

St. Clairsville, Ohio

January 25, 2023

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

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

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

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

IN THE TOTAL AMOUNT OF \$2,434,597.79

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

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

FROM	TO	AMOUNT
E-2813-K000-K26.000 Materials	E-2813-K000-K29.011 Contract Services	\$8,000.00

M78 TITLE IV-E REIMBURSEMENT (RANDOM MOMENTS)

FROM	TO	AMOUNT
E-0400-M078-M01.002 Salaries	E-0400-M078-M05.000 Other Expenses	\$85,000.00

S96 BCBDD-MEDICAID RESERVE FUND

FROM	TO	AMOUNT
E-1589-S096-S12.000 Other Expenses	E-1589-S096-S08.002 Salary	\$352.00
E-1589-S096-S12.000 Other Expenses	E-1589-S096-S09.000 Fringes	\$103.66

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Fund	\$62.90

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND B00 DOG & KENNEL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	R-1600-B000-B11.574 Transfers In	\$195,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

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

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

E-2812-K000-K16.013	Contract-Projects	\$1,400,000.00
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S53 COMMON PLEAS ALCOHOL MONITOR

E-1543-S053-S05.000	Other Expenses	\$8,981.61
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S54 COMMON PLEAS/GEN SPEC/MEDIATION SERVICES

E-1544-S054-S01.002	Salary	\$20,000.00
E-1544-S054-S02.003	PERS	\$10,000.00
E-1544-S054-S03.004	Workers Comp	\$6,000.00

S75 MHAS SUBSIDY GRANT

E-1518-S75-S03.002	Salary/Fringes	\$28,117.67
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S89 COMMON PLEAS CRT-GEN SPEC PROJECT

E-1572-S089-S01.000	Other Expenses	\$337,587.06
E-1572-S089-S02.000	Guardian Ad Litem	\$40,000.00

S95 COMMON PLEAS CRT-COMPUTER FUND

E-1588-S095-S03.000	Other Expenses	\$33,542.16
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W50 MARRIAGE LICENSE

E-9711-W050-W03.000	Marriage License	\$7,040.00
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****JANUARY 25, 2023****

L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L01.002	Salaries	\$40,000.00
E-1810-L001-L02.010	Supplies	\$5,000.00
E-1810-L001-L03.012	Equipment	\$5,000.00
E-1810-L001-L05.011	Contract Services	\$5,000.00
E-1810-L001-L08.000	Scholarship/Education	\$5,000.00
E-1810-L001-L09.000	Travel and Expenses	\$5,000.00
E-1810-L001-L11.003	OPERS	\$10,000.00
E-1810-L001-L13.005	Medicare	\$5,000.00
E-1810-L001-L14.000	Other Expenses	\$5,000.00

S12 PORT AUTHORITY

E-9799-S012-S07.000	Professional Services/Research	\$70,000.00
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$70.00
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S73 MULTI COUNTY PROBATION SERVICES

E-1572-S073-S10.000	Other Expenses	\$430,841.08
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Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$311,692.63
E-9801-Y001-Y03.000	Township-Permissive Tax	\$61,861.80
E-9801-Y001-Y05.000	Pease Township	\$2,828.79
E-9801-Y001-Y06.000	Goshen Township	\$1,490.54
E-9801-Y001-Y07.000	Warren Township	\$2,656.72
E-9801-Y001-Y08.000	Pultney Township	\$2,909.04
E-9801-Y001-Y09.000	Flushing Township	\$480.86
E-9801-Y001-Y10.000	Colerain Township	\$1,210.22
E-9801-Y001-Y11.000	Kirkwood Township	\$147.17
E-9801-Y001-Y12.000	Mead Township	\$914.27
E-9801-Y001-Y13.000	Richland Township	\$1,904.16
E-9801-Y001-Y14.000	Smith Township	\$400.97
E-9801-Y001-Y15.000	Somerset Township	\$475.88
E-9801-Y001-Y16.000	Union Township	\$570.65
E-9801-Y001-Y17.000	Washington Township	\$109.66
E-9801-Y001-Y18.000	Wayne Township	\$246.25
E-9801-Y001-Y19.000	Wheeling Township	\$524.05
E-9801-Y001-Y20.000	York Township	\$199.82

