

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 \$631,664.57

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

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0057-A006-F10.000 BWC Safety Grant Expenses	\$1,131.06

P90 SPEC EMERGENCY PLANNING FUND/LEPC

FROM	TO	AMOUNT
E-1720-P090-P05.010 Clean-Up Supplies	E-1720-P090-P01.010 Supplies	\$225.00

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.000 HSA Fund	\$140.99

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

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

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENT/BCWSD

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

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

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

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

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9311-O011-O04.574 Transfers In	\$1,030.00

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

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

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

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

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

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfers Out	R-9200-O003-O08.574 Transfers In	\$29,167.00

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

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfers Out	R-9312-O012-O05.574 Transfers In	\$2,848.00

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

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

W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$2,472.06

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 certification dates:

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

A00 GENERAL FUND

E-0057-A006-F10.000	BWC Safety Grant Expenses	\$3,393.17
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H00 PUBLIC ASSISTANCE/BCDJFS

E-2510-H000-H01.002	Salaries	\$393.00
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****MARCH 04, 2025****

A00 GENERAL FUND

E-0051-A001-A16.013	ODNR Grant Expenses- Dog Park	\$6,478.13
E-0111-A001-E02.002	Salary	\$2,472.06
E-0181-A003-A06.011	Contract Services	\$104,688.00

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

E-2812-K000-K11.002	Salaries	\$6,381.39
E-2812-K000-K12.000	Materials	\$68,989.94
E-2812-K000-K16.013	Projects	\$18,648.88

S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S40.000	Grant Holding Account	\$76,000.00
E-8010-S030-S51.002	Salaries	\$70.00
E-8010-S030-S63.000	General	\$4,445.00
E-8010-S030-S72.000	Capital Repairs	\$197,788.35

W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salary	\$2,472.06
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Y41 INDIGENT APPLICATION FEES/AUDITOR

E-9841-Y041-Y01.000	Remit to State	\$215.00
E-9841-Y041-Y02.000	Remit to County	\$860.00

Y42 RECOUPMENT FEES INDIGENT/AUDITOR

E-9842-Y042-Y01.000	Remit to State	\$250.00
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SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000	Medical	\$692.28
E-0131-A006-A17.010	Cruisers	\$13,409.46
E-0131-A006-A20.000	False Alarms	\$200.00
E-0131-A006-A23.000	Background	\$76.00
E-0131-A006-A24.000	E-SORN	\$570.00
E-0131-A006-A32.000	Warrant Fee	\$699.68
E-1652-B016-B02.000	DUI	\$50.00
E-5100-S000-S01.010	Commissary	\$10,720.89
E-5101-S001-S06.000	CCW License	\$625.00
E-5101-S001-S07.012	CCW Equipment	\$1,082.00
E-9710-U010-U06.000	Reserve	\$570.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR

THE DELTA DENTAL CHARGEBACKS FOR

THE MONTHS OF FEBRUARY 2025 AND MARCH 2025

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

for the Delta Dental Chargebacks for the months of February 2025 and March 2025

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	20,531.07
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	625.23
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	369.32
GRANT / JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	106.58
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	145.62
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	106.58
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	1,562.78
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	252.20
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	39.04
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	106.58
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	213.16
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	106.58
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	106.58
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	39.04
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	703.31
AUDITOR CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y07.500	39.04
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	184.66
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	106.58
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	225.73
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	0.00
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9891-Y091-Y07.500	68.97
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	3.55

Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	75.48
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	35.27
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	133.20
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	94.67
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	57.49
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	114.39
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	154.30
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	9.32
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	0.26
Enhanced Operations	E-0039-F091-F01.002	R-9891-Y091-Y07.500	62.38
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	64.09
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	2.03
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	436.86
DEPT OF DD 2410/2420	E-2410-S066-S80.000	R-9891-Y091-Y07.500	6,093.99
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	1,676.78
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	213.16
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	106.58
K-2	E-2811-K200-K10.006	R-9891-Y091-Y07.500	0.00
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	213.16
K-25	E-2813-K000-K39.006	R-9891-Y091-Y07.500	106.58
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	2,719.54
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	733.18
WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	319.74
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	3,750.79
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	397.82
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	2,097.24
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	213.16
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	39.04
TOTALS		R-9891-Y091-Y07.500	45,562.70

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR THE VISION

CHARGEBACKS FOR THE MONTHS OF FEBRUARY 2025 AND MARCH 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Vision Chargebacks for the months of February 2025 and March 2025

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	6,109.65
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	177.54
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	119.76
GRANTS/JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV.CT	E-0400-M060-M29.008	R-9891-Y091-Y06.500	29.52
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	44.70
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	29.52

DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	476.52
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	74.22
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y06.500	15.18
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	29.52
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	59.04
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	29.52
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	29.52
EASTERN SPEC. PROJ.	E-1571-S087-S03.006	R-9891-Y091-Y06.500	15.18
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	207.90
AUDITORS CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y06.500	15.18
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	59.88
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	29.52
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	66.58
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	0.00
Public Health Workforce	E-2238-F090-F01.002	R-9891-Y091-Y06.500	21.27
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	0.99
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	20.90
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	11.62
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	37.40
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	26.50
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	16.11
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	32.57
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	53.07
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	3.10
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	0.07
Enhanced Operations	E-2239-F091-F01.002	R-9891-Y091-Y06.500	18.24
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	17.75
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	0.65
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	134.10
DEPT OF DD 2410/2420	E-2410-S066-S70.011	R-9891-Y091-Y06.500	1,755.57
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	473.16
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	59.04
K-1	E-2810-K200-K10.006	R-9891-Y091-Y06.500	29.52
K-2	E-2811-K200-K10.006	R-9891-Y091-Y06.500	0.00
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	534.72
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	237.00
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	759.74
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	248.98
WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	88.56
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	1,101.06
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	104.58
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	648.57
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	59.04
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	15.18
TOTAL			14,127.51

Upon roll call the vote was as follows:

Mr. Dutton Yes

Mr. Echemann Yes
 Mr. Gianangeli Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR MUTUAL OF OMAHA LIFE

INSURANCE CHARGEBACKS FOR THE FIRST QUARTER PERIOD:

