

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 \$521,342.55

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:

H05 WORKFORCE DEVELOPMENT FUND/BCDJES

FROM	TO	AMOUNT
E-2600-H005-H04.000 Dislocated Worker	E-2600-H005-H03.000 Adult	\$50,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S55.010 Supplies	E-8010-S030-S40.000 Grant Holding	\$163.61

Y91 EMPLOYERS SHARE HOLDING ACCOUNT/AUDITOR

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

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. 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	\$5,833.33

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENT/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$28,750.00

P05 WATER WORKS FUND AND N88 WWS REVENUE BOND-SHORT LIVED/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9088-N088-N04.574 Transfers In	\$58,000.00

P05 WATER WORKS FUND AND O11 MT. VICTORY-BOND RETIREMENT/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9311-O011-O04.574 Transfers In	\$1,027.00

P05 WATER WORKS FUND AND O62 USDA WATER BOND PYMT/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9262-O062-O08.574 Transfers In	\$150,000.00

P05 WATER WORKS FUND AND O63 USDA WATER BOND RESERVE FUND/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9263-O063-O06.574 Transfers In	\$12,350.00

P53 SANITARY SEWER DISTRICT FUND AND O03 USDA-SSD BOND PYMT/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfers Out	R-9200-O003-O08.574 Transfers In	\$26,167.00

P53 SANITARY SEWER DISTRICT FUND AND O12 NEFFS BOND RETIREMENT/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfers Out	R-9312-O012-O05.574 Transfers In	\$3,417.00

P53 SANITARY SEWER DISTRICT FUND AND O61 SEWER BOND RETIREMENT/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfers Out	R-9261-O061-O04.574 Transfers In	\$11,000.00

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 September 04, 2024 date:

A00 GENERAL FUND

E-0181-A003-A06.011	Contract Services	\$82,309.28
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$50.00
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SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000	Medical	\$242.92
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E-0131-A006-A17.010	Cruisers	\$320.00
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E-0131-A006-A23.000	Background	\$97.00
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E-0131-A006-A24.000	E-SORN	\$635.00
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E-0131-A006-A26.000	K-9	\$150.00
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E-0131-A006-A32.000	Warrant Fee	\$680.93
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E-1652-B016-B02.000	DUI	\$25.00
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E-5100-S000-S01.010	Commissary	\$12,824.30
E-5101-S001-S06.000	CCW License	\$871.00
E-5101-S001-S07.012	CCW Equipment	\$1,301.00
E-9710-U010-U06.000	Reserve	\$680.00

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
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF AUGUST AND SEPTEMBER 2024**

Motion made by Mr. Echemann, seconded by Mr. Dutton to make the following transfer of funds for the Delta Dental Chargebacks for the months of August and September 2024

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	19,980.78
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	518.60
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	397.44
GRANT / JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	103.72
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	207.44
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	103.72
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	1,690.36
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	141.72
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	103.72
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	38.00
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	207.44
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	103.72
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	70.86
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	103.72
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	594.60
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	179.72
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	103.72
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	244.64
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	5.68
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9891-Y091-Y07.500	34.11
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	1.44
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	33.20
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	31.96
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	129.25
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	113.60
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	59.02
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	15.93
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	111.60
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	17.51
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	2.12
Enhanced Operations	E-0039-F091-F01.002	R-9891-Y091-Y07.500	7.67
Adolescent Health Resiliebcy (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	73.12
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	2.33
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	425.16

HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	1,659.52
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	207.44
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	38.00
K-25	E-2811-K200-K10.006	R-9891-Y091-Y07.500	349.16
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	207.44
K-25	E-2813-K000-K39.006	R-9891-Y091-Y07.500	103.72
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	2,816.08
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	798.24
WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	311.16
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	3,871.60
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	321.44
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	1,965.08
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	207.44
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	38.00
TOTALS		R-9891-Y091-Y07.500	38,851.94

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 THE VISION

CHARGEBACKS FOR THE MONTHS OF AUGUST AND SEPTEMBER 2024

Motion made by Mr. Echemann, seconded by Mr. Dutton to make the following transfer of funds for the Vision Chargebacks for the months of August and September 2024

