

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 \$3,252,733.01**

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:

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0041-A002-H01.002 Salary Probation Officer	E-0257-A015-A15.074 Transfers Out	\$150,000.00
E-0131-A006-A02.002 Admin-Salaries	E-0131-A006-A11.000 Allowances-FOJ	\$805.00
E-0256-A014-A06.006 Group & Liability	E-0257-A015-A15.074 Transfers Out	\$4,000,000.00

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance	\$4,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S63.000 General & Other	\$500.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S66.003 PERS	\$10,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S67.004 Workers Comp	\$117.68
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.005 Medicare	\$2,000.00
E-8010-S030-S71.000 Education/Rec.	E-8010-S030-S53.000 Medical	\$250.00

**S49 MENTAL HEALTH**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2310-S049-S52.012 Equipment	E-2310-S049-S60.003 PERS	\$1,784.92
E-2310-S049-S52.012 Equipment	E-2310-S049-S63.000 Other Expenses	\$2,500.00

**S67 BCBDD-DD RESERVE FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2411-S067-S20.000 Other Expenses	E-2411-S067-S25.074 Transfers Out	\$463,019.86

**S68 BCBDD-RESIDENTIAL SERV FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2412-S068-S04.011 Contract Services	E-2412-S068-S05.074 Transfers Out	\$1,647,423.22

**Y91 EMPLOYERS SHARE HOLDING ACCOUNT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.000 HSA Fund	\$244.84

Upon roll call the vote was as follows:

Mr. Dutton	Yes
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**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A10.000 Professional Services	R-2210-E001-E17.574 Transfers In	\$7,916.66

**A00 GENERAL FUND AND S86 NORTHERN COURT-GEN SPEC PROJECTS FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-1561-S086-S06.574 Transfers In	\$50,000.00

**A00 GENERAL FUND AND S87 EASTERN COURT-GEN SPEC PROJECTS FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-1571-S087-S06.574 Transfers In	\$50,000.00

**A00 GENERAL FUND AND S88 WESTERN COURT-GEN SPEC PROJECTS FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-1551-S088-S05.574 Transfers In	\$50,000.00

**A00 GENERAL FUND AND Y91 EMPLOYERS SHARE HOLDING ACCOUNT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-9891-Y091-Y01.500 Hospitalization	\$4,000,000.00

**S67 BCBDD-DD RESERVE FUND AND S66 BCBDD-MAIN FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2411-S067-S25.074 Transfers Out	R-2410-S066-S15.574 Transfers In	\$463,019.86

**S68 BCBDD-RESIDENTIAL SERV FUND AND S66 BCBDD-MAIN FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2412-S068-S05.074 Transfers Out	R-2410-S066-S15.574 Transfers In	\$1,647,423.22

**T10 WATER & SEWER GUARANTEE DEPOSIT AND P05 WATER WORKS FUND/BCWSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$1,302.87

**T10 WATER & SEWER GUARANTEE DEPOSIT AND P53 SANITARY SEWER DISTRICT FUND/BCWSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$836.60

**W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM AND A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$4,975.92

Upon roll call the vote was as follows:

Mr. Dutton Yes  
 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 following date:

**\*\*JANUARY 07, 2025\*\***

**A00 GENERAL FUND/SHERIFF**

E-0131-A006-A07.000	Training	\$50,393.11
E-0131-A006-A20.000	False Alarms	\$5,950.00
E-0131-A006-A23.000	Background	\$1,283.00
E-0131-A006-A24.000	ESORN	\$3,500.00
E-0131-A006-A27.000	Dive Team	\$2,626.00
E-0131-A006-A28.000	Shop with a Deputy	\$15,105.47
E-0131-A006-A32.000	Warrant Fees	\$6,694.52

Upon roll call the vote was as follows:

Mr. Dutton Yes  
 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 January 15, 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:

**AUDITOR'S**-Cindi Henry and two-three staff members to Hocking County, OH, on January 10, 2025 to attend the CCAO Southeast District Conference. Cindi Henry and two-three staff members to Fairfield County, OH, on April 11, 2025 to attend the CCAO Southeast District Conference. Cindi Henry and two-three staff members to Dayton, OH, on June 3-6, 2025 to attend the CCAO Summer Conference. Cindi Henry and two-three staff members to Gallia County, OH, on October 10, 2025 to attend the Southeast District Conference. Cindi Henry and two-three staff members to Dublin, OH, on November 18-21, 2025 to attend the CCAO Winter Conference.

**CLERK OF COURTS**- Laura Zupko to Lewis Center, OH, on January 21 & 22, February 18-19, March 18-19, April 15-17, May 20-21, July 15-16, August 19-20, September 16-18, October 21-22, and December 2-4, 2025 and to Cincinnati, OH, on June 3-6, 2025 to attend the Ohio Clerk of Courts' Association meetings.

**DJFS**-Christine Parker to Coshocton, OH, on January 17, 2025 to attend the PCSAO District meeting. Estimated expenses: \$120.00.

**HR DEPARTMENT**-Erin McVay to January 30, 2025, to attend the CLCCA Organizational meeting. A county vehicle will be used for travel.

**RECORDER'S**-Jason Garczyk to Columbus, OH, on January 15, 2025 to attend the Ohio Recorders' Association Legislative Committee meeting. A county vehicle will be used for travel.

**SSOBC**- Bellaire and Centerville Senior Center employees to Zanesville, OH, on February 12, 2025 for a senior outing to B-Wear. Barnesville Senior Center employees to Moundsville, WV, on February 13, 2025 for a senior outing to Prima Marina. Flushing Senior Center employees to Cadiz, OH, on February 13, 2025 for a senior outing to the Farmhouse Remnant Shop and other shopping sites. Powhatan Senior Center employees to New Martinsville, WV, on February 14, 2025 for a senior outing to Quinet's Restaurant. Martins Ferry Senior Center employees to Cadiz, OH, on February 18, 2025 for a senior outing to Harrison County Coal Mine Museum. Colerain Senior Center employees to Wheeling, WV, on February 20, 2025 for a senior outing to Independence Hall. St. Clairsville Senior Center employees to Wheeling, WV, on February 21, 2025 for a senior outing to the Highlands. Bethesda Senior Center employees to Cambridge, OH, on February 25, 2025 for a senior outing to Theo's Restaurant. County vehicles 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 January 8, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENT TO THE BELMONT COUNTY PLANNING COMMISSION**

Motion made by Mr. Dutton, seconded by Mr. Echemann to appoint Commissioner Vince Gianangeli to The Belmont County Planning Commission.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE 2025 CEBCO WELLNESS GRANT AGREEMENT WITH COUNTY EMPLOYEE BENEFITS CONSORTIUM OF OHIO (CEBCO)**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the 2025 CEBCO Wellness Grant Agreement with County Employee Benefits Consortium of Ohio (CEBCO) effective January 1, 2025 to December 31, 2025, for the following amounts:

Administrative Funds: \$4,000  
 Program Funds: \$17,100

Total Funds: \$21,100

**2025 CEBCO Wellness Grant Agreement**

**Grantor:** County Employee Benefits Consortium of Ohio (CEBCO)

**Grantee:** Belmont County

**Grant Funding Amounts**

Administrative Funds: \$4,000

Program Funds: \$17,100

**County Wellness Contact (CWC)**

CEBCO requires participating counties to designate one or two employees to act as a point of contact, known as the County Wellness Contact(s) (CWC). The CWC must be a county employee. While others including wellness team members, non-county employees or brokers/consultants may be involved with the wellness program, they are prohibited from being the county’s designated CWC. The CWC(s) will work directly with CEBCO and will be the primary source of information to the eligible employees and spouses on the medical plan.

