

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 \$408,781.18

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-0011-A001-B7.000 Travel	E-0210-A001-F01.002 Salaries	\$500.00
E-0081-A002-D12.000 Probate Other Expenses	E-0082-A002-C31.002 Salaries-Employees	\$1,000.00
E-0082-A002-C31.002 Salaries-Employees	E-0082-A002-C20.010 Supplies	\$78.27
E-0131-A006-A09.000 Medical	E-0131-A006-A03.002 Salaries-Jail	\$100,000.00
E-0131-A006-A25.000 Housing of Inmates	E-0131-A006-A03.002 Salaries-Jail	\$178,025.00
E-0131-A006-A26.000 Cruiser Repairs	E-0131-A006-A03.002 Salaries-Jail	\$15,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S55.010 Supplies	\$2,000.00

S66 BCBDD-MAIN FUND

FROM	TO	AMOUNT
E-2410-S066-S84.074 Transfers Out	E-2410-S066-S70.011 Contract Services	\$5,000.00

W98 CEBCO WELLNESS GRANT

FROM	TO	AMOUNT
E-1498-W098-W21.000 2024 Expenses	E-1498-W098-W23.002 Salaries/Benefits	\$2,000.00

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:

K00 M.V.G.T. FUND AND A00 GENERAL FUND/ENGINEER

FROM	TO	AMOUNT
E-2811-K000-K11.075 Advance Out	R-0040-A000-A48.575 Advance In	\$581,417.24

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 following dates:

****NOVEMBER 13, 2024****

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

E-2812-K000-K16.013	Contract-Projects	\$555,000.00
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****NOVEMBER 26, 2024****

A00 GENERAL FUND

E-0181-A003-A06.011	Contract Services	\$2,926.00
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H11 FAMILY & CHILD 1ST COUNCIL/BCDJFS

E-2770-H011-H03.000	FCFC Administrative Funds	\$15,135.79
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K00 M.V.G.T. FUND/ENGINEER

E-2811-K000-K11.075	Advances Out	\$581,417.24
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O12 NEFFS BOND RETIREMENT/BCWSD

E-9312-O012-O01.050	Principal Payments	\$18,000.00
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P96 CRITICAL INCIDENT STRESS MANAGEMENT/EMA

E-1726-P096-P06.000	Donations	\$1,225.00
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S57.000	Travel & Staff Development	\$2,565.00
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Y02 MUNICIPAL AUTO LICENSE/ENGINEER

E-9802-Y002-Y06.000	Village of Bridgeport	\$64,000.00
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E-9802-Y002-Y12.000	Village of Belmont	\$5,010.00
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Y41 INDIGENT APPLICATION FEES/AUDITOR

E-9841-Y041-Y01.000	Remit to State	\$430.00
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E-9841-Y041-Y02.000	Remit to County	\$1,720.00
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Y42 RECOUPMENT FEES INDIGENT/AUDITOR

E-9842-Y042-Y01.000	Remit to State	\$1,210.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/
HOLDING ACCOUNT CHARGEBACKS FOR OCTOBER 2024**

Motion made by Mr. Echemann, seconded by Mr. Dutton to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of October 2024.

General fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	7,805.15
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	470.40
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,008.00
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	4,101.78
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	7,461.51
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	490.34
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,434.75
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	5,526.10
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,708.66
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	7,749.58
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	11,703.00
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,300.96
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
BEHAVIORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	659.81
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,263.72
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,593.86
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	2,176.04
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,605.78
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,628.09
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	9,440.66
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,754.46
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	30,933.44
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,702.50
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,295.82
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	5,199.71
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	5,579.52
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,848.81
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	14.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	517.49
			137,090.40
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	3,162.07
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,483.53
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	3.09
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	666.08
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	452.58
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	591.81
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	338.79
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	310.45
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	148.33
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	476.13
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	400.45
COVID-19 Enhanced Operation	E-2239-F091-F01.002	R-9895-Y095-Y01.500	531.81

