

St. Clairsville, Ohio

December 11, 2024

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann and J. P. Dutton, 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. Echemann, seconded by Mr. Dutton to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$2,727,921.72

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A28.000 Comms-Other Expenses	E-0257-A015-A15.074 Transfers Out	\$6,660.73
E-0056-A006-E05.000 Contract Repairs	E-0056-A006-E01.002 Salaries	\$35,000.00
E-0061-A002-B03.010 Supplies	E-0061-A002-B02.002 Salaries-Employees	\$6,434.58
E-0061-A002-B03.010 Supplies	E-0061-A002-B14.003 PERS	\$1,925.00
E-0063-A002-B30.000 Other Expenses	E-0063-A002-B25.002 Salaries-Employees	\$1,000.00
E-0151-A002-F09.000 Other Expenses	E-0151-A002-F02.000 Salary	\$2,250.00

H00 PUBLIC ASSISTANCE/BCDJFS

FROM	TO	AMOUNT
E-2510-H000-H17.000 Other Expenses	E-2510-H000-H25.000 CCMEP Tanf Regular	\$10,000.00

H08 WIA AREA 16 FUND/BCDJFS

FROM	TO	AMOUNT
E-2610-H008-H02.000 Carroll Co DJFS WIA	E-2610-H008-H03.000 Harrison Co DJFS WIA	\$848.32

P05 WATER WORKS FUNDS/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfer Out	E-3702-P005-P23.011 Services	\$100,000.00

P53 SANITARY SEWER DISTRICT FUND/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfer Out	E-3705-P053-P07.011 Services	\$50,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$213,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S66.003 PERS	\$6,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S69.007 Unemployment	\$1,600.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.005 Medicare	\$1,500.00

W97 TERMINATION OF BENEFITS FUND/COMMS

FROM	TO	AMOUNT
E-1497-W097-W05.002 Salaries	E-1497-W097-W11.074 Transfers Out	\$7,085.71

Reimbursement for the retirement payout of Tammy Kotera on 01/12/2024/Common Pleas Court

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND E01 COUNTY HEALTH

FROM	TO	AMOUNT
E-0051-A001-A10.000 Professional Services	R-2210-E001-E17.574 Transfers In	\$7,916.66
E-0257-A015-A15.074 Transfers Out	R-2210-E001-E10.500 Other Receipts	\$6,660.73

W97 TERMINATION OF BENEFITS AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1497-W097-W11.074 Transfers Out	R-0040-A000-A47.574 Transfers In	\$7,085.71

Reimbursement for the retirement payout of Tammy Kotera on 01/12/2024/Common Pleas Court

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Dutton to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the December 11, 2024 date:

A00 GENERAL FUND

E-0131-A006-A04.002	Salaries-Road	\$1,000.00
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E09 NEXT GENERATION 9-1-1 FUND

E-2209-E009-E01.011	Contract Services	\$15,717.52
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E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,392.17
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S12 PORT AUTHORITY

E-9799-S012-S07.000	Professional Services	\$139,500.00
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$5,232.21
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S32 OAKVIEW JUVENILE-ACTIVITY FUND

E-8012-S032-S00.000 Activity Fund \$348.41

S33 DISTRICT DETENTION HOME

E-0910-S033-S33.002 Salaries \$50,000.00

E-0910-S033-S38.011 Contract Services \$20,000.00

W20 LAW LIBRARY RESOURCES FUND

E-9720-W020-W02.002 Salary \$6,000.00

E-9720-W020-W03.003 PERS \$1,000.00

E-9720-W020-W05.005 Medicare \$738.93

Y41 INDIGENT APPLICATION FEES

E-9841-Y041-Y01.000 Remit to State \$323.40

E-9841-Y041-Y02.000 Remit to County \$1,293.60

Y42 INDIGENT CLIENT RECOUPMENT FRR

E-9842-Y042-Y01.000 Remit to State \$1,125.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR

HOSPITALIZATION CHARGEBACKS FOR NOVEMBER AND DECEMBER 2024

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

Hospitalization Chargebacks for the months of November and December 2024

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	19,344.30
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	22,814.04
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	56,034.09
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	1,934.43
E-1510-W081-P07.006	DRETAC-PROSECUTOR	R-9891-Y091-Y01.500	5,336.58
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	733.86
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,868.86
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091-Y01.500	733.86
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	5,336.58
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	17,090.85
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	6,804.30
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	3,868.86
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	16,009.74
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	190,318.49
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	195,663.51
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	26,682.90
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,467.72
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	10,287.92
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	67,180.90
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	14,075.31
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	3,868.86
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	108,524.25
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	9,354.50
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	3,868.86
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	1,467.72
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,868.86
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	55,766.94
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,467.72
WATER DEPARTMENT			
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	79,846.00
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	28,576.78

