

St. Clairsville, Ohio

November 1, 2023

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

**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 \$3,073,540.82**

Upon roll call the vote was as follows:

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

**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:

**A00 GENERAL FUND**

FROM	TO	AMOUNT
E-0011-A001-B02.002 Salaries-Employees	E-0011-A001-B11.000 Other Expenses	\$50,000.00
E-0013-A001-B16.002 Salaries-Employees	E-0011-A001-B11.000 Other Expenses	\$16,000.00

**H00 PUBLIC ASSISTANCE FUND/BCDJFS**

FROM	TO	AMOUNT
E-2510-H000-H17.000 Other Expenses	E-2510-H000-H01.002 Salaries	\$100,000.00
E-2510-H000-H17.000 Other Expenses	E-2510-H000-H02.010 Supplies	\$15,000.00
E-2510-H000-H17.000 Other Expenses	E-2510-H000-H11.000 Travel	\$15,000.00

**H10 CSEA FUND/BCDJFS**

FROM	TO	AMOUNT
E-2760-H010-H15.000 Other Expenses	E-2760-H010-H01.002 Salaries	\$90,000.00
E-2760-H010-H15.000 Other Expenses	E-2760-H010-H07.003 PERS	\$15,000.00
E-2760-H010-H15.000 Other Expenses	E-2760-H010-H11.005 Medicare	\$1,100.00

Upon roll call the vote was as follows:

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

**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 W80 PROSECUTORS-VICTIM ASSIST PROGRAM**

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	R-1511-W080-P07.574 Transfers In	\$7,806.50

*\*\*Required cash match for Grant Number: 2024-VOCA-135499450. Grant period: 10/01/2023-09/30/2024.*

Upon roll call the vote was as follows:

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

**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\*\***

**A00 GENERAL FUND**

E-0040-A002-G12.000	Bail Bondsman	\$2,000.00
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**T11 BEL. CO. COMMISSIONERS C.D.B.G.**

E-9702-T011-T06.000	Home Program Inc Expense	\$25,554.77
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**\*\*NOVEMBER 1, 2023\*\***

**H05 WORKFORCE DEVELOPMENT FUND/BCDJFS**

E-2600-H005-H01.000	In-School Youth	\$50,000.00
E-2600-H005-H02.000	Out-of-School Youth	\$50,000.00

**N03 FEMA PROJECTS/ENGINEERS**

E-9003-N003-N04.055	Contract Services	\$12,328.73
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**T11 BEL. CO. COMMISSIONERS C.D.B.G.**

E-9702-T011-T06.000	Home Program Inc Expense	\$11,765.69
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**SHERIFF/VARIOUS FUNDS**

E-0131-A006-A09.000	Medical	\$158.49
E-0131-A006-A17.010	Cruisers	\$3,997.28
E-0131-A006-A20.000	False Alarms	\$50.00
E-0131-A006-A21.000	Towing	\$150.00
E-0131-A006-A23.000	Background	\$259.00
E-0131-A006-A24.000	E-SORN	\$430.00
E-0131-A006-A27.000	Dive Team	\$1,000.00
E-0131-A006-A32.000	Warrant Fee	\$1,276.81
E-5100-S000-S01.010	Commissary	\$1,563.65
E-5101-S001-S06.000	CCW License	\$739.00
E-5101-S001-S07.012	CCW Equipment	\$772.00
E-9710-U010-U06.000	Reserve	\$1,954.43

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes

Mr. Meyer      Absent

**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 November 1, 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	Absent

**IN THE MATTER OF TRANSFER OF FUNDS  
FOR HSA CHARGEBACKS/NOVEMBER 2023**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for HSA Chargebacks for November 2023.

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE DELTA DENTAL CHARGEBACKS FOR  
THE MONTHS OF OCTOBER AND NOVEMBER 2023**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Delta Dental Chargebacks for the months of October and November 2023

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	19,297.28
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	509.88
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	345.58
GRANT / JUVENILE COURT			
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	207.44
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	155.58
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	1,482.92
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	179.72
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	19.00
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	51.86
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	70.86
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	207.44
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	103.72
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	103.72
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	103.72
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	425.16
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	179.72
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	103.72
COUNTY HEALTH DEPT			

