily resigned.

ARTICLE 19

HOURS OF WORK

SECTION 1.

Employees will be assigned to one of the following schedules at the Sheriff's discretion:

A. The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours. The workweek shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12:00 midnight the following Saturday. The standard workday shall consist of eight (8) hours; or

B. The standard 14-day work cycle for all full-time employees covered by the terms of this Agreement shall be eighty (80) hours. The work cycle shall be computed between 12:01 a.m. on Sunday of the first calendar week of the 14-day cycle and at 12:00 midnight the Sunday that follows 14 days later. The standard 14-day work cycle shall consist of six (6) shifts that are twelve (12) hours in length, and one (1) shift that is eight (8) hours in length.

SECTION 2. Active pay status shall include all scheduled work hours, as well as, all hours while on approved sick leave, holidays, personal days, vacation and compensatory time.

SECTION 3. If the Employer elects, he may uniformly change the work week computation to begin at 11:01 P.M. on Saturday and end at 11:00 P.M. the following Saturday provided that such change will not result in a lowering of wages or benefits, which would normally accrue during the work week defined in Section 1 above, and providing that an 8:00 P.M. to 4:00 A.M. shift shall have half of the normal eight (8) hours allocated to each week without negatively affecting shift differential.

SECTION 4. In the event employees are scheduled to work when the time changes, required by daylight savings, are implemented they will be paid for time actually worked at the appropriate rate. Employees assigned to a shift negatively impacted by the time change, may request one (1) hour of vacation, personal leave, or compensatory time.

SECTION 5. All breaks shall be treated as paid work time as approved by the employee's supervisor. Employees shall not leave the grounds while on a paid break.

ARTICLE 20

OVERTIME / COMPENSATORY TIME

SECTION 1. Bargaining unit members following the standard eight (8) hour workday shall be compensated at straight time for all hours in paid status, except that any hours in excess of forty (40) hours in any workweek shall be compensated at a rate of time and one-half (1½) times the employee's rate of pay. All overtime shall be prior authorized by an appropriate supervisor at the direction of the Sheriff or his designee. Captains/Lieutenants shall have all overtime authorized by the Sheriff or his designee. Overtime is "prior" authorized, unless an emergency exists, that requires immediate response.

Bargaining unit members following the standard 14 day work cycle shall be compensated at straight time for all hours in paid status, except that any hours in excess of eighty-four (84) hours in any 14 day work cycle shall be compensated at a rate of time and one-half (1½) times the employee's rate of pay. All overtime shall be prior authorized by an appropriate supervisor at the direction of the Sheriff or his designee. Captains/Lieutenants shall have all overtime authorized by the Sheriff or his designee. Overtime is "prior" authorized, unless an emergency exists, that requires immediate response.

SECTION 2. All overtime compensation shall be by cash payment, unless the employee elects to receive compensatory time off. Employees, at their option, may accumulate no more than forty (40) hours of compensatory time per calendar year. The use of compensatory time shall be approved in advance by the Sheriff or his designee, provided that usage of compensatory time shall be approved or disapproved within twenty-four (24) hours of the time at which application is made.

Any compensatory time hours remaining to a non-probationary employee's name at the end of the year shall be cashed out in between the first and second pay periods in January of the following year, except that an employee may request to carry over up to twenty (20) hours. Probationary employees may carry over the entire balance.

SECTION 3. The Employer shall make a concerted effort to equally distribute overtime opportunities among qualified employees in each classification with employees currently in the same classification having right of first refusal for overtime opportunities in that classification: The Employer and Union agree to use the "code red" messaging system.

SECTION 4. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time, unless overtime has been approved by the Employer.

SECTION 5. There shall be no pyramiding of overtime and/or premium pay. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

ARTICLE 21

STANDBY PAY

SECTION 1. Standby pay is defined as payment for an assignment, which requires an employee to be immediately available, on a continuous basis during his normal off-duty hours. An employee shall be on standby status when he is personally notified by the Employer or his designee that he is on standby. Standby status will be rotated among the twenty (20) low senior deputies in the Sheriff's Office. When the Employer requires that an employee must be available for work and be able to report for work in less than an hour, the employee shall be compensated at the rate of fifty dollars (\$50.00) for each day of standby during his normal off-duty hours. If the employee is called out to work, any such call-out will be at the rate of one and one-half (1½) times pay or compensatory time for each hour of call-out. In the event of actual call-out, the fifty dollars (\$50.00) per day shall be waived.

SECTION 2. Any employee on standby who cannot be contacted or fails to report to work shall not be eligible for standby pay for that shift and will be subject to disciplinary action.