COUNTY HEALTH

E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	8,581.73
E-2238-F090-F01.002	Public Health WorkForce (WF)	R-9891-Y091-Y01.500	962.24
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	39.34
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	4,447.55
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	409.83
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	1,296.00
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	1,125.46
E-2239-F091-F01.002	COVID-19 Enhanced Oper. (EO)	R-9891-Y091-Y01.500	2,067.06
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	731.96
E-2241-F093-F07.002	Adolescent Health Resil (AH)	R-9891-Y091-Y01.500	1,844.99
E-2243-F095-F07.002	Body Art	R-9891-Y091-Y01.500	78.02
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	74.85
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	2,813.25
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	4,826.83
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	159.15
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	160.08

JUV COURT/GRANTS

E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	2,935.44
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	3,868.86
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	3,868.86
		TOTALS	1,002,489.09

Upon roll call the vote was as follows:

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

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of December 11, 2024, as recorded in Volume 109 the County Commissioners' Journal.

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

Motion made by Mr. Echemann, seconded by Mr. Dutton to execute payment of Then and Now Certification dated December 11, 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. Dutton	Yes
Mr. Meyer	Absent

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

Motion made by Mr. Echemann, seconded by Mr. Dutton 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 November 2024.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Dutton 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 November 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS-Christy Devore to Sugarcreek, OH, on January 8-10, 2025, to attend the Treatment Foster Care-FC Winter Conference. Estimated expenses: \$508.40.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of December 3, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING AMY MILLER AS FULL-TIME ADMINISTRATIVE ASSISTANT/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the hire of Amy Miller, full-time Administrative Assistant at Senior Services of Belmont County, effective January 2, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTING 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. Dutton to make the following reappointments to the Belmont County Transportation Improvement District (TID) board for a two-year term, per ORC 5540.02 (D), effective January 1, 2025 through December 31, 2026:

- J. P. Dutton, Belmont County Commissioner
- Terry Lively, Belmont County Engineer

Upon roll call the vote was as follows:

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

Mr. Dutton said the TID allows for the county to have a board to look at other projects outside of the Engineer’s Department. The TID just completed a project at the 4-way stop in Bethesda.

IN THE MATTER OF REAPPOINTMENTS TO THE BOARD OF DEVELOPMENTAL DISABILITIES

Motion made by Mr. Echemann, seconded by Mr. Dutton to reappoint Ms. Annette Wiater and Mr. John Rataiczak to the Belmont County Board of Developmental Disabilities for a four-year term, effective January 1, 2025 through December 31, 2028, per Ohio Revised Code 5026.028.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENT TO THE BELMONT COUNTY LAW LIBRARY RESOURCE BOARD

Motion made by Mr. Echemann, seconded by Mr. Dutton to reappoint Elizabeth Glick to the Belmont County Law Library Resource Board for a five-year term, beginning January 1, 2025 and ending December 31, 2029, per Ohio Revised Code 307.511(D).

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM AMERICAN LEGION POST 159/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Dutton to acknowledge receipt of a \$500.00 donation from American Legion Post 159, to Senior Services of Belmont County to be used for an event for the seniors.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE NUMBER 1547 DIGITAL DATA COMMUNICATIONS, INC/COURTHOUSE SERVER

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve Quote Number 1547 from Digital Data Communications, Inc., in the amount of \$388.71 for one APC Replacement Battery Cartridge for the Courthouse Server.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ESTIMATE FROM PLATINUM PROPERTY MAINTENANCE/SHERIFF’S DEPARTMENT

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the estimate from Platinum Property Maintenance in the estimated cost of \$10,000.00 to \$13,000.00 for three cuts in the Belmont County Sheriff’s Departments parking lot to install three new runs of conduit.

