St. Clairsville, Ohio May 14, 2025

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

## MEETINGS ARE NOW BEING RECORDED **ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS** PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

# IN THE MATTER OF APPROVING RECAPITULATION

### OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

## **IN THE TOTAL AMOUNT OF \$1,187,090.68**

Upon roll call the vote was as follows:

Mr. Dutton Yes Mr. Echemann Yes Mr. Gianangeli Yes

## IN THE MATTER OF TRANSFERS WITHIN FUND

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

# **S33 DISTRICT DETENTION HOME**

**FROM** TO **AMOUNT** E-0910-S033-S39.000 Food \$27,274.00 E-0910-S033-S38.011 Contract Services

Upon roll call the vote was as follows:

Mr. Dutton Mr. Echemann Yes Mr. Gianangeli Yes

## IN THE MATTER OF TRANSFERS BETWEEN FUND

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

## A00 GENERAL FUND AND E01 COUNTY HEALTH

**FROM** AMOUNT E-0051-A001-A10.000 Professional Services R-2210-E001-E17.574 Transfers In \$7,916.66

Upon roll call the vote was as follows:

Mr. Dutton Mr. Echemann Yes Mr. Gianangeli Yes

# IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the January 07, 2025 certification date: \*\*JANUARY 07, 2025\*\*

# P81 ARP ST. & LOCAL FISCAL RECOVERY FUND

E-1801-P081-P03.013 Contract Projects \$295,900.00

Upon roll call the vote was as follows:

Mr. Dutton Mr. Echemann Yes Mr. Gianangeli Yes

# IN THE MATTER OF APPROVING

# THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated May 14, 2025, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Dutton Yes Mr. Echemann Yes Mr. Gianangeli Yes

# **IN THE MATTER OF GRANTING PERMISSION**

# FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Dutton, seconded by Mr. Echemann granting permission for county employees to travel as follows: DJFS-Jeff Felton, John Regis, Jr. and Mike Schlanz to Marietta, OH, on May 29, 2025, to attend the Buckeye Regional meeting. Estimated expenses: \$375.40. Hope Romshak and Nicole Couch to Reynoldsburg, OH, on June 3, 2025, to attend the Kinnect Learning Community meeting. Estimated expenses: \$100.00. A county car will be used for travel. Christy Devore to Sugarcreek, OH, on June 19-20, 025, to attend the Treatment Foster Care Recruitment. Estimated expenses: \$290.20. Jeff Felton and John Regis, Jr. to Columbus, OH, on July 23-25, 2025, to attend the OJFSDA Fiscal Symposium. Estimated expenses: 1,933.20. Valarie Gardner, Amy Slater and Danielle Secrest to Tulsa, OK, on August 24-29, 2025, to attend the United Council on Welfare Fraud 2025 National Training. Estimated expenses: \$7,290.60. Jeff Felton, John Regis, Jr., Mike Schlanz, Lynne Zanke, Lisa Davis, Tanya Neal, Brandy Smith and Melissa Regis to Lewis Center, OH, on October 5-7, 2025, to attend the CFIS Conference. Estimated expenses: \$6,125.00.

HR DEPARTMENT-Erin McVay to Norwalk, OH, on June 13, 2025, to attend the CLCCA quarterly meeting. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

Mr. Dutton Yes Mr. Echemann Yes Mr. Gianangeli Yes

# IN THE MATTER OF APPROVING MINUTES OF REGULAR

# **BOARD OF COMMISSIONERS MEETING**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 7, 2025.

Upon roll call the vote was as follows:

Mr. Dutton Yes Mr. Echemann Yes Mr. Gianangeli Yes

# IN THE MATTER OF ACKNOWLEDGING RECEIPT

#### **OF DONATION/ANIMAL SHELTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge the receipt of a \$15,000.00 donation from an anonymous donor to the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

Mr. Dutton Yes
Mr. Echemann Yes
Mr. Gianangeli Yes

## IN THE MATTER OF APPROVING PATTERSON POPE PROPOSAL AND TERMS AND

## CONDITIONS/BELMONT COUNTY RECORDS CENTER AND HEALTH DEPARTMENT BUILDING

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the Patterson Pope proposal and terms and conditions for the Belmont County Records Center and Health Department building as follows:

- High Density Mobile Storage for Records Center \$549,411.00
- Furniture (Public spaces, meeting/break rooms and lower level Records and Coroner spaces) -\$171,475.80

Note: This is a Sourcewell Contract #110923-SPC.

Upon roll call the vote was as follows:

Mr. Dutton Yes Mr. Echemann Yes Mr. Gianangeli Yes

## IN THE MATTER OF APPROVING AMENDED QUOTE NO. Q-00209

#### FROM KOFILE/BELMONT COUNTY CLERK OF COURTS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve amended Quote No. Q-00209 from Kofile, in the increased amount of \$31,065.00 (Additional \$3,326.67), to digitize Volumes 23-29, for the Belmont County Clerk of Courts.

Note: This will be paid for with ARPA funds.

Upon roll call the vote was as follows:

Mr. Dutton Yes Mr. Echemann Yes Mr. Gianangeli Yes

# IN THE MATTER OF APPROVING QUOTE FROM

#### **SOFTWARE SOLUTIONS/AUDITOR'S OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Software Solutions, in the amount of \$295,900.00, for a VIP Accounting System for the Belmont County Auditor's Office.

Note: Due to the unique features of the software system and its limited availability it is exempt from competitive bidding pursuant to O.R.C. 307.86(B)(2). The cost of the system will be paid for with ARPA dollars.

Upon roll call the vote was as follows:

Mr. Dutton Yes
Mr. Echemann Yes
Mr. Gianangeli Yes

Mr. Dutton said this is a revamp of the county's software system for the Auditor's Office.