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	6,168.69
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	147.60
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	149.28
GRANTS/JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV.CT	E-0400-M060-M29.008	R-9891-Y091-Y06.500	29.52
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	59.04
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	29.52
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	535.56
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	44.70
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	29.52
TARGETED COMM ALTERN TO PR	E-1545-S055-S02.002	R-9891-Y091-Y06.500	15.18
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	59.04
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	29.52
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	29.52
EASTERN SPEC. PROJ.	E-1571-S087-S03.006	R-9891-Y091-Y06.500	22.35
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	177.96
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	59.88
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	29.52
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	73.43
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	2.23
Public Health Workforce	E-2238-F090-F01.002	R-9891-Y091-Y06.500	13.61

Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	0.52
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	9.64
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	11.88
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	37.35
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	32.63
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	17.14
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	5.14
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	41.31
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	5.39
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	0.82
Enhanced Operations	E-2239-F091-F01.002	R-9891-Y091-Y06.500	2.27
Adolescent Health Resiliebcy (AH)	E-2241-F093-F07.002	R-9891-Y091-Y06.500	21.08
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y06.500	0.93
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	134.10
DEPT OF DD 2410/2420	E-2410-S066-S70.011	R-9891-Y091-Y06.500	1,696.95
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	472.32
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	59.04
K-1	E-2810-K200-K10.006	R-9891-Y091-Y06.500	15.18
K-2	E-2811-K200-K10.006	R-9891-Y091-Y06.500	103.74
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	593.34
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	236.16

WATER/SEWER DEPT

W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	817.94
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	256.57
WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	88.56
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	1,159.68
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	104.58
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	618.21
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	59.04
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	15.18
TOTAL			14,322.36

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 HSA CHARGEBACKS/SEPTEMBER 2024

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

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

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 MUTUAL OF OMAHA LIFE

INSURANCE CHARGEBACKS FOR THE THIRD QUARTER PERIOD:

JULY, AUGUST AND SEPTEMBER 2024

Motion made by Mr. Echemann, seconded by Mr. Dutton to make the following transfer of funds for the Mutual of Omaha Life Insurance Chargebacks for the Third Quarter (July, August and September 2024)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	2,507.80
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	51.30
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	65.64
E-1510-W081-P04.000	PROSECUTOR DRETAC	R-9891-Y091-Y05.500	17.10
E-1410-W082-T97.006	TREASURER DRETAC	R-9891-Y091-Y05.500	71.25
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	205.20
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	422.10
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	8.55
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	8.55
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	8.55
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	17.10
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	42.75
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	218.10
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	51.30
E-3702-P005-P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	275.20
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	73.56
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	25.65
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	8.55
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	51.30
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	223.74
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	708.33
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	104.07
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	38.00
E-2211-F069-F04.000	TRAILER PARKS	R-9891-Y091-Y05.500	1.53
E-2227-F074-F06.000	SEWAGE	R-9891-Y091-Y05.500	9.88
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	11.18
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	11.45
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	6.71
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	4.65
E-2236-F088-F01.002	GET VACCINATED	R-9891-Y091-Y05.500	0.93
E-2237-F089-F01.002	INTEGRATED NALO1ONE	R-9891-Y091-Y05.500	3.27
E-2238-F090-F01.002	PUBLIC HEALTH WORKFORCE	R-9891-Y091-Y05.500	6.77
E-2239-F091-F01.002	ENCHANCED OPERATIONS	R-9891-Y091-Y05.500	0.64
E-2241-F093-F07.002	ADOLESCENT HEALTH & RESLLIENCY	R-9891-Y091-Y05.500	6.01
e-2243-f095-f07.002	BODY ART	R-9891-Y091-Y05.500	0.48
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	18.97
E-2219-N050-N05.000	WATER	R-9891-Y091-Y05.500	1.74
E-2220-P070-P01.002	POOLS	R-9891-Y091-Y05.500	0.35
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	25.65
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	51.30
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	8.55

E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	17.10
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	17.10
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	8.55
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	14.28
E-1546-S056-S04.001	PROBATION SERVICES	R-9891-Y091-Y05.500	17.10
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	8.55

Total amount this transfer 5,456.43

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 September 4, 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: **COMMISSIONERS**-Jerry Echemann to Fredericksburg/Mt. Hope, OH, on September 17, 2024, to attend the OMEGA semi-annual meeting. A county vehicle will be used for travel.