Adolescent Health Resiliency	E-2241-F093-F08.000	R-9895-Y095-Y01.500	489.82
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,241.85
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	45.10
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	70.57
Body Art	E-2243-F095-F07.002	R-9895-Y095-Y01.500	18.66
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	55,180.75
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	8,446.96
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	1,765.54
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,675.12
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	15,098.98
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,363.06
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,859.20
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	470.40
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,706.21
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	348.38
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	455.00
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,502.31
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,278.84
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	19,321.49
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	5,466.28
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,626.14
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	17,685.55
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	14,984.52
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	5,160.08
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	384.98
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,152.30
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	46,625.76
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	24,656.90
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	591.23
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	843.00
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,676.80
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	596.06
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	573.44
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	573.44
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,099.80
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	282.70
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	845.70
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	1,007.16
			392,841.76

Upon roll call the vote was as follows:

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

**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 November 26, 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 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:

HR DEPARTMENT-Erin McVay to Columbus, OH, on December 6, 2024, to attend the CLCCA quarterly meeting. A county vehicle will be used for travel.

DJFS-John Regis, Jr. to Cambridge, OH, on December 3, 2024, to attend the ECODA Director's meeting. Estimated expenses: \$329.20. Lori O'Grady to Columbus, OH, on February 2-4, 2025, to attend the OHPELRA Conference. Estimated expenses: \$1,046.50.

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 November 20, 2024.

Upon roll call the vote was as follows:

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

Mr. Echemann made the following announcements:

The Belmont County Board of Commissioners is accepting applications to fill two positions on the Belmont County Board of Developmental Disabilities and one position on the Law Library Resource Board. Interested parties can contact the Commissioners' office at [\(740\) 699-2155](tel:7406992155) to request an application. Applications will be accepted through December 6, 2024.

The following change has been made to the board's regular meeting schedule:

- Tuesday, December 3, 2024 at 9:00 a.m. instead of Wednesday, December 4, 2024, due to a scheduling conflict.

IN THE MATTER OF RESCHEDULING COMMISSIONERS' MEETING DAY

Motion made by Mr. Echemann, seconded by Mr. Dutton to make the following change to the Board's regular meeting schedule and to notify the media, elected officials and department heads of the same:

- Wednesday, December 11, 2024 meeting will start at 11:00 a.m. instead of 9:00 a.m. due to a scheduling conflict.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING A REVISION TO THE PERSONNEL POLICY MANUAL SECTION 6.1 HOLIDAYS

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve a revision to the Belmont County Personnel Policy Manual Section 6.1 HOLIDAYS.

1. Revise Holiday Policy Section 6.1 adding Christmas Eve.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY WITHOUT BUILDING(S) BETWEEN THE BELMONT COUNTY COMMISSIONERS AND RONALD REGER, TRUSTEE OF THE RONALD R. REGER IRREVOCABLE TRUST DATED JANUARY 30, 2012

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and sign the Contract for Sale and Purchase of Real Property Without Building(s) between the Belmont County Commissioners and Ronald Reger, Trustee of the Ronald R. Reger Irrevocable Trust dated January 30, 2012, in the amount of \$300.00 for the purchase of part of Parcel 7-WD, BEL-CR 4-27.05

Note: This land is needed for right-of-way for upcoming Belmont County Engineer's Department Project BEL-CR 4-27.05 (Bridge Replacement on Glenn Run Road).

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)**

PARCEL(S): 7-WD
BEL-CR4-27.05

This Agreement is by and between the Belmont County Commissioners, Belmont County, Ohio ["Purchaser"] and Ronald Reger, Trustee of the Ronald R. Reger Irrevocable Trust dated January 30, 2012, ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$300.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e).

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used

with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the Belmont County Commissioners, Belmont County, Ohio and Ronald Reger, Trustee of the Ronald R. Reger Irrevocable Trust dated January 30, 2012, have executed this Agreement on the date(s) indicated immediately below their respective signature(s).