Note: The conduit is collapsed and needs replaced.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Dutton	Yes

Mr. Meyer Absent

**IN THE MATTER OF APPROVING THE QUOTE AND SERVICE AGREEMENT
FROM JOHNSON CONTROLS FIRE PROTECTION LP/JAIL**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the quote and service agreement from Johnson Controls Fire Protection, LP, in the amount of \$25,000.00 for replacement of the Fire Alarm System at the Belmont County Jail.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MEMORANDUM OF
UNDERSTANDING BETWEEN THE UTILITY WORKERS
UNION OF AMERICA AND BELMONT COUNTY BOARD
OF COMMISSIONERS REGARDING THE NON-PRECEDENT
SETTING AGREEMENT WITH DAVID MCMILLEN TO ACT
AS TEMPORARY CLASS II CERTIFIED WASTEWATER OPERATOR
OF RECORD AND OF ADDITIONAL COMPENSATION FOR HOURS
WORKED AT THE WASTEWATER TREATMENT PLANT**

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter into a Memorandum of Understanding between Utility Workers Union Of America and Belmont County Board of Commissioners regarding the non-precedent setting agreement with David McMillen to act as the temporary Class II Certified Wastewater Operator of Record and of additional compensation for hours worked at the Wastewater Treatment Plant.

MEMORANDUM OF UNDERSTANDING
between
BELMONT COUNTY BOARD OF COMMISSIONERS
and
UTILITY WORKERS UNION OF AMERICA
~~Acknowledging A Non-Precedent Setting Agreement~~

The Belmont County Board of Commissioners (hereinafter referred to as "the Employer") and the Utility Workers Union of America (hereinafter referred to as "the Union") hereby agree to the following Memorandum of Understanding ("MOU").

The Employer wishes to enter into a non-precedent setting Agreement with employee, David McMillen. The Employer's Wastewater Treatment Plant has a temporary need for a Class II Certified Wastewater Operator of Record to remain in compliance with the Ohio EPA. The temporary need is due to the retirement of the Chief Operator. Mr. McMillen is a Class III Certified Wastewater Operator. Mr. McMillen has verbally agreed to fulfill the minimum required hours, which equates to ten (10) hours per week. The employer agrees to pay Mr. McMillen fifteen dollars (\$15.00) an hour in addition to his current hourly wage, for every hour worked at the Wastewater Treatment Plant. Upon the return of the Chief Operator, Mr. McMillen will resume his normal work schedule.

FOR THE EMPLOYER:



 Kelly Porter, Director

12/4/24

 Date

FOR THE UNION:

Josh Gramlich _____
 Union Representative

12/3/2024

 Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FROM OHIO-WEST VIRGINIA EXCAVATING COMPANY FOR THE WEST END FORCE MAIN IMPROVEMENTS PROJECT

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve Change Order No. 1 from Ohio-West Virginia Excavating Co., for the West End Force Main Improvements Project for an increase of \$5,076.75, for a new contract total of \$638,376.75, based upon the recommendation of Kelly Porter, Belmont County Water & Sewer District Director.

Note: This change order is for the installation of four external graphic keypads and communication modules in the drive panels for the pumps. This will be paid for with contingency funds established for this project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY REQUEST NUMBER 4 (THROUGH 11/30/2024)
FROM BORDER PATROL, LLC/EASTSIDE LIFT STATION PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve Pay Request Number 4 (through 11/30/2024) from Border Patrol, LLC, in the amount of \$68,274.11 for the Eastside Lift Station Project, based upon the recommendation of Water & Sewer District Director Kelly Porter.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE BELMONT COUNTY
FLOODPLAIN DEVELOPMENT FEE SCHEDULE**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the Belmont County Floodplain Development Fee Schedule.

**BELMONT COUNTY FLOODPLAIN DEVELOPMENT
FEE SCHEDULE**

PERMIT APPLICATION FEE **\$100.00 STRUCTURAL**
 \$ 50.00 NON-STRUCTURAL
VARIANCE REQUEST FEE **\$200.00**
PLUS ANY ADDITIONAL COSTS ASSOCIATED WITH REQUIRED ACTIVITIES FOR A HEARING

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ENTERING INTO A ROADWAY USE
MAINTENANCE AGREEMENT WITH BLUE RACER MIDSTREAM, LLC/ENGINEER'S**

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter into a **Roadway Use Maintenance Agreement** with Blue Racer Midstream, LLC, effective December 11, 2024, for pipeline activity at 0.50 miles of CR 114 (Fairview Road) for the ARU Victor Project.