SHERIFF FUNDS/VARIOUS

E-0131-A006-A10.000	Transport	\$500.00
E-0131-A006-A17.010	Cruisers	\$12,455.14
E-0131-A006-A20.000	False Alarms	\$1,350.00
E-0131-A006-A23.000	Background	\$158.00
E-0131-A006-A24.000	E-SORN	\$900.00
E-0131-A006-A28.000	Shop with a Cop	\$553.00
E-0131-A006-A32.000	Warrant Fee	\$355.81
E-0131-A006-A33.012	Equipment	\$4,695.00
E-5100-S000-S01.010	Commissary	\$29,558.85
E-5101-S001-S06.000	CCW License	\$1,966.00
E-5101-S001-S07.012	CCW Equipment	\$1,680.00
E-9710-U010-U06.000	Reserve	\$5,969.02

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated January 25, 2023, presented by the County Auditor pursuant to O.R.C. 5705.41(d)1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows:
BCDJFS-Courtney Clark, Jessica Harley, Christine DiNapoli, Trina Palmer, Shannon Weekley, Janelle Nardo, Annika Burgia and Emily Cominsky to Palm Springs, CA, on May 31-June 4, 2023, to attend the West Coast Symposium. Estimated expenses: \$23,112.00

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	No

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 18, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RETIREMENT OF
LORI LEIFFER, INCOME MAINTENANCE AIDE II/JFS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the retirement of Lori Leiffer, full-time Income Maintenance Aide II at the Belmont County Department of Job and Family Services, effective February 3, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF EXTENDING TERMS OF COMMISSIONER J. P. DUTTON
AND BELMONT COUNTY ENGINEER TERRY LIVELY TO THE BELMONT
COUNTY TRANSPORTATION IMPROVEMENT DISTRICT(TID) BOARD**

Motion made by Mr. Echemann, seconded by Mr. Meyer to extend the terms of Commissioner J. P. Dutton and Belmont County Engineer Terry Lively on the Belmont County Transportation Improvement District (TID) Board for one additional year extending the term date to December 31, 2024.

Note: Staggering the board member terms will create continuity for multi-year, long-term projects.

Upon roll call the vote was as follows:

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

Mr. Dutton said counties are allowed to create this board through the Ohio Revised Code. They work on transportation projects outside the scope of the County Engineer, usually they have more of an economic development slant to them. The TID board is eligible for state funding. One of the projects the board has worked on over the last few years is the connector at the mall, Mall Commons Crossing. Also, a major culvert replacement was done near the Fox Commerce Industrial Park and repaving of the Fox Commerce Industrial Park. They are working on a project near the Blaine area.

IN THE MATTER OF ACCEPTING THE BELMONT COUNTY PROSECUTING ATTORNEY’S FURTHERANCE OF JUSTICE ANNUAL REPORT FY 2022

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the Belmont County Prosecuting Attorney’s Furtherance of Justice annual report for the year 2022 in accordance with O.R.C. Section 325.12.
Upon roll call the vote was as follows:

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

Mr. Dutton said this is grant funding that is received by the Prosecutor’s office from the State of Ohio.

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract with Popa Consulting LLC, in a lump sum compensation amount not to exceed \$40,000.00, for the 2023 bridge load rating service for Belmont County, based upon the recommendation of Terry Lively, Belmont County Engineer.
Note: This will be paid for from the Engineer’s MVGT funds.