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 August 28, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING EMILY SMITH AS A FULL-TIME REFERRAL SPECIALIST II/DJFS

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the hire of Emily Smith, full-time Referral Specialist II at Belmont County Department of Job and Family Services, effective September 9, 2024.
Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR LICENSE FOR N & S VENTURES 2023 LLC

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 a new D5 liquor license, Permit No. 6343626, for N & S Ventures 2023 LLC, 72690 Colerain Road, Colerain Township, Bridgeport, OH, 43916. 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

IN THE MATTER OF APPROVING AMENDMENT TO THE CONTRACT BETWEEN MENTAL HEALTH RECOVERY BOARD AND BELMONT COUNTY COMMISSIONERS

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the amendment to the contract between the Mental Health Recovery Board and the Belmont County Commissioners, effective July 1, 2024 to June 30, 2025 to support the delivery of mental health and substance abuse services to inmates of the Belmont County Jail.
Note: Paragraph IV of the original agreement is amended to change the term of payment.

AMENDMENT

This Amendment is entered into this 4th day of September 2024, by and between the Mental Health and Recovery Board, Belmont, Harrison, and Monroe Counties (“**BOARD**”) and the Belmont County Commissioners (“**COMMUNITY PARTNER**”).

Whereas, the BOARD and the COMMUNITY PARTNER entered into an agreement executed May 22, 2024, to support the delivery of mental health and substance abuse assessment/counseling services to inmates of the Belmont County Jail; and

Whereas, the parties desire to amend the terms of that agreement with respect to when payment will be received by COMMUNITY PARTNER.

Now Therefore, in consideration of the mutual promises made herein, the parties agree as follows:

1. Paragraph IV of the original agreement (“Duties of the BOARD”), is amended in part, such that subparagraphs 3 and 6 of that Paragraph shall read as follows:

3. The BOARD shall pay the COMMUNITY PARTNER one-half of the total contract during the first quarter of the BOARD's fiscal year and the remaining one-half of the total contract during the third quarter of the fiscal year. The COMMUNITY PARTNER shall request such payments during the first and third quarters in writing to Wendy McKivitz, the BOARD's Chief Finance Officer (wendym@bhmbboard.org).

6. Any funds paid to the COMMUNITY PARTNER but unspent at the end of the contract period as indicated on the final expense report shall be applied to the following fiscal year contract amount as paid. If the contract is not renewed, then the funds shall be returned to the BOARD within 60 days.

2. Other than the foregoing changes, the remaining terms of the original agreement shall remain as originally agreed upon and shall not be amended.

THE MENTAL HEALTH AND RECOVERY BOARD, BELMONT, HARRISON, AND MONROE COUNTIES

_____ Lisa J. Ward, Executive Director	Date _____
_____ Debra Yeater, Chairperson	Date _____
BELMONT COUNTY COMMISSIONERS	
_____ <i>J. P. Dutton /s/</i>	9/4/24
J. P. Dutton	Date
_____ <i>Jerry Echemann /s/</i>	9-4-24
Jerry Echemann	Date
_____ Josh Meyer	Date

Approved as to Form:

Jacob A. Manning /s/
Jacob A. Manning, Assistant Prosecuting Attorney
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A COMMERCIAL LEASE AGREEMENT
BETWEEN THE MORAN FAMILY CENTER, LLC AND THE BELMONT
COUNTY COMMISSIONERS, DBA SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter into a commercial lease agreement between The Moran Family Center, LLC, and Belmont County Commissioners, dba Senior Services of Belmont County, in the monthly amount of \$900.00, effective October 1, 2024 through September 30, 2025.

Note: The building located at 68583 Scott Street, Lansing, OH, will be used as the Lansing Senior Center. The lease may be terminated by SSOBC with a 60 day written notice.

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on September 4, 2024, is between:

The **LESSOR** is a business entity known as The Moran Family Center, LLC with a mailing address of 70333 Barton Road, Saint Clairsville, Ohio 43950, hereinafter referred to as the "Lessor."

AND

The **LESSEE** is a government entity known as the Belmont County Commissioners dba Senior Services of Belmont County (SSOBC) with a mailing address of 67650 Oakview Drive, Saint Clairsville, Ohio 43950, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES: The Lessor agrees to lease to the Lessee the following described 900 square feet (sf) of The Moran Family Center (former classroom situated between the gym and the restrooms in main hallway) located at 68583 Scott Street, Lansing, Ohio 43912. Additional Description: Senior Center of Belmont County, Lansing. Hereinafter referred as the "Premises."

USE OF LEASED PREMISES: The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws to function as a Senior Center. Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE: The Lessee shall hold exclusive rights of the Premises. The Lessor shall hold the rights to lease other areas of the Property in which the Premises is located to any same or like use as the Lessee.

TERM OF LEASE: This Lease shall commence on October 1, 2024, and expire at midnight on September 30, 2025 (Initial Term).