JANUARY, FEBRUARY AND MARCH 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Mutual of Omaha Life Insurance Chargebacks for the First Quarter (January, February and March 2025)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	2,485.12
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	51.30
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	64.21
E-1510-W081-P04.000	PROSECUTOR DRETAC	R-9891-Y091-Y05.500	17.10
E-1410-W082-T97.006	TREASURER DRETAC	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	79.80
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	190.95
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	409.20
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	8.55
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	8.55
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	8.55
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	34.20
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	42.75
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	229.47
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	42.75
E-3702-P005-P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	265.68
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	79.23
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	25.65
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	8.55
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	51.30
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	247.98
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	716.91
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	98.34
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	32.23
E-2211-F069-F04.000	TRAILER PARKS	R-9891-Y091-Y05.500	0.02
E-2227-F074-F06.000	SEWAGE	R-9891-Y091-Y05.500	9.51
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	10.87
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	12.29
E-2229-F081-F01.001	PHER	R-9891-Y091-Y05.500	
E-2230-F082-F01.002	PREP	R-9891-Y091-Y05.500	
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	5.44
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	5.40
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	
E-2236-F088-F01.002	GET VACCINATED	R-9891-Y091-Y05.500	0.33
E-2237-F089-F01.002	INTEGRATED NALOIONE	R-9891-Y091-Y05.500	7.35
E-2238-F090-F01.002	PUBLIC HEALTH WORKFORCE	R-9891-Y091-Y05.500	7.79
E-2241-F093-F07.002	ADOLESCENT HEALTH & RESLLIENCY	R-9891-Y091-Y05.500	4.20
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	24.88
E-2219-N050-N05.000	WATER	R-9891-Y091-Y05.500	1.07
E-2220-P070-P01.002	POOLS	R-9891-Y091-Y05.500	0.10
E-2239-F091-F01.002	ENHANCED OPERATIONS	R-9891-Y091-Y05.500	7.93

		R-9891-Y091-Y05.500	0.28
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	25.65
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	51.30
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	8.55
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	17.10
E-0400-M060-M84.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	17.10
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	8.55
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	14.28
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	5.70
E-1545-S055-S02.002	TCAP	R-9891-Y091-Y05.500	
E-1546-S056-S04.001	PROBATION SERVICES	R-9891-Y091-Y05.500	17.10
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	8.55
	Total amount this transfer		5,469.71

Upon roll call the vote was as follows:

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

IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. **\$6,478.13** deposited into R-0050-A000-A000-A41.501 on January 24, 2025. *(Final Nature Works Grant (ODNR) Dog Park).*

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR HSA CHARGEBACKS/MARCH 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for HSA Chargebacks for March 2025.

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H01.002	JOB AND FAMILY	R-9891-Y091-Y12.500	37.14
E-2812-K000-K20.006	ENGINEER	R-9891-Y091-Y12.500	103.85
E-3702-P005-P31.000	WWS#3	R-9891-Y091-Y12.500	178.13
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	140.99
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	37.14
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	103.85
		TOTALS	601.10

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 March 5, 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 ACKNOWLEDGING BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT AND INVESTMENT PORTFOLIO FOR THE MONTH OF FEBRUARY 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Treasurer's Office:

- Interest Report and Investment Portfolio for the month of February 2025.

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:

COMMISSIONERS-Jaclynn Smolenak to Columbus, OH, on March 26-28, 2025 to attend the Local Government Officials Conference. Commissioner Jerry Echemann to Columbus, OH, on April 3-4, 2025, to attend the CEBCO Membership meeting. A county vehicle will be used for travel.

DJFS-Lori Bittengle, Ahsley Bobek, Samantha Davis, Casey Fores-Romero, Hollee Goudy, Ryan Kreiter, Lacey Paxton, Shelley Schramm, Amy Slater, Emily Smith and Emily Taylor to Columbus, OH, on May 7-9, 2025, to attend the ODJFS Director's Conference. Estimated expenses: \$8,719.00.

HR DEPARTMENT-Hannah Warrington to Portland, OR, on June 22-25, 2025, to attend the NPELRA Annual Training. Estimated expenses: \$2,342.00.

WATER & SEWER DISTRICT-Nate Rauschenberg to Wintersville, OH, on March 4, 2025, to pick up steel for new trucks at ARGO Sales.

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 February 25, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PAY SCALE MOVE OF QUALITY ASSURANCE ADMINISTRATOR AND FISCAL ADMINISTRATOR/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the pay scale move of Quality Assurance Administrator and Fiscal Administrator at Senior Services of Belmont County from pay grade 8 to pay grade 12, effective March 9, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING REVISED JOB DESCRIPTION FOR QUALITY ASSURANCE ADMINISTRATOR/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the revised job description for the Quality Assurance Administrator at Senior Services of Belmont County, effective March 9, 2025.

Senior Services of Belmont County

Job Title: Quality Assurance Administrator

Department: Administration

Supervised By: Director

Classification: Unclassified

Exemption Status: FLSA Exempt

Hourly Base Rate: Salaried Position

Essential duties, skills, responsibilities:

- Assists director with all agency operations.
- Provides leadership and guidance to other members of the administrative team at SSOBC responsible for strategic planning, compliance, development of best practices, management, and supervision. Works closely with the Fiscal Administrator responsible for all budgeting and financial regulations.
- Develops and manages policies and procedures for the agency by interpreting, implementing, and complying with Ohio Administrative Code, rules, regulations, and contracts. Trains and monitors staff as appropriate to assure compliance with all policies and procedures.
- Manages non-emergency medical transportation (NEMT) operations including supervising all employees.
- Acts as office manager. Provides direct supervision to office staff assigned to varying departments and functions within the agency.
- Develops and monitors efficient internal systems, plans for and implements improvements to existing internal processes, and ensures positive and efficient external communications.
- In conjunction with Fiscal Administrator, acts as point of contact for information technology at SSOBC.
- Performs all other administrative functions required by the position.

Minimum Work Characteristics & Expectations:

- Leadership and management skills that promote a positive culture.
- Ability to manage information technology.
- Knowledge of programs and issues affecting and related to seniors.
- Ability to promote teamwork among employees, and to encourage cooperation among departments.
- Ability to utilize conflict-resolution when needed.
- Demonstration of tact and professionalism when dealing with others (within or outside the agency).
- Ability to multi-task and communicate effectively both verbally and in writing.
- Demonstration of attention to detail, organizational skills, and timeliness.
- Flexibility as related to availability and work schedule.
- Ability to lift 50 pounds, stand, bend, twist.

Minimum Qualifications:

- Bachelor's degree in related field, five (5) years of experience in a managerial role, or combination of education and managerial experience equating to the same.
- Proficient computer skills. Proficiency in Microsoft 365, Google applications, and Publisher.
- Ability to obtain and retain all necessary certifications required of the position.
- Valid driver's license, insurability, safe driving record.
- Successful background check, drug screening.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING REVISED JOB DESCRIPTION FOR FISCAL ADMINISTRATOR/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the revised job description for the Fiscal Administrator at Senior Services of Belmont County, effective March 9, 2025.