The CWC(s) will play a significant role in determining programming, identifying existing and local wellness resources, communicating initiatives, motivating others, working with department heads and leadership to gain and maintain support, tracking data and information, all while demonstrating a genuine interest in health and wellbeing. Finally, the CWC(s) must attend one of the bi-annual CEBCO wellness meetings or designate another county representative to attend in their place.

If the CWC position(s) should become vacant, please notify CEBCO immediately of the vacancy and of an interim contact. It is important that a new contact be identified to fulfill this role as soon as reasonably possible.

**Administrative and Program Funds**

Administrative funds are intended to be used toward the salary of the individual(s) identified as a County Wellness Contact(s) (CWC). Eligible counties will receive a flat \$4,000 per grant year in administrative funds. The county may decide how to allocate these funds if there are two CWCs rather than one.

Program funds must be used for wellness-related events, activities, and initiatives provided to CEBCO enrolled employees and spouses. We acknowledge that some programs, such as educational sessions may inadvertently reach beyond CEBCO-covered members and impact individuals not enrolled in our medical plan. The intent, however, is to focus on positively impacting the lives of members on our medical plan. Program funds may also be used to cover any wellness training or meeting-related expenses for the CWC position(s).

Program grant funding available to the county will be determined on a per employee, per year (PEPY) basis. The number of enrolled employees at the start of the last quarter of the year/on October bill (excluding COBRA), will be used to determine the program grant allocation for the upcoming calendar year.

CEBCO will provide half of the program funds in addition to the full amount of the administrative funds at the start of the calendar year, following a fully executed grant agreement. The remaining half of the program funds will be provided on a reimbursable basis. The first half of the program funds provided to the county must be expended and a financial form must be submitted documenting those expenses, before the county may request any portion of the second half.

The county has the option to use all or a portion of the administrative funds as program funds. If the county chooses to use the administrative funds toward salary, the county is not required to report on this expense; however, if the county uses any portion of the administrative funds for programming, documentation must be submitted to CEBCO verifying how the funds were used.

Additionally, it is up to the discretion of each participating county whether program funds will be used to supplement the salary of the CWC position(s). CEBCO asks that the total wages be limited to no more than twenty percent (20%) of the annual amount allotted for program funds.

**Documenting Uses of Program Funds**

The *Wellness Grant Financial Form* will need to be submitted along with documentation verifying each expense purchased with program funds. Acceptable documents include receipts, copies of checks, purchase orders and invoices. Once documentation is submitted to CEBCO, reimbursement, if needed, will be sent directly to the County Commissioner’s Office within 60 days. A county may submit a *Wellness Grant Financial Form* multiple times per year or once at the end of the calendar year. The deadline to submit documentation for the 2025 grant year is Friday, December 12, 2025. Please note that CEBCO is unable to directly pay any vendor or private company and all checks will be made payable to the County Commissioners.

**Mandatory Wellness Grant Requirements**

Participating Counties must offer each of the following during the calendar year, between January 1, 2025 and December 31, 2025:

1. A minimum of two onsite education sessions provided for medical plan enrolled employees and spouses. These education sessions must be 30-60 minutes each with a focus on any health or wellness topic.
2. Host a minimum of one onsite community lifestyle program OR promote a minimum of one offsite community lifestyle management program. Examples include diabetes management programs, Weight Watchers, tobacco cessation, nutrition or financial courses, or any other program (series of 3 or more classes) that addresses one or more health conditions or lifestyle habits.
3. Host a minimum of one community event AND/OR promote a minimum of one community event. Community events include any organized walk, run, or bike event and sports leagues.
4. Promote a minimum of one online health challenge offered by Anthem as part of the CEBCO Rewards 200 Program.
5. CWC(s) must attend a minimum of one bi-annual CEBCO Wellness Meeting, ideally both. If the contact in the CWC position is not available, please designate another county representative to attend.

At the end of the calendar year CEBCO will request documentation that each of these mandatory requirements were completed between January and December of 2024. The documentation is due on Friday, December 12, 2025.

**Restricted Uses of Program Funds**

The following are uses that do not meet the goals of the grant and therefore are not allowable expenses:

- Giveaways that do not support individual wellness (this includes gift cards to fast food restaurants or any other food-related purchase EXCEPT for purchasing healthy food options).
- Sponsoring individuals for marathons or specific events that not all members are able to do.
- Alcohol or drug testing (this includes tobacco testing).
- Any insurance covered benefits (i.e. flu shots, biometric screenings, doctor’s visits, etc.).
- Any building maintenance or personnel training requirements to include purchasing AEDs or paying for safety/CE training such as CPR classes.
- Coverage for other benefits such as dental, vision, EAP, life, etc.
- Essential oils and health supplements.

**Authorized Signatures**

Both parties, upon signatures below, agree to the terms outlined within this grant agreement and acknowledge understanding of the appendices provided on the subsequent pages.

**County Employee Benefits Consortium of Ohio**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**County Commissioner or Designee**

Signature: J. P. Dutton /s/ Jerry Echemann /s/ Vince Gianangeli /s/

Printed Name: J. P. Dutton Jerry Echemann Vince Gianangeli

Date: 1/15/25

APPROVED AS TO FORM:

Jacob Manning /s/

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING TREASURER’S REQUEST TO EXPEND FUND FROM EITHER DRETAC OR TAX ADMINISTRATIVE FUNDS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the Treasurer’s request to expend funds from either DRETAC or Tax Administrative Funds to pay for lunches for the staff for the final week of tax collection in February and July 2025.

*Note: The estimated cost will not exceed \$450.00 for the year.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AGREEMENT FOR ENGINEERING SERVICES WITH HAMMONTREE & ASSOCIATES/ENGINEER’S**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign an agreement for engineering services with Hammontree & Associates, Ltd. in the not to exceed amount of \$14,550.00 for CR 82 (Airport Road) Pavement Rehabilitation Plans, based upon the recommendation of Terry Lively, County Engineer.

*Note: This will be paid by the Engineer’s MVGT funds.*

**PROFESSIONAL SERVICES AGREEMENT  
by and between  
BELMONT COUNTY, OHIO  
And  
HAMMONTREE & ASSOCIATES, LIMITED  
for  
CR 82 (Airport Road) Pavement Rehabilitation Plans**

This Agreement is made and entered into by and between BELMONT COUNTY, a political subdivision existing under the laws of the State of Ohio, acting by and through its BOARD OF COMMISSIONERS, with offices located at the 101 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as the COUNTY; and HAMMONTREE & ASSOCIATES, LIMITED, a professional association organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, with offices located at 5233 Stoneham Road, North Canton, Ohio 44720-1594; hereinafter referred to as the ENGINEER.