AGREEMENT

This agreement entered into at St. Clairsville, Ohio, this 25th day of January, 2023, by and between the County of Belmont, acting by and through the Board of County Commissioners, hereinafter referred to as the County and Popa Consulting LLC, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Consultant with an office located at 5630 Bonnie Lou Drive, New Franklin, Ohio 44319, WITNESSETH:

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

CLAUSE I - WORK DESCRIPTION

- The Consultant agrees to provide bridge load rating service for Belmont County in 2023 including:
- 1. Load rating calculations and any section loss measurements shall be performed by Popa Consulting for all 74 structures assigned by the County Engineer’s office.
 - 2. Enter all the new Special Haul Vehicle & Emergency Vehicle rating factors and an electronic copy of the BR-100 form into the ODOT Assetwise (AWAR) for the bridge.
 - 3. All load ratings shall be completed by December 2023.
 - 4. All load rating calculations shall be performed using AASHTOWare BrR software exclusively.
 - 5. The county shall provide Popa Consulting with any existing load rating calculations, plans, shop drawings or input files along with any bridge geometry measurements and section properties.
- Deliverables
- 1. One electronic copy of all load rating calculations and BR-100 for placement into the County’s master electronic file.
 - 2. One electronic copy of all load rating report and calculations.
 - 3. One electronic copy of any load limit signage warranted for placement at each structure.

CLAUSE II - WORK SCHEDULE

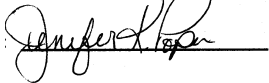
The consultant agrees to begin immediately upon authorization to proceed. The work will be completed by December 2023.

CLAUSE III - PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the work specified in the Agreement as follows:
Compensation based upon the work performed in accordance with the hourly rate schedule of the Popa Consulting LLC, Standard Contract, 2023, with a lump sump compensation that shall not exceed Forty Thousand Dollars, \$40,000.00.
Prime compensations, only as agreed and by letter authorization from the county may be added to or subtracted.
Partial payments based upon percentage of work completed, will be invoiced by the Consultant monthly.

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

POPA CONSULTING, LLC


Witness: 

Witness: Bonnie Zuzak /s/

Witness: Bonnie Zuzak /s/

Approved as to form

Upon roll call the vote was as follows:

By: 
Title: Principle/CEO
BELMONT COUNTY ENGINEER
Terry Lively /s/
BELMONT COUNTY COMMISSIONERS
By: Jerry Echemann /s/
By: J. P. Dutton /s/
By: Josh Meyer /s/
BELMONT COUNTY PROSECUTOR
By: David K. Liberati /s/
Assist PA

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

IN THE MATTER OF ENTERING INTO QUALITY SOLUTIONS SERVICES AGREEMENT WITH SYSTEM ONE HOLDINGS, LLC/WATER & SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept Proposal No. 2023-001 and enter into the Quality Solutions Services agreement with System One Holdings, LLC, in the not to exceed amount of \$21,256.00, to provide EvisiveScan Microwave examination services to address HDPE piping electrofusion integrity on the couplings in the recently completed Phase 2 waterline project, based upon the recommendation of Water and Sewer District Director Kelly Porter.
Note: This will be paid for out of water revenues and will be submitted to USDA for reimbursement.



QUALITY SOLUTIONS SERVICES AGREEMENT

This Quality Solutions Services Agreement ("Agreement") is made as of the 25th day of January, 2023, between System One Holdings, LLC ("System One") and Belmont County Water and Sewer District ("Client"). By executing this Agreement, System One and Client agree to be bound by the terms and conditions set forth below.

1. **SERVICES.** System One will assign its personnel to perform Quality Solutions Services (defined as Quality Assurance, Quality Control, Nondestructive Examination, Supplier Surveillance Services) pursuant to work orders executed by System One and Client (each, a "Work Order"), a form of which is attached hereto as Exhibit A. All Work Orders are incorporated herein by reference and to the extent that any Work Order conflicts with this Agreement, this Agreement will prevail.

2. **INDEPENDENT CONTRACTOR.** The services which System One shall render under this Agreement shall be as an independent contractor with respect to each other and to Client. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between System One and Client.