Senior Services of Belmont County

Job Title: Fiscal Administrator
Department: Administration
Supervised By: Executive Director
Classification: Unclassified
Exemption Status: FLSA Exempt
Hourly Base Rate: Salary

Essential duties, skills, responsibilities:

- Manages budgets and financial regulations in collaboration with director.
- Assists director with the development, planning, and implementation of agency goals, objectives, policies, and rules.
- Manages all functions of the agency related to financial operations and staffing in all program areas (Nutrition, Non-Emergency Medical Transportation, Homemaking, Personal Care, and Senior Center Services).
- Supervises fiscal staff.
- Assists with the development of standards of performance for employees. Provides technical assistance and training to staff and other managers as required. Is responsible for ensuring safe and secure work environments.
- Establishes and completes processes for: payroll, employee attendance records, employee time off accruals and usage, procurement, purchasing, accounts payable, accounts receivable, inventory, contract evaluation, record maintenance, grant applications, and reporting and analysis for all fiscal operations of the agency.
- In conjunction with Quality Assurance Administrator, acts as point of contact for information technology at SSOBC.
- Ensures compliance with all applicable rules and regulations as prescribed by all governing and oversight agencies and departments.
- Establishes and maintains agency policies and procedures in line with the Collective Bargaining Agreement the Belmont County Policy Manual.
- Participates in all structural compliance reviews and audits from oversight entities. Prepares required documentation in an organized manner
- Participates in Labor-Management processes including negotiations.
- Provides oversight of office support staff as needed.
- Works directly with County's Human Resource department for all hiring processes, interviewing, and termination of employees.
- Attends and participates in meetings and trainings necessary to perform the duties of the position.
- Performs other duties as assigned.

Minimum Work Characteristics:

- Knowledge of government accounting.
- Leadership and management skills.
- Ability to multi-task and communicate effectively both verbally and in writing.
- Ability to demonstrate proficiency in operation of computers and other technology devices, including applicable software.
- Demonstration of attention to detail, organizational skills, and timeliness.
- Flexibility.

Minimum Qualifications:

- Bachelor's degree in accounting or related field, two (2) years of experience in financial environment, or combination of bachelor's degree and experience in governmental accounting.
- Computer skills.
- Valid driver's license, insurability, safe driving record.
- Successful background check, drug screening.

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 MURRAY, FULL-TIME FISCAL ADMINISTRATOR FROM PAY GRADE 8 MAX STEP TO PAY GRADE 12 STEP 3/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the move of Amanda Murray, full-time Fiscal Administrator from pay grade 8 max step to pay grade 12 step 3 at Senior Services of Belmont County, effective March 9, 2025.

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 WILLIAM MARINACCI, FULL-TIME QUALITY ASSURANCE ADMINISTRATOR FROM PAY GRADE 8 STEP 2 TO PAY GRADE 12 MINIMUM STEP /SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the move of William Marinacci, full-time Quality Assurance Administrator at Senior Services of Belmont County from pay grade 8 step 2 to pay grade 12 minimum step, effective March 9, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING APPOINTMENTS
TO THE OMEGA MEMBERSHIP AND OMEGA
EXECUTIVE BOARD FOR 2025**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following appointments to the OMEGA Membership and OMEGA Executive Board for 2025:

<u>OMEGA Membership</u>	<u>OMEGA EXECUTIVE BOARD</u>
J. P. Dutton, Commissioner	Jerry Echemann, Commissioner
Jerry Echemann, Commissioner	J. P. Dutton, Commissioner-Alternate
Vince Gianangeli, Commissioner	
Frank Shaffer, Belmont County Township Association President	
Larry Merry, Belmont County Port Authority Director	
Jackee Pugh, Belmont County Tourism Executive Director	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE QUOTE FROM
VISTA SG/RECORDS CENTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Vista SG in the amount of \$4,500.00 for relocation of the Vista program (scanning software capabilities and database) onto the new computer at the Belmont County Records Center.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ONE-YEAR RENEWAL
OF PREVENTATIVE MAINTENANCE AGREEMENT WITH LIMBACH/JAIL**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the one-year renewal of Preventative Maintenance Agreement #SPM30235-Automated Logic Controls Quarterly Inspection with Limbach in the amount of \$7,195.00 for the Belmont County Jail.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SALE WITH SERVICE AGREEMENT
FROM HUGHES OFFICE EQUIPMENT/EMA**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the sale with service agreement from Hughes Office Equipment for a new XEROX Versalink copier, in the amount of \$3,100.00, for the Belmont County EMA.

Note: LEPC funds will be used to cover the cost.

Upon roll call the vote was as follows:

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

Mr. Dutton said LEPC funds are state funds.

**IN THE MATTER OF APPROVING AND SIGNING THE LETTER
FROM VERIZON WIRELESS GIVING CONSENT FOR PROPOSED MODIFICATIONS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the letter from Verizon Wireless giving consent for proposed modifications to its equipment located on the tower on the premises of 56042 Saffell Church Road, Alledonia, OH.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE LICENSE AGREEMENT WITH EXERCISE INNOVATIONS, LLC FOR THE USE OF THE BINGOCIZE® GAME/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the License Agreement with Exercise Innovations, LLC, for a two-year term, for the use of the Bingocize® game, a proprietary health promotion program for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.

Note: This is for the enrichment of seniors and includes exercise, interaction, etc. Reimbursement will be received through Title III.



BINGOCIZE LICENSE AGREEMENT

This License Agreement (the "Agreement") is made by and between Exercise Innovations, LLC ("Licensor"), a Kentucky limited liability company, located at 2460 Krauss Ct, Owensboro, KY 42301, and the undersigned below ("Company") as of the date payment is made Company under this Agreement (the "Effective Date"). The Agreement together with Schedule 1 and the invoice forwarded to Company by Licensor, setting for the details of the purchase, (the "Invoice") will collectively be referred to as the "Agreement."

The parties agree as follows:

1. Definitions.

1.1 "Authorized Location(s)" means with respect to any Program, the corresponding authorized location(s) specified in Invoice forwarded to Company.

1.2 "Fees" means the fees for any Program as set forth in the Invoice, and any other expenses, charges or amounts to be paid by Company hereunder.

1.3 "Program" means the Bingocize® program described in Schedule 1, which consists of the relevant Program Services, Trademarks, Program Materials, and Licensor Services.