**WITNESSETH:**

**WHEREAS**, the COUNTY is desirous of rehabilitating the pavement on Barton Blaine Road (CR10) and in engaging the services of the ENGINEER in order to assist the COUNTY with obtaining funding for the design and construction thereof; and

**WHEREAS**, the COUNTY, by virtue of Resolution has determined to enter into this Agreement with the ENGINEER.

**NOW, THEREFORE**, for the mutual considerations contained and specified herein, the COUNTY and ENGINEER have agreed and do hereby agree as follows:

**ARTICLE 1- SCOPE OF SERVICES**

1. The services to be performed by the ENGINEER under this Agreement are identified on Attachment “A” – Scope of Services, attached hereto and made a part hereof the same as though completely rewritten herein.
- 1.2. The services indicated are for the completing the necessary construction plans for the referenced roads.

**ARTICLE 2- SCHEDULE**

- 2.1. The ENGINEER shall commence the services to be performed under this Agreement immediately upon receipt of express written authorization to proceed therewith from the COUNTY.
- 2.2. The ENGINEER shall complete the services to be performed under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The services should be completed within two (2) months from receipt of written authorization to proceed. The ENGINEER has no control over review times by other agencies and will not be responsible for delays caused by events beyond its control. The following dates for submittal to the County’s offices shall be met in accordance with the above statements assuming the County issues an authorization to proceed by February 4, 2025.

Stage 3 Plans	October 31, 2025
Tracings	January 30, 2026

**ARTICLE 3- COMPENSATION**

3.1. The COUNTY shall compensate the ENGINEER for basic services under this agreement an amount not to exceed \$14,550.00 (Fourteen Thousand Five Hundred Fifty dollars and no cents). The following items were considered in developing the engineering design costs and these phases will be shown on the project invoicing.

Design and Plan Preparation.....	\$14,550
<hr/>	
TOTAL	\$14,550

3.2. The ENGINEER shall submit periodic payment requests, but not more than once a month, to the COUNTY based on the amount and value of the work performed during the billing period. The COUNTY shall make prompt payments in response to the ENGINEER’S payment requests.

**ARTICLE 4- GENERAL PROVISIONS**

4.1. The provisions of this Agreement represent the entire and integrated agreement between the COUNTY and the ENGINEER, and supersede all prior negotiations, representations, or agreements, either written or oral, and may only be altered, amended, or repealed by a duly executed written instrument.

4.2. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by the ENGINEER under this Agreement. Review, approval, acceptance, or payment for drawings, designs, specifications, reports and incidental work shall not in any way relieve the ENGINEER of the responsibility for the technical adequacy and design suitability of the services furnished under this Agreement. Nor shall review, approval, acceptance or payment for any of the ENGINEER’S services be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages incurred by the COUNTY as a result of the negligent performance of the ENGINEER of any of the services furnished under this Agreement.

4.3. Engineer shall procure and maintain comprehensive general liability insurance, including broad coverage, with liability limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate for personal injury and property damage. Engineer shall maintain automobile liability insurance having a combined single limit of not less than \$1,000,000.00 for bodily injury or property damage per occurrence/policy aggregate.

Engineer shall maintain insurance to protect against claims arising from the performance of Engineer's services caused by negligent acts, errors or omissions for which Engineer is legally liable ("Professional Liability Insurance") in the amount not less than \$1,000,000.00 per claim in the annual aggregate.

Engineer shall indemnify and hold harmless the County, County Engineer and their respective Officers, Agents and Employees from claims, losses, damages, judgments and expenses (including but not limited to reasonable attorney's fees and any costs) arising out of Engineer's negligent acts, errors or omissions, failure to act or intentional or willful misconduct of Engineer's performance of this Agreement.

Engineer shall provide proof of the insurance requested herein to the County prior to starting any work under this Agreement.

4.4. Engineer shall obtain and maintain Workers' Compensation coverage in the amounts required by law to provide protection for employees of the Engineer. Engineer shall provide proof of such coverage to County prior to starting any work under this Agreement.

4.5. The COUNTY shall provide the ENGINEER with full information as to the requirements for the project, and shall make available all information pertinent to the design and construction of the project.

4.6. The COUNTY shall guarantee access to and make all provisions for the ENGINEER to enter under public and private property as required in order for the ENGINEER to perform its services under this Agreement.

4.7. All documents, including design drawings and specifications, furnished by the ENGINEER pursuant to this Agreement, shall become the property of the COUNTY. The COUNTY recognizes that said documents are instruments of the ENGINEER'S services in respect of the project and are not intended or represented by the ENGINEER to be suitable for reuse or alteration by others on the project, or extensions thereof, or on any other project. Any such reuse or alteration without the express written verification or adaptation of the ENGINEER shall be at the user's sole risk and without liability or legal exposure to the ENGINEER.

4.8. Since the ENGINEER has no control over the cost of labor, material and equipment associated with construction, contractors' methods of determining prices, competitive bidding or market conditions, its estimates of cost provided for in this Agreement are to be made on the basis of its experience and qualifications and shall represent its best judgment as a design professional familiar with the construction industry. The ENGINEER can not and does not guarantee that proposals, bids or construction costs relative to the project will not vary from estimates it prepares.

4.9. Neither the ENGINEER nor the COUNTY shall assign or transfer its interests in this Agreement, including money that may become or is due, without the express written consent of the other party hereto. Unless specifically stated to the contrary in any express written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained herein shall be construed as giving any rights or benefits under this Agreement to anyone other than the ENGINEER and the COUNTY.

4.10. Either party may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party before termination.

4.11. The COUNTY may terminate this Agreement, in whole or in part, in writing, for its convenience. In such event, the ENGINEER will be given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party before termination.

4.12. If the COUNTY terminates for default, an equitable adjustment in the compensation provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services or other work, and (2) any payment due the ENGINEER at the time of termination may be adjusted to the extent of any additional costs the COUNTY incurs because of the ENGINEER'S default. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred before the termination.

4.13. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment of the compensation provided for in this Agreement shall be made as provided in 4.12.

4.14. All claims, counterclaims, disputes and other matters in question between the COUNTY and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided through nonbinding mediation. If agreement through mediation cannot be achieved, it will be decided in a court of competent jurisdiction within the State of Ohio.

4.15. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Said books, records, documents and other evidence shall be available to the COUNTY at mutually convenient times.

4.16. The ENGINEER agrees that it will not discriminate against or intimidate any employee or applicant for employment on account of race, creed, sex, handicap, color or military status.

4.17. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable the remainder of this Agreement or the application of such term covenant or condition to the party or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4.18. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

4.19. A waiver on a particular occasion, by any party, of any default or breach of the terms and conditions of this Agreement shall not be deemed as a waiver of any subsequent default or breach of any term, condition or other provision of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this 15<sup>th</sup> day of January, 2025.

WITNESSES:  
  
Bonnie Zuzak /s/  
Bonnie Zuzak /s/  
Bonnie Zuzak /s/  
WITNESS:  
Bonnie Zuzak /s/

BELMONT COUNTY BOARD OF  
COMMISSIONERS  
J. P. Dutton /s/  
Jerry Echemann /s/  
Vince Gianangeli /s/  
BELMONT COUNTY ENGINEER  
Terry Lively /s/

Terry D. Lively, P.E., P.S.