ARTICLE 22

REPORT-IN AND CALL-IN WORK

SECTION 1. Any employee who accepts an authorized request to work during hours outside his regularly scheduled time, excluding court duty, shall be paid in the following manner after reporting to his regular work assignment:

- A. An employee called, while at home, and required to begin work any time more than one (1) hour prior to his regularly scheduled shift, shall be guaranteed a minimum of two (2) hours pay at the appropriate rate of pay for such work in addition to his regularly scheduled shift pay.
- B. An employee enroute to work in his assigned departmental vehicle, who is called on the vehicle radio, at any time over one (1) hour prior to the starting time of the employee's regular shift, and requested to perform duties outside his regularly scheduled shift, shall be guaranteed two (2) hours pay at the appropriate rate of pay for such work in addition to his regularly scheduled shift pay.
- C. An employee requested to begin work anytime within one (1) hour immediately preceding the start of his regular shift, shall be paid at the appropriate rate of pay only for the time actually worked.
- D. When a bargaining unit member is called back to work by a supervisor for hours not abutting his regular shift hours, he shall be paid a minimum of three (3) hours at the appropriate rate of pay. This provision shall apply to members called in for off-duty court appearances and to departmental meetings. This minimum call-in guarantee shall be paid at one and one-half (1½) times the member's regular rate of pay when the member is thereby placed in overtime status. All report-in and call-in work, which is in addition to the employee's regular schedule, must have prior authorization of the Employer or his designee.

ARTICLE 23

TRAINING

SECTION 1. Each employee may be offered up to forty (40) hours of training per calendar year. Said training or schooling is not to be mandatory, but left to the discretion of the Employer, unless said training is mandated by State and/or Federal law or is a necessary qualification stated within an employee's job description. All training and schooling will be scheduled in accordance with the needs of the Employer and rotated among the full-time employees by classification seniority before being offered to other employees. All training and schooling shall be posted thirty (30) days in advance.

SECTION 2. Firearms training during on-duty time shall be conducted by the firearms instructor a minimum of twice per year. Ammunition for said training is to be supplied by the Employer. Safe weapons are a necessity and random inspection of firearms by a qualified supervisor will be periodically carried out.

SECTION 3. Employer will provide certified bargaining unit employees with ammunition for handguns to be used during assigned structured training sessions. These training sessions shall be mandatory, and employees may elect to be awarded compensatory time or time and one-half (1 ½) hours for off-duty range time. On-duty shall be paid as worked hours. There shall be at least three (3) sessions annually, with one training being a night shoot. In addition, bargaining unit employees may request 100 rounds of ammunition in January of each year to prepare for qualifications.

ARTICLE 24

VACATIONS

SECTION 1. All full-time employees shall earn vacation leave with pay as follows:

<u>Length of Service</u>	<u># of Weeks</u>	<u>Hourly Equivalent</u>
After six (6) months	-	Accrued Vacation
One (1) year to five (5) years	2	80
Six (6) years to twelve (12) years	3	120
Thirteen (13) to years to nineteen (19) years	4	160
Twenty (20) years to twenty-four (24) years	5	200
Twenty-five (25) years and over	6	240

Employees who are terminated during an initial probationary period shall not be eligible for an accrued vacation pay out. Such vacation leave shall be accrued to employees at the following rates:

<u>Vacation Accrued</u>	<u>Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours
240 hours	9.2 hours

Vacation leave shall accrue at the above rates of appropriate hours each bi-weekly pay period.

SECTION 2. Each employee entitled to vacation will schedule up to eighty (80) consecutive hours of vacation. The balance of any vacation may be taken in units of not less than two (2) hours. Vacation may be changed because of exigent circumstances.

An employee shall have the right to take vacations according to his classification seniority, subject to the scheduling requirements of the Department, and in accordance with the selection procedure of Section 3 and 4 of this Article.

SECTION 3. An employee requesting a one (1) day non-prescribed vacation, must submit his request to his immediate supervisor at least three (3) work days prior to commencement of such leave. Any request of a vacation of more than one (1) day must be submitted five (5) workdays prior to the commencement of such leave. All vacation requests are subject to the approval of the Employer. This provision may be waived at the discretion of the Employer.

SECTION 4. The order of selecting a vacation shall be by classification and seniority. No more than one (1) employee per shift of the road division, and no more than one (1) per shift of the jail division covered hereunder shall be permitted vacation leave at any one time, unless authorized by the Employer. In order to be granted preference hereunder, requested annual vacation selections shall begin by November 1st of the prior year and the calendar established by December 31st. Each member, by seniority, will have three (3) days to pick his or her available vacation once the selection is open to him or her. Failure to select in the three (3) day window period will result in the next member selecting and the member not selecting will be moved to the bottom of the list.

Vacation requests submitted after January 1st will be scheduled on a first-come first-serve basis but may not be requested more than sixty (60) days in advance.

SECTION 5. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the employee's next anniversary date of employment. The Employer may permit an employee to accumulate vacation from year to year, not to exceed three (3) years accrual rate.

Employees may elect once annually to receive cash payment for forty (40) hours of vacation pay submitting the request to the Employer and such payment shall be made within sixty (60) days from the time of the request.

