

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann, Josh Meyer and J. P. Dutton, 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. Echemann, seconded by Mr. Meyer 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 his warrant on the County Treasurer in payment of the bills allowed:

**IN THE TOTAL AMOUNT OF \$495,187.98**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A28.000 Other Expenses	E-0257-A015-A15.074 Transfers Out	\$1,710.00
<i>*2024 Auction Proceeds to Divisional Courts Special Projects</i>		
E-0141-A001-C02.002 Salaries-Employees	E-0141-A001-C03.010 Supplies	\$12,000.00
E-0141-A001-C11.000 Other Expenses	E-0141-A001-C03.010 Supplies	\$1,500.00

**H08 WIA AREA 16 FUND/BCDJFS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2610-H008-H03.000 Carroll Co. DJFS WIA	E-2610-H008-H09.000 BRN Funds	\$848.32

**S12 PORT AUTHORITY**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9799-S012-S07.000 Professional Services	E-9799-S012-S08.003 PERS	\$4,878.00

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S63.000 General	\$1,000.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S62.000 Printing	\$172.00

**Y91 EMPLOYER'S SHARE HOLDING ACCOUNT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.000 HSA Fund	\$70.89

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**A00 GENERAL FUND AND O54 DEBIT SERVICES-COUNTY ISSUES**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-9256-O054-O21.574 Transfers In	\$230,162.29

**A00 GENERAL FUND AND S86 NORTHERN CRT. GEN SPEC PROJECT FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-1561-S086-S06.574 Transfers In	\$570.00
<i>*2024 Auction Proceeds.</i>		

**A00 GENERAL FUND AND S87 EASTERN CRT. GEN SPEC PROJECT FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-1571-S087-S06.574 Transfers In	\$570.00
<i>*2024 Auction Proceeds.</i>		

**A00 GENERAL FUND AND S88 WESTERN CRT. GEN SPEC PROJECT FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-1551-S088-S05.574 Transfers In	\$570.00
<i>*2024 Auction Proceeds.</i>		

**K00 M.V.G.T. FUND AND O39 BOND RETIREMENT FUND/ENGINEER**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2810-K000-K40.074 Transfers Out	R-9218-O039-O05.574 Transfers In	\$148,000.00

**W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM AND A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$1,250.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Echemann, seconded by Mr. Meyer 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 3, 2024\*\***

**A00 GENERAL FUND**

E-0257-A015-A15.074 Transfers Out \$173,272.33

**P81 ARP ST. & LOCAL FISCAL RECOVERY**

E-1801-P081-P02.011 Contract Services \$250,000.00  
 E-1801-P081-P03.013 Contract Projects \$2,055,523.00

**\*\*NOVEMBER 6, 2024\*\***

**A00 GENERAL FUND**

E-0111-A001-E02.002 Salary \$1,250.00  
 E-0257-A015-A15.074 Transfers Out \$56,889.96

**S12 PORT AUTHORITY**

E-9799-S012-S07.000 Professional Services \$65,000.00

**S30 OAKVIEW JUVENILE REHABILITATION**

E-8010-S030-S54.000 Food \$120.00  
 E-8010-S030-S55.010 Supplies \$300.00

**S32 OAKVIEW JUVENILE REHABILITATION-ACTIVITY FUND**

E-8012-S032-S00.000 Activity Fund \$187.44

**W20 LAW LIBRARY**

E-9720-W020-W02.002 Salary \$1,025.00  
 E-9720-W020-W03.003 PERS \$900.00  
 E-9720-W020-W07.010 Supplies \$15,917.00

**W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM**

E-1511-W080-P01.002 Salary \$1,250.00  
 E-1511-W080-P02.010 Supplies \$382.00  
 E-1511-W080-P03.000 Travel \$28.00