WITNESS:  
Melinda C. Chase /s/  
Melinda C. Chase

HAMMONTREE & ASSOCIATES, LIMITED  
By: Karl J. Oprisch /s/  
Karl J. Oprisch  
Title: Vice-President

Approved as to form:  
KEVIN FLANAGAN  
Belmont County Prosecutor  
Jacob Manning /s/ Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH POPA CONSULTING, LLC/ENGINEER'S**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract with Popa Consulting LLC, in a lump sum compensation not to exceed \$44,500.00 for the 2025 full bridge inspection program for Belmont County, based upon the recommendation of Terry Lively, Belmont County Engineer.

*Note: This will be paid for from the Engineer's MVGT funds.*

**AGREEMENT**

This agreement entered at St. Clairsville, Ohio, this day of January 15, 2025, by and between the County of Belmont, acting by and through the Board of County Commissioners, hereinafter referred to as the County and Popa Consulting LLC, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Consultant with an office located at 5630 Bonnie Lou Drive, New Franklin, Ohio 44319, WITNESSETH:

That the County and the Consultant for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

**CLAUSE I - WORK DESCRIPTION**

The Consultant agrees to provide a full bridge inspection program for Belmont County in 2025 including:

1. Physical inspection of approximately 269 structures assigned by the County Engineer. Inspections shall be performed

- by a professional Engineer who has completed the ODOT Comprehensive Bridge Inspector’s Training Seminar.
- 2. Provide fracture critical inspections at arms length for 8 trusses and 2 girders on the County’s inventory.
- 3. Enter all the inspection data into the ODOT Assetwise Management System (AWAR). No paper inspections forms will be submitted.
- 4. **Review and revision of inventory information where required due to repairs or rehabilitation. Complete the substructure inventory items that do not transfer into the new SNBI from the ODOT inventory.**
- 5. Load rating calculations to structures where the general appraisal decreases to a poor condition rating.
- 6. Immediate notification of the County Engineer where rapid deterioration or dangerous conditions exist so that necessary action can be taken.
- 7. Provide photographs for all structures for the county files.

**8. Provide level 1 scour assessments to all NBI structures (> 20’ span, 156 structures)**

**CLAUSE II - WORK SCHEDULE**

The consultant agrees to begin immediately upon authorization to proceed. The work will be completed by the end of 2025.

**CLAUSE III - PRIME COMPENSATION**

The County agrees to compensate the Consultant for the performance of the work specified in the Agreement as follows:  
 Compensation based upon the work performed in accordance with the hourly rate schedule of the Popa Consulting LLC, Standard Contract, 2025, with a lump sum compensation that shall not exceed Forty Four Thousand Five Hundred Dollars, \$44,500.00.  
 Prime compensations, only as agreed and by letter authorization from the county may be added to or subtracted.  
 Partial payments based upon percentage of work completed, will be invoiced by the Consultant monthly.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in duplicate, as of the day and year first above written, by affixing the signature of a duly authorized officer of the consultant and the signature of the County Engineer.

**POPA CONSULTING, LLC**

Witness: Jennifer K Popa /s/

Witness: Bonnie Zuzak /s/

Witness: Bonnie Zuzak /s/

By: C. Jason Popa /s/

Title: Principle/CEO

**BELMONT COUNTY ENGINEER**

By: Terry Lively /s/

**BELMONT COUNTY COMMISSIONERS**

By: J. P. Dutton /s/

Jerry Echemann /s/

Vince Gianangeli /s/

**BELMONT COUNTY PROSECUTOR**

By: Jacob Manning /s/ Assistant Prosecuting Attorney

Approved as to form

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SIGNING AND SUBMITTAL OF THE OHIO DEPARTMENT OF TRANSPORTATION 2024 COUNTY HIGHWAY MILEAGE CERTIFICATION**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the signing and submittal of the Ohio Department of Transportation 2024 County Highway System Mileage Certification per O.R.C. 4501.04; the total length of county maintained public roads in Belmont County was 308.748 miles as of December 31, 2023.

Upon roll call the vote was as follows:

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

Mr. Dutton noted about 200 miles of county roads are paved.

**IN THE MATTER OF APPROVING TO SERVICE NOTICE OF CANCELLATION OF CURRENT LEASE AGREEMENT WITH THE MORAN FAMILY CENTER, LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve to serve notice of cancellation of current Commercial Lease Agreement with The Moran Family Center, LLC, for premises located at 68583 Scott Street, Lansing, Ohio, per contract approved on September 4, 2024. Effective date of cancellation is March 16, 2025.

*Note: This location has been used as the Lansing Senior Center.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A LEASE AGREEMENT BETWEEN THE EAST CENTRAL OHIO EDUCATIONAL SERVICE CENTER AND BELMONT COUNTY COMMISSIONERS, DBA SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a lease agreement between The East Central Ohio Educational Service Center and Belmont County Commissioners, dba Senior Services of Belmont County, in the monthly amount of \$1,200.00, effective February 1, 2025 through January 31, 2026.

*Note: The building located at 55505 National Road, Bridgeport, OH, will be used as the Lansing Senior Center.*

## **LEASE AGREEMENT**

### **THE PARTIES:**

This Lease Agreement, agreed upon this 15th day of January, 2025, is between:

The LESSOR is a government entity known as The East Central Ohio Educational Service Center, with a mailing address of 834 East High Avenue, New Philadelphia, Ohio 44663, hereinafter referred to as the "Lessor."

AND

The LESSEE is 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:

### **1. DESCRIPTION OF LEASED PREMISES**

The Lessor agrees to lease to the Lessee Rooms 12 and 14 within The Learning Center, located at 55505 National Road, Bridgeport, OH 43912, hereinafter referred to as the 'Premises.'

### **2. USE OF LEASED PREMISES**

The Lessee agrees to use the Premises for Senior Services operations and any other legal purposes as permitted under local, state, and federal laws. Any change in use requires prior written consent from the Lessor.

### **3. TERM OF LEASE**

The Lease shall commence on February 1, 2025, and expire at midnight on January 31, 2026 ('Initial Term').

### **4. RENT AMOUNT**

The Rent for the Premises is \$1,200.00 per month during the Initial Term of this Lease Agreement.

### **5. RENT PAYMENT**

The Rent shall be paid by the Lessee to the Lessor on a monthly basis, due no later than the first day of each month. Payment should be sent to the Lessor's mailing address listed above.

#### **6. RENEWAL OPTION**

The Lessee may renew this Lease for one additional term by providing written notice to the Lessor at least 60 days prior to the expiration of the Initial Term.

#### **7. EXPENSES**

This is a gross lease. The Rent constitutes the entirety of the monthly payment due from the Lessee. The Lessor shall maintain the general exterior structure, major systems, parking area, and snow removal. The Lessee shall maintain liability insurance, personal property insurance, and general housekeeping for the Premises.

#### **8. UTILITIES**

The Lessor shall cover utilities for the Premises. The Lessee is responsible for phone and internet services required for their operations.

#### **9. PARKING**

The Lessor shall provide parking in a shared manner at no additional cost to the Lessee.

#### **10. LEASEHOLD IMPROVEMENTS**

No alterations shall be made without prior written consent from the Lessor. Improvements made will remain the property of the Lessor upon termination.

#### **11. MAINTENANCE AND REPAIRS**

The Lessor is responsible for major repairs and upkeep. The Lessee will handle routine cleaning and maintenance of its designated areas.

#### **12. INSURANCE**

The Lessee shall maintain all required insurances, including liability and personal property coverage.