County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	425.53
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	2.10
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9891-Y091-Y07.500	43.65
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	43.16
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	79.86
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	41.32
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	130.35
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	174.19
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	114.73
Maternal Child Health Services (MCH)	E-2233-F085-F01.002	R-9891-Y091-Y07.500	110.68
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	3.71
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	133.16
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	19.45
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	2.10
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	12.07
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	528.88
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	1,678.52
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	207.44
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	38.00
K-25	E-2811-K200-K10.006	R-9891-Y091-Y07.500	174.58
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	207.44
K-25	E-2813-K000-K39.006	R-9891-Y091-Y07.500	103.72
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	2,788.55
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	706.63
WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	311.16
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	3,767.88
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	452.88
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	1,444.92
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	103.72
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	38.00
TOTALS		R-9891-Y091-Y07.500	37,435.70

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE VISION**

**CHARGEBACKS FOR THE MONTHS OF OCTOBER AND NOVEMBER 2023**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Vision Chargebacks for the months of October and November 2023.

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	5,956.14
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	156.03
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	120.18
GRANTS/JUVENILE COURT			
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	59.04
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	44.28
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	476.52

REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	59.88
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y06.500	7.59
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	14.76
TARGETED COMM ALTERN TO PR	E-1545-S055-S02.002	R-9891-Y091-Y06.500	22.35
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	59.04
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	29.52
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	29.52
EASTERN SPEC. PROJ.	E-1571-S087-S03.006	R-9891-Y091-Y06.500	29.52
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	134.10
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	59.88
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	29.52
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	128.62
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	0.61
Public Health Workforce	E-2238-F090-F01.002	R-9891-Y091-Y06.500	17.44
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	12.74
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	22.73
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	14.81
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	38.12
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	49.60
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	38.43
Maternal Child Health Services (MCH)	E-2233-F085-F01.002	R-9891-Y091-Y06.500	31.50
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	1.48
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	42.95
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	5.56
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	0.60
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y06.500	3.44
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	163.62
DEPT OF DD 2410/2420	E-2410-S066-S70.011	R-9891-Y091-Y06.500	1,719.72
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	479.91
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	59.04
K-1	E-2810-K200-K10.006	R-9891-Y091-Y06.500	15.18
K-2	E-2811-K200-K10.006	R-9891-Y091-Y06.500	51.87
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	608.10
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	236.16
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	807.83
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	213.13
WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	88.56
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	1,130.16
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	133.26
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	446.16
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	29.52
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	15.18
TOTAL			13,893.90

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies.  
**T11 HOME PROGRAM INCOME-\$11,765.69** paid into R-9702-T011-T11.501 Home Program Income (*\$4,927.04 paid in on 5/25/23 and \$6,838.65 paid in on 10/17/23*).

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann granting permission for county employees to travel as follows:  
**DJFS**-Megan Stuckey to Sugarcreek, OH, on January 11-13, 2024, to attend the Foster Parent Winter Conference. Estimated expenses: \$572.46. John LaRoche and Nicole Couch to Sugarcreek, OH, on March 26-29, 2024, to attend the 2024 Leadership Conference. Estimated expenses: \$1,409.60.  
**SSOBC**-Bellaire Senior Center employees to Wheeling, WV, on December 4, 2023, for a senior outing to Oglebay Festival of Lights and Uncle Pete’s Restaurant. Bethesda Senior Center employees to Triadelphia, WV, on December 14, 2023, for a senior outing to the Highlands. County vehicles will be used for travel.  
**WATER & SEWER DISTRICT**-Mario DeFelice and Jamie McGarry to Minerva, OH, during the week of October 30 and/or November 6, 2023, to Minerva Enterprises. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

**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 October 25, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HOLDING TOWN HALL MEETING**

Motion made by Mr. Dutton, seconded by Mr. Echemann to hold a Town Hall meeting on Wednesday, November 8, 2023, at 6:00 p.m. at the Belmont County Courthouse located at 101 West Main St., St. Clairsville, Ohio 43950, and to notify the media of the same. Public input is welcome and citizens are encouraged to attend.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE QUOTE FROM ERB  
ELECTRIC COMPANY/CLERK OF COURTS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from ERB Electric Company in the amount of \$1,162.00 for eight (8) E700-24-button phones for the Belmont County Clerk of Courts office.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING BELMONT COUNTY AUDITOR  
TO ESTABLISH A NEW FUND FOR NEXT GENERATION 9-1-1 FUND**

Motion made by Mr. Dutton, seconded by Mr. Echemann to authorize the Belmont County Auditor to establish a Next Generation 9-1-1 fund to replace the E11-9-1-1 Wireless fund, that will be used for expenses related to the processing of 9-1-1 calls and costs associated with transition to Next Generation 9-1-1 services, based upon the recommendation of 9-1-1 Director Bryan Minder.  
*Note: The new fund will be in effect starting January 1, 2024. The E11 fund will need to remain in place until those funds are completely expended.*

Upon roll call the vote was as follows:

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

Mr. Dutton said there has been a county-wide levy in place for several years. The most recent levy renewal amount was reduced.