1.4 "Program Materials" means, all manuals, guides, forms, assessments, participant and leader documents or materials pertaining to the Program and any addition, modification, enhancement or update to any of the foregoing to be provided by Licensor to Company pursuant to this Agreement.

1.5 "Program Services" means, with respect to the Program, the services to be provided by Company to individual participants and facilitators in connection with the Program as described in Schedule 1.

1.6 "Licensor Services" means, with respect to the Program, the services to be provided by Licensor to Company in connection with the Program as set forth in Schedule 1 and this Agreement. For the avoidance of doubt, "Licensor Services" will not include "Program Services".

1.7 "Trademarks" means, with respect to the Program, the trademarks listed in Schedule 1 describing such Program, or any modified version thereof or substitute therefore.

2. License Grant.

2.1 Program Licenses. Licensor grants to Company, subject to Company's compliance with the terms and conditions of this Agreement, a non-exclusive, personal and non-transferable right and license: (a) to offer, promote, sell and provide the Program Services to individual participants at the Authorized Location(s) identified in the Invoice; (b) to use the Trademarks solely in connection with Company's offer, promotion, sale and provision of the Program Services; and (c) to access and use the Program Materials via the Internet for its internal purposes in providing the Program Services; and (d) to reproduce and use the Program Materials as reasonably required for Company's internal use.

2.2 Restrictions. Except as expressly permitted herein, Company will not: (a) offer, promote, sell, provide, distribute, rent, loan, sub-license, lease, distribute, or attempt to grant other rights to any Program Services, Trademarks, or Program Materials in whole or in part; (b) modify or adapt any Program, in whole or in part; or (c) translate, reverse engineer, make alterations to, decompile, disassemble, or make derivative works of or improvements based on any Program Materials. Company will not offer or provide the Program Services at any location other than the Authorized Location(s) identified in the Invoice.

2.3 Reserved Rights. All rights not expressly granted to Company under this Agreement are retained by Licensor.



3 Licensor Services.

With respect to the Program, Licensor will provide the Licensor Services for the Program as described in Schedule 1.

4 Payment.

4.1 Fees. Company will pay to Licensor the Fees for the Program as set forth in the Invoice. All Fees are nonrefundable.

4.2 Payments. Company will pay Licensor within 30 days of issuance of Invoice from Licensor. All payments will be made to Licensor at the address provided on the Invoice. Upon Company's failure to pay outstanding balances when due, Licensor may suspend the licenses granted to Company hereunder and/or the provision of Licensor Services to Company until such outstanding balances are paid or termination of this Agreement.

4.3 Taxes. Company will be responsible for the payment of all taxes associated with this Agreement (other than taxes based on Licensor's gross receipts or net income).

5 Term.

This Agreement will have a term of two years from the date that Invoice payment is received by Licensor from Company.

6 Company Obligations.

6.1 Program.

6.1.1 Company will actively and diligently offer and promote the Program Services. Company will provide the Program Services in accordance with the Program Materials, and leader training services provided by Licensor, the terms and conditions of this Agreement and any directions provided by Licensor to Company. Company will carry out the Program Services with a high degree of professionalism, due diligence, care and efficiency so as to promote the purpose of Licensor and the Program. Company will comply with the Company obligations set forth in Schedule 1 and with all laws, statutes, ordinances, administrative orders, rules or regulations relating to or arising out of Program Services or the participants therein. Company will bear all costs relating to its offer, promotion, sale and provision of the Program Services.

6.1.2 Company shall always maintain the quality of the Program Services at a level satisfactory to the Licensor.

6.1.3 Company agrees to share with Licensor all analyses, reports, information and materials derived or developed from the Program Services. Company will provide Licensor with a copy of any proposed publication or presentation relating to information derived from the Program Services prior to submission for publication or presentation, and any such publication or presentation shall be subject to review and approval by Licensor and its research partners. Company will properly acknowledge Licensor in all publications or presentations resulting from the Program Services.

6.2 Use of Trademarks.

6.2.1 Licensor shall provide Company with Brand Guidelines, which set forth the standards for the use of the Trademarks. The Company shall use the Trademarks in connection with the Program Services in a manner consistent with the Brand Guidelines. Upon request by Licensor, the Company shall provide representative samples of any promotional materials, literature, or advertising prepared by or for the Company that are intended for use in connection with the Program Services that display a Trademark. Each Trademark shall always be identified by use of the federal registration symbol, ®, as a subscript or superscript associated with such Trademark at least once in connection with each publication of the mark.

6.2.2 The Trademarks shall further be used only in conformance with the following



policies: (a) the Trademark is a proper adjective and should be followed by generic terms, e.g., Bingocize® program; (b) the Trademark should always be set off from surrounding text by using initial capital letters, all capital letters, quotation marks, italics or other different type font, or the logo form of the Trademark; (c) the Trademark should never be pluralized; (d) the Trademark should not be used in the possessive form; and (e) the Trademark is not a verb.

6.2.3 Company shall not alter the nature or design of any Trademark in any way and shall not use any Trademark in the creation of a composite mark or associate it with another name or trademark used by Company, unless prior written consent is obtained from Licensor. Company agrees not to re-brand the Program Services or use any other names or trademarks in connection with the Program Services. Company will at no time adopt or use, without Licensor's written consent, any word or mark which is likely to be similar to or confusing with the Trademarks.

6.3 Participant Assessments.

6.3.1 Company agrees to use its best efforts to conduct a pre and post assessment of all participants who complete the Program and provide the results of these assessments to Licensor.

7 Limited Warranty; Disclaimer.

7.1 Warranty. Licensor and Company each warrant that: (a) it has full power and authority to enter into this Agreement; (b) its properly authorized agents, officers, and/or directors have reviewed, understood, approved, and ratified this Agreement; and (c) its duly authorized representatives have executed this Agreement.

7.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, LICENSOR MAKES NO OTHER WARRANTY RELATED TO THE PROGRAMS SERVICES, OR THE RESULTS THEREOF, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR ARISING BY TRADE USAGE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8 Limitation of Liability.

8.1 Company acknowledges and agrees that: (a) that the medical, clinical, and general wellbeing of the participants in the Program Services are under its sole control and are its sole responsibility; and (b) Company will be responsible for the acts or omissions of its employees.

8.2 IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH PROGRAMS OR LICENSOR SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF COMPANY'S USE, OFFER, PROMOTION, SALE OR PROVISION OF, OR INABILITY TO USE, OFFER, PROMOTE, SELL OR PROVIDE, THE PROGRAMS SERVICES, IN WHOLE OR IN PART, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. FURTHER, IN NO EVENT WILL LICENSOR'S ENTIRE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID BY COMPANY TO LICENSOR UNDER THIS AGREEMENT.