#### **13. SUBLETTING AND ASSIGNMENT**

The Lessee may not sublet or assign the Premises without prior written consent from the Lessor.

#### **14. GOVERNING LAWS**

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

#### **15. NOTICES**

Notices shall be sent to the addresses of the respective parties as stated above.

#### **16. ADDITIONAL TERMS AND CONDITIONS**

Lessee shall have access to shared spaces within the building as required.

#### **17. BINDING EFFECT**

This Lease Agreement shall be binding upon and inure to the benefit of the parties and their successors, heirs, and assigns.



LESSOR SIGNATURE:

Randy Lucas

Randy Lucas, Lessor Representative  
East Central Ohio Educational Service Center  
Superintendent

1/2/2025

Date

LESSEE SIGNATURE:

X [Signature]

X Jerry Echemann  
X Vince Gianangeli  
[Name], Lessee Representative

1/15/2025

Date

APPROVED AS TO FORM:

[Signature]  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**THE BOARD OF TRUSTEES OF THE JEFFERSON BELMONT REGIONAL  
SOLID WASTE AUTHORITY AND SHERIFF OF BELMONT COUNTY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into agreement by and between the Board of Trustees of the Jefferson Belmont Regional Solid Waste Authority (JBRSWA) and the Sheriff of Belmont County, Ohio, effective January 1, 2025 through December 31, 2025, for the purpose of providing environmental policing services for JBRSWA.

*Note: The JBRSWA will compensate the county \$89,098.13, prorated based on the number of months in the contract year divided by twelve months for services.*

**JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY  
2025 AGREEMENT WITH  
BELMONT COUNTY SHERIFF'S OFFICE**

This agreement is made as of this 15th day of January, 2025, by and between the Board of Trustees of the Jefferson Belmont Regional Solid Waste Authority (the "Board" or "JBRSWA"), and the Sheriff of Belmont County, Ohio (the "Sheriff").

**WHEREAS**, the Board is a regional solid waste authority established and maintained pursuant to Section 343.011 of the Ohio Revised Code for the purpose of providing for, or causing to be provided for, the safe and sanitary management of solid wastes within all of the incorporated and unincorporated territory of Jefferson County and Belmont County, pursuant to Chapter 343 and Sections 3734.52 to 3734.575 of the Ohio Revised Code; and

**WHEREAS**, pursuant to Section 343.011 of the Ohio Revised Code, the Board may make contracts in the exercise of the rights, powers, and duties conferred upon the regional authority, and do all acts necessary or proper to carry out the duties and responsibilities imposed on or granted to the Board; and

**WHEREAS**, under Section 3734.57(G) of the Ohio Revised Code, the Board may expend the proceeds of solid waste disposal and generation fees for the purposes of implementing JBRSWA's approved solid waste management plan, and to provide financial assistance to local law enforcement agencies having jurisdiction within JBRSWA for enforcing anti-littering laws and ordinances; and

**WHEREAS**, pursuant to Section 311.29 of the Ohio Revised Code, JBRSWA is a taxing district that may enter into a contract with the sheriff to perform any police function, exercise any police power, or render any police service for said taxing district, and JBRSWA may directly furnish the equipment and supplies used by the sheriff for such policing services and/or reimburse the county for the costs incurred by the sheriff for such policing; and

**WHEREAS**, the Board is committed to the prevention of littering and the unlawful disposal of solid waste, promoting and providing public recycling, and proper maintenance and use of public recycling facilities; and

**WHEREAS**, the Board is willing to enter into an agreement to furnish equipment and supplies and provide financial reimbursement to the Sheriff in consideration of the Sheriff performing the aforementioned activities; and

**WHEREAS**, the Sheriff is willing to provide police personnel and resources to carry out the aforementioned activities in exchange for said consideration.

**NOW THEREFORE**, pursuant to Sections 311.29, 343.011 and 3734.57(G) of the Ohio Revised Code, the Board of Trustees of the Jefferson Belmont Regional Solid Waste Authority and the Belmont County Sheriff hereby agree as follows:

---

**ARTICLE I – CONTRACT YEAR**

**1.1 Term**

The term of this agreement (the "Agreement") shall commence on January 1, 2025, and shall terminate on December 31, 2025 (the "Contract Year").

**ARTICLE II - OBLIGATIONS**

**2.1 Obligations of the Sheriff**

- a. The Sheriff agrees to provide police services to JBRSWA by assigning, exclusively to JBRSWA, one full-time Sheriff's Deputy as an Environmental Enforcement Officer (EEO).
- b. The Sheriff will make available to the EEO: supervision, all training programs, special equipment, and other regular facilities of the Sheriff's Office.
- c. The Sheriff and JBRSWA shall provide for days off and work hours in accordance with the current collective bargaining agreement between the Belmont County Sheriff and its Deputies.

**2.2 Responsibilities of the Environmental Enforcement Officer**

- a. Provide police assistance in the enforcement of applicable Sections of Chapter 343 and 3734 of the Ohio Revised Code;
- b. Assist in duties relative to the operation, maintenance and use of JBRSWA recycling facilities and services;
- c. Support Keep Belmont County Beautiful projects;
- d. Provide investigation of all reported illegal dumping;
- e. Provide clean-up of public right-of- ways and public properties utilizing court approved inmates from the County Jail, as requested by JBRSWA;
- f. Assist in public education and awareness programs of JBRSWA as requested;
- g. Assist in special projects as determined by JBRSWA;
- h. Assist in preparation of grant applications, budgets, and reports as requested by the JBRSWA.
- i. Enforcement of JBRSWA fees and rules in consultation with JBRSWA's Executive Director and Fiscal Officer. This includes, but is not limited to, surveillance of haulers, warrants, transfer station and landfill visits and the filing of charges, working with other solid waste districts and jurisdictions in cases concerning enforcement of JBRSWA rules and fees, or misreporting of the nature or origin of waste.

**ARTICLE III - REPORTS AND MEETINGS 3.1**

**3.1 Quarterly and Annual Reports.**

The EEO shall submit quarterly reports on all services performed within 30 days after the end of each quarter. The quarterly report shall also provide quarterly statistical reports on cases logged and investigated and resolution or continuation of those cases. Annual Reports shall include a summary of all activity and services performed and shall be submitted within 30 days after the end of each year.

Quarterly expense reports shall also be submitted within 30 days after the end of each quarter. The expense reports shall detail how JBRSWA funds were spent on personnel, training, equipment, and supplies.

**3.2 Covenant of Cooperation.**

The EEO shall meet with JBRSWA's Executive Director or her designee, as requested, to coordinate and prioritize investigation and enforcement efforts. JBRSWA and the Sheriff's Office shall cooperate with and provide necessary information to the other to enable the parties to comply with the terms of this Agreement. The parties shall perform all acts and deeds as may be necessary or appropriate to maintain and implement the purpose and effect of this Agreement including without limitation, joining in the execution of all documentation, and providing any necessary documentation required in connection with the Agreement.

**ARTICLE IV - DISBURSEMENT SCHEDULE**

4.1 For the Contract Year, payments in the amount of Eighty Nine Thousand Ninety Eight Dollars and Thirteen Cents (\$89,098.13), prorated based on the number of months in the Contract Year divided by twelve months, shall be made directly to an appropriate fund to the credit of Sheriff's Office to be used exclusively for the purpose of providing environmental enforcement policing services for JBRSWA. Payment shall be made by JBRSWA within thirty (30) days after receipt of an invoice from the Sheriff's Office.