# IN THE MATTER OF APPROVING QUOTE FOR REMODEL OF

# TWO JURY ROOM RESTROOM/COMMON PLEAS COURT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following quotes for the remodel of two jury room restrooms in the Belmont County Common Pleas Court:

- Tim's Custom Installation \$10,470.00
- Rite Carpet & Decorating, LLC \$2,932.35
- Karras Painting, LLC \$3,240.00
- Upon roll call the vote was as follows:

Mr. Dutton Yes
Mr. Echemann Yes
Mr. Gianangeli Yes

Mr. Dutton noted a lot of improvements have been made in the Courthouse over the last few years.

# IN THE MATTER OF APPROVING THE PURCHASE OF VEHICLE

# FOR ADULT PROBATION DEPARTMENT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase of one 2025 Ford Explorer from Montrose Ford, through the State of Ohio Cooperative Purchasing Contract, in the amount of \$44,617.00 for the Adult Probation Department.

Note: This will be a replacement vehicle and purchased using grant funds from the Ohio Department of Rehabilitation & Correction.

Upon roll call the vote was as follows:

Mr. Dutton Yes Mr. Echemann Yes Mr. Gianangeli Yes

# IN THE MATTER OF APPROVING THE SATISFACTION OF MORTGAGE BY

# SEPARATE INSTRUMENT FOR SHAWN AND SHELLY STUDENC/BELOMAR

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Donald and Beth Doty, for a mortgage deed dated August 21, 2002, as recorded in Volume 0860 pages 135-137 in the Belmont County Recorder's Office, based upon the recommendation of Natalie Hamilton, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated <u>August 21, 2002</u> and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume <u>0860</u> at pages <u>135-137</u> and executed by <u>Donald and Beth Doty</u> to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

5-14-25	
Date	

**Belmont County Commissioners:** 

J. P. Dutton /s/ By:

> J. P. Dutton, President Jerry Echemann /s/ Jerry Echemann Vince Gianangeli /s/

Upon roll call the vote was as follows:

Mr. Dutton Yes Mr. Echemann Yes Mr. Gianangeli Yes

Vince Gianangeli

## IN THE MATTER OF THE VACATION OF AN UNANMED ALLEY LOCATED IN

**PEASE TWP. SEC. 4, T-6, R-3/RD IMP 1195** Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the following Public Road Petition for the vacation of an unnamed

alley located in Pease Township, Sec. 4, T-6, R-3 and recorded in Cabinet A Slide 130 in the Recorders Office and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1195 in accordance with Ohio Revised Code Section 5553.04.

> **PUBLIC ROAD PETITION** Rev. Code Sec. 5553.045 WITH PETITION **Belmont County, Ohio**

> > Apr. 4, 2025 **IMP-1195**

To the Honorable Board of County Commissioners of Belmont County, Ohio:

The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the Vacation of An Unnamed Alley located in Pease Twp. Sec.4, T-6, R-3 in Cabinet A Slide 130 in the Recorders Office

A Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

Beginning at the intersection of Maple Avenue (T-1144) and Terrace St (T-1150) going 150 feet in a Eastern direction to the Northeast corner of LOT 37 (Parcel 56-00945.000) and the Southeast corner of LOT 38 (Parcel 56-00995.000) in the width of 30 feet.

#### **PUBLIC ROAD PETITION**

NAME (SIGN & PRINT) TAX MAILING ADDRESS (PLEASE PRINT Joseph L Stuck /s/ P.O. Box 98, 55263 Poplar St Joesph L Stuck Lansing, Ohio 43934 Cathy Tennant /s/ 68543 Liston Ave P.O. Box 55 Cathy Tennant Lansing, Ohio 43934 James Neer /s/ 55235 Locust Ave James Neer Bridgeport, Ohio 43912 Michael Scheicl /s/ 55329 Poplar Ave Michael Scheicl Bridgeport, Ohio 43912 Craig Boricu /s/ 55112 Maple Ave Craig Boricu Lansing, Ohio 43934 Scott Semancik /s/ 55110 Maple Ave Scott Semancik Bridgeport, Ohio 43912 Leslie Huber /s/ 55299 Maple Ave Leslie Huber Lansing, Ohio 43934 Jerry Masters /s/ 55120 Maple Ave Jerry Masters Bridgeport, Ohio 43912 Sam Robinson /s/ 68437 Chermont Rd Sam Robinson Bridgeport, Ohio 43912 58379 Chermont Rd Andy Weisenborn /s/ Bridgeport, Ohio 43912 Andy Weisenborn Stacey Callarik /s/ 68437 Chermont Rd Stacey Callarik Bridgeport, Ohio 43912 Sarah Kalany /s/ 38440 Chermont Rd Bridgeport, Ohio 43912 Sarah Kalany Ben Antill /s/ 38440 Chermont Rd Ben Antill Bridgeport, Ohio 43912 Thomas W. Coyne /s/ P.O. Box 351

Thomas W. Coyne	Lansing, Ohio 43934
Tonya L Coyne /s/	P.O. Box 351
Tonya L Coyne	Lansing, Ohio 43934
Thomas G. Coyne /s/	P.O. Box 351
Thomas G. Coyne	Lansing, Ohio 43934
Delores Brubach /s/	P.O. Box 91
Delores Brubach	Lansing, Ohio 43934
Richard DaRe /s/	P.O. Box 369
Richard DaRe	Lansing, Ohio 43934
Colleen Ivan /s/	P.O. Box 370
Colleen Ivan	Lansing, Ohio 43934
Martha Reed /s/	68581 Liston Ave
Martha Reed	Bridgeport, Ohio 43912
Florene Timko /s/	P.O. Box 250
Florene Timko	Lansing, Ohio 43934
Jayme Strauss /s/	55205 Maple Ave
Jayme Strauss	Lansing, Ohio 43934
Joseph Strauss /s/	55205 Maple Ave
Joesph Strauss	Lansing, Ohio 43934
Desti Kubic /s/	68590 Liston Ave
Desti Kubic	Bridgeport, Ohio 43912
Kim Mokros /s/	68579 Liston Ave
Kim Mokros	Bridgeport, Ohio 43912
Melissa Mokros /s/	68590 Lansing Lane
Melissa Mokros	Bridgeport, Ohio 43912
Cheryl Brothers /s/	P.O. Box 24
Cheryl Brothers	Lansing, Ohio 43934
Jeff Brothers /s/	P.O. Box 24
Jeff Brothers	Lansing, Ohio 43934
Upon roll call the vote was as follows:	Mr. Dutton Yes Mr. Echemann Yes