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 5 FROM  
BORDER PATROL, LLC FOR THE FOX SHANNON WASTEWATER  
TREATMENT PLANT IMPROVEMENTS PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 5 from Border Patrol, LLC, for the Fox-Shannon Wastewater Treatment Plant Improvements Project for an increase of \$71,705.00 for a new contract total of \$8,519,425.00, based upon the recommendation of Kelly Porter, Belmont County Water & Sewer District Director.  
*Note: This change order is for additional paving, addition of a trolley beam requested by the District not included in the original scope of work. The cost will be paid from the Capital Improvement Fund.*

EJCDC

Change Order No. 5

Date of Issuance:

Owner: Belmont County Commission

Contractor: Border Patrol, LLC.

Engineer: Vaughn, Coast & Vaughn, Inc.

Project: Fox Shannon Wastewater Treatment Plant Improvements

Effective Date:

Owner's Contract No.:

Contractor's Project No.:

Engineer's Project No.: 16068

Contract Name: Fox Shannon Wastewater Treatment Plant Improvements

The Contract is modified as follows upon execution of this Change Order:

Description: Additional paving/stone, addition of beam trolley & hoist, fix leaky roof at RAS/WAS, Asphalt footprint deduct.

See attached for additional information

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ 8,158,622.00	Original Contract Times: Substantial Completion: Ready for Final Payment:
Increase from previously approved Change Orders No. 1 to No. 4 :  \$ 289,098.00	Increase from previously approved Change Order No.:  Substantial Completion: Ready for Final Payment:
Contract Price prior to this Change Order:  \$ 8,447,720.00	Contract Times prior to this Change Order: Substantial Completion: Ready for Final Payment:
Increase of this Change Order:  \$ 71,705.00	Increase of this Change Order: 0 Substantial Completion: Ready for Final Payment:
Contract Price incorporating this Change Order:  \$ 8,519,425	Contract Times with all approved Change Order: Substantial Completion: Ready for Final Payment:

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Jeffrey A. Vaughn  
Engineer (if required)

By: [Signature]  
Owner (Authorized)

By: [Signature]  
Contractor (Authorized)

Title: Project Manager

Title: Belmont Co. Commissioner

Title: Sole Member

Date: 9-19-2023

Date: 11-1-2023

Date: 9-19-2023

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE EMERGENCY RESPONSE PLAN (ERP)**  
**NON-BINDING AGREEMENT WITH PANHANDLE CLEANING & RESTORATION**  
Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Emergency Response Plan (ERP) Non-binding agreement with Panhandle Cleaning & Restoration.  
*Note: All ERP clients receive priority response over any client not included in the ERP program.*



24 Hour Emergency Response  
800.504.7054

Emergency Response Plan (ERP) Non-binding Agreement

This Emergency Response Program Agreement is made this 1st day of NOV., 2023 between BELMONT CO. COMMISSIONERS ("Client") located at 101 W. MAIN ST. ST. CLAIRSVILLE, OH 45450 and Panhandle Cleaning & Restoration, headquartered at 42 38th St. Wheeling, WV 26003 in accordance with the following terms and conditions:

Contractor's Commitment to Owner

- 1. When an emergency occurs, we will respond to initial notification of the emergency within 5 minutes and will arrive on-site within 1 hours barring extenuating circumstances such as traffic, etc.
- 2. All ERP clients receive priority response over any client not included in our ERP program.
- 3. During a severe, area-wide weather event, our "next available crew" service pledge means that we will respond to all ERP clients with the next available crew before any other service requests are fulfilled.
- 4. We will mitigate the loss including board-up and tarping, structurally drying, providing restorative cleaning as well as other appropriate actions to contain and restore the property to pre-loss condition. To accomplish this we will provide a variety of resources including labor, equipment, materials, tools and other necessary items as needed.
- 5. Education and Training will be provided as desired.
- 6. We will supply personnel trained in accordance with Occupational and Health Administration (OSHA), Infection Control Assessment (ICRA) and Institute of Inspection Cleaning and Restoration Certification (IICRC) standards.
- 7. We will have commercial general liability, pollution liability, and workman's compensation insurance.
- 8. Our company and our employees will keep all information pertaining to the client's operations and the emergency situation confidential, unless otherwise required by law or to protect life, health or safety.
- 9. If unsafe conditions occur while we are performing services, or if directed by Federal, State or Local officials, either our company or the Emergency Coordinator will have the right to stop work on the project.
- 10. The attached Emergency Response Program materials are incorporated into this Agreement.