ODOT LPA RE 433-C
Rev. 12/2021

Corporations & LLC ACK for Contracts

Ronald Reger, Trustee of the Ronald R. Reger
Irrevocable Trust dated January 30, 2012

Ronald R. Reger, TR
By: Ronald R. Reger, Trustee

Date: Nov 20 - 24

The Belmont County Commissioners
Belmont County, Ohio

APPROVED AS TO FORM:

W. E. Echemann, Assistant Prosecuting Attorney
PROSECUTING ATTORNEY

W. E. Echemann
By:

W. E. Echemann
By:

By:

Date: 11-26-24

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION
TEMPORARILY REDUCING LEGAL AXLE LOAD
LIMIT ON WAYNE TOWNSHIP ROADS/ENGINEER**

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

RESOLUTION

Whereas, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon; and

Whereas, the Belmont County Board of Commissioners have received a request from the Wayne Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%); and

Whereas, the Belmont County Engineer has recommended that the Wayne Township Trustees' request be granted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Wayne Township be reduced by fifty percent (50%) for the period beginning December 1, 2024 and ending April 15, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE NOTICE OF NATUREWORKS GRANT FUNDING DOCUMENT FOR BELM-033/BELMONT COUNTY DOG PARK

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and sign the Notice of NatureWorks Grant Funding document for NatureWorks Project NO. BELM-033/Belmont County Dog Park.

Note: The Belmont County Commissioners hereby agree to be bound by the terms of the Grant Agreement as they relate to the property. The property must be operated and maintained solely for public recreation or natural resource purposes throughout the Term of the Bond.

NOTICE OF NatureWorks GRANT FUNDING

Belmont County Commissioners are the owners of a parcel of land located in Richland Township, Belmont County, Ohio, more particularly described in Exhibit A attached hereto and made part hereof (the "Property"). The owners, Belmont County Commissioners, acquired the Property by a deed recorded in Vol. N, Pages 177-178 of the deed records of the Office of the Belmont County Recorder.

Belmont County Commissioners have received NatureWorks funds from the Ohio Department of Natural Resources and applied these funds as a match for recreational development. The NatureWorks Project number BELM-033 is the Belmont County Dog Park. The NatureWorks grant program was established in accordance to House Bill 790 in 1994 and continued with House Bill 215 in 1997. A copy of the NatureWorks Project agreement is kept at the Belmont County Commissioners' office at 101 W. Main Street, St. Clairsville, OH 43950.

Belmont County Commissioners hereby agree to be bound by the terms of the Grant Agreement as they relate to the Property, including the obligation that the Property identified in Exhibit A must be operated and maintained solely for public recreation or natural resource purposes throughout the Term of the Bond. The Property cannot be converted in use or title without the prior approval of the Director of the Ohio Department of Natural Resources.

This Notice shall be recorded by the owners in the Office of the Belmont County Recorder and shall be deemed incorporated by reference in any future deed of conveyance of or to the Property, or any part thereof.

In testimony whereof the Belmont County Commissioners have caused this Notice to be executed this 26th day of November, 2024.



 Authorized Official


 Authorized Official

 Authorized Official

STATE OF OHIO
 COUNTY Belmont, ss

Before me a notary public in and for said County and State personally appeared the above named authorized officials, who acknowledge that they are duly authorized, did sign the foregoing instrument, and that the same is their free act and deed.

In Testimony whereof I have hereunto set my hand and official seal at St. Clairsville, Ohio, this 26th day of November, 2024.


 Notary
 My Commission Expires: 2/18/2025

This instrument was prepared by:
 Sherrilyn VanTassel, Esquire
 BCSO Outreach Coordinator
 79300 Hurford Road
 Cadiz, Ohio 43907



BONNIE ZUZAK
 Notary Public, State of Ohio
 My Commission Expires:
 February 18, 2025

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Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY

Motion by Mr. Echemann to adopt the following resolution:

RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

WHEREAS, counties have requested such adjustments to best meet the need of their constituents due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and

WHEREAS, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

WHEREAS, a county job and family services agency must make such inter-county adjustment requests to the Ohio Department of Job and Family Services and include with such requests a resolution authorizing such from that county's Board of Commissioners; and

WHEREAS, in accordance with Ohio Administrative Code Section 5101:9-6-82(F)(2)(a), a Board of County Commissioners may pass a resolution assigning authority to the Director of the county job and family services agency to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time.