Yes Mr. Gianangeli

# IN THE MATTER OF THE VACATION OF

AN UNANMED ALLEY LOCATED IN PEASE TWP. SEC. 4, T-6, R-3/RD IMP 1195 **Office of County Commissioners** 

**Belmont County, Ohio** 

Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice **Thereof on Public Road Petition** 

Rev. Code, Sec. 5553.05 **RD. IMP. 1195** 

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 14th day of May, 2025 at the office of the <u>Commissioners</u> with the following members present:

Mr. Dutton

Mr. Echemann

Mr. Gianangeli

# RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate an unnamed alley, Pease Township, Section 4, T-6, R-3. RESOLVED, That the 28th day of May, 2025 at 12:00 o'clock P.M., be fixed as the date when we will view the proposed improvement,

on which date we will meet at the site and go over the line of said proposed improvement; and be it further RESOLVED, That the 4th day of June, 2025, at 11:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the <u>Times Leader</u> a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

Mr. Dutton Yes Mr. Echemann Yes Mr. Gianangeli Yes

Adopted May 14, 2025

Bonnie Zuzak /s/

Clerk, Belmont County, Ohio

- "Locating," "establishing," "altering," "straightening," "vacating," or "changing the direction of."
   "Locating,:" "establishing," "altering," "straighten," "vacate," or "change the direction of"
- 3. Insert "a part of," if so.

# NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING PUBLIC ROAD (by publication)

Rev. Code, Sec., 5553.05

#### **ROAD IMP. # 1195**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of an unnamed alley located in Pease Twp. Sec.4, T-6, R-3, a public road, the general route and termini of which Road are as follows:

Beginning at the intersection of Maple Avenue (T-1144) and Terrace St (T-1150) going 150 feet in a Eastern direction to the Northeast corner of LOT 37 (Parcel 56-00945.000) and the Southeast corner of LOT 38 (Parcel 56-00995.000) in the width of 30 feet.

Said Board of County Commissioners has fixed the  $\underline{28th}$  day of  $\underline{May}$ , 2025 at  $\underline{12:00}$  o'clock  $\underline{P}.M.$ , as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the  $\underline{4th}$  day of  $\underline{June}$ ,  $\underline{2025}$ , at  $\underline{11:30}$  o'clock  $\underline{A}.M.$ , at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the Board of County Commissioners, Belmont County, Ohio Bonnie Zuzak /s/

Bonnie Zuzak, Clerk ADV. TIMES LEADER (2) Tuesdays – May 20 and May 27, 2025

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a **Roadway Use Maintenance Agreement** with Blue Racer Midstream, LLC, effective May 14, 2025, for pipeline activity at 0.86 miles of CR 48 (Wegee Road) from the TPL-7 18-inch Pipeline Replacement.

Note: County-wide Bond No. 238281 for \$1,500,000 on file.

# BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and

Blue Racer Midstream, L.L.C.

Operator Name, whose address is,

5949 Sherry Lane, Suite 1700, Dallas, Texas 75225

Operator Address

(Hereafter "Operator"), and shall be as follows:

#### **RECITALS**

WHE	<b>REAS,</b> Authority has cont	rol of th	ne several county/townsh	np roads within
	Colerain Township		Flushing Township	Goshen Township
	Kirkwood Township	<u>X</u>	Mead Township	Pease Township
	Pultney Township		Richland Township	Smith Township
	Somerset Township		Union Township	Warren Township
	Washington Township		Wayne Township	Wheeling Township
	. X 7 1 100 - 1.4		· -	

in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the

TPL-7 18-INCH PIPELINE REPLACEMENT, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the TPL-7 18-INCH PIPELINE REPLACEMENT (hereafter collectively referred to as "oil and gas development site") located in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of **0.86** miles of **CR-48 WEGEE ROAD** for the purpose of ingress to and egress from the **TPL-7 18-INCH PIPELINE REPLACEMENT**, for traffic necessary for the purpose of constructing sites and pipeline horizontal oil and gas wells, and completion operations at the **TPL-7 18-INCH PIPELINE REPLACEMENT** (hereinafter referred to collectively as "Pipeline Activity"); and

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

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

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

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

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

- 1. The portion of CR-48 WEGEE ROAD, to be utilized by Operator hereunder, is that exclusive portion beginning at THE INTERSECTION WITH STATE ROUTE 147. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-48 WEGEE ROAD for any of its Pipeline Activities hereunder.
- 2. The portion of **CR-48 WEGEE ROAD** to be utilized by Operator hereunder, is that exclusive portion ending at **THE INTERSECTION WITH TR-296 CASH RIDGE ROAD** wherein Operator's site is to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of **CR-48 WEGEE ROAD**, for any of its Pipeline Activities hereunder.
- 3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont\_County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
- 4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needed to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

- Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
- Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be considered to be included in the County-wide Bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
  - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
  - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
  - The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
- All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load, and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
- Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty-four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
- If the Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
- Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). The Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
- Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement
- Operator assumes all liability for subcontractors and or agents working on Operator's behalf. 12.
- This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns. 13.
- In any event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the 14. remaining clauses and provisions shall not be affected, impaired, or invalidated and shall remain in full force and effect.
- 15. Agreement shall be governed by the laws of the State of Ohio.
- 16. This Agreement shall be in effect on May 14, 2025.

**Effective Date Determined by Belmont County Commissioner** 

Executed in duplicate on the dates set forth below for TPL-7 18-INCH PIPELINE REPLACEMENT.