3. **TERM.** This Agreement will commence on the date hereof and remain in force until terminated by either party. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Such notice, and all other notices required under this Agreement shall be personally delivered or sent by recognized overnight courier or by certified mail, return receipt requested, or by fax followed by a certified mail hard copy and shall be effective when received at the addresses set forth on the signature page hereto. Either party may modify the contact information in this Section by notifying the other party in writing in accordance herewith. In the event the a party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make any payments within the time periods specified in this Agreement (in any event, the "Breaching Party"), the other party may terminate this Agreement upon written notice to the Breaching Party.

4. **PAYMENT AND BILLING.** Client will pay System One at the rate(s) set forth on a Work Order. Client will reimburse System One for all incidental expenses, pre-authorized in writing by Client. System One will submit invoices to Client on a bi-weekly basis stating the services furnished and any pre-authorized incidental expenses. Client must pay all invoices within 30 days after the date of each invoice in U.S. Dollars. Late payments may at System One's option

bear interest at 1.5% per month. System One reserves the right immediately to withdraw any and all personnel and to cease providing services if any invoice is not paid when due. Client agrees to pay all applicable sales, use, excise and other value added taxes.

5. **CONVERSION.** Unless otherwise set forth on a Work Order, Client will not employ, engage or otherwise retain, or refer to any third party, any personnel assigned to Client or any individual whom System One refers to Client, during the term of this Agreement and for 12 months after the end of the assignment.

6. **INSURANCE.** System One will maintain (i) general liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and (ii) workers compensation insurance as required by the laws of the State to which the Workers will be assigned.

7. **INDEMNITY BY SYSTEM ONE.** Except as otherwise more narrowly limited by applicable law, and subject to the terms and conditions of this Agreement, System One agrees to defend, indemnify, and hold Client harmless of and from any and all loss, cost and expense that Client actually incurs (including reasonable attorney's fees) for (i) bodily injury, death or tangible third party property damage to the extent caused by the negligence or willful misconduct of System One in the performance of the Services, and/or (ii) the breach of this Agreement by System One.

8. **RESERVED.**

9. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability of System One to Client arising from or related to this Agreement or the performance of Services hereunder shall be limited to direct damages not to exceed \$1,000,000, and Client knowingly and intentionally waives all liability against System One in excess of that amount. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER ANY LIABILITY ARISES FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER CAUSE.



The indemnities, waivers and limits of liability contained herein shall survive this Agreement.

10. **WARRANTIES.** Other than as set forth herein, System One makes no representations or warranties of any kind, either express or implied.

11. **WAIVER.** EXCEPT LOSSES ARISING OUT OF FRAUD, THE FULLEST EXTENT PERMITTED BY LAW, NEITHER SYSTEM ONE NOR CLIENT, NOR THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE TO THE OTHER OR ITS AFFILIATES, AND EACH PARTY HEREBY WAIVES AND RELEASES ALL CLAIMS FOR, ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER OR NOT FORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT OR WARRANTY, THE FAILURE OF ANY REMEDY HEREUNDER FOR WANT OF ITS ESSENTIAL PURPOSE, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHER BASIS OF LIABILITY. SUCH DAMAGES INCLUDE, WITHOUT LIMIT, LOSS OF PROFITS, REVENUE, INTEREST, OPPORTUNITY, GOODWILL, USE OF PROPERTY OR CAPITAL, OR DIMINUTION OF VALUE, FINANCING COSTS OR CLAIMS OF CLIENT'S CUSTOMERS (COLLECTIVELY, THE "**EXCLUDED DAMAGES**").