Note: County-wide Bond No. 016245890 for \$1,500,000.00 on file.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE 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 Blue Racer Midstream, L.L.C. whose address is 5949 Sherry Lane, Suite 1700, Dallas, Texas 75225 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Warren 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 pipeline right of way agreements, and intends to construct, operate, and maintain certain facilities for the ARU Victor Project, including appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the ARU Victor Project (hereafter collectively referred to as "pipeline development site") located in Warren Township in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 0.50 miles of CR-114 (Fairview Road) for the purpose of ingress to and egress from the pipeline facilities for the ARU Victor Project, for traffic necessary for the purpose of constructing the pipeline and pipeline facilities, (hereinafter referred to collectively as "Pipeline 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 Pipeline Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 3 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-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline 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 Pipeline Activity, prior to the start of Pipeline 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-114 (Fairview Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with TR-162 (Lowe Road) and ending at the Operators valve site/construction access entrance. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-114 (Fairview Road) for any of its Pipeline Activities hereunder.

2. 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 Pipeline 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 Pipeline 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.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline 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.

4. 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 Pipeline 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 Pipeline Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless accepted for the reasons provided below, prior to the Pipeline 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 Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be considered to be included in the County-Wide Bond on file at the County, as described in Appendix A. 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 oil and gas 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.
6. 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.
 7. 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.
 8. 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.
 9. 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.
 10. 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. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".
 11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
 12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
 13. 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.
 14. Agreement shall be governed by the laws of the State of Ohio.
 15. This Agreement shall be in effect on December 11, 2024.

Executed in duplicate on the dates set forth below.

Authority

By: Jerry Echemann /s/
Commissioner

By: J. P. Dutton /s/
Commissioner

By: _____
Commissioner

By: Terry Lively /s/
County Engineer

Dated: 12/11/24

Approved as to Form:

Jacob Manning /s/
County Prosecutor

Upon roll call the vote was as follows:

Operator

By: Scott Hrivnak /s/

Printed name: Scott Hrivnak

Company Name: Blue Racer Midstream, L.L.C.

Title: Engineer III-Permitting & Roads

Dated: 12/9/2024

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

IN THE MATTER OF ENTERING INTO THE PROFESSIONAL SERVICES AGREEMENT WITH L.A. SCHULTZ & ASSOCIATES, LLC/PLANNING COMMISSION

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter into the Professional Services Agreement with L.A. Schultz & Associates, LLC in the not to exceed amount of \$25,000.00 for consulting services for the Planning Commission, effective January 1, 2025 through December 31, 2025.

Professional Services Agreement

This is a Professional Services Agreement made this 11th day of December 2024 by and between the Belmont County Commissioners, Ohio and L.A. Schultz & Associates LLC, an Ohio limited liability company.

I. Scope of Services

- a. Attend monthly Belmont County Planning Commission meetings and act as secretary – prepare and submit minutes, etc. Also, attend Belmont County Commissioners meetings as directed.
- b. Review any permits and/or developments within unincorporated Belmont County per the directions of the Belmont County Planning Commission and/or Belmont County Commissioners.
- c. Provide professional services during the public hearing approval process of the Belmont County Subdivision Regulations by attending the Belmont County Planning Commission meetings and the Belmont County Commissioners meetings as required.
- d. The parties may agree at any time to expand or modify the scope of services. Such agreement shall be in writing and shall be attached to this Professional Services Agreement as an Addendum.

II. Term and Professional Fees

- a. The contract is from January 1, 2025, to December 31, 2025.
- b. The pay rate shall be \$100 per hour for professional services – (submit weekly hours summary through email). Invoices will be mailed on or near the first of each month.
- c. The pay rate shall be \$50 per hour for travel time to all County meetings, stakeholder meetings and the like (the typical travel time between my home in Columbus, Ohio and St Clairsville, Ohio is 2 hours each way).

- d. The County agrees to reimburse the consultant for certain out of pocket administrative expenses incurred by the consultant (copies, postage, mailings, etc.). I will contact Belmont County on any expenses that are atypical before proceeding with the purchase.
- e. The total contract shall not exceed \$25,000 from January 1, 2025, to December 31, 2025.