SECTION 6. Employees on vacation may be recalled to duty only for true emergency situations. Any losses suffered by the employee, verified by receipts, shall be reimbursed by the Employer.

SECTION 7. Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

SECTION 8. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation up to the three (3) years maximum accumulation. In case of death of an employee, such unused vacation leave shall be paid to his estate or to a designated beneficiary.

SECTION 9. Prior service dates must be provided within one year of employment.

ARTICLE 25

HOLIDAYS

SECTION 1. All employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays:

- | | |
|------------------------|--------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Juneteenth | Christmas Day |
| Independence Day | Policeman's Memorial Day |
| | Floating Holiday |

If the Board of Commissioners closes the courthouse to observe a holiday, it shall be deemed a holiday for the purposes of this section. The bargaining unit employee shall also be entitled to any day declared by the Governor of the State, or the President of the United States as a holiday. The floating holiday must be requested at least three (3) workdays prior to the desired date of use.

SECTION 2. If an employee is required to work on any of the holidays listed in Section 1 above, he shall be entitled to pay for such time worked at one and one-half (1 ½) times his regular base rate of pay, plus he shall receive eight (8) hours of holiday pay, with the exception of the four major holidays (Christmas, New Year's Day, Independence Day, and Thanksgiving Day). Employees required to work on these four major holidays shall receive eight (8) hours holiday pay with additional holiday pay equal to any hours over the eight the employee is required to work. The bargaining unit member may select compensatory time in lieu of the paid holiday time. If Employee does not work the holiday, compensatory time is not calculated at time and one half (1½).

SECTION 3. If the holiday falls on the employee's scheduled duty day. The Employer shall not arbitrarily schedule the employee off on said holiday.

SECTION 4. Employees reporting off sick during assigned scheduled hours, which is a holiday, shall be charged scheduled hours of sick leave in lieu of holiday pay.

ARTICLE 26

HEALTH AND SAFETY

SECTION 1. The Employer agrees to maintain, in safe working condition, all facilities, vehicles, and equipment furnished by the Employer to carry out the duties of each bargaining unit position.

SECTION 2. Adequate first-aid equipment will be provided.

SECTION 3. Any employee involved in a critical incident shall have immediate access to a psychologist or psychiatrist for post critical incident counseling at no cost to the employee. The Employer shall assign the licensed health care professional of his choice.

SECTION 4. The Labor Management Committee shall investigate and make recommendations to the Employer regarding the disposition of high mileage vehicles, and any allegation of a safety issue described in this Article.

SECTION 5. The employee assigned the cruiser will be responsible to schedule an inspection during the first quarter of each calendar year. The safety and service check list is to be taken to the authorized service department. After the inspection, the safety and service check list is to be returned to the sheriff and arrangements made to have cruiser serviced per the inspection.

SECTION 6. The Employer shall replace ammunition for every certified employee every spring for qualifications.

SECTION 7. The Employer will make every reasonable effort to provide the following manpower per shift:

- A. One (1) Road Supervisor (Road Sergeant or Corporal) and three (3) Road Deputies,
- B. One (1) Jail Sergeant or Corporal and four (4) Corrections Officers.
- C. Two (2) cooks on duty from 6:00 a.m. to 6:30 p.m.

This section, and the requirements herein, shall in no way interfere with the Employer's right to add to or reduce the workforce or with any other provision or rights of the Employer under Article 5 of this Agreement.

SECTION 8. Any employee involved in an accidental or negligent discharge of weapon will be required to complete 4 hour remedial firearms instruction before returning to work or be placed in working area where weapon is not required until completion.

ARTICLE 27

UNIFORM ALLOWANCE

SECTION 1. The Employer agrees to maintain uniforms for each employee.

- A. The Employer shall provide, at no cost to the employee, a protective vest (soft body armor) for each member of the bargaining unit assigned to work as a Jailer or Road Deputy, who notifies the Sheriff in writing that he desires and will wear the vest while on duty. Such vest shall be replaced by the Employer in accordance with the manufacturer's specifications.
- B. New hires will receive necessary uniforms and equipment at the date of hire as listed in Appendix B. They must wait at least six (6) months before receiving any additional clothing allowance. If a new hire is terminated within the probationary period, all uniforms and equipment shall be returned to the employer.

Seven days after the first pay period in January and July of each year, each bargaining unit member shall receive a uniform/clothing allowance check in the following amount:

Matron/Cook	All Other Bargaining
Office Deputy	Unit Members
Corrections Officer	
Maintenance	
Janitorial	
\$500.00	\$700.00
\$500.00	\$700.00
\$500.00	\$700.00

This payment is retroactive and shall be prorated monthly for employees in inactive pay status for an entire month. Only BSSA approved uniforms may be worn on duty. At least yearly the Employer must provide all B.S.S.A Uniform guidelines as adopted. Supervisors shall be responsible for inspecting uniforms to ensure a professional appearance. A failure to ensure and adhere to professional appearance shall result in discipline up to and including termination.