Owner's Commitments to Contractor

- 1. Because you see the benefits and value of this Emergency Response Program (ERP), you (the property owner, manager or other responsible party) agrees that Contractor will be the primary emergency response contractor hired to respond to losses caused by wind, storm, water, sewer, flood, freezing, fire and smoke, mold, accident, death and trauma scenes.
- 2. You will from time to time meet with Contractor's staff and provide necessary information to ensure that this Emergency Response Program is current and up to date.

CLIENT: BELMONT COUNTY COMMISSIONERS

By: Panhandle Cleaning & Restoration

Jerry Echemann  
Signature JERRY ECHEMANN

By: Dana L. Roscoe  
Signature

Printed Name: J. P. DUTTON  
VICE-PRESIDENT

Printed Name: Dana L. Roscoe  
Title: DISASTER PREPAREDNESS  
ADVISOR

Title: PRESIDENT

Title: DISASTER PREPAREDNESS  
ADVISOR

Date: 11-1-2023

Date: 11/2/23

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH AMERICAN TRANSMISSION SYSTEM, INC/ENGINEER

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a Roadway Use Maintenance Agreement with American Transmission Systems, Inc. (a First Energy company), effective November 1, 2023, for project activity at approximately a 20-mile-long segment of the Holloway-Knox 138 kV Transmission Line Rebuild Project, based upon the recommendation of Belmont County Engineer Terry Lively.  
Note: Bond No.K41750017 in the amount of \$5,771,000.00 on file.

**ROADWAY USE AND MAINTENANCE AGREEMENT**  
**FOR TRANSMISSION INFRASTRUCTURE**

**THIS ROADWAY USE AND MAINTENANCE AGREEMENT** (“Agreement”) is effective on the 10<sup>th</sup> day of July, 2023 by and between the Belmont County Board of Commissioners (“Governmental Authority”), whose address for purposes of this Agreement is 101 W Main Street, St. Clairsville, OH 43950, and American Transmission Systems, Incorporated, a FirstEnergy company, whose address is 76 South Main Street, Akron, Ohio, 44308 (“ATSI”).

**RECITALS**

**WHEREAS**, Governmental Authority has jurisdiction over certain roads and appurtenant bridges/culverts located within Belmont County (“Jurisdictional Roads”) and is required by law to keep such roads in good repair; and

**WHEREAS**, ATSI intends to rebuild the Holloway-Nottingham #1 and #2 138 kV transmission lines, an approximately 20-mile-long segment of the Holloway-Knox 138 kV Transmission Line Rebuild Project (“Project”) partially located in Belmont County; and

**WHEREAS**, ATSI will use certain Jurisdictional Roads for Project construction activities (“Project Roads”) approved by the Ohio Power Siting Board in Case No. 23-0141-EL-BLN (“Project Activity”); and

**WHEREAS**, Governmental Authority and ATSI wish to ensure reasonable repair and maintenance of Project Roads in the event such roads are damaged or significantly degraded beyond pre-Project condition as a result of such Project Activity; and

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, both parties agree to the following terms and conditions:

1. **AGREEMENT TO MAINTAIN PROJECT ROADS AND TO REPAIR DAMAGE ATTRIBUTABLE TO PROJECT ACTIVITY.** ATSI agrees to maintain Project Roads and to repair Project Roads damaged by traffic associated with Project Activity, such that, after completion of Project Activity, Project Roads are restored to a condition commensurate with that prior to use during and for Project Activity, as provided in this Agreement.

2. **PROJECT ROADS.** Project Roads shall be only those identified in Exhibits A and B (5-page Haul Route Map). ATSI may amend or supplement Exhibits A or B at any time(s) prior to the beginning of or during Project Activity by providing Governmental Authority with an Addendum to Exhibits A and B. The Addendum shall become effective unless Governmental Authority informs ATSI within 5 days in writing of any objection to the addition or removal of any specific Project Road(s) on Exhibits A or B.