**SHERIFF/VARIOUS FUNDS**

E-0131-A006-A07.000 Training \$21,233.60  
 E-0131-A006-A09.000 Medical \$652.81  
 E-0131-A006-A20.000 False Alarms \$150.00  
 E-0131-A006-A23.000 Background \$94.00  
 E-0131-A006-A24.000 E-SORN \$540.00  
 E-0131-A006-A32.000 Warrant Fee \$549.89  
 E-0131-A006-A33.012 Equipment \$1,464.04  
 E-5100-S000-S01.010 Commissary \$13,405.62  
 E-5101-S001-S06.000 CCW License \$561.00  
 E-5101-S001-S07.012 CCW Equipment \$904.00  
 E-9710-U010-U06.000 Reserve \$3,366.98

Upon roll call the vote was as follows:

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

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

**THE DELTA DENTAL CHARGEBACKS FOR**

**THE MONTHS OF OCTOBER AND NOVEMBER 2024**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the Delta Dental Chargebacks for the months of October and November 2024

	<b>FROM</b>	<b>TO</b>	<b>TOTAL</b>
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	19,683.48
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	518.60
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	397.44
<b>GRANT / JUVENILE COURT</b>			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	103.72
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	103.72
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	1,690.36
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	141.72
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	103.72
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	19.00
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	38.00
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	575.60
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
<b>COUNTY HEALTH DEPT</b>			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	249.86
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	2.00
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9891-Y091-Y07.500	24.19
Covid-19 Enhanced Operations (EO)	E-0039-F091-F01.002	R-9891-Y091-Y07.500	54.83
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	1.83
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	33.62
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	34.87
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	133.01
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	111.73
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	56.35
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	10.08
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	132.97
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	12.76
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	3.78
Adolescent Health Resiliebcy (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	89.75
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	2.41
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	425.16
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	1,645.66
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-2	E-2811-K200-K10.006	R-9891-Y091-Y07.500	349.16
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
<b>WATER/SEWER DEPT</b>			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	2,712.36
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	817.24
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	3,683.16
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	321.44
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	1,984.08
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	207.44
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	38.00
TOTALS		R-9891-Y091-Y07.500	38,305.62

Upon roll call the vote was as follows:

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

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

**CHARGEBACKS FOR THE MONTHS OF OCTOBER AND NOVEMBER 2024**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the Vision Chargebacks for the months of October and November 2024

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	6,057.36
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	147.60
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	149.28

**GRANTS/JUVENILE COURT**

CARE & CUSTODY (C-CAP) JUV.CT	E-0400-M060-M29.008	R-9891-Y091-Y06.500	29.52
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	29.52
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	535.56
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	44.70
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	29.52
TARGETED COMM ALTERN TO PR	E-1545-S055-S02.002	R-9891-Y091-Y06.500	7.59
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	15.18
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	170.37
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
<b>COUNTY HEALTH DEPT</b>			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	74.60
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	0.75
Public Health Workforce	E-2238-F090-F01.002	R-9891-Y091-Y06.500	9.68
Covid-19 Enhance Operations (EO)	E-2239-F091-F01.002	R-9891-Y091-Y06.500	16.95
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	0.73
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	10.83
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	12.55
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	38.43
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	32.15
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	16.28
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	3.92
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	47.31
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	4.78
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	1.36
Adolescent Health Resiliebcy (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	26.54
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	0.86
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	134.10
DEPT OF DD 2410/2420	E-2410-S066-S70.011	R-9891-Y091-Y06.500	1,704.54
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	472.74
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	103.74
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	563.82
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	221.40
<b>WATER/SEWER DEPT</b>			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	774.08
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	278.50
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	1,108.23
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	104.58
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	625.80
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	59.04
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	15.18

**TOTAL** 14,116.56

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS  
FOR HSA CHARGEBACKS/NOVEMBER 2024**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for HSA Chargebacks for November 2024

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2811-K200-K10.006	ENGINEER	R-9891-Y091-Y12.500	192.62
E-3702-P005-P31.000	WWS#3	R-9891-Y091-Y12.500	263.51
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	263.51
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	70.89
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	192.62
		<b>TOTALS</b>	<b>983.15</b>