4.2 The above amounts shall be used to pay for the cost of one full-time Sheriff's Environmental Deputy, including compensation, fringe benefits, training, equipment, and supplies.

4.3 The balance of moneys disbursed to the Sheriff under this Agreement that have not been expended or encumbered for expenditure as of December 31, 2025, under this Agreement, shall be remitted back to JBRSWA by January 31, 2026.

**ARTICLE V - VEHICLES & EQUIPMENT**

5.1 JBRSWA agrees to provide the EEO access to a police vehicle needed for day-to-day use in investigations and all the responsibilities and duties set forth in this Agreement. The vehicle will be the property of and titled to the Board and shall be used exclusively by the EEO for the

purposes set forth in this Agreement. JBRSWA agrees to provide and pay for insurance for said vehicle. The vehicle shall comply with Section 311.28 of the Ohio Revised Code concerning paint scheme and design of car-markings. The words "Environmental Enforcement" or words of similar import, shall be placed on both upper rear quarter panels parallel to the ground. JBRSWA agrees to pay for the maintenance of the vehicle and fuel expenses associated with the vehicle's use. Upon the termination or expiration of this Agreement, said vehicle shall be delivered to JBRSWA within thirty (30) days.

**5.2** Equipment purchased with JBRSWA funds shall not be sold without the Board's approval, nor shall any such equipment be used for any purpose not expressly authorized by JBRSWA in writing.

**5.3** All equipment purchased by the Sheriff with funds provided by JBRSWA pursuant to this Agreement shall be the property of the Board. Upon termination or expiration of this Agreement, all such equipment shall be delivered to JBRSWA within thirty (30) days. The Sheriff may retain the vehicle and any equipment that was provided by JBRSWA on or about 2014 pursuant to the similar prior service agreement between the parties.

**5.4** JBRSWA shall pay the cost of providing the EEO with a portable radio and a cellular phone. The Sheriff agrees, at its sole expense, to provide the EEO with any other communication or surveillance equipment that is necessary to carry out the responsibilities and duties set forth in this Agreement.

#### **ARTICLE VI - RELATIONSHIP OF PARTIES**

**6.1** The EEO shall remain an employee of the Sheriff's Office at all times while performing the responsibilities and duties under this Agreement. The Sheriff, the Belmont County Board of Commissioners and JBRSWA are all members of, and are insured through, CORSA. Each party acknowledges that it is responsible for its own actions under this Agreement and agrees to hold the other parties harmless from any claims or losses resulting from same.

**6.2** JBRSWA agrees that in the event of an emergency call to duty, the EEO can be temporarily redirected from environmental law enforcement duties to aid other officers or perform duties required by the emergency.

**6.3** Neither the Board nor the Sheriff assumes any obligation, duty, or responsibility, financial or otherwise, to remove any waste or debris from private property, or to remediate or rehabilitate any private property or site where illegal or improper disposal of waste or debris has occurred. The parties' responsibilities for removing waste or debris are limited to the voluntary clean-up of public right-of-ways and public properties, at JBRSWA's discretion, utilizing court approved inmates from the County Jail, and shall in no way be construed to obligate JBRSWA or the Sheriff to clean-up, remediate, or rehabilitate any specific property, whether public or private.

#### **ARTICLE VII - NON-DISCRIMINATION**

**7.1** The Sheriff agrees, in compliance with ORC § 125.111, that:

(a) In the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates; and

(b) No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

**ARTICLE VIII - TERMINATION OF AGREEMENT**

8.1 This Agreement may be terminated by either party after giving thirty (30) days advanced written notice in the event of failure by the other party to perform in accordance with the terms hereof.

**ARTICLE IX - MISCELLANEOUS**

9.1 Nothing in this Agreement shall impute or transfer any responsibility, from one party to another, for any party's acts or omissions whether through itself or its agents, employees, and contracted servants.

9.2 The provisions of this Agreement are solely for the benefit of the parties hereto, and no third-party beneficiaries are intended. Nothing in this Agreement is intended to waive any defense that would otherwise be available against any third-party claim.

9.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior written and/or oral agreements, and may not be amended, altered, or modified except by a written instrument signed by both parties and which refers to this Agreement.

In Witness Whereof, the parties hereto have set their hands this 15th day of January, 2025.

**JEFFERSON BELMONT REGIONAL  
SHERIFF SOLID WASTE AUTHORITY**

**BELMONT COUNTY**

By: \_\_\_\_\_  
J. Scott Fabian, Chairman

By: \_\_\_\_\_  
James G. Zusack, Sheriff

Date: \_\_\_\_\_, 2025

Date: \_\_\_\_\_, 2025

By: Anita Petrella Esq Dir  
Anita Petrella, Executive Director

Date: 1-14, 2025

**BOARD OF COUNTY COMMISSIONERS  
OF BELMONT COUNTY**

**Approved as to form:**

By: APCA

By: J. Mills, Assistant Prosec. Attorney  
Belmont County Prosecutor

Date: JAN. 15, 2025

Date: January 16, 2025

By: Jerry Echemann

Date: JAN. 15, 2025

By: Vince Gianangeli

Date: JAN. 15, 2025

Upon roll call the vote was as follows:

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

Mr. Echemann noted this arrangement has been going on for a while. J.B. Green pays for the wages, benefits and provides a vehicle for the Belmont County Deputy. Anita Petrella, J.B. Green Director, said the deputy follows up on issues in Belmont County. The vehicle is owned by J.B. Green and they provide the insurance.

**IN THE MATTER OF APPROVING THE FIRE PROTECTION PLAN  
SYSTEMS PERMIT APPLICATION FOR THE BELMONT COUNTY  
HEALTH DEPARTMENT AND RECORDS BUILDING**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and authorize Commission President J. P. Dutton to sign the Fire Protection Systems Permit Application for the Belmont County Health Department and Records Building, based upon the recommendation of Mills Group, Project Architect; application fee is \$4,867.50.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AMENDMENT TO THE BELMONT COUNTY**

**JUVENILE COURT’S OHIO DEPARTMENT OF YOUTH SERVICES GRANT AGREEMENT FOR FY2025**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and authorize Commission President J. P. Dutton to sign the amendment to Belmont County Juvenile Court’s Ohio Department of Youth Services Grant Agreement for FY2025 to add an additional \$23,607.96 for the C-CAP (Concentrated Conduct Adjustment Program).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE BELMONT COUNTY COMMISSIONERS AND HARSANY & ASSOCIATES**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and authorize Commission President J.P. Dutton to sign the Agreement for Consulting Services between the Belmont County Commissioners and Harsany & Associates for the Analysis of Impediments to Fair Housing report, effective January 15, 2025 through June 30, 2025, in the amount of \$17,780.00, based upon the recommendation of Natalie Hamilton, Belomar.

*Note: This will be paid for with the FY 2024 CD Allocation Grant.*



**Agreement for Consulting Services**

This Agreement for Consulting Services (**Agreement**), made and entered into by and between the Belmont County Commissioners, a local government entity, with offices at 101 West Main Street, St. Clairsville, OH 43950 (**Client**) and Harsany & Associates, LLC (**Harsany**), an Ohio Limited Liability Company with offices at 3870 Lindsey Road, Lexington, OH 44904.