3. **MODIFICATION WORK NECESSARY FOR PROJECT ACTIVITY.** If ATSI’s Engineer, who shall be a professional Engineer licensed in the State of Ohio, determines that any Project Road(s) require(s) strengthening and/or upgrading in order to support Project Activity, ATSI shall provide written notice of the necessary work to the Governmental Authority and, if applicable, to the County Engineer. Within 7 days, the Governmental Authority shall inform ATSI in writing of any objection to the proposed strengthening and/or upgrading work deemed necessary by ATSI’s Engineer. Promptly thereafter, the Governmental Authority (including the County Engineer, if applicable) and ATSI (including ATSI’s Engineer) shall confer to reach an agreement on modification work necessary for Project Activity.

4. **MAINTENANCE AND USE OF PROJECT ROADS.** ATSI shall use best efforts to maintain Project Roads so as to minimize damage attributable to Project Activity and to minimize inconvenience to the traveling public. Governmental Authority acknowledges and agrees that there are no restrictions on ATSI’s use of Project Roads during the term of this Agreement other than as expressly set forth herein.

4. **COMPLIANCE WITH LAWS.** ATSI agrees to comply with all applicable provisions of Ohio law relating to Project Activity.

5. **DOCUMENTATION OF PRE-PROJECT CONDITIONS.** ATSI agrees that, at its expense, it will document the existing condition of Project Roads, by videotape or photograph, prior to use during Project Activity. Governmental Authority expressly agrees that ATSI does not have any obligation under this Agreement to remediate degradation or repair damages to Project Roads that either existed prior to commencement of Project Activity or was not a direct result of Project Activity.

6. **BOND.** Unless excepted by Governmental Authority, prior to the beginning of Project Activity under this Agreement, ATSI shall post a single bond or other surety in a form satisfactory to Governmental Authority (the “Performance Bond”) to cover the cost of repairing any damage as set forth in this Agreement. If Governmental Authority shall require a Performance Bond, it shall be in an amount of \$3,000,000. The Performance Bond shall remain in full force and effect during the term of the Agreement and shall be immediately released upon ATSI’s compliance with Paragraphs 11 and/or 12, as applicable.

7. **PERMITS.** Upon execution of this Agreement, Governmental Authority shall issue to ATSI any and all permits necessary to authorize use of Project Roads for Project Activity, to be effective during the term of this Agreement. ATSI’s obligation of performance is expressly conditioned on the issuance and validity of all necessary permits from Governmental Authority. In the absence of such permits, all motor vehicles to be utilized by ATSI hereunder, whether owned by ATSI or its contractors, shall comply with all legal size, load and weight limits in accordance with state law, and all non-conforming vehicles shall require the proper local permit.

8. **SIGNAGE.** During Project Activity on any of the Project Roads covered by this Agreement, ATSI, its contractors, subcontractors and all respective agents, employees, and representatives shall be responsible for placing and maintaining signage in compliance with applicable provisions of the Ohio Manual of Uniform Traffic Control Devices. If Governmental Authority determines, in accordance with this Agreement, that any additional or different traffic signage is needed in the interest of safety, then ATSI shall arrange for such signage.

9. **NO FURTHER USE OF ANY PROJECT ROAD(S).** After construction for any phase of Project Activity is complete, ATSI may provide written notice to Governmental Authority of any Project Roads that will no longer be used for any further Project Activity. Upon completion of all Project Activity, ATSI shall provide written notice to Governmental Authority, within 30 days, that Project Roads will no longer be used for any further Project Activity.

10. **INSPECTION OF PROJECT ROADS FOR REPAIR DETERMINATION(S).** Within 15 days of any notice to Governmental Authority pursuant to Paragraph 9 of this Agreement, Governmental Authority and ATSI shall cooperate to jointly and promptly inspect any Project Road(s) that will no longer be used for any Project Activity for the purpose of identifying and recording any damage by ATSI, its contractors, subcontractors or their respective employees, agents, or representatives during and as a result of Project Activity. Following the inspection, the parties shall confer to identify and finalize a list of Project Roads for which repair or restoration work is necessary under this Agreement, which shall thereafter be completed by ATSI pursuant to Paragraph 11, at ATSI’s sole expense. In the event of a disagreement between Governmental Authority and ATSI regarding which Project Roads are in need of repair or the scope of repairs, the parties shall engage a third party inspector to make this determination, with any costs associated with the third party inspector split equally between the parties.