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated November 6, 2024, 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. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies. **CASINO REVENUE-\$56,889.96** deposited into R-0010-A000-A06.500 on 11/1/2024. *(This amount is above the 2024 estimated revenue for R-0010-A000-A06.500).*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY  
COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT  
AND INVESTMENT PORTFOLIO FOR THE MONTH OF OCTOBER 2024**

Motion made by Mr. Echemann, seconded by Mr. Meyer to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Treasurer's Office:

- Interest Report and Investment Portfolio for the month of October 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY  
COMMISSIONERS RECEIVED AND REVIEWED THE  
MONTHLY FINANCIAL REPORT FOR OCTOBER 2024**

Motion made by Mr. Echemann, seconded by Mr. Meyer to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Auditor's Office:

- Monthly Financial Report for the month of October 2024.

Upon roll call the vote was as follows:

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

**COMMISSIONERS**-J. P. Dutton to Zanesville, OH, on November 8, 2024, to attend the EODA Fall meeting.

**JFS**-John Regis to Caldwell, OH, on November 5, 2024, to attend the East Central Ohio Director’s Association meeting. Estimated expenses: \$69.68.

Jeff Felton to Columbus, OH, on November 17-18, 2024, to attend the Ohio Rise in-person meeting. Estimated expenses: \$434.10.

John Regis to Lewis Center, OH, on December 12-13, 2024, to attend the OJFSD General Session. Estimated expenses: \$505.18.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of October 29, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING SHELBY THOMAS AS A PART-TIME DISPATCHER FOR BELMONT COUNTY 9-1-1**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of Shelby Thomas, part-time Dispatcher for Belmont County 9-1-1, effective November 11, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH GULFPORT APPALACHIA, LLC/ENGINEER’S**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a **Roadway Use Maintenance Agreement** with Gulfport Appalachia, LLC, effective November 6, 2024, for water transfer activity at 0.75 miles of CR 102 (Stumptown Road) at the West Transfer.

*Note: Bond No. SBP150147-015 for \$150,000.00 on file.*

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR WATER TRANSFER PROJECTS AND INFRASTRUCTURE**

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and Gulfport Appalachia, LLC, whose address is 713 Market Drive, Oklahoma City, Oklahoma 73114 (Hereafter “Operator”), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within Wayne Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the West Water Transfer including the equipment, facilities, impoundments, and pipelines necessary for the operation of the West Water Transfer (hereafter collectively referred to as “water transfer activity”) located in Wayne Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 0.75 miles of CR 102, Stumptown Road for the purpose of ingress to and egress from the West Water Transfer for traffic necessary for the purpose of constructing temporary waterlines and pumping water at the West Transfer (hereinafter referred to collectively as “Water Transfer Activity”); and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Water Transfer Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

**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, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Water Transfer Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Water Transfer Activity related to such sites.

**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Water Transfer Activity, prior to the start of Water Transfer Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator’s engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

**BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

1. The portion of CR 102, Stumptown Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with OH 26 and going west for approximately 1 mile to the intersection of TR 34, Shry Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 102 for any of its Water Transfer Activities hereunder.

2. ~~The portion of CR \_\_\_\_\_, to be utilized by Operator hereunder, is that exclusive portion beginning at \_\_\_\_\_~~ It is understood and agreed that the Operator shall not utilize any of the remainder of CR \_\_\_\_\_ for any of its Water Transfer Activities hereunder.

3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator’s Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Water Transfer Activity by Operator, at Operator’s sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator’s Water Transfer Activity, at Operator’s sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator’s engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Water Transfer Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator’s notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work

performed at a railroad crossing may include a separate agreement at the railroad’s discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator’s Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator’s use for its Drilling Activity, at Operator’s sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Water Transfer Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$150,000 & 00/100 DOLLARS (200,000.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route’s condition is sufficient for the expected traffic necessary for the development of the water transfer development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority’s oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, 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. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator’s sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio’s Prevailing Wage Laws.

