

St. Clairsville, Ohio

April 9, 2025

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

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

IN THE MATTER OF APPROVING RECAPITULATION
OF VOUCHERS FOR THE VARIOUS FUNDS

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

IN THE TOTAL AMOUNT OF \$1,941,346.76

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-0042-A002-J00.002 Salary	E-0040-A002-G02.002 Salaries-Employees	\$33,692.80
E-0042-A002-J02.003 PERS	E-0040-A002-G08.003 PERS	\$4,728.98
E-0048-A002-K05.000 Other Expenses	E-0048-A002-K03.012 Equipment	\$5,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0051-A001-A28.000 Other Expenses	\$16,927.00

**For the Belmont County Regional Airport Authority- Matching grant application funds for the Ohio Airport Improvement Program for General Aviation Airports*

E-0051-A001-A28.000 Comms-Other Expenses	E-0257-A015-A15.074 Transfers Out	\$2,366.43
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1st. Qtr. 2025 Reimbursement- WIC Utilities

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S71.000 Education/Recreation	\$1,200.00

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT FUND

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.000 HSA Fund	\$122.52

April Hospitalization- Additional/Contribution Catch Up

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-0257-A015-A15.074 Transfers Out	R-2210-E001-E10.500 Other Receipts	\$2,366.43

1st. Qtr. 2025 Reimbursement-WIC Utilities

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

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
HOSPITALIZATION CHARGEBACKS FOR MARCH AND APRIL 2025

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

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	20,550.38
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	18,707.06
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	50,324.06
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	3,820.22
E-1510-W081-P07.006	DRETAC-PROSECUTOR	R-9891-Y091-Y01.500	5,269.50
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,449.28
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	1,910.11
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091-Y01.500	1,910.11
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	5,269.50
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	19,628.72
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	724.64
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	6,718.78
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	3,820.22
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	18,179.44
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	183,883.36
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	199,505.52
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	19,628.72
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	3,820.22
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	0.00
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	61,049.40
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	14,886.84
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	3,820.22
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	101,495.50
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	9,409.64
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	3,820.22
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	1,449.28
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,820.22
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	59,874.61
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,449.28
WATER DEPARTMENT			
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	80,042.01
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	28,217.54
COUNTY HEALTH			
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	5,803.16
E-2238-F090-F01.002	Public Health WorkForce (WF)	R-9891-Y091-Y01.500	1,458.96
E-2239-091-F01.002	Enhanced Operations (EO)	R-9891-Y091-Y01.500	2,152.85
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	29.84
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	3,260.68
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	318.82
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	1,439.78
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	1,712.49
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	424.97
E-2241-F093-F07.002	Adolescent Health Resil (AH)	R-9891-Y091-Y01.500	2,141.68

E-2243-F095-F07.002	Body Art	R-9891-Y091-Y01.500	0.00
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	36.24
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	2,040.84
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	5,808.77
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	382.72
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	10.34

JUV COURT/GRANTS

E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	2,898.56
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	3,820.22
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	3,820.22
TOTALS			972,015.74

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF ADDITIONAL FUNDS
FOR HSA CHARGEBACKS/APRIL 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional transfer of funds for HSA 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	33.75
E-2812-K000-K20.006	ENGINEER	R-9891-Y091-Y12.500	88.77
E-3702-P005-P31.000	WWS#3	R-9891-Y091-Y12.500	156.27
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	122.52
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	33.75
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	88.77
TOTALS			523.83

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 April 9, 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 MARCH 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 March 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE MONTHLY FINANCIAL REPORT FOR MARCH 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 Auditor’s Office:

- Monthly Financial Report for the month of March 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:

DJFS-Hollee Goudy and Peggy Kurtz to Cambridge, OH, on April 22, 2025, to attend the LTC meeting. Estimated expenses: \$100.00.