11. **REPAIRS.** ATSI shall facilitate repairs of any and all Project Roads identified as damaged under Paragraph 10 of this Agreement. Repairs shall conform to the current Ohio Department of Transportation's Construction and Material Specifications and comply with any applicable Governmental Authority specification(s). Subject to considerations of safety and factors outside of ATSI’s control, repairs pursuant to this Agreement shall commence and be completed promptly by ATSI. ATSI shall notify Governmental Authority of completed repairs, and Governmental Authority shall then certify that repairs have been done in conformance with this Agreement. In the event of a disagreement between Governmental Authority and ATSI regarding sufficiency of repairs to Project Roads, the parties shall engage a third party inspector to make this determination, with any costs associated with the third party inspector split equally among the parties. Governmental Authority may only draw upon the Performance Bond in the event ATSI fails to commence repairs required by the Agreement within 90 days of completion of Project Activity and if Governmental Authority then has caused such repairs to be performed, incurred expenses resulting from such repairs, and submitted details of such expenses to ATSI within a reasonable time without payment rendered. If Governmental Authority draws upon the Performance Bond, Governmental Authority shall provide ATSI a full accounting of the amount drawn.

12. **DURATION OF AGREEMENT.** For any Project Roads that will no longer be used for any Project Activity and for which no repair or restoration work is necessary as determined by Governmental Authority and ATSI pursuant to Paragraph 10, this Agreement shall automatically terminate and be of no further force or effect with respect to such Project Road(s). This Agreement terminates as to any other Project Road(s) after repairs are done pursuant to Paragraph 11.

13. **FAILURE TO REPAIR.** If ATSI fails to fulfill any obligation to repair or restore Project Roads as required by any portion of this Agreement, Governmental Authority may request in writing that ATSI perform such repair. Subject to considerations of safety and factors outside of ATSI’s control, if ATSI fails to commence repairs required by this Agreement within 15 days of such written notice or fails thereafter to maintain reasonable progress in the performance of such repairs, Governmental Authority may suspend ATSI’s permits as to the Project Road(s) warranting repair or draw upon the Performance Bond as set forth in Paragraphs 6 and 11.



14. **NO EARLY TERMINATION.** Except as provided herein, neither party shall be permitted to terminate this Agreement prior to the completion of all Project Activity.

15. **NO ORAL MODIFICATIONS CLAUSE.** Except as provided herein, this Agreement can be amended, changed, or modified only by written agreement signed by both Parties.

16. **CONTACT INFORMATION.** ATSI’s authorized local representative for the Project is Curtis Figgins. His twenty-four (24) hour emergency contact number is (330) 397-5090. Additional contact numbers are as follows:

17. **INDEMNIFICATION.** ATSI shall protect, save, indemnify, and hold Governmental Authority, its officials and employees, harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, caused by ATSI, its contractors, subcontractors and all respective agents, employees, and representatives, in performing Project Activity.

18. **LIABILITY OF SUBCONTRACTORS.** ATSI acknowledges that it is liable for any ordinary negligence of its contractors, subcontractors and all respective agents, employees, and representatives working on ATSI’s behalf in the performance of Project Activity.

19. **LIMITATION ON DAMAGES.** Notwithstanding any provision in this Agreement, in no event shall the parties be liable for any special, punitive, indirect, incidental, or consequential damages in connection with this Agreement, and all such damages are hereby waived.

20. **INTEGRATION CLAUSE.** This Agreement is the entire agreement of the Parties and supersedes and integrates into this Agreement all other communications, understandings, or representations, or warranties, oral or written, pertaining to the subject matter hereof.

21. **PREVAILING WAGE.** As it relates to any road repair work completed under this Agreement, ATSI is required to comply with Ohio's prevailing wage requirements as applicable under Ohio law; however, the County shall be solely responsible for providing the prevailing wage coordinator.

22. **SEVERANCE CLAUSE.** In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

23. **SUPERIORITY OF AGREEMENT.** In the even there is a discrepancy between the Agreement and any of the Exhibits, the language of the Agreement shall govern.

24. **CHOICE OF LAW.** This Agreement shall be governed by the laws of the State of Ohio.

25. **EFFECTIVE DATE.** This Agreement shall be in effect on July 10, 2023.
- Executed in duplicate on the dates set forth below.