11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney’s fees 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, from any cause or causes from Operator’s use of the roads pursuant to this Agreement.

12. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf.

13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

14. 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.

15. Agreement shall be governed by the laws of the State of Ohio.

16. This Agreement shall be in effect on November 6, 2024.

Executed in duplicate on the dates set forth below.

**Authority**

By: Jerry Echemann /s/  
Commissioner

By: Josh Meyer /s/  
Commissioner

By: J. P. Dutton /s/  
Commissioner

By: Terry Lively /s/  
Terry Lively, County Engineer

Dated: 11-6-24

Approved as to Form:

Jacob Manning, Asst. Pros. Attorney

County Prosecutor

Upon roll call the vote was as follows:

**Operator**

By: William Smith /s/

Printed name: William Smith

Company Name: Gulfport Appalachia, LLC

Title: Vice President of Drilling

Dated: 10-16-24

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

**IN THE MATTER OF APPROVING THE ROAD USE MAINTENANCE TERMINATION AGREEMENT WITH BLUE RACER MIDSTREAM, LLC/ENGINEER’S**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the Road Use Maintenance Termination Agreement with Blue Racer Midstream, LLC for RUMA approved March 6, 2024 for the following roads, based upon the recommendation of Belmont County Engineer Terry Lively:

- 0.69 miles of CR 114 (Fairview Road)
- 0.79 miles of CR 120 (Douglass Road)
- 0.56 miles of CR 70 (Pultney Ridge Road)

*Note: Blue Racer Midstream has completed any needed repairs to the roads per Belmont County Engineer Terry Lively.*

## Road Use Maintenance Termination Agreement

The undersigned on behalf of the Blue Racer Midstream, L.L.C. and their successors, assigns, parent companies, affiliates, agents and contractors (hereinafter "Operator" or "Operators") who previously executed a Road Use and Maintenance Agreement with The Belmont County Commissioners on the 6th day of March, 2024 for roads known as: Exhibit "A" (hereinafter "Subject RUMA"), hereby represents and agrees to the following:

Whereas: Operator represents to The Belmont County Commissioners that the Operator and/or Operator's subcontractors will not be using in any way or manner the roads described in the Subject RUMA from the 25th day of September, 2024.

Whereas, The Operator and the Township shall review any damages to the road described in the Subject RUMA and that the Operator will be responsible to complete the repairs prior to the beginning of the termination agreement.

Whereas, Operator agrees that in the event the Operator and/or the Operator's subcontractors do use, or intend to use any road(s) of the Subject RUMA after the Termination Period, the Operator shall enter into a new RUMA prior to any activity.

Whereas, The Surety Bond supplied by the Operator included in the RUMA shall be terminated and returned to the operator.

Whereas, The undersigned represent that the undersigned has the authority to sign on behalf of the Operator and to bind the Operator to the terms of this agreement.

Now Therefore, The Operator and The Belmont County Commissioners hereby agree that based upon the above representations of the Operator, that the Subject RUMA shall be terminated provided Operator complies with all provisions of this agreement.



**FOR THE OPERATOR:**

By: DocuSigned by:  
Scott Hrivnak  
18650A8F7186401...

Printed: Scott Hrivnak

Title: Engineer III

Dated: September 25, 2024

**Authority**

Jerry Echemann  
Commissioner

APCA  
Commissioner

[Signature]  
Commissioner

Tom Duvall  
Belmont County Engineer

Dated: 11-6-24

**APPROVED AS TO FORM:**

[Signature]  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**GOVOS, ON BEHALF OF BELMONT COUNTY RECORDER**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the proposal for records management and imaging system with GovOS, on behalf of the Belmont County Recorder, to be paid monthly at the rate of \$3.90 per document filed into the CountyFusion system, based upon the recommendation of Jason Garczyk, Belmont County Recorder.