HR DEPARTMENT-Erin McVay to Granville, OH, on April 11, 2025, to attend the annual CLCCA quarterly meeting. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 2, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATIONS/ANIMAL SHELTER

Motion to acknowledge receipt of \$9,765.86 in unspecified donations to the Belmont County Dog and Kennel fund for the fourth quarter of 2024, as follows: \$2,731.84 for October, \$1,127.00 for November and \$5,907.02 for December.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATIONS/ANIMAL SHELTER

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge receipt of \$31,763.39 in unspecified donations to the Belmont County Dog and Kennel fund for the first quarter of 2025, as follows: \$19,542.85 for January, \$4,129.00 for February and \$8,091.54 for March.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING ESTIMATE #9336 FROM FLAG FLOORS OF BARNESVILLE, LLC/COMMISSIONERS’ OFFICE STAFF AREA

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve estimate #9336 from Flag Floors of Barnesville, LLC in the amount of \$3,929.76 to replace carpet in the Commissioners’ office staff area.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL FROM ALLIED INFOTECH CORPORATION/RECORDS CENTER

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve proposal from Allied Infotech Corporation, in the discounted service rate of \$254.00 for preventative cleaning maintenance on the microfilm scanner at the Belmont County Records Center.

Note: Parts additional if needed.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL #4698 AND TERMS AND CONDITIONS FROM LAROCHE TREE SERVICE, INC/OAKVIEW JUVENILE CENTER

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve proposal #4698 and term and conditions from LaRoche Tree Service, Inc., in the amount of \$3,270.00, to remove a large dead tree at the Belmont County Oakview Juvenile Center.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE OWNER-CONSULTANT AGREEMENT
WITH NEW RIVER ENGINEERS, INC/RECORDS AND HEALTH DEPARTMENT BUILDING**
Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Owner-Consultant Agreement with New River Engineers, Inc., for Material Testing and Special Inspections for the Belmont County Records and Health Department Building Project in the not to exceed amount of \$122,750.00.
Note: All costs are time and material.

OWNER-CONSULTANT AGREEMENT

Owner:	Board of Commissioners of Belmont County, Ohio 101 West Main Street St. Clairsville, Ohio 43950	Consultant:	New River Engineers, Inc. 3041 University Avenue, Suite 6 Morgantown, WV 25015
Owner's Designated Representative:	Bonnie Zuzak, Clerk bzuzak@belmontcountyohio.org	Consultant's Designated Representative:	Joshua D. Cook, PE, PMP jdc@nrceiwr.com
Project:	Records Building and Health Department Building Project	Scope:	Material Testing and Special Inspections

The Consultant was selected by the Owner following the qualification-based selection process required by Ohio Revised Code Sections 153.65, et seq. to provide professional design services to the Owner.

Owner and Consultant hereby agree as set forth below:

Article 1 — Consultant's Responsibilities

§ 1.1. **Scope of Work.** Consultant will provide the Services set forth in this Agreement and the Consultant's Proposal dated April 3, 2025, and attached hereto as **Exhibit A**, [the "Consultant's Services"].

§ 1.2. **Additional Services.** Services of the Consultant beyond those provided in Section 1.1 shall be performed only upon execution of a written, signed Amendment to this Agreement.

§ 1.3. It is anticipated that the Project will be funded in part, through the American Rescue Plan Act ("ARPA") and will be subject to compliance with the requirements for ARPA funded projects. Accordingly, the Uniform Guidance Appendix II to Part 201 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards shall apply. Federal Contract Provisions are attached as **Exhibit B**.

§ 1.4. **General.**

§ 1.4.1. As soon as practicable after the date of this Agreement, Consultant shall submit to the Owner a schedule of Consultant's services. The schedule of Consultant's services shall include all milestone dates, anticipated dates when design reviews may occur, and allowances for periods of time required for the Owner's review, and approval of submissions by authorities having jurisdiction over the Project. If at any time Consultant believes the time for the completion of any component of the Project or any milestone will be exceeded, Consultant will promptly notify the Owner in writing of the situation and work with the Owner to develop alternatives for maintaining the schedule for the applicable component of the Project.

§ 1.4.2. Consultant shall manage the Consultant's services, consult with the Owner, coordinate with the Owner's Designated Representatives, attend meetings as requested by the Owner, and report progress to the Owner.

§ 1.4.3. In providing services under this Agreement, the Consultant shall comply with all federal, state, and local laws, regulations, and orders applicable to the Consultant's Services and shall prepare any drawings or specifications in conformity with all such statutes, regulations, ordinances, and orders, except to the extent

that the Consultant has advised the Owner in writing of an ambiguity in any such statutes, regulations, ordinances, and orders.