III. Contractual Obligation

- a. The findings, conclusions, and other results of this engagement are not intended to be, nor should they be construed to be, for the benefit of anyone other than Belmont County, Ohio. Accordingly, any third party who relies on such results does so at his/her own risk. Belmont County, Ohio shall not disclose the reports or recommendations provided by L.A. Schultz & Associates LLC, to any third party without our express written consent, except as required by law.
- b. Neither Belmont County, Ohio, its employees, partners, nor L.A. Schultz & Associates, LLC performing this engagement shall incur any liability as a result of this engagement. Under no circumstances shall the amount of any liability of Belmont County, Ohio, its employees, shareholders, nor L.A. Schultz & Associates LLC, shall exceed the fee collected by L.A. Schultz & Associates, LLC for this engagement. Any controversy or claim arising out of or relating to services covered by this agreement or hereafter provided by L.A. Schultz & Associates for Belmont County, Ohio or at its request, shall be submitted first to voluntary mediation, and if mediation is not successful, then to binding arbitration. Judgment on any arbitration award may be entered in any court having jurisdiction. If any portion of this agreement is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this agreement shall remain in effect.

Belmont County Commissioners Jerry Echemann /s/
J. P. Dutton /s/

L.A. Schultz and Associates _____
APPROVED AS TO FORM:
Jacob Manning /s/
ASSISTANT PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE RENEWAL OF THE ONE-YEAR LEASE AGREEMENT WITH BELMONT COUNTY JOB AND FAMILY SERVICES FOR THE MARTINS FERRY LOCATION

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Jerry Echemann to sign the renewal of the one-year lease agreement with the Belmont County Department of Job and Family Services for the Martins Ferry location located at 302 Walnut Street, effective January 1, 2024, in the amount of \$27,528.00.

2024 LEASE AGREEMENT

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the Belmont County Department of Job & Family Services, Lessee, leases to the Lessee, the following premises:

Nine thousand eight hundred and sixty-one (9,861) square feet of office space in the building known as the **Martins Ferry Satellite Office** and located at **302 Walnut Street, Martins Ferry, Ohio 43935**.

For the term of one (1) year commencing on January 1, 2024, at a total cost of \$27,528 payable in twelve (12) monthly installments of \$2,294 the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay in conjunction with capital costs and insurance, the actual operational costs which represent the Lessee's actual utility payments for electric, gas, water, and sewage directly to the vendor providing said services. In the event of termination of this lease, lessee agrees to pay to the date of termination, resulting in a cash settlement between the parties. Total capital costs and insurance costs are calculated from the annual Maximus Cost Allocation Plan. All utility payments are derived from actual billings from each individual provider.
11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
14. If the Lessee breaches any of its agreements or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 11th day of December, 2024, at St. Clairsville, Ohio.

Jerry Echemann /s/
Jerry Echemann, President
Belmont County Board of Commissioners
Lessor

Jeffery Felton /s/
Jeffery Felton, Director
Belmont County Dept. of Job & Family Services
Lessee

Approved as to form:
Jacob Manning /s/

Jacob Manning
Belmont County Assistant Prosecutor
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PROJECT CONFIRMATION LETTER FROM COLUMBIA GAS FOR SERVICE AT THE NEW HEALTH DEPARTMENT AND RECORDS CENTER

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Jerry Echemann to sign the Project Confirmation Letter from Columbia Gas for service at the new Health Department and Records Center.
Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Jeff Gazdik along with several other residents attended the meeting to voice their concerns about the closure of the Blaine Hill Bridge project. "We put a little committee together concerning the Blaine bridge and have been in contact with the state rep and the senator's office trying to get support from them. We are here today to ask for your support. We're not happy with waiting four or five years for this to be completed. If this was in Cleveland, Columbus or Cincinnati, there wouldn't be this long of a wait," said Mr. Gazdik. He said businesses are suffering, schools are suffering, it is affecting EMS services. Mr. Gazdik did say they are aware the Commissioners do not have control over this issue, he feels their support would go a long way. Mr. Echemann said they understand the gravity of the situation. ODOT officials informed them that the bridge is unsafe for vehicles to use. He added ODOT is doing an environmental study that will be completed by March of 2025. ODOT also told them if all goes well the bridge could be opened sometime in 2027. Mr. Dutton noted they have been speaking to state and local officials since the bridge was closed. "We told them that we are going to keep asking them to please speed this up as quickly as possible because it's really providing a lot of local damage to accessibility for individuals, emergency response, economically. There's just a lot of aspects that you outline," said Mr. Dutton.

Richard Hord asked what the most significant achievement was for 2024. Mr. Echemann said for him it was the progress on a new building for the Health Department and Records.