RENT AMOUNT: Payment shall be made by the Lessee to the Lessor in the amount of \$900.00 per month for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT: The Rent shall be paid under the following instructions: Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the first day of every month. Rent shall be paid by the Lessee to the Lessor's aforementioned mailing address.

RETURNED CHECKS (NSF): If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$30.00 in addition to any late fee.

OPTION TO RENEW: The Lessee shall have the right to renew this Agreement under the following conditions: Lessee shall have the right to renew this Lease Agreement by giving written notice to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 1 renewal period which will continue to abide by same covenants, conditions and provisions as provided in this Lease Agreement except rent.

RENEWAL PERIODS: The first renewal period shall begin on October 1, 2025, and end on September 30, 2026 with the Rent to be paid per month with the Rent of the renewal period to be negotiated in good faith prior to the Lessee providing notice of their intention to renew.

TERMINATION: Notwithstanding any other provision of this Lease Agreement, Lessee shall be permitted to terminate this Lease during the initial term or any renewal period by providing sixty (60) days written notice to Lessor.

EXPENSES: In accordance with a Gross Lease the responsibility of expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that the above-mentioned Rent is the entirety of the payment due per month by the Lessee to Lessor. The Lessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Lessee's personal property), liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as the heating, plumbing, and electrical, and shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth. The Lessee will maintain, at their expense, personal property insurance, liability insurance, and casualty insurance insuring the leased Premises against loss by fire and negligence.

UTILITIES: The Lessor shall be responsible for the following utilities on the Premises: Electricity, Gas, Water, Trash.

SECURITY DEPOSIT: A security deposit shall not be required in advance upon the signing of the Lease.

FURNISHINGS: The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING: Parking shall be provided to the Lessee in a shared manner provided on the Premises. There is no set number of parking spaces provided to the Lessee. There shall be no fee charged to the Lessee for the use of Parking Space(s).

LEASEHOLD IMPROVEMENTS: The Lessee agrees that no leasehold improvements, alterations, or changes of any nature (except for those listed in the attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any

and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state, and local codes, ordinances, or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstances shall the Lessee be construed to be the agent, employee, or representative of the Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and takes steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay the Lessor for all expenses related to the lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS: A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE: The Lessor and Lessee shall have shared responsibilities of the repairs and maintenance on the Premises. The Lessor shall have the following responsibilities: Light bulb replacement, room heating. The Lessee shall have the following responsibilities: General housekeeping of space, room cooling, and share restrooms as required.

SALE OF PROPERTY: In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 90 days prior to completion of sale.

HVAC MAINTENANCE: Lessor will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilation and air conditioning equipment located on the Premises, hereinafter referred to the "HVAC System." In addition, the Lessor shall be responsible for all costs associated with the everyday upkeep and maintenance of said HVAC System.

COMMON AREAS: The Lessor shall be responsible for any costs related to the maintenance and upkeep of the common areas which is defined as spaced used by more than one (1) of the Lessees on the Property. Common areas, include but are not limited to entryways, bathrooms, meeting rooms, and any other space on the Property share by the Lessees or co-tenants.

INSURANCE: In the event Lessee fails to obtain insurance required as described in "Expenses" section of this document, Lessor may obtain the same and charge the Lessee for same as

additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT: The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said lease Premises or any part thereof.

DAMAGE TO LEASED PREMISES: In the event the building housing the leased Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace, or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall not knowingly commit or permit to be committed any act of thing contrary to the rules and regulations prescribed from time to time by any federal, state, or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state, or local authority.

HAZARDOUS MATERIALS LAW: Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, order, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, and other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION: In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or

fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT: The Lessee may send written notice to the Lessor stating duties and obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 60 days from receiving such notice, unless the Lessor need more time to cure or remedy such issue in accordance with standard industry protocol, then the lessor shall be in default of this lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

BANKRUPTCY – INSOLVENCY: The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of the a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the lease Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT: Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for foreclosure of, or in the

event of exercise of power of sale under and mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE: Lessee shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules, or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other Lessees of the building.

SIGNAGE: Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS: Pets shall be allowed on the Premises with the following restrictions: at the discretion of the Lessor. The Lessee shall be fully responsible for damage caused by any such pet on the Premises.

CONDITION OF PREMISES/INSPECTION BY LESSEE: The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature to this Lease that the Premises are in good condition and comply in all respects with the requirements of this lease. The Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICAN WITH DISABILITIES ACT: Per 42 US Code 12183 if the Lessee is using the Premises as a public accommodation (e.g., restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with ADA any modifications or construction will be the responsibility of the Lessor.