THEREFORE, BE IT RESOLVED that the Belmont County Board of Commissioners hereby assigns authority to Jeffery Felton BCDJFS Director, to serve as the Belmont County Board of Commissioners' designee and hereby grants Jeffery Felton the authority to sign the inter-county adjustment agreements on behalf of Belmont County for the period January 1, 2025 through December 31, 2025, with the understanding that a summary of such adjustments shall be provided to the Board of Commissioners as they are made with other County Departments of Job and Family Services.

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

Adopted this 26th day of November 2024

J. P. Dutton /s/ Yes

J. P. Dutton, County Commissioner

Jerry Echemann /s/ Yes

Jerry Echemann, County Commissioner

Absent

Josh Meyer, County Commissioner

THE MATTER OF ADOPTING RESOLUTION GRANTING AUTHORITY TO THE DIRECTOR OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO TRANSFER FUNDS FROM THE PA FUND TO THE CSEA FUND FOR CALENDAR YEAR 2024

Motion made by Mr. Echemann, seconded by Mr. Dutton to adopt the following:

RESOLUTION

Whereas, the Child Support Enforcement Agency (CSEA) of Belmont County operates an administrative fund for the operation of a child support enforcement program; and

Whereas, the activities of the child support enforcement program are allowable activities as defined by Ohio Administrative Code 5101:9-6-83; and

Whereas, the Belmont County Department of Job and Family Services (BCDJFS) operates a Prevention, Retention and Contingency (PRC) program in accordance with policies and regulations established in the Ohio Revised Code Section 5108: and

Whereas, the BCDJFS PRC Program offers services to assist non-custodial parents with gross monthly income below the 200% federal poverty standard with work related services to assist them in obtaining and maintaining employment so that they are able to meet their child support obligations in fulfilling the TANF goal of reducing the dependence of needy parents by promoting job preparation, work and marriage; and

Whereas, in order to properly access these funds for this purpose, Temporary Assistance to Needy Families (TANF) and Comprehensive Case Management Employment Fund (CCMEP) TANF funds from the Public Assistance fund are reimbursed through the Random Moment Sampling (RMS) system: and

Now, Therefore Be It Resolved, the Board of Commissioners of Belmont County on this 26th day of November 2024, do hereby grant to Jeffery Felton, Director of the Belmont County Department of Job and Family Services, the authority to approve the transfer of TANF and CCMEP TANF allocations from the PA Fund to the CSEA Fund as determine through the quarterly RMS Cost per Hit calculation. This transfer authority is granted from the period of January 1, 2024, through December 31, 2024.

Upon roll call the vote was as follows:

Mr. Echemann Yes

Mr. Dutton Yes

Mr. Meyer Absent

THE MATTER OF ADOPTING RESOLUTION GRANTING AUTHORITY TO THE DIRECTOR OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO TRANSFER FUNDS FROM THE PA FUND TO THE CSEA FUND FOR CALENDAR YEAR 2025

Motion made by Mr. Echemann, seconded by Mr. Dutton to adopt the following:

RESOLUTION

Whereas, the Child Support Enforcement Agency (CSEA) of Belmont County operates an administrative fund for the operation of a child support enforcement program; and

Whereas, the activities of the child support enforcement program are allowable activities as defined by Ohio Administrative Code 5101:9-6-83; and

Whereas, the Belmont County Department of Job and Family Services (BCDJFS) operates a Prevention, Retention and Contingency (PRC) program in accordance with policies and regulations established in the Ohio Revised Code Section 5108: and

Whereas, the BCDJFS PRC Program offers services to assist non-custodial parents with gross monthly income below the 200% federal poverty standard with work related services to assist them in obtaining and maintaining employment so that they are able to meet their child support obligations in fulfilling the TANF goal of reducing the dependence of needy parents by promoting job preparation, work and marriage; and