Authority	<b>Operator</b>
By: J. P. Dutton /s/ J. P. Dutton Belmont County Commissioner	By: Scott Hrivnak/s/
By: Jerry Echemann /s/ Jerry Echemann Belmont County Commissioner	Printed name: Scott Hrivnak
By: Vince Gianangeli /s/ Vince Gianangeli Belmont County Commissioner	Company Name: Blue Racer Midstream, L.L.C
By: Terry Lively /s/ Terry D. Lively, P.S., P.E. Belmont County Engineer	Title: Engineer III – Permitting & Roads
Dated: 5/14/25	Dated: 04-22-2025
By: Jacob Manning /s/	
Approved as to Form: Jacob A. Manning Belmont County Assistant Prosecutor	
Upon roll call the vote was as follows:	
	Mr. Dutton Yes Mr. Echemann Yes
	Mr. Gianangeli Yes

## IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FROM NLS PAVING, INC/ENGINEER'S PROJECT 24-7 BEL-CR34/CR34A-1.15/0.00

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 1 from NLS Paving, Inc., for the Belmont County Engineer's Project 24-7 BEL-CR34/CR34A-1.15/0.00 Resurfacing (Hospital and Alternate Hospital Road ) in the amount of \$18,888.00, for a new contract total of \$520,857.00

*Note: This is for additional quantities of pavement repair and asphalt concrete intermediate course.* 

# **CHANGE ORDER NO. 1**

SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS **BELMONT COUNTY ENGINEER'S** PROJECT #24-7: BEL-CR34/CR34A-1.15/0.00 RESURFACING **OPWC PROJECT DRAB04** 

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 14th day of May, 2025 between NLS PAVING, INC., 67925 Bayberry Drive, Suite B, St. Clairsville, OH 43950, and J.P. Dutton, Jerry Echemann, and Vince Gianangeli, Commissioners of Belmont County, WITNESSETH that said NLS PAVING, INC. hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to resurface 2.55 miles of CR34 (Hospital Road) and 0.27 miles of CR34A (Alternate Hospital Road) and all related Work described by the Contract Documents.

# CHANGE ORDER NO. 1 \* ADDITIONAL QUANTITIES \*

ROAD NO.	APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
CR34	102 SY	PAVEMENT REPAIR, AS PER PLAN	\$74.00	+ \$7,548.00
CR34	60 CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (449), PG64-22, AS PER PLAN	\$189.00	+ \$11,340.00
		TOTAL ADDITIONS		+ \$18,888.00

## \* NON-PREFORMED QUANTITIES \*

ROAD NO.	APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
		TOTAL DEDUCTIONS		\$0.00
TOTAL	TOTAL AMOUNT OF CHANGE ORDER + \$18,888.00			+ \$18,888.00

Reason for contract – Additional pavement repair and asphalt concrete intermediate leveling course identified by engineer.

SUMMARY

ORIGINAL CONTRACT	\$501,969.00
ADDITIONS - CHANGE ORDER NO. 1	+ \$18,888.00
DEDUCTIONS - CHANGE ORDER NO. 1	- \$0.00
NET CHANGE	+ \$18,888.00
TOTAL WORK PERFORMED	\$520,857.00
TOTAL AMOUNT OF SUPPLEMENTAL CONTRACT PERFORMED	\$18,888.00

# BELMONT COUNTY COMMISSIONERS J. P. Dutton /s/ Jerry Echemann /s/ Vince Gianangeli /s/ RECOMMENDED BY: Terry Lively /s/ TERRY D. LIVELY, P.S., P.E. BELMONT COUNTY ENGINEER Upon roll call the vote was as follows:

Mr. Dutton Yes Mr. Echemann Yes Mr. Gianangeli Yes

NLS PAVING, INC. By: Wyatt Reynolds

Print/Type Signature

Project Manager

Title

Wyatt Reynolds Wyatt Reynolds /s/

# IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE CASH ADVANCE FROM THE GENERAL FUND TO THE

BELMONT COUNTY ENGINEER'S K00 MVGT FUND

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

# RESOLUTION

**WHEREAS,** the Belmont County General Fund will execute a cash advance in fiscal year 2025 in the total amount of \$772,397.25 to the **BELMONT COUNTY ENGINEER'S K00 MVGT FUND**; and

WHEREAS, the funding will be used to pay for the upfront cost of the Townships portion of the 2025 Chip Seal project. The Belmont County Engineer will reimburse the General Fund when payment is received from the Townships; and

**WHEREAS**, the Belmont County Commissioners have determined to designate the aforementioned cash advance to the Belmont County Engineer's K00 MVGT Fund; and

**NOW BE IT RESOLVED**; the Board of County Commissioners hereby authorize the cash advance in the total amount of \$772,397.25 from the General Fund to the Engineer's K00 MVGT Fund for the expenditures incurred for the Townships portion 2025 Chip Seal project. Upon roll call the vote was as follows:

Mr. Dutton Yes
Mr. Echemann Yes
Mr. Gianangeli Yes

Mr. Dutton said the county roads are the responsibility of the County Engineer. The Engineer's Department is mostly funded by license fees and gas tax. The Commissioners occasionally supplement the Engineer's funding with the General Fund.

# IN THE MATTER OF APPROVING PAY REQUEST NUMBER 8 (THROUGH 4/30/2025) FROM BORDER PATROL, LLC/EASTSIDE LIFT STATION PROJECT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Request Number 8 (through 4/30/2025) from Border Patrol, LLC, in the amount of \$172,955.81, for the Eastside Lift Station Project, based upon the recommendation of Belmont County Water & Sewer District Director Kelly Porter.

Upon roll call the vote was as follows:

Mr. Dutton Yes
Mr. Echemann Yes
Mr. Gianangeli Yes

 $\cdot \cdot \cdot \cdot \cdot$ 

# IN THE MATTER OF APPROVING THE JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION BETWEEN ODYS AND JUVENILE COURT/FY 2026

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and authorize Commission President J. P. Dutton to sign the **Juvenile Court Grant Agreement and Funding Application** between the Ohio Department of Youth Services and Belmont County Juvenile Court for fiscal year 2026 in the amount of \$308,193.30.