§ 1.4.4. Consultant warrants and represents that it and its sub-consultants presently have, and will at all times during the term of this Agreement maintain: (i) all skills, experience, knowledge, staffing and resources necessary to perform the services set forth herein, and (ii) all required licenses, accreditations, certifications and registrations necessary to perform the services set forth herein

§ 1.5. **Consultant's Standard of Care.** The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals licensed to practice in the State of Ohio with experience in projects similar to the Project, in the same or similar locality under the same or similar circumstances (the "Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with its Standard of Care and the orderly progress of the Project.

§ 1.5.1. If the Consultant breaches any of its obligations under Section 1.4, the Consultant will reimburse the Owner for its damages and expenses, including but not limited to attorneys' and consultants' fees and expenses, arising out of or related to such breach.

§ 1.6. **Insurance.**

§ 1.6.1. Consultant shall secure and maintain through the full period of this Agreement, and for four (4) years following final completion of the Project, insurance in at least the following limits of coverage:

- (a) Commercial General Liability, including completed operations, contractual liability, and protective liability insurance if any of the services or work provided are performed by others, in an amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (b) Automobile Liability, covering all owned, non-owned, and hired automobiles used in connection with the Project, with a minimum limit of \$1,000,000 for bodily injury (including death) and \$1,000,000 combined single limit.
- (c) Workers Compensation and Employers' Liability Insurance, as required by Ohio law.
- (d) Professional Liability Insurance for protection of claims arising out of the performance of any design, commissioning, and/or engineering services performed or furnished by Consultant for the Project for which the Consultant may become legally liable, in a minimum amount of \$1,000,000 coverage, unless the Owner agrees to a lesser amount in writing.

§ 1.6.2. Consultant will, upon request, provide a certificate of such insurance coverage to the Owner or its authorized representative.

§ 1.6.3. The costs of insurance required for the Project and provided by Consultant are included in the Consultant's compensation.

§ 1.6.4. The Owner, and, to the extent the Owner's Designated Representative is a person other than an employee of the Owner, the Owner's Designated Representative, shall be named as an additional insured on the commercial general and automobile liability policies.

§ 1.6.5. The Owner shall be given a minimum of thirty (30) days written notice by the provider of each insurance policy of any change in coverage, including cancellation.

Article 2 — Owner's Responsibilities

§ 2.1. The Owner shall establish and schedule the activities of appropriate designated persons and/or committees to work with the Consultant to provide input and information, and to review and comment on, in a timely fashion, documents prepared by the Consultant under this Agreement.

§ 2.2. The Owner shall furnish information requested by the Consultant, coordinate the Project activities of Owner personnel, establish Consultant meetings with Owner personnel, establish meetings and coordinate the activities of other consultants retained by the Owner (if any), and generally assure that the Owner's responsibilities under this Agreement are realized.

§ 2.3. The Owner may at any time, by written notice to the Consultant, alter or enlarge the Work to be performed by the Consultant. Notwithstanding anything to the contrary herein, reimbursement and time for performance of such change shall be negotiated to the mutual satisfaction of the Consultant and Owner. The Consultant shall commence work on such change upon receipt of written instructions therefore by the Owner to the Consultant specifying (i) the scope of the change, (ii) the agreed-to time schedule, and (iii) the agreed-to amount of the Consultant's compensation.

Article 3 — Consultant's Compensation

§ 3.1. **Compensation for Consultant's Services.** The Consultant shall be compensated for the Consultant's Services at the Consultant's hourly rates provided in **Exhibit A**, in an amount not to exceed One Hundred Twenty-Two Thousand Seven Hundred Fifty Dollars (\$122,750), which includes the cost of Reimbursable Expenses as specified in Section 3.3.

§ 3.2. **Compensation for Additional Services.** Any Additional Services authorized by the Owner in accordance with this Agreement shall be performed at the Consultant's hourly rates provided in **Exhibit A**, or as otherwise agreed by the parties in writing.

§ 3.3. Compensation for Reimbursable Expenses.

§ 3.3.1. Consultant shall be reimbursed for its actual expenses incurred for travel, communications, document and/or graphic reproduction, shipping charges, document storage and retainage which directly relate to the Consultant's performance under this Agreement (such "Reimbursable Expenses").

§ 3.3.2. Compensation for Reimbursable Expenses is in addition to the Consultant's compensation for the Consultant's Services. All other out-of-pocket expenses which are not Reimbursable Expenses shall be included in the compensation for the Consultant's Services.