9 Indemnification.

To the extent permitted by law, Company agrees to indemnify, defend and to hold harmless Licensor, and Western Kentucky University ("WKU"), the owner of the trademark and copyrights which are the subject of this Agreement and which are licensed to Licensor, from and against any and all claims, demands, actions, loss, liability, damage, cost or expense (including without limitation reasonable attorney's fees) resulting from



Company's: (a) any use, promotion, offer, sale or provision of the Program or Licensor Services provided hereunder; (b) any actual or alleged violation of any law, statute, ordinance, administrative order, rule or regulation relating to or arising out of the Program or Licensor Services provided or to be provided by Company or participant information provided by Company to Licensor, including any violation of privacy laws; (c) any personal injury, death or property damage caused by Company or its employees, agents or contractors; or (d) any negligence or willful misconduct by Company or its employees, agents or contractors. This indemnification will exclude claims for bodily injury or damages to tangible personal property proximately caused by the gross negligence or willful misconduct of Licensor. Licensor may participate in the defense or settlement of the claim at its own expense.

10 Intellectual Property.

10.1 Licensor's Rights to License. The Licensor represents and warrants that it has obtained the necessary rights and permissions to license the Programs (including the Trademarks and the copyright to the Program Materials) from WKU, through a valid and binding agreement. The Licensor's authority to grant this license is derived from such an agreement, ensuring that the Licensor has the lawful right to sublicense the Programs to Company under the terms specified herein.

10.2 Ownership. Company acknowledges that the Trademarks and copyrights to the Program Materials, being licensed under this Agreement are owned by WKU and not by the Licensor. The licensor's rights are limited to those obtained through the agreement with WKU. Company agrees that all rights, title, and interest in and to the Trademarks and copyrights to the Program materials remain with WKU. Company will not at any time do, or cause to be done, any act or thing in any way impairing or tending to impair any part of such right, title, and interest, and will not challenge the validity of the Trademark or copyright to the Program Materials, or WKU's ownership of the Program or Program Materials or Trademarks. Company shall not in any manner represent that it has any ownership in the Programs, Program Material or Trademarks. The Company acknowledges that use of the Trademark shall not create in Company's favor any right, title, or interest in or to the Trademark, but that all uses of the Trademark by the Company shall inure to the benefit of the Licensor, and thus WKU.

10.3 Program Modifications. In the event that Company requests any modification of any Program, Program Materials, or Trademarks, including without limitation as set forth in Schedule 1, and Licensor makes or permits such modification (each a "Modification"), WKU will have and retain all right, title and interest in and to the Modification, including without limitation all copyright, trademark, patent, trade secret and other intellectual property and proprietary rights therein. To the extent that Company or any of its employees, agents or contractors has any right, title or interest to such Modification, Company agrees to assign, and hereby assigns, and to ensure that its employees, agents and contractors will assign, exclusively to WKU, all right, title and interest in and to such Modification including without limitation all copyright, trademark, patent, trade secret and other intellectual property and proprietary rights therein in any U.S. or foreign jurisdiction (including without limitation applications or registrations for any of the foregoing and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof). Company agrees to execute, acknowledge, deliver and cause to be duly filed, will ensure that its employees, agents and contractors will execute, acknowledge, deliver and cause to be duly filed, all such further instruments and documents and to do all such other acts and things, as may be requested by Licensor from time to time to secure and preserve Licensor's rights hereunder, or to enforce, defend or confirm Licensor's right to exploit those rights. Company also agrees not to assert, and will ensure that its employees, agents and contractors will not assert, any moral rights under applicable law with regard to any Modifications. All submissions, suggestions, or concepts for any error corrections, upgrades, updates, additions, modifications or enhancements of the Program, in whole or in part, become the property of WKU.



11 Modification of Trademarks.

Company acknowledges that, from time to time and without prior notice to Company, it may be necessary or desirable for Licensor to modify certain elements of the Trademarks, to add additional elements to the Trademarks, to discontinue use of some or all of the elements of the Trademarks or substitute a new Trademark. Accordingly, Licensor does not represent or warrant that the Trademarks or any elements thereof will be maintained or used in any particular fashion. Any new elements or modifications to existing elements used by Licensor following the execution of this Agreement will supersede and replace the Trademarks specified in the applicable Schedule.

12 Exclusion for Unauthorized Actions.

Licensor will have no liability or obligation under any provision of this Agreement to the extent attributable to any:

- (a) misuse, neglect or accident by Company or force majeure;
- (b) alterations or additions to the Program any portion thereof not provided by Licensor;
- (c) Company's failure to comply with any written directions provided by Licensor;
- (d) use or provision of the Program in conflict with, or in contravention of, the Program Materials; or
- (e) any act or omissions of Company, its employees, contractors or agents in breach of this Agreement.

13 Termination.

13.1 Termination for Breach. Any party may terminate this Agreement immediately upon written notice for material breach of this Agreement by another party, provided that such breach remains uncured thirty days after written notice is provided to the breaching party at the address provided in the below signature blocks.

13.2 Termination for Insolvency. Any party may terminate this Agreement immediately upon written notice to the other party, in the event that the other party becomes insolvent, files for any form of bankruptcy or becomes the subject of any involuntary proceeding relating to insolvency, liquidation, receivership or composition for the benefit of creditors if such proceeding is not dismissed within 60 days of filing, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of the assets, or ceases to conduct business (other than in connection with an assignment permitted under Section 14.1) or an equivalent act to any of the above occurs under the laws of the jurisdiction of each party.

13.3 Immediate Termination. Notwithstanding Section 13.1, Licensor may terminate this Agreement upon written notice to Company if Company violates the scope or limitations on its license set forth in Section 2 or if its license with WKU is terminated.

13.4 Effect of Termination. Upon termination by any party for any reason: (a) all licenses granted hereunder will automatically terminate; (b) Company will promptly cease and desist from promoting, offering, selling and providing the Program Services; (c) remove from its equipment, records and files and return to Licensor or destroy, as directed by Licensor, all copies of Program Materials.

14 Miscellaneous.

14.1 Assignment. Company shall not assign or transfer this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, without the prior written consent of Licensor. Any attempted assignment, transfer, or delegation in contravention of this Section of the Agreement will end at our option and will void the Agreement. This Agreement will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns. This Agreement is freely assignable by Licensor.