Governmental Authority

By: Jerry Echemann /s/

Commissioner

By: J. P. Dutton /s/

Commissioner

By: \_\_\_\_\_

Commissioner

By: \_\_\_\_\_

Terry Lively /s/

P.E., P.S., County Engineer

Dated : 11-1-23

Approved as to Form: Jacob Manning /s/

Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

American Transmission Systems, Incorporated

By: Douglas C Saltz /s/

Printed Name: Douglas C Saltz

Company name: FirstEnergy

Title: Director of Project Management

Dated: 7/11/2023
- IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY  
SERVICES AND HARRISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**
- Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the Memorandum of Understanding, effective October 11, 2023 through June 30, 2024, by and between the Belmont County Department of Job and Family Services as the Administrative Agent of the Belmont County Family Children First Council and the Harrison County Department of Job and Family Services as the Administrative Agent for the Harrison County Family Children First Council for the sharing of the salary, benefits and expenses of a full-time, shared Coordinator for each Family Children First Council .  
*Note: 75% of the coordinator’s time is working on Belmont County and 25% Harrison County. Harrison’s portion is \$21,406.50 for salary and benefits.*
- MEMORANDUM OF UNDERSTANDING BETWEEN  
THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (SERVING AS ADMINISTRATIVE AGENT FOR  
THE BELMONT COUNTY FAMILY CHILDREN FIRST COUNCIL) AND  
THE HARRISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (SERVING AS THE ADMINISTRATIVE AGENT  
FOR THE HARRISON COUNTY FAMILY CHILDREN FIRST COUNCIL)**
- This Memorandum of Understanding is entered into on the **1st** day of **November 2023**, by and between **the Belmont County Department of Job and Family Services as the Administrative Agent of the Belmont County Family Children First Council and the Harrison County Department of Job and Family Services as the Administrative Agent for the Harrison County Family Children First Council** for the sharing of the salary, benefits and expenses of a full-time, shared **Coordinator for each Family Children First Council**. In consideration of the mutual benefits received by both parties through the execution of this Memorandum of Understanding, the parties do agree as follows:

1. The Belmont County Department of Job and Family Services agrees to hire the joint Belmont and Harrison Family Children First Council Coordinator as a full-time employee of their agency and be responsible for all personnel matters. The Belmont County Department of Job and Family Services agrees to pay the salary and benefits of the coordinator in accordance with its salary and fringe benefit schedules. The Belmont County Department of Job and Family Services agrees to make available to the Harrison County Department of Job and Family Services all salary and benefit information. Both parties agree that the official hire date of the joint coordinator was **August 28, 2023**, and any expense or reimbursement shall be retroactive to the hire date.

2. The Belmont and Harrison County Department of Job and Family Services agree that services shall be split at 75% of the coordinator’s time working on Belmont County Family Children First Council activities and 25% spent on Harrison County Family Children First Council Activities.

3. The total annual salary and benefits of the coordinator is \$85,626.01 which includes the annual wage, Ohio Public Employee’s Retirement System employer’s contribution, Medicare contribution, family health insurance benefits including vision and dental, worker’s compensation and life insurance premium (Attachment A).

4. The Harrison County Department of Job and Family Services, as the Harrison County Family and Children First Council Administrative Agent, agrees to pay \$21,406.50 for the salary and benefits of the coordinator to the Belmont County Department of Job and Family Services on or before **March 31, 2024**.

5. Both parties agree to split all expenses relating to state trainings and conferences equally. These expenses include, but are not limited to, registration fees, hotel stays, meal reimbursements and mileage. The Belmont County Department of Job and Family Services will

invoice the Harrison County Department of Job and Family Services on a quarterly basis for any conference and trainings that incur an expense.

6. Harrison County Department of Job and Family Services agrees to reimburse the Belmont County Department of Job and Family Services for any expenses (mileage, etc.) incurred by the coordinator when providing services to Harrison County Family and Children First recipients. Invoices shall be sent on a quarterly basis.
7. Both parties agree that mileage reimbursement rate is at the most current Internal Revenue Service maximum reimbursement rate.

This Memorandum of Understanding will be effective from the October 11, 2023, through June 30, 2024. All future Memorandum of Understandings shall run in concurrence with the state fiscal year and be amended to adjust for changes in wage and benefits as well as any other changes that are needed.

Our signatures below express our agreement to the terms and conditions set forth above under this Memorandum of Understanding.