SECTION 2. In addition to the above, the Employer shall replace, at no cost to the employee, any uniform or piece thereof, which is damaged or destroyed in the line of duty or scope of employment, unless the negligence of the employee causes the loss. Any such incident shall be reported to the Employer or his designee, supported by documentation (e.g., an incident report or call in record). After which, the Employer shall make the appropriate allowance to replace the uniform or piece.

SECTION 3. All uniforms, accessories, and other items of clothing purchased by the Employer, shall remain the property of the County. Upon termination of employment, the employee shall return such uniforms or clothing items to the County or, with the approval of the Employer, shall pay the County a fair market value for those items the employee is permitted to keep.

SECTION 4. Any personal property used in the line of duty that is lost or damaged during the performance of duty will be replaced or repaired at the Employer's expense, unless the damage or loss was caused by the employee's negligence. Any loss or damage must be reported to the employee's supervisor, in writing, within a reasonable amount of time. The report shall contain details surrounding the loss and reasons for the damage of personal property. A limit of fifty (\$50.00) dollars shall be placed on watches.

SECTION 5. Any changes in the required uniforms, clothing and accessories shall be paid by the Employer without regard to the allocated clothing allowance.

SECTION 6. The Employer has the right to establish standards of dress, which reasonably conform to the amounts of money allocated to the clothing allowance. The Employer has the right to enforce such standards uniformly, including relieving an employee from immediate duty, until he conforms to the standards.

If an employee has been charged with uniform violations and faces time off without pay through the disciplinary procedures, the Employer may, in lieu of time off, implement a uniform voucher receipt system for one uniform allowance payment during a one (1) year period for such employee.

ARTICLE 28

PROFESSIONAL LIABILITY INSURANCE

SECTION 1. The Employer shall continue to provide professional liability insurance in amounts, which meet or exceed the amount being provided at the time this contract is executed (which consists of \$1,000,000.00 per person and \$1,000,000.00 per incident).

ARTICLE 29

HOSPITALIZATION AND MAJOR MEDICAL

SECTION 1. The Employer agrees to maintain any medical and Life/Accidental Death and Dismemberment insurance programs implemented by the County Commissioners each medical and Life/Accidental Death and Dismemberment program contract year during the life of this Agreement.

SECTION 2. Full time bargaining unit employees shall be offered the same health insurance benefits/plan options as all other Belmont County Board of Commissioners' non-bargaining unit employees, subject to the same eligibility requirements, deductibles, co-pays, conditions, premium contributions, etc. as established by the Belmont County Board of Commissioners, as the same are amended from time to time.

SECTION 3. Eligible employees will be afforded their rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 as the same is amended from time to time.

SECTION 4.

The Employer, or the County as appropriate, reserves sole discretion to amend:

- A. The plan(s); or
- B. Any amount the Employer, the County, or any employee or other person covered under a plan is required pay under or toward the plan(s);

to avoid employer (or related party) penalties (fines, taxes, loss of funding, or other penalties) under applicable state or national laws, regulations, executive orders, directives, rulings, or the like, or to avoid the treatment of the benefits under the plan as taxable to an employee or a person covered under the plan(s).

SECTION 5. The Belmont County Commissioners agreed to provide vision and dental insurance for all bargaining unit members, effective June 1st, 1994.

SECTION 6. Belmont County provides all eligible full time employees, life insurance protection of \$25,000.00. Also, accidental death and dismemberment (AD&D) coverage of \$25,000.00 is provided.

SECTION 7. Any employee who can show health insurance coverage under another plan may opt to waive the insurance coverage provided by the County. Each employee who waives hospitalization coverage will receive a minimum of \$1,000.00 annually, to be paid quarterly.

ARTICLE 30

WAGES

SECTION 1.

- A. Effective the first full pay in January of each year hereafter as outlined below, the rate of pay for each bargaining unit position shall be as set forth below:

NOTE: All current bargaining unit employees shall be placed into the non-probationary rate of pay for their appropriate classification.

		Probation	Non-Probation to 3 yrs.	3 years or More	
Captain					
	2023	\$34.76	\$35.78	\$36.92	
	2024	\$35.46	\$36.50	\$37.66	
	2025	\$36.17	\$37.23	\$38.41	
Lieutenant					
	2023	\$30.90	\$31.80	\$32.82	
	2024	\$31.52	\$32.44	\$33.48	
	2025	\$32.15	\$33.09	\$34.15	
Sergeant					
	2023	\$27.47	\$28.28	\$29.20	
	2024	\$28.02	\$28.85	\$29.78	
	2025	\$28.58	\$29.43	\$30.38	
Sergeant (Corrections)					
	2023	\$25.15	\$26.55	\$27.58	
	2024	\$25.65	\$27.08	\$28.13	
	2025	\$26.16	\$27.62	\$28.69	
Corporal (Road Division)					
	2023	\$25.15	\$26.55	\$27.58	
	2024	\$25.65	\$27.08	\$28.13	
	2025	\$26.16	\$27.62	\$28.69	
Corporal (Correction Officer)					
	2023	\$22.89	\$24.50	\$25.64	
	2024	\$23.35	\$24.99	\$26.15	
	2025	\$23.82	\$25.49	\$26.67	
Deputies		Probation	1-2 yrs	3-4 yrs	5 yrs. or More
	2023	\$22.84	\$23.82	\$24.84	\$25.97
	2024	\$23.30	\$24.30	\$25.34	\$26.49