14.2 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. Unless



otherwise prohibited by law or policy, the parties agree that an electronic copy of the signed Agreement, or an electronically signed Agreement, has the same effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term "electronically signed agreement" means an agreement that is executed by applying an electronic signature using technology approved by the parties. For purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto, will be deemed to be an original.

14.3 Force Majeure. Licensor will not be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes, embargo, civil or military authority, act of God, changes in law, regulation or governmental policy, or suppliers, communication or transportation difficulties or delays, or other causes beyond its reasonable control.

14.4 Waiver. No waiver of any breach of any provisions of this Agreement will be effective unless made in writing and signed by each of the parties to this Agreement. Each party agrees that no failure or delay by the other party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Waiver of any breach of any term or condition of this Agreement will not be deemed a waiver of any prior or subsequent breach.

14.5 Headings. The headings used herein are for identification and reference purposes only and will not be used in the construction and interpretation of this Agreement.

14.6 Notices. All notices and other communications pursuant to this Agreement will be in writing and deemed to be sufficient if contained in a written instrument and will be deemed given if delivered personally, via facsimile, sent by nationally- recognized overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, addressed to the party at the addresses set forth on the signature blocks of this Agreement. Either party may from time to time change such address by giving the other party notice of such change in accordance with this Section.

14.7 Relationship Between the Parties. Licensor will be permitted to include Company's name in a list of customers for promotional and marketing materials. This Agreement creates no joint venture, partnership, employment relationship or agency between the parties and all parties are acting as independent contractors. Neither party shall have the authority to bind the other party. This Agreement is not intended to confer on any third-party benefits, rights or remedies.

14.8 Severability. If any provision of this Agreement is held to be invalid or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity or unenforceability and the remainder of such provision, and the remaining provisions of this Agreement, will be given full force and effect.

14.9 Survival. The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance hereof by the parties will so survive the termination of this Agreement.

14.10 Governing Law. Unless prohibited by law, this Agreement will be governed and interpreted under the laws of the State of Kentucky, excluding its principles of conflict of laws. Unless Company is prohibited by law from agreeing to jurisdiction outside of its own state, the parties agree that the exclusive forum for any action or proceeding will be in courts located in Warren County, Kentucky. The parties further consent to the jurisdiction of the state and federal courts located in Warren County, Kentucky.



IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the Effective Date.

Exercize Innovations, LLC

By Dr. K. Jason Crandall
(Authorized Signature)
Name Dr. K. Jason Crandall
(Type or Print)
Title President

Address 2460 Krauss Court

Owensboro, Ky. 42301

Date _____

BELMONT CO. COMMISSIONERS

Company X NADA

By Jerry Echemann & Vince Gianangeli
(Authorized Signature)
Name J.P. DUTTON - PRESIDENT
(Type or Print)
Title JERRY ECHEMANN - VICE-PRESIDENT
VINCE GIANANGELI - MEMBER

Address 101 W MAIN ST

ST. CLAIRSVILLE, OH 43950

Date 3-5-2025

Upon roll call the vote was as follows:

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

Lisa Kazmirski, SSOBC Executive Director, explained Bingocize is an interactive activity at the senior centers. It incorporates exercise and healthy eating habits. The senior center coordinators and senior center drivers are becoming certified to provide those things so they don't have to pay someone to come in to provide them. Since Bingocize is a trademark program they can seek reimbursement through Area Agency on Aging Region 9 which amounts to \$8,000 to \$10,000. Ms. Kazmirski said there are ten senior centers that are staffed in Belmont County. The 11th center in Glencoe is run by volunteers. Ms. Kazmirski said they encourage the centers to join with other centers for trips and activities. Mr. Dutton said the program is one of the best in the state and this is due to the Belmont County taxpayers.

IN THE MATTER OF ADOPTING THE FINAL RESOLUTION

**FOR FUNDING OF UTILITY RELOCATION WORK FOR
PROJECT BEL-70-9.35**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the Final Resolution for funding of utility relocation work and sign the contract with the Ohio Department of Transportation for Project BEL-70-9.35 for the reconstruction of the IR 70 and SR 149 interchange.
Note: Revised estimated project cost is \$195,476.79 (including any additional costs). Original estimated project cost was \$355,190.00. This will be paid from the Capital Improvement Funds N-14 and N-22.

(Resolution/Ordinance No. **12324**)

PID No. **120547**

FINAL RESOLUTION FOR FUNDING OF UTILITY RELOCATION WORK

The following Final Resolution is enacted by the Board of County Commissioners, County of **Belmont, Ohio**, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, the Director of Transportation has identified the need for the planning and the construction or improvement of Interstate Route 70 in Belmont County for the described project (BEL 70-9.35-PID 120547);

Interstate 70 and State Route 149 interchange upgrade (BEL 70-9.35, PID 120547, Design Build Project) reconstruct IR-70 mainline structures to enable widening of State Route 149, reconstruct and widen ramps to/from IR-70; reconstruct and widen SR 149 from a two-lane section to five (or more lanes up to and extending beyond existing commercial drives, and design and construct other necessary safety improvements along State Route 149 in Belmont County and other related improvements including the relocation of Reco Drive.

WHEREAS, the above-described roadway project requires the removal, relocation or adjustment of existing storm sewer system and water line facilities located within the existing SR 149 right of way that are under the jurisdiction or control of the LPA; and

WHEREAS the existing effected utility facilities are located within the State Route 149 right of way under a right of way permit; and

WHEREAS, the project work for the relocation or adjustment of the utility facilities is described as follows:

The project consists of utility improvements along **Belmont-Morristown Road (S.R. 149) from S.L.M. 23.56 to S.L.M. 24.16 by adding a sanitary sewer and water distribution main including but not limited to pipe removal and replacement, watermain upgrades, valve box adjusted to grade, and hydrant upgrades, lying within Belmont County (hereinafter for purposes of this Resolution and the within referenced LPA Contract) "the Project;" and**

WHEREAS, the work for this part of the project includes all materials, equipment, labor, contract administration and any other effort required to perform the relocation, construction and/or removal of the above-mentioned utility facilities; and

WHEREAS, it is deemed to be in the public interest for the State of Ohio, Department of Transportation to include this utility relocation Project Work within ODOT's IR-70/S.R. 149 Interchange and improvement project and for the LPA to cooperate with the Director of Transportation in the above-described project as follows:

PID No. 120547

The County agrees to assume and bear one hundred percent (100%) of the entire cost of the utility's relocation improvements identified as "the Project" less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of **One Hundred Ninety-Five Thousand Four Hundred Seventy-Six and - - - 79/100 Dollars, (\$195,476.79)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said utility improvements shall correspond with the stated percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation's plans and specifications and an estimate of cost and expense for the above-described utility relocation Project have been made and reviewed by both the State and the LPA and have been approved for inclusion in the state highway construction project; and

WHEREAS, The LPA desires the Director of Transportation to include the above-mentioned utility relocation work within the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **One Hundred Ninety-Five Thousand Four Hundred Seventy-Six and - - - 79/100 Dollars, (\$195,476.79)** is hereby appropriated for above-described utility relocation improvement to be made within the State's highway improvement project; and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said utility relocation improvement. The LPA hereby agrees to assume in the first instance, the share of the cost and expense of the above-described utility relocation improvements over and above the amount to be paid from Federal funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with including the utility relocation work within the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **President of the Board of County Commissioners** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for the described utility relocation portion of the project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Final Resolution.