Note: This grant covers program costs for C-CAP and the CrossFit Program.

## **OHIO DEPARTMENT OF YOUTH SERVICES**

## JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION

This Grant Agreement and Funding Application is made and entered into by and between the State of Ohio, Department of Youth Services (herein referred to as "Department"), and the County Board of County Commissioners or County Executive (herein referred to as "County") on behalf of the County Duvenile Court (herein referred to as "Juvenile Court"). The Department will provide the base and variable allocations for each fiscal year for the biennial period beginning July 1, 2025, and ending June 30, 2027, subject to the terms and conditions of this agreement.

# **TERMS AND CONDITIONS**

## **Eligibility**

This Grant Agreement and Funding Application must be signed by the Administrative Judge and President of the County Commissioners or County Executive. A copy must be submitted to the local Ohio Family and Children First Council. The program shall include a method of assuring equal access for minority youth to the programs, care, and services provided through this grant.

# **Program Performance:**

- The Juvenile Court agrees to provide prevention, treatment, and rehabilitation programs for alleged or adjudicated unruly and delinquent children or children at risk of becoming unruly and delinquent children, inclusive of alternatives to commitment of youth to the Department.
- The Juvenile Court agrees to provide early intervention, treatment and rehabilitation programs for youth adjudicated delinquent, unruly, or juvenile traffic offenders as outlined in this Agreement.
- The Juvenile Court agrees to develop effective programs for youth, which preserve their rights and dignity. Program activities must be safe, productive, humane, and adequately supervised.
- 4) If funds are used to place youth in a community rehabilitation center or those that are located in a detention center, the center must meet the Ohio Department of Youth Services Standards for Detention Centers and the Standards for Community Residential Centers, or be accredited by the American Correctional Association. The center must adhere to the Office of Juvenile Justice and Delinquency Prevention (OJJDP) requirements.
- 5) If funds are used to place youth in a community corrections facility, the facility must meet the Ohio Department of Youth Services Standards for Community Residential Centers.
- 6) If funds are used to provide out of home placement of youth in a facility other than those identified in (4) or (5) above, the facility must be certified by a state agency with

Grant Agreement FY 2026-2027

certification, licensure, or approval authority, including, but not limited to, the Department of Youth Services, Department of Children and Youth, Department of Education, Department of Mental Health, or Department of Developmental Disabilities, or be accredited by the American Correctional Association.

- 7) The Juvenile Court agrees to participate in any program and fiscal monitoring conducted by or on behalf of the Department.
- 8) The Juvenile Court agrees to monitor and evaluate all programs funded through this grant.
- 9) If the Juvenile Court fails to submit the required data reporting forms or other documentation, the Department shall not make base or variable allocation payments to the county until the required information is received.
- 10) If a variable allocation payment is withheld due to failure to submit required reports and those reports are not submitted within 180 days of the due date, then the payment shall not be made to the county.
- 11) The Juvenile Court shall complete and submit with the Funding Application the individual Program Narratives (Attachment B) of this Agreement.

	Prog	gram Narratives (Attachment B) of this Agreement.
12)	prog	cribe the methods employed to ensure equal access for minority youth to the grant trams, care and services as specified in this Grant Agreement and Funding lication:  The Court does not discriminate based
	on	are rose acender or any other labels or
	id	entifying factors.
13)	First	Year (FY 2026) Goals:
	a)	Projected number of admissions to DYS in FY 2026:
	b)	Projected number of admissions to a CCF in FY 2026:2

## Fiscal Accountability:

- 1. The Juvenile Court shall complete Attachment A of this Agreement.
- 2. Funds shall be used only for the provision of direct services to youth and for administrative costs associated with the direct services provided.
- 3. Administrative costs charged to a program are limited to those essential to the administration of the program; indirect costs charged by the county are unallowable within the grant.
- 4. Funds shall be deposited into the county Felony Delinquent Care and Custody Fund.
- 5. Funds received by the Juvenile Court shall not be commingled with any other funds.
- 6. All expenditures must be directly related to the approved programs identified in this Agreement.
- 7. The Juvenile Court shall maintain files on all agreements funded with grant funds, which shall be made available to DYS upon request.
- 8. Funds shall not be used for capital construction projects in a total amount exceeding 15% of the base allocation for the current fiscal year. No variable funds may be used for capital construction projects.
- 9. If any cash balance exists at the end of the state fiscal year, it shall be carried over into the next fiscal year within the Felony Delinquent Care and Custody Fund and shall not be reverted to the county's general fund.
- 10. Funds shall be in addition to, and shall not be used to reduce, any usual annual increase in county funding that the Juvenile Court is eligible to receive, or the current level of county funding of the Juvenile Court, and of any programs or services for delinquent children, unruly children, juvenile traffic offenders, or non-adjudicated youth supported by county moneys.
- 11. Funds shall be in addition to, and shall not be used to supplant, any existing county funds.
- 12. Reimbursement for training and travel costs is limited to that which relates to court services to youth. Records for these expenses shall be maintained.
- 13. Should a county employee be employed and paid by the subsidy grant in addition to his/her full-time job, the work must be performed on the employee's own time outside of his/her core hours for the other job and compensation must be reasonable and consistent with fair market value. Hours worked for both jobs must be clearly documented.
- 14. Overtime premiums paid to court employees must be prorated among the various activities of the employee and may not be charged exclusively to grant funds unless the employee works full time on the grant. Overtime rates can be paid only if, and in proportion to the time, the employee worked on the grant during the relevant time period.