	2025	\$23.77	\$24.79	\$25.85	\$27.02
Civil, Office, Control, Cooks		Probation	1-2 yrs	3-4 yrs	5 yrs. or More
	2023	\$18.64	\$19.45	\$20.24	\$21.16
	2024	\$19.01	\$19.84	\$20.64	\$21.58
	2025	\$19.39	\$20.24	\$21.05	\$22.01
Corrections Officer		Probation	1-2 yrs	3-4 yrs	5 yrs. or More
	2023	\$20.65	\$21.56	\$22.45	\$23.47
	2024	\$21.06	\$21.99	\$22.90	\$23.94
	2025	\$21.48	\$22.43	\$23.36	\$24.42
Maintenance 1		Probation	Non-Probation		
	2023	\$16.05	\$16.64		
	2024	\$16.37	\$16.97		
	2025	\$16.70	\$17.31		
Janitorial		Probation	Non-Probation		
	2023	\$14.01	\$14.12		
	2024	\$14.29	\$14.40		
	2025	\$14.58	\$14.69		

B. Employees promoted or assigned to a higher classification and whose current rate exceeds that classification's probationary rate shall be placed in the entry-level base rate full pay schedule.

SECTION 2. Any bargaining unit member who is designated to and performs the duties of a higher classification shall be paid the Non-probation-5 yrs step rate of pay for that classification for all such work performed.

SECTION 3. All bargaining unit employees shall receive \$.50 per hour for time spent working on second and/or third shift.

SECTION 4. All current Sergeants that have completed their probationary period as a Sergeant will move into the top step for Sergeants.

SECTION 5. Any deputy assigned as K-9 Officer shall work a 7.5 hour workday (5 days a week) and will be compensated the additional .5 hours for dog handling and care (Total: 8 hours x 5 days a week = 40 hours per week). They also shall be compensated an additional 1 hour per week at the appropriate rate for dog handling and care performed during their days off. During weeks in which leave is utilized, the Sheriff may off-set any overtime due for dog handling and care.

SECTION 6. Bargaining unit employees shall receive \$.50 per hour when assigned as TAC Officer.

ARTICLE 31

SEVERABILITY

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the F.O.P. will meet promptly for the purpose of negotiating a mutually satisfactory provision on the same subject matter according to the provisions of O.R.C. Chapter 4117.

ARTICLE 32

WAIVER IN CASE OF EMERGENCY

SECTION 1. In case of a publicly declared emergency, defined as Acts of God or civil disorder, declared by the President of the United States, the Governor of the State of Ohio, the Belmont County Sheriff or the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Employer until the emergency is over:

- A. Time limits for the processing of grievances, and
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

SECTION 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 33

NO STRIKE/NO LOCKOUT

SECTION 1. The F.O.P. agrees to the essential nature of service provided by its members in protecting the public's health and safety. In recognition of this fact, the F.O.P. agrees that there shall be no work interruptions, slowdowns, strikes or sympathy strikes at any time. In the event of unauthorized interruptions, the F.O.P. agrees that it shall join the Employer in requiring its members to return to work immediately.

SECTION 2. The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement.

SECTION 3. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any authorized or unlawful strike.

ARTICLE 34

COPIES OF AGREEMENT

SECTION 1. The F.O.P. will provide copies of this Agreement to each member of the bargaining unit.

ARTICLE 35

USE OF COUNTY VEHICLES

SECTION 1. Prior to instituting any change in the assignment/use of County vehicles, the Employer will meet and discuss the issue with the F.O.P. through a labor/management meeting. The final determination on the issue shall remain with the Employer.

SECTION 2. If the Employer determines to institute a change, which would result in the reduction or rescission of the use of County vehicles, such reduction or rescission shall normally start with the least senior employee in the lowest classification. Shifts will also be considered as necessary.

SECTION 3. The Employer may, for just cause, restrict the utilization of vehicles based on non-compliance with established standards and/or procedures. Such action shall be considered the equivalent of disciplinary action for purposes of this provision and may be grieved in accordance with the terms of this Agreement.

SECTION 4. The employer may limit the use of county vehicles to one car/take home car per household should two family members be employed by this agency.

SECTION 5. The Employer retains the right to install GPS devices on any County vehicles. Prior to installation, the Employer will meet with the Union to discuss details.