12. **MISCELLANEOUS.** Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect

because of such law, this shall not affect any other provision which can be given effect without the conflicting provision or clause. This Agreement and the exhibits attached hereto contain the entire understanding between the parties hereto, and supersede all prior agreements and understandings relating to the subject matter hereof. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by the parties. The rule of construction that ambiguities in an agreement are to be construed against the drafter shall not be invoked or applied in any dispute regarding this Agreement. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective representatives, successors, and permitted assigns. Neither this Agreement, nor any term herein, is intended to be for the benefit of any third party. Neither Party shall transfer or assign this Agreement, in whole or in part, without the written consent of the other party; provided that (i) that System One may (i) assign this Agreement to a successor in interest to the business of System One (by asset sale, merger, stock sale or otherwise), and (ii) engage subcontractors in order to provide the Services described herein. The failure of a party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision or right thereafter to enforce each and every provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to any conflicts of law principles thereof.

System One Holdings, LLC

By: [Signature]
(sign here)
Name: Steven A. Huntington
Title: Sr. Vice President

BELMONT Co. Commissioners
(Name of Client) x [Signature]
By: x [Signature] x [Signature]
(sign here) JERRY ECHTMANN
Name: J. P. DUTTON JOSH MEYER
VICE PRESIDENT MEMBER
Title: PRESIDENT MEMBER

APPROVED AS TO FORM:

[Signature] PA
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

Mr. Dutton said there was some concern about couplings installed on the recently worked on waterline project. If there are any issues they will be addressed.

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the proposal from BEARCOM in the amount of \$19,630.15 to provide and install all necessary uplifting to the 2023 Ford Explorer for the Belmont County Sheriff’s Department.
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM CARDINAL INCORPORATED/WESTERN COURT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Cardinal Incorporated in the amount of \$1,158.72 for one county seal plaque, for the Western Court courtroom.
Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Jerry Miller, Mt. Victory Road, voiced his concern about a culvert by his son’s driveway. He presented pictures to the Commissioners. The culvert was replaced when the waterline was put in years ago by the Water Department. The culvert is shallow to the surface with concrete over it. Over the years the concrete busted away and now water is starting to run down through the yard. Mr. Miller talked to Dan Boltz, Belmont County Assistant Engineer, about the issue. He was told the Engineer’s Department will give him the culvert pipe, but he has to buy a permit and then will be told how to do it. Mr. Miller said, per the right-of-way, the county is responsible for 14 feet, 6 inches from the center line. He said a slip will be fixed about 500 yards down the road and since the equipment will already be there he would like the lane extended up. Mr. Dutton said they will talk to the Engineer. He said the Engineer’s is a separate office.

Larry Merry, Belmont County Port Authority Director, said he has been working with Jobs Ohio and property owners trying to lay the groundwork to develop relationships and trust. He said there is a lot of interest in Eastern Ohio.

Announcement: Mr. Dutton said, “We’ve been working with Congressman Bill Johnson over the past year on federal funding through the federal budget bill for a sewer project that impacts part of the sewer system leaving the mall area and heading down through Blaine and eventually making its way to East Ohio Regional Waste Authority. There’s a constraint issue there as you leave the retail area. Some improvements and upgrades need to be made to that area, so we’ve been working to try and secure federal funding, and a federal funding bill approved right before the end of the year did have \$800,000 for the Belmont County Sanitary Sewer District to do that project.” He noted the project was also supported by Senator Brown. Mr. Dutton said they appreciate Congressman Johnson for taking the lead.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:53 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator (via phone), 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 10:34 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:34 a.m.
Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF HIRING WILLIAM ESTEP
AS FULL-TIME 9-1-1 DISPATCHER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of William Estep, full-time 9-1-1 Dispatcher at Belmont County 9-1-1, effective January 30, 2023.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING RESIGNATION OF
MELISSA WADE, FULL-TIME 9-1-1 DISPATCHER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the resignation of Melissa Wade, full-time 9-1-1 Dispatcher at Belmont County 9-1-1, effective February 3, 2023.
Upon roll call the vote was as follows:

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

RECESS

Reconvened at 11:51 a.m. with no further business to be had.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:51 A.M.
Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 11:51 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 1st day of February, 2023.

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

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

J. P. Dutton /s/ PRESIDENT
Bonnie Zuzak /s/ CLERK