RECESS

Public Hearing-Road Improvement 1193

Re: Vacation of Twp Rd T-1137, Union Township

Present: Joshua Crowley and Kate Myers, Engineer's Department. Mr. Crowley said the road has not been maintained by the township in over 60 years. They wanted to get it off the books. Present at the viewing were County Engineer Terry Lively, Joshua Crowley and Commissioners Dutton and Meyer.

IN THE MATTER OF THE VACATION OF TWP. ROAD T-1137 UNION TWP. SEC. 12, T-8, R-5/RD IMP 1193

Office of County Commissioners

Belmont County, Ohio

RESOLUTION-GRANTING PROPOSED IMPROVEMENT ORDERING RECORD, ETC.

Rd. Imp. #1193

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 11th day of December 2024, in the office of the Commissioners with the following members present:

Mr. Echemann
Mr. Dutton

Mr. Echemann moved the adoption of the following Resolution:

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

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

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

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

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

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

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

Adopted the 11th day of December, 2024

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

RECESS

Public Hearing-Road Improvement 1194

Re: Dedication of Country Lake Dr., Richland Township

Present: Joshua Crowley and Kate Myers, Engineer's Department, Attorney Diane Senakievich, Ed Good, Mead Township Trustee, Frank Shaffer, Pultney Township Trustee, Mike Bianconi, Pease Township Trustee, Jerry Whiteley, Goshen Township Trustee and several residents of Country Lake Drive. Ed Good, Mead Township Trustee is also on the Board of Directors Ohio Township Association. He said it is the Director's opinion that the road needs to be up to the Engineer's standards and they feel this could be precedent setting. "However, if it is not under the standards of the County Engineer, it can become problematic for the township. But the bottom line is this-with the township form of government, taking a private road and not bringing it up to specs suggested by the County Engineer, that becomes very problematic for us as far as how we maintain that road when developers come in with new subdivision regulations. Part of that development should address the number of things within the infrastructure whether it be water, sewage and roads, and we haven't even talked about sidewalks," said Mr. Good. Frank Shaffer, Pultney Township Trustee and Belmont County Township Association President said the subdivision regulations from 1962 have currently been updated. "This particular subdivision needs a lot done on that road. I think we need to take a serious look at this because I do not believe that we should pass this particular road. It doesn't even meet the 1962 specs," said Mr. Shaffer. He added it is unfair to put the burden

on township and the taxpayers. Mike Bianconi, Pease Township Trustee, feels the developer should be responsible. Attorney Diane Senakievich said they have been working with the residents over two years on getting the road made public. The developer did not follow through with what he said he was going to do. Mr. Shaffer added the other option would be for the residents to take the developer to court and have a jury decide. Mr. Good asked for a continuation to allow time for the Township Association to meet with the residents. Ms. Senakievich said there are 65 homes in the subdivision. She said the road is becoming a safety hazard and her clients are tax payers. Mr. Echemann said Belmont County is not putting any funds in for the repairs of the road. He added Richland Township is not being forced to do upgrades to the Engineer's standards. The residents' aim is to get snow removal, etc. Mr. Dutton said we are here today because the petition was brought to the Board of Commissioners and they need to make a decision. The developer asked for the road to be a private road. He did not follow through with having it made a public road. He noted a lot of roads have been private and made public over the years.

**IN THE MATTER OF THE DEDICATION OF
COUNTRY LAKE DRIVE
RICHALND TWP. SEC. 23, T-7, R-4/RD IMP 1194**

Office of County Commissioners

Belmont County, Ohio

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

Rd. Imp. #1194

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 11th day of December 2024, in the office of the Commissioners with the following members present:

Mr. Echemann

Mr. Dutton

Mr. Echemann moved the adoption of the following Resolution:

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

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

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

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

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

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

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

Adopted the 11th day of December, 2024

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 1:16 A.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton 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 and ORC 121.22(G)(4) Collective Bargaining Exception.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 2:09 P.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton to exit executive session at 2:09 p.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF KATHY SAFFELL, FULL-TIME
SCHEDULER DISPATCHER ON PAID ADMINISTRATIVE LEAVE/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve paid administrative leave for Kathy Saffell, full-time Scheduler Dispatcher at Senior Services of Belmont County, effective December 12-18, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:10 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Dutton to adjourn the meeting at 2:10 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 18th day of December, 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