ARTICLE 36

PAST PRACTICE

SECTION 1. Any past benefit or practice that has been continuous, known, and sanctioned by the Employer, but not incorporated into this Agreement, that affects wages, hours, terms or conditions of employment, shall not be altered until and unless good faith negotiations between the Employer and the F.O.P. take place and said alteration is put in writing and signed by the parties.

SECTION 2. Any past benefit or practice that has been continuous, known, and sanctioned by the Employer, but not incorporated into this Agreement, shall not be altered until and unless good faith discussion through the labor/management meeting between the Employer and the F.O.P. take place.

ARTICLE 37

BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

SECTION 1. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit as described in this Agreement. The applicability of Civil Service shall be governed by the Ohio Revised Code.

ARTICLE 38

DRUG / ALCOHOL TESTING

SECTION 38.1. Drug/Alcohol testing may be conducted on employee's post-incident, upon reasonable suspicion, or at random. Any random testing program will be developed with input from the Union.

A bargaining unit employee may, of his own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test, if he is involved in an on-duty incident or accident involving bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

SECTION 38.2. All drug-screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in three (3) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

SECTION 38.3. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence and/or otherwise too impaired to perform his duties. A positive result of a blood alcohol concentration of .03% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

SECTION 38.4.

- A. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result e testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.
- B. The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illicit substances, on or off-duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

SECTION 38.5.

- A. If a drug-screening test is positive, a confirmatory test shall be conducted utilizing the fluid from no more than two (2) of the three (3) containers collected in the manner prescribed above.
- B. In the event the second (2nd) test confirms the result of the first (1st) test; the Employer may proceed with the sanctions as set forth in this Article.
- C. In the event that the second (2nd) test contradicts the result of the first (1st) test, the Employer may request a third (3rd) test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of doubt and no sanctions shall be imposed.
- D. In the event that any two (2) results are positive, the employee is entitled to have the sample in the third (3rd) container tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.

SECTION 38.6. A list of two (2) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

SECTION 38.7. If the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to his former position. Such employee may be subject to periodic re-testing upon his return to his position for a period of one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

SECTION 38.8. If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a re-testing within one (1) year after his return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of his employment.

SECTION 38.9. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

SECTION 38.10. All test results and actions taken under or pursuant to this Article shall be kept confidential to the extent provided by state and federal law.

SECTION 38.11. An employee on prescribed medication which his or her doctor notified the employee it would impact his or her ability to perform the essential functions of the job in a safe manner shall notify the Employer of such medication. The Employer may send the employee to a Medical Review Officer to ensure said employee is capable of performing the essential functions in a safe manner.

ARTICLE 39

PROBATIONARY PERIOD

(This is for clarification purposes)

SECTION 1. The probationary period for new hires is one (1) year. Part-time employment shall not count towards this probationary period. An employee may be removed at any time without appeal during the probationary period.

SECTION 2. The probationary period for full-time promotion is six (6) months. An employee may be removed and placed in their previous position at any time without appeal during the probationary period.

ARTICLE 40

DURATION OF AGREEMENT

SECTION 1.

- A. This Agreement shall be effective upon ratification by the parties and shall remain in full force and effect until midnight December 31, 2025, unless otherwise terminated as provided herein.
- B. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this

Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the F.O.P. and all prior Agreements, either oral or written, are hereby canceled.

C. The parties agree that any amendments or additions to this Agreement take mutual agreement and must be reduced to writing.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 20th day of October, 2022.

FOR THE EMPLOYER

FOR THE UNION

David Lucas, Sheriff
BELMONT COUNTY COMMISSIONERS:
Josh Meyer /s/
J. P. Dutton /s/
Jerry Echemann /s/

Eric Changet -Chief Negotiator
UNION REPRESENTATIVES:

Brian D. Butcher, Labor Relations Consultant
Approved as to form:
David K. Liberati /s/ Assist. PA
Belmont County Prosecutor
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AGREEMENT FOR PROJECT COORDINATION AND TECHNICAL SERVICES WITH BEL-O-MAR REGIONAL COUNCIL FOR THE FORMER HABILITATION CENTER ASBESTOS REMOVAL AND DEMOLITION PROJECT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Josh Meyer to sign the Agreement for Project Coordination and Technical Services, in the amount not to exceed \$20,000.00, with Bel-O-Mar Regional Council for services related to the Former Habilitation Center Asbestos Removal and Demolition Project.

Note: This will be paid for with funds from the Brownfield Grant.

**AGREEMENT FOR
PROJECT COORDINATION
& TECHNICAL SERVICES**

This agreement made this the 20th day of October, 2022 between the Belmont County Commissioners, herein after referred to as the "Owner" and Bel-O-Mar Regional Council, a nonprofit regional planning and development council created by WV Code 8251 hereinafter referred to as the "Coordinator".