- 15. At the time of separation from employment, the Department will only recognize accrued vacation/sick leave expense liability in proportion to the percentage of the employment period during which the employee was employed in programs funded by the grant and paid from grant funds, pursuant to statutory and county policy limits.
- 16. All obligations must be incurred by June 30<sup>th</sup> of each State Fiscal Year and liquidated by September 30th of the following State Fiscal Year, excepting unemployment and worker's compensation expenses.
- 17. Expenditures shall not exceed an approved program or approved program line item by twenty percent or five thousand dollars, whichever is less. An amendment must be submitted for the Department's prior approval for any expense which would exceed these limits or which would alter the nature of the program.
- 18.Up to one thousand dollars may be moved between or within programs into an approved program line item. In such cases, the court shall submit amended budget forms to the Department. Transfers of more than one thousand dollars require that an amendment be submitted to the Department for approval prior to the transfer of funds.
- 19. Cost of equipment, property, services or any other budgeted items must be at fair market value, or that which would be paid by a prudent buyer in a given community.
- 20. All purchases are subject to county purchasing policies and procedures, except that purchases of direct service for youth do not have to be competitively bid. If no county purchasing procedures exist, state purchasing procedures as outlined in the Ohio Revised Code shall be followed.
- 21. Proper inventory schedules must be maintained for all equipment purchased with grant funds, including the following information for all equipment: number, purchase price, date of acquisition, vendor, condition and location.
- 22. County-established guidelines will be used for the salvage of unusable, damaged, and/or non-repairable equipment taken out of the juvenile court or programs funded by the grant. If no county guidelines exist, state guidelines shall be followed.
- 23. The Department shall suspend funding to a Subsidy Grant funded program if it finds failure to comply with the Ohio Revised Code or administrative rules promulgated by the Department.

# **Audits and Monitoring**

- 1. The Juvenile Court shall submit tracking forms, statistical information, and other reports on forms and according to the time frame established by the Department.
- 2. The Juvenile Court shall maintain records as needed to allow the Department or its designee to conduct program monitoring and evaluation.

- 3. The Juvenile Court shall, in writing, request the Auditor of State to perform additional procedures as part of the audit performed under Section 117.11 of the Ohio Revised Code, and shall provide a copy of applicable sections of the audit report to the Department upon request. The cost of performing the additional audit procedures shall be paid from the Felony Delinquent Care and Custody Fund. The scope of the additional procedures shall include legal compliance with Sections 5139.34 and 5139.43 of the Ohio Revised Code and Chapter 5139-67 of the Ohio Administrative Code, and examination of revenues and expenditures, cash balance, outstanding obligations, and internal controls.
- 4. The Department may perform an audit of the county Felony Delinquency Care and Custody Fund. When a county is selected for audit, the Department will perform an audit of the fiscal records in accordance with generally accepted auditing standards, including such tests of the funding records and such auditing procedures considered necessary under the circumstances. The scope of the audit will encompass, but may not be limited to, an examination of the financial transactions, funds and reports pertaining to the approved programs and an evaluation of compliance with the established rules and Grant Agreement.
- 5. Upon completion of the audit examinations, the Department shall issue an audit report which shall include a statement regarding the expenditures of funds and compliance with applicable regulations and the Grant Agreement, and with approved program amendments.
- 6. Within one hundred twenty (120) days of the date the Department conducts an audit, the Department shall, in writing, notify the Administrative Juvenile Judge of its intention to take exception to any of the actual costs therein reported. The County Fiscal Agent shall be required to refund to the Department from the county general revenue fund the amount of the exception to the reported costs within forty-five (45) days unless an appeal of the exception is filed.
- 7. If, within forty-five (45) days of the date of the Department's notification to take exception, the Administrative Juvenile Judge or Board of County Commissioners or County Executive does not file with the Department a request for appeal, the action proposed in the Department's notification shall be final and binding. If an appeal is filed, the Director of the Department shall notify the juvenile court regarding the decision of the appeal within forty-five (45) days from its receipt. The actions proposed in the Department's notifications may be made final and binding before the expiration of the forty-five days within which the county may appeal if the Administrative Juvenile Judge and the Board of County Commissioners or County Executive waive, in writing, the provisions of this paragraph. If the determination is made that the appeal of the exception is denied, the County Fiscal Agent shall be required to refund to the Department from the county general revenue fund the amount of the exception to the reported costs within thirty (30) days of notification of the appeal decision.
- 8. If the County Fiscal Agent fails to repay the amount of the exception as provided in numbers (6) and/or (7) above, the amount will be deducted from the Juvenile Court's future base or variable payments.
- The Juvenile Court shall, with reasonable advance notice, provide the Department or its designee with access to records, including any or all documents related to the Felony Delinquent Care and Custody Fund.

- 10. The Juvenile Court shall maintain accurate, legible and current fund records which indicate all income and expenditures related to the Felony Delinquent Care and Custody Fund.
- 11. The Juvenile Court shall support all income and expenditures with documentation to provide a clear audit trail for every transaction.
- 12. The Juvenile Court shall maintain all records related to this Agreement until the Department has accepted a final closing expenditures report for the last year for which the record documents or supports a cost or expenditure, or for three years, whichever is longer.

# Certification of Program Compliance and Non-Supplanting of Funds:

We certify that this program is in compliance with applicable sections of Ohio Revised Code, Sections 5139.34 and 5139.41 - 5139.44, and the Administrative Rules promulgated by the Department and will comply with all laws, including those involving ethics and all executive orders. A copy of this agreement has been submitted to the local Ohio Family and Children First Council.

Authorized Signatures:			
Administrative Judge		S IL LS	
President, Board of County Comr or County Executive	nissioners		
Approval:			
Director, Department of Youth Se	rvices	Date	
Grant Agreement FY 2026-2027	6		
the vote was as follows:	Mr. Echemann Mr. Gianangeli Mr. Dutton	Yes Yes Yes	
	Mr. Dutton	Yes	

# IN THE MATTER OF APPROVING TO EXECUTE THE SUBGRANT AWARD

AGREEMENT FOR THE OCIC RECOVERYOHIO MDI TF FY21/SHERIFF'S DEPARTMENT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and authorize Commission President J. P. Dutton to execute the Subgrant Award Agreement for the OCIC RecoveryOhio MDI TF FY21 for Belmont County Sheriff's Department as follows:

Subgrant Number: Award Period:

Upon roll call

2025-RO-MDI-40606 1/01/2025 - 12/31/2025

Award Amount:

\$222,416.50

Note: These funds will be used for the reimbursement of three detectives' wages.