*Note: Estimated first year expenses: \$46,608. The monthly rate per document will increase by 5% yearly. This will be paid from the Recorder's S78 Technology Fund.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE VEHICLE MAINTENANCE AGREEMENT BETWEEN THE BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES AND THE BELMONT COUNTY BOARD OF COMMISSIONERS, DBA SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into the Vehicle Maintenance Agreement between the Belmont County Board of Developmental Disabilities and the Belmont County Board of Commissioners, dba Senior Services of Belmont County, effective January 1, 2025 through December 31, 2025.

**VEHICLE MAINTENANCE AGREEMENT  
Between the  
BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES  
and the  
BELMONT COUNTY COMMISSIONERS dba  
SENIOR SERVICES OF BELMONT COUNTY**

**I. PURPOSE**

This Agreement is made this 1<sup>st</sup> day of January 2025, by and between the Belmont County Board of Developmental Disabilities (*hereinafter County Board*) and the Belmont County Commissioners doing business as Senior Services Of Belmont County (*hereinafter Senior Services*) for the purpose of the County Board providing maintenance for vehicles owned by the Belmont County Commissioners and used by Senior Services Of Belmont County.

**II. TERM**

This Agreement shall be in effect from January 1, 2025, through December 31, 2025.

**III. TERMINATION**

This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days advance written notice.

**IV. COUNTY BOARD RIGHTS AND RESPONSIBILITIES**

- A. The County Board shall provide routine maintenance on Senior Services' vehicles (based on a schedule developed by Senior Services and the County Board Mechanic Supervisor) at the rate of \$41.60 per hour plus cost of any necessary parts. The Board adds a two (2) percent markup on all parts.
- B. The County Board shall provide other than routine maintenance on Senior Services' vehicles (based on Senior Services' need) at the rate of \$57.20 per hour plus cost of any necessary parts and two (2) percent markup on all parts.
- C. The County Board reserves the right to refuse to provide services depending on the nature of the repair.

**V. SENIOR SERVICES' RESPONSIBILITIES**

- A. Senior Services shall adhere to the routine maintenance schedule developed by the parties and deliver the vehicles scheduled for maintenance to the County Board Transportation grounds.
- B. Senior Services shall schedule other than routine maintenance with the County Board Mechanic Supervisor.

**VI. BILLING AND PAYMENT**

- A. The County Board shall bill Senior Services for vehicle maintenance services at the end of each month if services have been provided during that month.
- B. Senior Services shall submit payment to the County Board for vehicle maintenance services provided within thirty (30) days of receipt of the bill.
- C. Any missed scheduled appointment that is not canceled in advance may result in a charge amounting to one hour of the applicable labor rate.

**VII. ROUTINE MAINTENANCE SCHEDULE**

- A. The County Board Mechanic and Senior Services Executive Director or designee shall develop a routine maintenance schedule that will include dates on which maintenance will be performed and a list of those procedures that will be considered "routine maintenance" for the purpose of this Agreement.
- B. A copy of the routine maintenance schedule shall be attached and become part of this Agreement.
- C. Any maintenance procedures not included on the routine maintenance schedule shall be considered "other than routine maintenance" and shall be billed at the higher rate.
- D. Procedures that are other than routine maintenance shall not be performed by the County Board without prior written instruction from the Senior Services' Executive Director.

**VIII. NON-DISCRIMINATION POLICY**

Both parties agree that they shall prohibit discrimination in the execution of this Agreement on the basis of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, or marital status.