Whereas, the Owner is intending to initiate a project further described in Attachment 1, with financial assistance to be determined, and
Whereas, the owner is in need of guidance and technical assistance to properly meet requirements for project development; and,
Whereas, the Coordinator has extensive experience in providing such assistance.

WITNESSETH

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:
SPECIFIC DUTIES: The Coordinator will perform the following duties and responsibilities relative to the project noted above and further described in Attachment 1 to this agreement:

Project Coordination Includes, but is not limited to, providing technical and professional assistance to the Owner in project development and to satisfy the conditions of grant. This duty will include the Coordinator acting on behalf of the Owner to ensure that all project team members (engineer, attorney, Agency, etc.) are working jointly and independently to achieve the project goals. The Coordinator shall, as necessary, attend meetings of the Owner, Agency, regulators, etc. regarding the project. The Coordinator shall prepare all project related requests for disbursement of funds by the Agency during construction and prepare correspondence on behalf of the Owner. Labor compliance, which includes maintaining and reviewing weekly contractor/subcontractor Certified Payrolls for accuracy, conducting periodic labor interviews per DOL guidelines, reporting labor compliance violations to the DOL, and assisting the Owner and the contractor in the resolution of labor compliance complaints and issues is included.

Contract Terms

COMPENSATION The OWNER agrees to compensate the Coordinator in an amount not to exceed \$20,000.00. The method of calculating compensation for services rendered is based upon hourly direct and indirect cost of the Coordinator to provide the service which shall be reflected on each invoice for payment. The Coordinator will submit an invoice for payment at grant closing for services rendered prior to that date. Subsequent invoices will be submitted to the Owner monthly for services rendered after closing.

PROJECT TIMING All duties described above must be completed no later than the formal acceptance of the project by the OWNER (Substantial Completion of the construction contract(s)).

TERMINATION This agreement may be terminated by either party by providing notice of such termination to the other party no less than fifteen (15) days in advance of said cancellation. The owner shall be required to pay the Coordinator for services rendered prior to the date of termination. In the event of termination, the Coordinator shall provide to the owner any documents in its possession relative to project development.

AMENDMENT The scope of services identified herein may be altered only through written amendment to this agreement approved by all parties. All amendments must be reviewed by and concurred by the Agency.

Josh Meyer /s/
Josh Meyer, President

Scott Hicks, Executive Director


Date: 10/20/2022

Date: _____

Attachment 1 to Agreement for Project Coordination & Technical Services
Project Description

Name of Owner: Belmont County Commissioners
Name of Project: Former Habilitation Center Asbestos Removal and Demolition
Project Description:

The project consists of the removal of asbestos containing material and complete demolition of the former Habilitation Center and out-buildings on the site. The main structure consist of approximately 38,000 square feet. This structure has been abandoned over 16 years ago and has become dilapidated.

This project is funded by a grant from the Ohio Department of Development Brownfield Remediation Program.

REGIONAL COUNCIL CONTRACT

Upon roll call the vote was as follows:

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

RECESS

9:30 Public Hearing-Road Improvement 1188

Re: Vacation of a portion of East Avenue and Locust Street, Goshen Township

Present: Andy Hadzima, Drafting Tech II/Engineer’s Department, Keith and Ali Bethel, Petitioners and Larry Brown, Property Owner. Present at the viewing was Mr. Hadzima, Commissioner Dutton, Ali Bethel and Larry Brown.

Mr. Hadzima said Mr. Brown is against the vacation because he feels it could create new access to his property. Ms. Bethel wants it closed to keep their property together and it has never been developed. Mr. Brown said he wants the whole alley closed. He will surrender the right to his 20 foot piece if the other property owner will too. Mr. Meyer explained if Mr. Brown wants the other portion closed he will have to go through the proper procedures to close it. Mr. Meyer said, by law, each property owner splits the 40 feet of road. The property owners can have a deed written up however they would choose after the vacation is finalized. Mr. Meyer said the Board of Commissioners will decide whether to grant the vacation or not. Mr. Dutton noted the lots above are baseball fields. Mr. Hadzima contacted the mayor to let him know about the possible vacation. Mr. Hadzima said the County Engineer is recommending the vacation. Mr. Bethel said he wants to gain access to his property, family members may want to build a house on the property one day or he may want to build a shop for his business and the vacate will allow him to have more space.

**REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06
ROAD IMP #1188**

**IN THE MATTER OF
THE VACATION OF PORTION OF EAST AVE. & LOCUST ST.
GOSHEN TWP. SEC. 12, T-7, R-5**

DATE: October 18, 2022

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated **OCTOBER 12, 2022**

Proceeded on **OCTOBER 20, 2022** to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should be granted.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement is made, together with the name of each owner, accompany this report and are made a part thereof.