Upon roll call the vote was as follows:

Authorized Ciametureer

Mr. Echemann Yes Mr. Gianangeli Yes Yes Mr. Dutton

Discussion-Brent Ripley, Bridgeport School Superintendent, voiced his concern re: House Bill 96 that has been introduced. The bill proposes a 30% cap of what schools can have in their budget. He said this could hinder how public schools in Ohio operates and feels this doesn't make sense and is a waste of taxpayer funds. Mr. Ripley asked for a letter of support from the Commissioners to send on to Senator Chavez.

#### **RECESS**

Department of Job and Family Services Director Jeff Felton, Christine Parker, Administrator and staff Jack Regis, Jr., John Laroche, Nickie Couch, Annika Burga, Emily Cominsky, Hope Romshak, Christy DeVore, De'Asia Burney and Ed Braun. Re: Foster Parent Appreciation Month Proclamation

Ms. Parker said there are 63 children in the agency's custody, over a 1/3 are the ages of five or younger. Ms. Parker said, "Two-thirds of those children are placed in family foster homes, whether it be traditional homes or therapeutic homes, and then there are 16 children placed with kinship people. They are currently working on certifying four more foster homes." Mr. Felton said, "The best way to recruit foster families is to treat your foster family well."

## IN THE MATTER OF ADOPTING THE PROCLAMATION

## DECLARING MAY FOSTER PARENT APPRECIATION MONTH

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the proclamation declaring May Foster Parent Appreciation Month.

#### PROCLAMATION IN HONOR OF

## FOSTER PARENT APPRECIATION MONTH

WHEREAS, we take this opportunity to celebrate all those who have invited a child in need into their hearts and homes and express our profound appreciation for those who make foster care possible; and

WHEREAS, it is essential to raise awareness of the urgent need for more dedicated foster families and to support those who have already stepped forward to make a difference; and

WHEREAS, the role of foster parents is vital to the well-being of children who have experienced abuse, neglect, or abandonment, and they serve as mentors, caregivers, and advocates for the most vulnerable among us; and

WHEREAS, in Belmont County there are sixty-two (62) children in care being provided a safe, secure, and stable home along with the compassion and nurture of a foster or kinship family, and

WHEREAS, there are forty (40) licensed foster homes in Belmont County, and

WHEREAS, Belmont County urges all residents to volunteer their time and talents on behalf of children in foster care and to support and recognize the commitment of foster families and kinship providers who work with these children and youth, and

**NOW**, THEREFORE BE IT RESOLVED that the Board of Belmont County Commissioners do hereby proclaim May 2025 as "Foster Parent Appreciation Month" and encourage all citizens to join in expressing gratitude to foster parents for their compassion, generosity, and commitment to children and families.

Adopted this 14th day of May, 2025.

## **BELMONT COUNTY COMMISSIONERS**

J. P. Dutton /s/	
Jerry Echemann /s/	
Vince Gianangeli /s/	
<i>G</i>	
Mr Dutton	Yes

Mr. Echemann

Mr. Gianangeli

Upon roll call the vote was as follows:

# **RECESS**

Ali Redmond, CORSA Membership Services Manager, Matt Steele and Melissa Kellar from Steele Insurance, Hannah Warrington, HR Manager, Erin McVay, HR Generalist and Kelsey Flading, HR Administrative Assistant

Yes

Yes

Re: Annual County Risk Sharing Authority (CORSA) Renewal Update

Ms. Redmond said Belmont County has been a member of CORSA since 1994. Mr. Steele said they are the local agent designated by CORSA for Belmont County. CORSA has a nine member board made up of County Commissioners. The county's total insured value is \$272,689,288. Belmont County's premium for 2025 increased by \$52,718 which is a 10.89% increase. Total member credits received in 2025 is \$75,840.

# RECESS

# IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:58 A.M

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Hannah Warrington, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and discipline of public employees.

Upon roll call the vote was as follows:

Mr. Dutton Yes Mr. Echemann Yes Mr. Gianangeli Yes

# IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:26 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 1:26 p.m.

Upon roll call the vote was as follows:

Mr. Dutton Yes Mr. Echemann Yes Mr. Gianangeli Yes

Mr. Dutton said as a result of executive session there are three motions to be considered.

# IN THE MATTER OF ADOPTING JOB DESCRIPTION FOR THE ASSISTANT CLERK/PAYROLL/BELMONT COUNTY COMMISSIONERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the job description for the Assistant Clerk/Payroll at Belmont County Commissioners, at pay grade 5, effective May 14, 2025.

# Belmont County Board of Commissioners Job Title: Assistant Clerk/ Payroll

Reports To: Board of Commissioners
Classification: Unclassified

Hourly Rate Base: Job Responsibilities:

The Assistant Clerk/Payroll is an employee of the Belmont County Commission and, as such, shall comply with all rules, regulations, and directives of the Commission. The Assistant Clerk/Payroll shall report directly to the Board of Commissioners Clerk.

## Job Requirements and Qualifications:

- Routine administrative support functions
- Compute quarterly life insurance chargebacks to various departments
- Compute quarterly waived hospitalization chargebacks to various departments
- Must possess or be able to obtain a Notary Public commission

See current PayScale

- Performs fiscal administrative function to Board of Commissioners and other offices under the BOC purview, such as requesting purchase orders, paying bills depositing and transferring funds
- Coordinates inventory process; monitors reports and tracking of fixed assets additions and disposals. Monitors capital project performance against budget to ensure that contractual cost and objectives are met
- Assists with various payroll tasks, such as calculating gross wages, verifying time sheets, and reconciling payroll records
- Assists the clerk with various duties in preparation for the BOC's weekly meetings
- Promote and maintain positive and effective working relationships and good public relationships as a representative of Belmont County
- Remain informed of current developments and procedures pertinent to duties; may be required to attend seminars/training
- Maintains confidentiality
- Perform tasks with attention to detail
- Perform related work as directed

**Equipment Operated:** The following are examples only and are not intended to be all inclusive.

Ability to operate a variety of office equipment such as computer (including associated computer programs), copier, telephone, calculator and other equipment necessary to perform duties.