**IX. SIGNATURES**

**Belmont County Board of Developmental Disabilities**

<b>Gloria Llewellyn, Superintendent</b>	<b>Date</b>
<b>Belmont County Board of Commissioners</b>	
<i>Jerry Echemann /s/</i>	11-6-24
<b>Jerry Echemann</b>	<b>Date</b>
<i>J. P. Dutton /s/</i>	11/6/24
<b>J.P. Dutton</b>	<b>Date</b>
<i>Josh Meyer /s/</i>	11/6/24
<b>Josh Meyer</b>	<b>Date</b>
<b>Approved as to form:</b>	
<i>Jacob Manning, Assistant Prosecuting Attorney</i>	Nov 5, 2024
<b>Kevin Flanagan, Prosecuting Attorney</b>	<b>Date</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE PRELIMINARY LEGISLATION FOR BEL COURT CAMPUS IMPROVEMENTS PROJECT, AGREEMENT NO. 41822**

November 6, 2024

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the Preliminary Legislation for the BEL Court Campus Improvements Project, Agreement No. 41822.

*Note: Reconstruction of the Belmont County Courthouse Campus in order to facilitate bicycle/pedestrian connectivity, meet ADA regulations, and enhance access to vital services and historic sites.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE BEL COURT CAMPUS IMPROVEMENTS PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation for the BEL COURT CAMPUS IMPROVEMENTS Project.

*Note: Federal funds: \$1,417,714.00. The county is responsible for 5% Local Match and cost of the improvements which exceeds the Federal fund maximums and cost of the features which are determined unnecessary for the project.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CERTIFICATION OF RIGHT OF WAY CONTROL LETTER 1 FOR THE BEL COURT CAMPUS IMPROVEMENTS PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Certification of Right of Way Control Letter 1 for the BEL Court Campus Improvements Project.

*Note: All right of way acquisitions, if any, and all relocation activities, if any, have been done in compliance.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AUTHORIZATION TO PREPARE QUOTE FROM AT&T FOR THE HEALTH DEPARTMENT AND RECORDS BUILDING**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the Authorization to Prepare Quote from AT&T, in the non-refundable amount of \$500.00, for the development and engineering preparation for the special construction estimate to relocate existing facilities for the new Health Department and Records building.

Upon roll call the vote was as follows:

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

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:33 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Kelly Porter, Belmont County Water & Sewer District Director and Attorney Brian Butcher (via phone), pursuant to ORC 121.22(G)(4) Collective Bargaining Exception.

Upon roll call the vote was as follows:

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

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

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

Upon roll call the vote was as follows:

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

Mr. Echemann said there is no action to be taken at this time as a result of executive session.

**RECESS**

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

**AUDITOR'S**-Present: Auditor Cindi Henry and Deputy Auditor Jacob DeBertrand

\$1,848,920 requested for 2025. Ms. Henry said the budgetary side will need a new software system soon. She is looking at one that will also work for the Water Department and Engineer's office. She estimated the cost of a new system to be \$300,000 or more. Ms. Henry said her salary schedule needs to be looked at because she is losing employees to better paying jobs. Mr. Dutton asked how safe it is to continue to rely on carryover and budget more than what is coming in. Ms. Henry said she should have more of a hard number by the first of December.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:12 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Hannah Warrington, 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. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:19 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 12:19 p.m.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
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November 6, 2024

Mr. Meyer	Yes
Mr. Dutton	Yes

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

**IN THE MATTER OF APPROVING THE MOVE OF EDMAN  
BRAUN, FULL-TIME ELIGIBILITY/REFERRAL SPECIALIST II  
TO FULL-TIME CHILDREN SERVICES CASE MANAGER/JFS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the move of Edman Braun, full-time Eligibility/Referral Specialist II to full-time Children Services Case Manager at Belmont County Department of Job and Family Services, effective November 12, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 12:20 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 12:20 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 6th day of November, 2024.

*Jerry Echemann /s/* \_\_\_\_\_

*J. P. Dutton /s/* \_\_\_\_\_ COUNTY COMMISSIONERS

*Josh Meyer /s/* \_\_\_\_\_

We, Jerry Echemann 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.

*Jerry Echemann /s/* \_\_\_\_\_ PRESIDENT

*Bonnie Zuzak /s/* \_\_\_\_\_ CLERK