PID No. 120547

This is to certify that we have compared the foregoing copy of the Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 5th day of MARCH, 2025, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume 110, at Page N/A, and under date of MARCH, 2025.

The Board of County Commissioners
County of Belmont, Ohio

APDA

President

Jean Edwards
County Commissioner

Vince Kavanagh
County Commissioner

Bonnie Bismak

Clerk (Secretary Ex-Officio)

SEAL (If Applicable)

PID No. 120547

FISCAL OFFICER'S CERTIFICATE
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$195,476.79** required for the payment of the cost other than that thereof assumed by the Federal Government, for the improvement of that portion of **I.R. 70 - 9.35**, more particularly described as follows:

The project consists of utility improvements along Belmont-Morristown Road (S.R. 149) from S.L.M. 23.56 to S.L.M. 24.16 by adding a sanitary sewer and water distribution main including but not limited to pipe removal and replacement, watermain upgrades, valve box adjusted to grade, and hydrant upgrades, lying within Belmont County; and

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied, placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the Board of County Commissioners of Belmont County, Ohio, after said Board passed the Final Resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said Board of Commissioners, namely:

Board of County Commissioners 's Journal, Volume 110, at Page N/A.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this 5th day of MARCH, 2025.

(Fiscal Officer's Seal)
(If Applicable)

Cindi A. Henry, J.D.
Fiscal Officer of the
Board of County Commissioners
Belmont County, Ohio

LPA CONTRACT FOR PAYMENT OF UTILITY RELOCATION COSTS

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of County Commissioners, County of Belmont, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; Ohio Revised Code Section 5501.31 allows for any government agency to contribute a portion of the cost of the construction, widening, or improvement of a state highway project; and the LPA is authorized under Ohio Revised Code Section 6103.02 to enter a contract with the STATE for the repair or relocation of its public water supply or sewer facilities as determined to be in the interests of the county; and

WHEREAS, through the enactment of a Final Resolution, the LPA and the STATE have agreed to cooperate in the inclusion of the below-described utility relocation work within the STATE highway project described as:

Safety improvements along State Route 149 in Belmont County and other related improvements within the IR 70/State Route 149 interchange upgrade project, PID 120547.

; and

WHEREAS, through the enactment of the Final Resolution, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the below-described utility relocation work; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the Final Resolution, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the utility relocation work to be included within the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 together with Sections 5501.31 and 6103.02 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract as a portion of the above-described state highway improvement project shall consist of the following:

The project consists of utility improvements along Belmont-Morristown Road (S.R. 149) from S.L.M. 23.56 to S.L.M. 24.16 by adding a sanitary sewer and water distribution main including but not limited to pipe removal and replacement, watermain upgrades, valve box adjusted to grade, and hydrant upgrades, lying within Belmont County.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the utility relocation work of the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.

4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project for the below-described utility relocation work in the amount of **One Hundred Ninety-Five Thousand Four Hundred Seventy-Six and - - - - 79/100 Dollars, (\$195,476.79).**
5. **The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required for fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract for the within-described utility relocation work until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees it will apply for and obtain a new or updated right of way permit under Ohio Revised Code Section 5515.01 for the relocated portion of the within-described utilities.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures to include the within-described utility relocation work.
2. The LPA agrees:
 - A. To maintain the relocated utilities in accordance with the provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116;
 - B. To make ample financial and other provisions for such maintenance of the relocated facilities after completion and acceptance of the highway project;

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interpretation of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows

Board of County Commissioners
County of Belmont
101 West Main Street
St. Clairsville, Ohio
43950

Ohio Department of Transportation
Office of Contract Sales & Estimating
1980 West Broad Street, 4th Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

SEAL
(If Applicable)

**OHIO DEPARTMENT OF
TRANSPORTATION**

LOCAL PUBLIC AGENCY
Board of County Commissioners
County of Belmont

Director of Transportation

APD

President

Jerry Robinson

County Commissioner

James Gianangeli

County Commissioner

3/5/25

Date

Approved:
Dave Yost
Attorney General of Ohio

By: _____
Corinna Efke
Unit Coordinator, Transportation
Executive Agencies Section

Upon roll call the vote was as follows:

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

Mr. Dutton said water and sewer infrastructure needs to be moved.

UNDERSTANDING RE: LUNCH PERIOD/BCDJFS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the Memorandum of Understanding re: lunch period for the Belmont County Department of Job and Family Services.

DocuSign Envelope ID: E275F99F-6860-4FDD-8624-9623F6D47282

Memorandum of Understanding

Lunch Period

This Memorandum of Understanding is necessitated due to a recommendation from the Auditor of State below.

Federal Indirect Payroll

Article 24 of the County Department of Job and Family Services Union Contract states in part that, the standard unpaid lunch period shall be one (1) hour, but can be reduced to one half (1/2) hour by agreement between the employee and his/her immediate supervisor.

Testing performed found one out of sixty employees were not taking a lunch which resulted in this employee receiving overtime.

This could result in unallowable expenditures being charged to programs administered by the County Department of Job and Family Services.

The County Department of Job and Family Services should ensure employees are taking unpaid lunches in accordance with their Union contract.

The following shall be inserted in Article 24, Section 24.1 and read as follows"

".....The standard unpaid lunch period shall be one (1) hour but can be reduced to one-half (1/2) hour by agreement between the employee and his/her immediate supervisor. IN THE EVENT THAT A WORKER IS UNABLE TO TAKE A LUNCH PERIOD (E.G., IN COURT, REMOVING/PLACING A CHILD, TRANSPORTING A CHILD, ETC.) THEY ARE TO NOTIFY THEIR IMMEDIATE SUPERVISOR (OR ADMINISTRATOR OR DIRECTOR IF THEIR IMMEDIATE SUPERVISOR IS UNAVAILABLE) FOR APPROVAL TO FLEX THEIR SCHEDULE OR EARN OVERTIME...."