An accurate and detailed description of the proposed improvement describing therein the centerline and right-of-way lines follow:

“See Attached Plat”

Terry Lively /s/

**Terry D. Lively, P.S., P.E.,
COUNTY ENGINEER OF BELMONT CO, OH**

**IN THE MATTER OF THE VACATION OF
A PORTION OF EAST AVE. AND LOCUST STREET
GOSHEN TWP. SEC. 12, T-7, R-5/RD IMP 1188**

Office of County Commissioners

Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT
ORDERING RECORD, ETC.**

Rd. Imp. #1188

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 20th day of October 2022, in the office of the Commissioners with the following members present:

Mr. Meyer
Mr. Dutton
Mr. Echemann

Mr. Meyer moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

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

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:09 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Cindy Stock, HR Administrative Assistant, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:50 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 10:50 a.m.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
-----------	-----

Mr. Dutton	Yes
Mr. Echemann	Yes

Mr. Meyer said as a result of executive session there is one motion to be considered.

**IN THE MATTER OF HIRING GABBRIAL TEASDALE,
AS FULL-TIME PARAMEDIC/JAIL**

Motion made by Mr. Meyer, seconded by Mr. Dutton to hire Gabbrial Teasdale as full-time Paramedic at the Belmont County Jail, effective October 24, 2022, at pay grade 4, step 3.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

RECESS

BUDGET HEARINGS-Present: Jaclynn Smolenak, Fiscal Clerk and Lisa Vannoy, Assistant Clerk

2023 budget requests were reviewed with each department. Mr. Meyer advised all departments that the Auditor is implementing no carryover and minimal purchase orders going into 2023. Any carryover funds will go into the General Fund pot. If a department has purchase orders they need to be accounted for and attached to a contract. Mr. Dutton asked each elected official or department head to encourage their employees to participate in the wellness program. It is the best way to curtail rising insurance costs and is a health benefit. Mr. Dutton asked the elected officials to consider implementing pay scales for their department. It allows for better budgeting. The scales can be revisited or frozen if necessary.

PUBLIC DEFENDER-Present: Frank Pierce and Kristy Bellville

\$685,345.00 requested for 2023. Mr. Pierce said a 5% increase has been added for salaries. Three employees left in 2022, one part-time attorney has been hired. They could use an additional phone line or cell phone plan due to most clients now call in instead of coming to the office. Mr. Pierce said their office handles all of the appointed counsel fee paperwork when it comes in which takes a lot of time. In most counties it goes through the Auditor's office. He will talk to Auditor Henry.

RECESS

RECORDS -Present: Laura Ellis

\$15,000.00 requested for 2023 for supplies, destruction costs and other expenses. Ms. Ellis said a new van will be needed at some point. The one they are using is a 2004 and was handed down from the Auditor's office. She received quotes in the amount of \$30,000.00 for a used van to \$40,000.00 plus for a new van.

RECESS

PROSECUTOR'S-Present: Kevin Flanagan

\$947,160.00 requested for 2023. Mr. Flanagan said they had one retirement in 2022. They did not hire a replacement for one month to help offset the payout amount. The Victim's Advocate was taken on as an employee under the Prosecutor's office. A portion of her salary is compensated by the state. Mr. Flanagan said a approximately \$70,000 was returned to the General Fund through the 4-D contracts. He is discussing with the Treasurer about his office taking on the tax foreclosures. They would receive \$2,000 to \$3,000 for each one completed. Mr. Flanagan said a 3% increase was figured in for attorneys and a 7% increase for the administrative staff. There are seven administrative staff and seven full-time attorneys and one part-time attorney.

RECESS

Reconvened Monday, October 24, 2022, at 8:52 a.m. with Commissioners Dutton and Echemann present.

Absent: Commissioner Meyer

BUDGET HEARINGS-Present: Jaclynn Smolenak, Fiscal Clerk and Lisa Vannoy, Assistant Clerk

DIVISIONAL COURTS-Judges Costine, Berhalter and Trouten and Clerks Jessica Uscio, Donna Cottage and Cheri Westlake.

\$654,208.00 requested for salaries and PERS for 2023. Mr. Dutton explained the Auditor is implementing no carryover and minimal purchase orders going into 2023. Any carryover funds will go into the General Fund pot. He said the next 12 months will be a transition period. Mr. Dutton said he knows the salary adjustments made in July affected the budget. Judge Berhalter said the amount they received for 2022 was not enough to cover salaries and PERS. Mr. Echemann encouraged employees to participate in the Wellness Program. Mr. Dutton said it is the best way to curtail rising insurance costs and is a health benefit. He noted our health insurance costs decreased 2 ½% for 2023.

RECESS

Mr. Dutton said there is no further business to come before the board.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:11 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 9:11 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 26th day of October, 2022.

J. P. Dutton /s/ _____

Jerry Echemann /s/ _____ COUNTY COMMISSIONERS

Commissioner Josh Meyer – Absent _____

We, J. P. Dutton and Bonnie Zuzak, Vice-President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

J. P. Dutton /s/ _____ VICE-PRESIDENT

Bonnie Zuzak /s/ _____ CLERK