Whereas, in order to properly access these funds for this purpose, Temporary Assistance to Needy Families (TANF) and Comprehensive Case Management Employment Fund (CCMEP) TANF funds from the Public Assistance fund are reimbursed through the Random Moment Sampling (RMS) system: and

Now, Therefore Be It Resolved, the Board of Commissioners of Belmont County on this 26th day of November 2024, do hereby grant to Jeffery Felton, Director of the Belmont County Department of Job and Family Services, the authority to approve the transfer of TANF and CCMEP TANF allocations from the PA Fund to the CSEA Fund as determine through the quarterly RMS Cost per Hit calculation. This transfer authority is granted from the period of January 1, 2025, through December 31, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR LICENSE TRANFER/LAFFERTY LODGE NO 1462

Motion made by Mr. Echemann, seconded by Mr. Dutton to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a D4 liquor license, Permit No. 528497514628 from Lafferty Lodge No 1462, Loyal Order of Moose & Grassy Patio, 42977 Harrah Street, Union Township, Lafferty, Ohio 43951 to Lafferty Lodge No 1462, Loyal Order of Moose at 42789 Mt. Hope Road, Union Township, Lafferty, OH, 43951. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:12 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 and termination of public employees and ORC 121.22(G)(4) Collective Bargaining.

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 11:10A.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton to exit executive session at 11:10 a.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 APPROVING THE TERMINATION OF JESSICA ZINKHON, PART-TIME KENNEL STAFF

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the termination of Jessica Zinkhon, part-time Kennel Staff at the Belmont County Animal Shelter, effective November 26, 2024 and to direct her supervisor to notify Ms. Zinkhon of the same.

Upon roll call the vote was as follows:

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

RECESS

Reconvened Wednesday, November 27, 2024 at 1:04 p.m. with Commissioners Echemann, Meyer and Dutton present for possible further action.

IN THE MATTER OF ENTERING AGREEMENT FOR CONVEYANCE OF PROPERTY BY THE OHIO UNIVERSTIYR BOARD OF TRUSTEES TO THE EAST CENTRAL OHIO EDUCATIONAL SERVICE CENTER BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY AND THE OHIO UNIVERSITY OF BOARD OF TRUSTEES

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter agreement for conveyance of property by the Ohio University Board of Trustees to the East Central Ohio Educational Service Center by and between the Board of County Commissioners of Belmont County and the Ohio University of Board of Trustees.

AGREEMENT FOR CONVEYANCE OF PROPERTY BY THE OHIO UNIVERSITY BOARD OF TRUSTEES TO THE EAST CENTRAL OHIO EDUCATIONAL SERVICE CENTER

This Agreement is entered into by and between the Board of County Commissioners of Belmont County (“County Commissioners”) and the Ohio University Board of Trustees (“Ohio University”).

WHEREAS, by deed dated December 9, 1964 (“Deed”) the County Commissioners conveyed two tracts of land containing approximately 296.827 acres in the Township of Richland, Belmont County, Ohio to Ohio University (“Restricted Property”); and

WHEREAS, the Deed which granted the Restricted Property to Ohio University contains the following language, “To have and to hold said premises, with the appurtenances, unto said BOARD OF TRUSTEES OF UNIVERSITY, and their successors in office forever, for the use and purpose aforesaid; but for no other use or purpose whatsoever, and in case said premises shall at any time hereafter cease to be used for educational purposes, once said University has commenced to use said premises, the same shall revert to and be vested in the Commissioners of Belmont County, Ohio, the said Grantor, their successors and assigns.”; and

WHEREAS, since owning the Restricted Property, Ohio University constructed the Health and Physical Education Center (“HAPEC”) which lies upon a portion of the Restricted Property as well as other land owned by Ohio University which is not subject to any deed restriction and constructed the Science and Engineering Building (“SEB”) (collectively the “Buildings”) on unrestricted property; and

WHEREAS, Ohio University wishes to sell the Buildings to the East Central Ohio Educational Service Center (“ESC”); and

WHEREAS, on July 24, Ohio University filed an application for a variance and for the platting of a roadway on the Restricted Property to allow the ESC to purchase and access the Buildings (“Application”) with the Belmont County Planning Commission (“Planning Commission”); and