WHEREAS, **Client** has a need for an Analysis of Impediments to Fair Housing Choice (AI) for Belmont County, Ohio, in order to continue doing business with the State of Ohio and the US Department of Housing and Urban Development (HUD), and to ensure that County residents are treated fairly with respect to housing;

WHEREAS, **Client** has a need for assistance and/or specific expertise in developing this AI;

WHEREAS, **Harsany** has experience and is in the business of providing technical assistance to communities in the area’s of housing and community development, including the creation of AI’s and similar plans, and is willing to provide such services to **Client**;

WHEREAS, **Client** and **Harsany**, having carefully assessed the interests of the other, have concluded that an **Agreement** between them for such services would be mutually beneficial;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

**I. Scope of Work**

A. The scope of work is the creation of a State of Ohio compliant Analysis of Impediments to Fair Housing Choice (AI). A detailed scope of work is found in Exhibit A, attached to this document.

**II. Compensation and Expense Reimbursements**

**Harsany’s** fee for completion of the scope of services and other tasks that are necessary to complete the Analysis of Impediments to Fair Housing Choice to the State of Ohio/HUD requirements is **\$17,780**. Payment will be due from Client in full following completion of a draft Analysis of Impediments, upon receipt of an invoice from Harsany. Checks should be made out to Harsany & Associates, LLC. The outlined fee covers all of Harsany’s costs for this project, including overhead, any travel costs, and office expenses.



Harsany & Associates, LLC  
Belmont County Commissioners

Agreement for Consulting Services  
1/14/2025

### III. Responsibilities of Harsany

All work to be completed by **Harsany** through this **Agreement** shall be done in a high quality, professional manner. Acceptance of the final work product shall be at the sole, but reasonable, discretion of **Client**. **Harsany** agrees to use its best efforts to perform all work and obligations under this **Agreement**.

**Harsany** shall submit a completed W-9 (Request for Taxpayer Identification Number and Certification form) to **Client** within two weeks of the execution of this **Agreement**.

All required deliverables for this **Agreement** shall be delivered in a timely manner to **Natalie Hamilton**, Community Development Grant Administrator at Bel-O-Mar Regional Council, and to any other designee as directed by **Client**, in writing.

#### A. Working Files

**Harsany** shall maintain accurate working files of all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this **Agreement**. **Harsany** shall provide any nonproprietary information contained in its working files upon request of **Client**.

#### B. Record Keeping and Access

**Harsany** shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct costs and applicable indirect costs of any nature incurred in the performance of this **Agreement**. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the Government. **Harsany** shall retain all such records concerning this **Agreement** for a period of three (3) years after the completion of the **Agreement**. If any litigation, claim or audit is started before the expiration date of this three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

### IV. Responsibilities of Client

**Client** shall provide **Harsany** with the required staff roles as outlined in Exhibit A, timely provision and/or access to materials, persons, and/or information required to meet the scope of work; timely review of work products, as necessary; timely payment for services; and timely completion of an IRS 1099 form by January 31 of the year following each year in which payment has been made to **Harsany** for work completed under this **Agreement**.

**V. Insurance**

Upon execution of this **Agreement**, **Harsany** shall maintain and also require that any lower-tier contractor shall maintain throughout this **Agreement** the following insurances at, or in excess of, the limits detailed below.

- A. Professional Liability, Errors and Omissions insurance in an amount not less than \$1,000,000 for each occurrence.
- B. Commercial General Liability Insurance, written on an occurrence basis, including bodily injury, property damage, personal injury, advertising injury, products and completed operations, and contractual liability, in an amount not less than:
  - 1. Each Occurrence Limit \$1,000,000
  - 2. Products/Completed Operations Aggregate Limit \$1,000,000
  - 3. Advertising Injury and Personal Injury Limit \$1,000,000
  - 4. General Aggregate \$2,000,000
- C. Worker's compensation and employer's liability insurance as required by the state of Ohio. Ohio law does not require this type of insurance for Ohio based firms, unless firm has employees.
- D. Business Automobile Liability Insurance with a minimum limit of \$1,000,000 liability for bodily injury and property damage for all owned, rented, leased or hired vehicles used in conjunction with this Agreement;

**VI. Terms and Conditions of the Agreement**

The period of performance for completion of work under this **Agreement** begins on the Date of the execution of the **Agreement**, as evidenced by the signing of the **Agreement** by both parties, and continues through **June 30, 2025**. At no time shall work take place or be reimbursed outside this period of performance except by formal written modification to this **Agreement**.

**A. Warranty**

**Harsany** warrants that the services provided under this **Agreement** shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of a breach of the foregoing warranty, provided **Client** has provided to **Harsany** timely notice of such breach as hereinafter required, **Harsany** shall at its own expense, in its discretion either 1) re-perform the non-conforming services and correct the non-conforming deliverables to conform to this standard; or 2) refund to **Client** that portion of the payment received by **Harsany** attributable to the non-conforming services and/or deliverables. The

remedy set forth in this section is the sole and exclusive remedy for breach of the foregoing warranty.

B. Notices

Any notice or similar communication concerning this **Agreement** shall be in writing, and shall be either delivered in person or sent to the other party by certified mail with return receipt requested. Notices shall be sent to the party's respective address as set forth in the preamble to this **Agreement** or to such other address as either party may hereafter establish by notice given in the manner prescribed in this paragraph. A notice shall be considered given when delivered.

C. Conflict of Interest

**Harsany** represents that there is no conflict of interest between **Harsany's** performance of this **Agreement** and **Harsany's** performance under any other contract or agreement to which it is now a party, or intends to become a party in the future. In the event that **Harsany** believes that there is any such conflict, or any such conflict arises during the term of this **Agreement** or extension thereof, it will advise **Client** in writing immediately.

D. Debarment and Suspension

In accepting this **Agreement**, **Harsany** certifies that neither it, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Any change in the debarred or suspended status of **Harsany** or principals must be reported immediately to **Client**.

E. Force Majeure

Neither party shall be responsible for any failure to comply with, or for any delay in performance of the terms of this **Agreement**, where such failure or delay arises from: (i) acts of God, (ii) acts of the Government in its sovereign (and not contractual) capacity, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, (ix) unusually severe weather, or (x) shortages of supplies or materials where such supplies or materials were unobtainable from an alternate source. In all such events where performance is delayed or prevented, the affected party shall nonetheless exert reasonable and diligent efforts to remove said causes and resume performance hereunder.

F. Equal Employment Opportunity

In connection with this **Agreement**, **Harsany** agrees to comply with all applicable labor laws.

G. Amendments to the Agreement

Amendments may be made to modify the scope or quantity of work to be completed through this **Agreement**, and the compensation modified to reflect this change in services, by mutual written and signed consent of all parties to the **Agreement**.

H. Termination

Either party may without cause terminate this **Agreement** with thirty (30) days written notice, at which time all obligations in this **Agreement** shall terminate. However, termination without cause shall allow **Harsany** to claim any and all fees due for work completed to that point in the project.

I. Limitation of Liability and Hold Harmless **Agreement**

**Harsany's** liability to **Client** for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the total compensation earned under this **Agreement**.