For the Union

Signed by: Breen Manally 2/26/2025

Amy Slater 2/26/2025

Lacey M Paxton 2/26/2025

For the Employer

Executed by: Jeffery Fulton 2/26/2025

[Signature]

Jerome Echemann

James Gianangeli

Upon roll call the vote was as follows:

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

MEETINGS HELD BY THE BELMONT COUNTY COMMISSIONERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve expenditures of public funds for refreshments for various meetings held by the Belmont County Commissioners.

Note: Ohio Auditor of State Bulletin 2003—05 and Attorney General’s Opinion No. 82-006 allows for such expenditure of public funds.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION DECLARING MARCH MULTIPLE SCLEROSIS AWARENESS MONTH

Motion made by Mr. Dutton seconded by Mr. Echemann to adopt the resolution declaring March Multiple Sclerosis Awareness Month.

***RESOLUTION DECLARING
MARCH***

MULTIPLE SCLEROSIS AWARENESS MONTH

WHEREAS: Multiple Sclerosis is a chronic, often disabling disease that attacks the central nervous system, which consists of the brain, spinal cord, and the optic nerves. Common symptoms of this disease include but are not limited to, fatigue, vision problems, depression, numbness, and difficulty in walking to mention only a few. Multiple Sclerosis affects young to middle-aged adults. The unpredictable physical and emotional effects of Multiple Sclerosis vary from person to person and can be lifelong; and

WHEREAS: Most people with multiple sclerosis are diagnosed between the ages of 20-50, in the prime of their life. Multiple Sclerosis symptoms can affect a person's employment and their families. Research has been conducted and indicated twice as many women compared to men contract the disease. It is further documented men will show signs of the disease in progression at a quicker rate than women; and

THEREFORE: It is imperative for the citizens of Belmont County to broaden their awareness regarding what it means to live with Multiple Sclerosis and to understand better the complexities that come along with living with such an unpredictable disease. Multiple Sclerosis strikes a new person virtually every hour in the United States, however it may take an extended amount of time for one to be diagnosed with the disease; and

WHEREAS: Advances in the research and treatment are undergoing and provide hope to those affected by the disease through donated research dollars; and

WHEREAS: There’s no cure for multiple sclerosis, but treatment can make the condition easier to live with. In the last 30 years, the U.S. Food and Drug Administration (FDA) has approved more than 15 prescription drugs that suppress MS attacks or relapses, some by as much as 80%. These are known as “disease-modifying” drugs because they change the course of Multiple Sclerosis. Thanks to these prescription drugs, the outlook for many people diagnosed with MS is much more favorable than once before; and

WHEREAS: According to the National Multiple Sclerosis Society, nearly 1 million people are living with Multiple Sclerosis in the United States, according to a study funded by the National MS Society. This is more than twice the original estimate and means solutions for Multiple Sclerosis are now twice as important; and

WHEREAS: It shall be acknowledged on March 2, 2006, Ohio House Bill 379 was signed into law by Ohio Governor Bob Taft. Ohio House Bill 379 made Ohio the first state in the nation to designate an entire month recognizing the battle against Multiple Sclerosis. The signing of the bill now has become a permanent law in the State of Ohio.

NOW THEREFORE: At this time we the Commissioners of Belmont County as one of the eighty-eight counties in the State of Ohio do hereby recognize and proclaim the month of March as being Multiple Sclerosis Awareness Month, and we the urge all citizens to join in the effort and recognition along with the support of the National Multiple Sclerosis Society to raise awareness and funding for the worthwhile effort and display support to an individual who may have the disease.

Adopted this day the 5th of March, 2025.

Upon roll call the vote was as follows:

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

Edward Hale, Carroll County, spoke about Multiple Sclerosis. He was diagnosed with it in 2006. Mr. Hale explained it is a neurological disease that has no known cause and no cure. There is medicine that can help manage side effects of the disease. There is various forms of multiple sclerosis and it affects individuals in different ways. In 2006 House Bill 379 proclaimed March Multiple Sclerosis month in Ohio.

Drought Assistance-Hannah Ulrich, Belmont County Soil and Water District Program Administrator, explained the program through the state that is allocating relief to farmers for draught relief. Ms. Ulrich said, “Belmont County got the second most amount of money throughout the program, through Representative Jones’ office’s efforts. We are going to be getting \$900,000 to distribute to Belmont County residents that were affected by the drought. None of that money will be retained by us. It’s all for the people, so if you signed up for the FSA (Farm Service Agency) money, you are automatically qualified for this money and we want you to have it.” Ms. Ulrich noted as of last Wednesday the county is out of the drought, but still abnormally dry.

OPEN PUBLIC FORUM-Frank Shaffer, Township Trustee Association President, said he appreciated Commissioner Dutton reaching out to the City of St. Clairsville on their request for funding for a water project from the Commissioners. Mr. Dutton said he is sympathetic to the issue. They try to find joint projects, but can’t provide direct funding assistance. This was explained to the mayor on two different occasions. Different information was taken back to the council and Mr. Dutton wanted to correct that. Mr. Gianangeli noted the county only keeps 15% of the Local Government Funds, they can keep up to 50%. Mr. Dutton said only a small portion of property taxes goes into the General Fund. He said the Commissioners’ core responsibility is to take care of the county’s need first and that they are very cautious with the taxpayer dollars.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:16 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, discipline and dismissal of public employees and ORC 121.22(G)(4) Collective Bargaining Exception.

Upon roll call the vote was as follows:

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

Lisa Kazmirski, SSOBC Executive Director, present for a portion of executive session.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:38 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:38 p.m.

Upon roll call the vote was as follows:

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

March 5, 2025

Mr. Dutton said as a result of executive session there are two motions to be considered at this time.

**IN THE MATTER OF HIRING RICHARD MALESKI
AS PART-TIME OPERATOR OF RECORD/WATER & SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Richard Maleski, part-time Operator of Record at Belmont County Water and Sewer District, effective March 9, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING CHELSEA WALLS AS
FULL-TIME DEPUTY CLERK FOR NORTHERN DIVISION COURT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Chelsea Walls as full-time Deputy Clerk for the Belmont County Northern Division Court, effective March 9, 2025.

Upon roll call the vote was as follows:

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

RECESS

Reconvened at 1:45 p.m. with no further business to be had.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:45 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:45 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 12th day of March, 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