WHEREAS, although the Planning Commission has yet to approve the Application, the County Commissioners support its approval, subject to the conditions, which have been identified by the Planning Commission; and

WHEREAS, the County Commissioners support the conveyance of the Buildings to the ESC; and
 WHEREAS, the County Commissioners and Ohio University agree that the conveyance of HAPEC to the ESC shall not be considered a violation of the Deed and shall not trigger any reversionary interest under the Deed so long as the ESC continues to use HAPEC solely for educational purposes; and
 WHEREAS, in addition to educational purposes, the County Commissioners agree that the ESC may lease HAPEC to Trinity Health Systems and Ohio Hills Health Center and that such leases shall not trigger a reversion to the County Commissioners; and
 WHEREAS, the County Commissioners and Ohio University agree that the sale of HAPEC shall not be considered precedential as to disposition of the Restricted Property and that neither party, by virtue of an agreement, shall be deemed to have waived any argument, claim or defense as to ownership of the Restricted Property.
 NOW, THEREFORE, the parties hereby agree as follows:
Section 1: The County Commissioners will endorse the approval of the Application to allow Ohio University to convey the Buildings to the ESC, subject to the conditions identified by the Planning Commission. Ohio University shall be permitted to lease the Buildings to the ESC until conveyance to the ESC is finalized.
Section 2: After conveyance of the Buildings to the ESC, the County Commissioners shall maintain a reversionary interest in the Restricted Property.
Section 3: The reversionary interest shall not be triggered so long as the ESC uses the portions of HAPEC that lie on Restricted Property for educational purposes in addition to those purposes set forth in Section 4.
Section 4: The ESC shall be permitted to lease the portions of HAPEC that lie on Restricted Property to Trinity Health Systems and Ohio Hills Health Center without triggering a reversionary interest.
Section 5: The conveyance of the portions of HAPEC that lie on Restricted Property shall not be precedential as to disposition of the Restricted Property and neither party, by virtue of this Agreement, shall be deemed to have waived any argument, claim, or defense as to the Restricted Property.
Section 6: Except as modified by this Agreement, all other terms of the Deed and other applicable provisions of law remain in full force and effect. This Agreement represents the entire agreement of the parties with respect to the subject matter, may be executed in multiple counterparts, and shall be amended only by a signed writing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have entered into this Agreement on this ____ day of November 2024.

BOARD OF COUNTY COMMISSIONERS
OF BELMONT COUNTY

OHIO UNIVERSITY BOARD OF
TRUSTEES

By: Jerry Echemann /s/
President

By: _____
President

By: Josh Meyer /s/
Vice President

By: J. P. Dutton /s/
Commissioner

EAST CENTRAL OHIO EDUCATIONAL
SERVICE CENTER

By: _____
Superintendent

By: _____
Treasurer

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSIONER J. P. DUTTON
TO SIGN THE OHIO SMALL COMMUNITY ENVIRONMENTAL
INFRASTRUCTURE GROUP WATER AND WASTEWATER
PROJECT PROPOSAL FOR HENDRYSBURG AND FAIRVIEW WATER LINE**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commissioner J. P. Dutton to sign the Ohio Small Community Environmental Infrastructure Group Water and Wastewater Project Proposal for the Hendrysburg and Fairview Water Line Extension Project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE FINAL PERFORMANCE REPORT
AND REIMBURSEMENT REQUEST #2 FOR NATUREWORKS GRANT NO. BELM-033/DOG PARK**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Final Performance Report and Reimbursement Request #2 in the amount of \$6,478.13, for the NatureWorks Grant No. BELM-033 for the Belmont County Dog Park; Total Grant Amount: \$27,341.00.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRE OF CONNIE "RENEE" CRAIG,
PART-TIME DRIVER/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of Connie "Renee" Craig, part-time driver at Senior Services of Belmont County, effective December 2, 2024.

Upon roll call the vote was as follows:

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

November 26, 2024

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:07 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 1:07 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 3rd 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