**Client** shall hold harmless, **Harsany**, its agents and employees for any claim arising from the negligence, conduct, or performance of **Client**.

VII. Ownership of Work Product and other Intellectual Property

Subject to the rights of the Government, **Harsany** and **Client** shall jointly retain all rights, title, and interest in and to all intellectual property conceived or produced through a project undertaken through this **Agreement**. Such joint ownership shall be determined in accordance with appropriate U.S. laws.

Each party will give appropriate attribution to the other party, including listing the names of authors, on any products resulting from this **Agreement**.

Any program, document, data or information supplied by one party may be used, copied or disclosed by the other party as necessary in the normal course of its business, notwithstanding any copyrights of such materials and notwithstanding any notices or legends appearing thereon.

VIII. Nondisclosure

**Harsany** and **Client** each acknowledges that, in performing this **Agreement**, they may be required to make available to each other certain information which may be considered proprietary and which the giving party, shall label or identify in tangible form as "proprietary". Such information includes without limitation, information related to patents, research, development, computer software, designs or processes, pricing, trade secrets, customer lists and technical and business information and know-how ("Proprietary Information"). **Harsany** and **Client** agree to safeguard and hold in strictest confidence all Proprietary Information.

**Harsany and Client** agree not to make use of nor disclose to third parties any Proprietary Information except in performance hereunder or as expressly authorized in writing by the disclosing party. Obligations under the terms of this provision shall survive termination of this **Agreement** for a period of three (3) years, or in the case of information marked Trade Secret, shall survive in perpetuity.

Notwithstanding anything contained in paragraphs 1 and 2 above, **Harsany and/or Client** shall not be liable for any release or use of any information if the disclosing party can demonstrate by written evidence that the information:

- A. is part or becomes part of the public domain through no fault of the disclosing party; or
- B. is known to the disclosing party independently of the other and from a source other than one having an obligation of confidentiality; or
- C. is independently developed by the disclosing party without violation of this **Agreement** or any other agreement; or
- D. is disclosed by order of a court, after the other party is promptly notified and provided an opportunity to oppose such order.

**IX. Emergency Contact**

In the case of an emergency involving **Harsany**, please contact Crystal Stitzer, at 614.406.9024.

**X. Governing Law and Dispute Resolution**

The laws of the State of Ohio shall govern this **Agreement**. Should a dispute occur regarding any aspect of this **Agreement** the parties agree to first seek mediation and then binding arbitration under the rules of the American Arbitration Association.

**XI. Successors and Assigns**

**Client and Harsany** each is hereby bound as are the partners, successors, executors, administrators, and legal representatives of **Client and Harsany** in respect to any covenants, agreements, and obligations of this **Agreement**.

**XII. General Provisions**

- A. This instrument contains the entire **Agreement** between the parties. No statement, promises, or inducements made by any party hereto or agent of either party hereto which is not contained in this written **Agreement**, shall be valid or binding. This **Agreement** shall not be modified except in writing and signed by both parties.

Harsany & Associates, LLC  
Belmont County Commissioners

Agreement for Consulting Services  
1/14/2025

- B. This **Agreement** and any exhibit attached constitute the sole and entire **Agreement** between the parties with regard to the subject matter hereof.
- C. No party may rely on any representation, which allegedly induced that party to enter into this **Agreement**, unless the representation is recorded herein.
- D. The failure of **Harsany** in any instance to insist upon a strict performance of any term of this **Agreement**, or to exercise any option hereunder, shall not be constituted as a waiver or relinquishment for the future of such term or option.
- E. No party may cede any of its rights or delegate or assign any of its obligations in terms of this **Agreement** without the prior written consent of the other parties.
- F. Should any provision of this **Agreement** be judged by an appropriate court of law as invalid, it shall not affect any of the remaining provisions whatsoever.

Wherefore, the parties agreeing to be legally bound, do hereby set their hand and seal on the date first written below:

James Douglas Harsany Jr. 1/14/2025  
Signature Date

James Douglas Harsany Jr., Founder  
Harsany & Associates, LLC  
3870 Lindsey Road  
Lexington, OH 44904  
Phone: 614.405.9022

NPDA 1/15/25  
Signature Date

J. P. DUTTON, PRESIDENT  
(Name/Title of Principal/Signatory)  
Belmont County Commissioners  
101 West Main Street  
St. Clairsville, OH 43950  
Phone: 740.699.2155

APPROVED AS TO FORM:

[Signature]  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**JaQue Galloway and Megan Talkington, Tri-County Help Center  
Re: Human Trafficking Awareness Month Proclamation**

Ms. Galloway said, "We take this month to educate the community on what human trafficking looks like here and the three counties that we serve and how we can better support the survivors in the area. This year we have served more survivors of human trafficking than we ever have." The agency partners with local hotels, truck stops, CDL drivers and schools because feedback from survivors felt those areas needed the most attention. Tri-County offers case management, counseling, 24-hour hotline, 24-hour shelter, support groups and outreach programs.

**AWARENESS MONTH PROCLAMATION**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the Human Trafficking Awareness Month Proclamation.

**PROCLAMATION DECLARING  
JANUARY  
HUMAN TRAFFICKING  
PREVENTION MONTH**

**WHEREAS**, human trafficking is a grave violation of human rights that exploits children, women, and men for labor and sexual purposes, affecting millions globally and thousands here in the United States; and

**WHEREAS**, human trafficking respects no boundaries and occurs in communities large and small, including Belmont County, Ohio, where survivors often suffer in silence; and

**WHEREAS**, the fight against human trafficking requires a unified effort from government agencies, law enforcement, healthcare professionals, victim advocates, faith-based organizations, businesses, and community members; and

**WHEREAS**, January is designated as National Human Trafficking Prevention Month, offering an opportunity to raise awareness, educate the public, and encourage action to end this heinous crime; and

**WHEREAS**, Belmont County is committed to protecting its citizens, assisting survivors of trafficking, and holding traffickers accountable; and

**WHEREAS**, this month serves as a call to action to support organizations dedicated to combating human trafficking and to encourage all individuals to learn how to identify, report, and prevent this crime in our community.

**NOW, THEREFORE**, we, the Belmont County Commissioners, do hereby proclaim January 2025 as **HUMAN TRAFFICKING PREVENTION MONTH** in Belmont County, Ohio, and urge all residents, businesses, and organizations to join us in raising awareness, supporting survivors, and working towards a future free from human trafficking.

Adopted this day the 15th of January, 2025.

**BELMONT COUNTY COMMISSIONERS**

*J. P. Dutton /s/*

*Jerry Echemann /s/*

*Vince Gianangeli /s/*

Upon roll call the vote was as follows:

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

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:09 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 of public employees.

Upon roll call the vote was as follows:

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

Attorney Brian Butcher and Jaclynn Smolenak present for a portion.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:39 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:39 p.m.

Upon roll call the vote was as follows:

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

Mr. Dutton said there is no action to be taken as a result of executive session.

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 12:39 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:39 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 22nd day of January, 2025.

J. P. Dutton /s/ \_\_\_\_\_

Jerry Echemann /s/ \_\_\_\_\_ COUNTY COMMISSIONERS

Vince Gianangeli /s/ \_\_\_\_\_

We, J. P. Dutton 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.

J. P. Dutton /s/ \_\_\_\_\_ PRESIDENT

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