#### **Physically Demanding Working Conditions:**

- Alternate frequently between sitting/standing/walking throughout an eight (8) hour workday.
- Lift/carry a minimum of eight (8) pounds.
- Push/pull with twenty (20) pounds of initial force.
- Climb onto stepladder (2 steps).
- Bend/squat/crouch/kneel.

## Difficulty of Work:

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. Judgment is needed in selecting the most pertinent guidelines and adapting solutions to the facts and conditions presented. Work is broad in scope and of significant intricacy, detail, and complexity. Some considerations are new in basic character or the circumstances presented.

## **Responsibility:**

Employee makes decisions on a variety of non-standardized or non-routine assignments. Work is reviewed during the process or at the conclusion. Errors may not be readily detected, but may be revealed through adverse effects on operations and may result in loss of efficiency, substantial inconvenience to the public or other customers, and embarrassment to the organization. Unusual problems, proposed deviations from guidelines and practices are to be discussed with the Board.

# **Personal Work Relationships:**

Contact is with Commissioners, co-workers, employees from public and private sector organizations and the public. The purpose of these contacts is to guide and direct the progress of work assigned, coordinate services, handle questions about Board directives and visitors' concerns, and to gain cooperation or concurrence with differing opinions many times requiring negotiation or persuasion within policy parameters.

Upon roll call the vote was as follows:

Mr. Dutton Yes
Mr. Echemann Yes
Mr. Gianangeli Yes

# IN THE MATTER OF ADOPTING JOB DESCRIPTION FOR THE

# OFFICE ASSISTANT/BELMONT COUNTY COMMISSIONERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the job description for the Office Assistant at Belmont County Commissioners, at pay grade 3, effective May 14, 2025.

# **Belmont County Board of Commissioners**

Job Title: Office Assistant

**Reports To:** Board of Commissioners

Classification: Unclassified
Hourly Rate Base: See current PayScale

Job Responsibilities:

The Office Assistant is an employee of the Belmont County Commission and, as such, shall comply with all rules, regulations, and directives of the Commission. The Office Assistant shall report directly to the Board of Commissioners Clerk.

# Job Requirements and Qualifications:

- Routine clerical and administrative support functions
- Processing incoming and outgoing mail
- Performing receptionist duties and directing calls and visitors
- General correspondence, and other office forms and documents
- Record, deposit and track daily receipts
- Promote and maintain positive and effective working relationships and good public relationships as a representative of Belmont County
- Remain informed of current developments and procedures pertinent to duties; may be required to attend seminars/ training
- Maintains confidentiality
- Perform tasks with attention to detail
- Perform related work as directed

**Equipment Operated:** The following are examples only and are not intended to be all inclusive.

• Ability to operate a variety of office equipment such as computer (including associated computer programs), copier, telephone, calculator and other equipment necessary to perform duties.

# **Physically Demanding Working Conditions:**

- Alternate frequently between sitting/standing/walking throughout an eight (8) hour workday.
- Lift/carry a minimum of eight (8) pounds.
- Push/pull with twenty (20) pounds of initial force.
- Climb onto stepladder (2 steps).
- Bend/squat/crouch/kneel.

# **Difficulty of Work:**

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. Judgment is needed in selecting the most pertinent guidelines and adapting solutions to the facts and conditions presented. Work is broad in scope and of significant intricacy, detail, and complexity. Some considerations are new in basic character or the circumstances presented.

#### **Responsibility:**

Employee makes decisions on a variety of non-standardized or non-routine assignments. Work is reviewed during the process or at the conclusion. Errors may not be readily detected, but may be revealed through adverse effects on operations and may result in loss of efficiency, substantial inconvenience to the public or other customers, and embarrassment to the organization. Unusual problems, proposed deviations from guidelines and practices are to be discussed with the Board.

## **Personal Work Relationships:**

Contact is with Commissioners, co-workers, employees from public and private sector organizations and the public. The purpose of these contacts is to guide and direct the progress of work assigned, coordinate services, handle questions about Board directives and visitors' concerns, and to gain cooperation or concurrence with differing opinions many times requiring negotiation or persuasion within policy parameters.

Upon roll call the vote was as follows:

Mr. Dutton Yes Mr. Echemann Yes Mr. Gianangeli Yes

# IN THE MATTER OF APPROVING THE MOVE OF AMANDA ORBAN FROM FULL-TIME ASSISTANT CLERK TO FULL-TIME OFFICE

Bonnie Zuzak /s/ CLERK

## ASSISTANT AT BELMONT COUNTY COMMISSIONERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the move of Amanda Orban, full-time Assistant Clerk to full-time Office Assistant at Belmont County Commissioners, effective May 14, 2025.

Upon roll call the vote was as follows:

Mr. Dutton Yes Mr. Echemann Yes Mr. Gianangeli Yes

# IN THE MATTER OF ADJOURNING

## **COMMISSIONERS MEETING AT 1:27 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:27 p.m.

Upon roll call the vote was as follows:

Mr. Dutton Yes Mr. Echemann Yes Mr. Gianangeli Yes

Read, a	pproved and signed this <u>21st</u> day of <u>May</u> , 2025.	
	J. P. Dutton /s/	_
	Vince Gianangeli /s/	_ COUNTY COMMISSIONERS
	Commissioner Jerry Echemann – Absent	
certify		erk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby id Board have been read, approved and signed as provided for by Sec. 305.11 of the
	J. P. Dutton /s/	PRESIDENT