\_\_\_\_\_  
Jeffery L. Felton, Director

\_\_\_\_\_  
Date

Belmont County Department of Job and Family Services  
Debra A. Knight /s/ October 17, 2023

Debra A. Knight, Director  
Harrison County Department of Job and Family Services

Approved as to Form: Jacob Manning /s/ Nov. 1, 2023

Jacob Manning, Assistant Prosecutor  
Belmont County Prosecutor's Office

Date

Lauren Knight /s/ 10/24/23  
Harrison County Prosecutor's Office Date

Approved: \_\_\_\_\_ 10/25/23  
Amy Norris /s/

Amy Norris, Chair  
Harrison County Board of Commissioners

Date \_\_\_\_\_

J. P. Dutton /s/ \_\_\_\_\_ 11/1/23  
J. P. Dutton, President \_\_\_\_\_ Date

Belmont County Board of Commissioners  
Jerry Echemann /s/ \_\_\_\_\_ 11-1-23

Jerry Echemann, Vice-President  
Belmont County Board of Commissioners

Josh Meyer, Member  
Belmont County Board of Commissioners

Date

Belmont County Board of Commissioners  
Upon roll call the vote was as follows:

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

Mr. Meyer Absent

**IN THE MATTER OF APPROVING THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR**

**IN THE MATTER OF APPROVING THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR  
BORDER PATROL, LLC/FOX SHANNON WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President J. P. Dutton to sign the Certificate of Substantial Completion for Border Patrol, LLC, for the Fox Shannon Wastewater Treatment Plant Improvements Project, based upon the recommendation of Kelly Porter, Water and Sewer District Director. *Date of Substantial Completion: May 23, 2023.*

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM-**Billie Amos, St. Clairsville, inquired where the euthanized dogs are buried. She feels they should be cremated. Mr. Dutton said they are buried on county property and in some instances on an employee's property. Sandy Lewis, Shadyside, asked why some volunteers at the shelter were let go. Mr. Dutton said they made a determination to limit the amount of volunteers.

## RECESS

**Devin Cain, Ohio Farm Bureau and Jeff Felton, Belmont County Department of Job and Family Services Director**

**RE: School Backpack Program**

Mr. Felton said over the last three years \$270,000 in Temporary Assistance for Needy Families (TANF) funding has been provided to the program to help feed needy children. Mr. Cain said the TANF funding has taken a huge weight off. Six Belmont County Schools are currently on the program. "We're pushing a little over 400 backpacks every Friday, putting 12 servings of just our food in the backpacks," said Mr. Cain. Mr. Felton said the closer relationship we have with sister agencies the better the services for the citizens.

## RECESS

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

**RECORDER**-Present: Jason Garczyk  
\$413,108.00 requested for 2024. Mr. Garczyk said he has \$10,000 left in 2023's budget which will be good for the rest of the year. He does not anticipate any large expenses for 2024. He said the Kofile software needs updated and requested \$300,000 in ARPA funds to cover the cost.

## RECESS

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:41 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes

Mr. Meyer                      Absent

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:29 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:29 p.m.  
Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF APPROVING DAVID CAMPBELL,  
FULL-TIME ASSISTANT DOG WARDEN TO  
CONTINUE UNPAID PERSONAL LEAVE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve David Campbell, full-time Assistant Dog Warden at Belmont County Animal Shelter, to continue authorized unpaid personal leave, not to exceed 30 days.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PROMOTION OF  
JEREMY CUSICK FROM FULL-TIME UTILITY WORKER  
TO FULL-TIME LOCATOR/WATER & SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the promotion of Jeremy Cusick from full-time Utility Worker to full-time Locator at Belmont County Water and Sewer District, effective October 2, 2023.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PROMOTION OF CHRISelda DELA PENA  
FROM FULL-TIME EMT TO FULL-TIME LPN/JAIL**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the promotion of Chriselda Dela Pena from full-time EMT to full-time LPN at the Belmont County Jail, effective October 26, 2023 at pay grade 7.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCINDING MOTION OF OCTOBER 25, 2023,  
ACCEPTING THE RESIGNATION OF TYLER LOVEY,  
FULL-TIME DISPATCHER AT 9-1-1 CENTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to rescind the motion made on October 25, 2023, accepting the resignation of Tyler Lovey, full-time dispatcher at Belmont County 911 Center, effective November 2, 2023.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE IN STATUS  
OF TYLER LOVEY FROM FULL-TIME DISPATCHER TO  
PART-TIME DISPATCHER/911 CENTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve a change in status of Tyler Lovey from full-time dispatcher to part-time dispatcher at Belmont County 911 Center, effective November 4, 2023.  
Upon roll call the vote was as follows:

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



**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 12:31 P.M.**  
Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:31 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 8th day of November, 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