RIGHT OF ENTRY: It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or its equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance, or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE: Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute acknowledge, and deliver to Lessor, and/or to any other person, firm, or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying such default.

HOLDOVER PERIOD: Should the Lessee remain in possession of the Premises after the cancellation, expiration, or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER: Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAWS: This Lease shall be governed by the laws of the State of Ohio.

NOTICES: Notices shall be address to the following:

Lessee: Belmont County Commissioners, dba Senior Services of Belmont County, 67650 Oakview Drive, Saint Clairsville, Ohio 43950

ADDITIONAL TERMS AND CONDITIONS: Lessee shall access to shared spaces; gymnasium and kitchen.

AMENDMENT(S): No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY: If any term or provision of this Lease Agreement is illegal, invalid, or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT: This Lease and any amendments thereto shall be binding upon the Lessor and the Lessee and/or their respective successors, heirs, assigns, executors, and administrators.

LESSOR SIGNATURE:

Shaun Moran
Shaun Moran, Owner of the Moran Family Center, LLC

8/28/2024

Date

LESSEE SIGNATURE:

Jeffrey Echemann
Belmont County Commissioners
Dba Senior Services of Belmont County
Board President

9-4-24

Date

APPROVED AS TO FORM:

J.C.H. Assistant Prosecuting Attorney
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR THE
BLAINE HILL FORCE MAIN REPLACEMENT PROJECT
TO OHIO-WEST VIRGINIA EXCAVATING CO.**

Motion made by Mr. Echemann, seconded by Mr. Dutton to award the bid for the Blaine Hill Force Main Replacement Project to low bidder Ohio-West Virginia Excavating Co., in the amount of \$1,183,481.00, based upon the recommendation of Jeff Vaughn, Project Engineer.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM- Cody Pettit with the State's Treasurer's office reviewed a few of their programs. He said farmers in Ohio have saved \$9.5 million in interest with the Ag Link program. The Ohio Homebuyer Plus program creates specialized, tax-advantaged savings

accounts to assist Ohioans on their homebuying journey. The Stable Account program enables individuals with disabilities to save and invest in their future to help Ohioans achieve greater financial independence and security.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:35 A.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter executive session, pursuant to ORC 121.22(G)(3) Court Action Exception with Assistant Prosecutor Jacob Manning.
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 10:24 A.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton to exit executive session at 10:24 a.m.
Upon roll call the vote was as follows:

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

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:29 A.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment, compensation and discipline of public employees.
Upon roll call the vote was as follows:

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

Hannah Warrington, HR Administrative Assistant, was also present.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:08 P.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton to exit executive session at 12:08 p.m.
Upon roll call the vote was as follows:

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

Mr. Echemann said there are two motions to be considered as a result of executive session.

IN THE MATTER OF ACCEPTING THE RESIGNATION OF TODD KREBS, FULL-TIME WATER PLANT OPERATOR I

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the resignation of Todd Krebs, full-time Water Plant Operator I at Belmont County Water and Sewer District, effective September 6, 2024.
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CHANGE OF ALLYSON PERKINS FROM PART-TIME MEDICAL DRIVER TO FULL-TIME NUTRITION DRIVER/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the change of Allyson Perkins from part-time Medical Driver to full-time Nutrition Driver at Senior Services of Belmont County, effective September 9, 2024.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:09 P.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the termination of a public employee.
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 12:29 P.M.

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

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

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

IN THE MATTER OF APPROVING THE TERMINATION OF JAMIE RANDALL, INTERMITTENT LPN/JAIL

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the termination of Jamie Randall, intermittent LPN at Belmont County Jail, effective immediately, and to direct her supervisor to notify Ms. Randall of the same.
Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Dutton	Yes

September 4, 2024

Mr. Meyer Absent

RECESS

Reconvened Monday, September 9, 2024, at 8:53 a.m. with Commissioners Echemann, Meyer and Dutton present. Assistant Prosecutor Jacob Manning was also present.

Mr. Echemann said there is one additional motion to be considered.

**IN THE MATTER OF APPROVING THE FILING OF
COMPLAINT AGAINST OHIO UNIVERSITY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the filing of complaint against Ohio University for the vacant land not being used for educational purposes by Ohio University be reverted back to the county per the deed entered into on December 9, 1964.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 8:55 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 8:55 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 11th day of September, 2024.

_____ COUNTY COMMISSIONERS

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.

_____ PRESIDENT

_____ CLERK