§ 3.3.3. Reimbursable Expenses must be itemized on Consultant's monthly invoices and submitted to the Owner no later than sixty (60) days after such expense is incurred by Consultant. Consultant's failure to timely submit a Reimbursable Expense to the Owner as required herein will be an Irrevocable waiver of Consultant's right to reimbursement for such Reimbursable Expense. Reimbursable Expenses will be billed and paid at actual cost.

Article 4 — Payments to Consultant

§ 4.1. Consultant shall invoice the Owner monthly in proportion to services performed in each phase of services. For any Additional Services billed hourly, Consultant's invoices shall show an hourly rate breakdown including time spent by each member of Consultant's personnel.

§ 4.2. If requested by the Owner, Consultant shall submit all documentation requested by the Owner to support the Consultant's invoice.

§ 4.3. Consultant shall submit its monthly invoices not later than the twenty-fifth (25th) day of a month. Untimely invoices may be deemed by the Owner to have been submitted in the following month. The Owner shall make payment to the Consultant in the amount approved by the Owner not later than the twenty-fifth (25th) day of the month following Owner's receipt of the Consultant's invoice.

Article 5 — Other Terms and Conditions of Agreement

§ 5.1. **No Findings for Recovery.** The Consultant represents that the Consultant is not subject to a finding for recovery under Section 9.24, Ohio Revised Code, or that the Consultant has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this Section.

§ 5.2. **Privileged Communications.** All communications between the Owner's legal counsel and the Consultant, while the Consultant is acting as the agent for the Owner under the terms of this Agreement and which relate in any way to the administration of the construction of the Project or to the work of any contractor, subcontractor, materialman, or any other person rendering services in connection with the Project, shall be subject to the attorney-client privilege that can be waived only by the Owner. Any such communications and copies thereof that are written including, without limitation, correspondence, notes, memoranda, notes of meetings and conversations that are reduced to writing and the like, upon notice from the Owner's legal counsel, shall be placed by the Consultant in a separate file folder marked "Privileged and Confidential" and shall not be disclosed to any person other than the Consultant's own legal counsel without the express written permission of the Owner. This provision is intended to protect the confidentiality of the Owner's communications with its counsel when the Consultant comes into possession of such information in its capacity as agent of the Owner in the performance of its duties under this Agreement in the event of a dispute between the Owner and a third party. This paragraph is not intended to impede communications between the Consultant and the Consultant's counsel or between the Consultant and any contractor seeking a decision from the Consultant on a claim or dispute related to the Project.

§ 5.3. **Indemnification.** Notwithstanding any other provision in this Agreement to the contrary, the Consultant shall indemnify, defend, and hold the Owner and the Owner's officers and employees harmless from and against liabilities arising from claims by third parties for death or injury, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its sub-consultants in the performance of professional services under this Agreement. Such indemnification shall be in accordance with Ohio Revised Code Section 153.81 and shall only be for the liabilities incurred from the proportionate share of the tortious conduct, as determined pursuant to section 2307.23 of the Revised Code, of the Consultant or any sub-consultant, subcontractor, or other entity used by the Consultant, in performing services under this Agreement. Nothing in this provision prohibits the Owner from commencing a civil action for damages against the Consultant for the breach of this Agreement or for the breach of the Standard of Care.

§ 5.4. Suspension & Termination.

§ 5.4.1. **Suspension by Consultant.** In the event the Owner fails to make payment of undisputed amounts owed in accordance to the terms of this Agreement, the Consultant may, upon 21 days' written notice to the Owner and opportunity to cure, suspend performance of its services under this Agreement until the Owner pays the Consultant all undisputed payment due as of the date of the Consultant's notice provided under this section.

§ 5.4.2. **Termination by Consultant.** If the Owner suspends the Consultant's services in accordance with Section 5.4.2 for more than 90 consecutive days, the Consultant may terminate this Agreement upon 21 days' written notice to the Owner.

§ 5.4.3. Suspension or Termination by Owner for Convenience. The Owner may suspend the Consultant's performance under this Agreement, or may terminate this Agreement, without cause and for convenience upon seven days' written notice to the Consultant. In the event of such suspension or termination, the Owner shall pay Consultant, within 30 days of the date of the Owner's notice provide under this section, all undisputed payment due as of the date of such notice.

§ 5.4.4. Termination by Owner for Cause. In the event of Consultant's material breach of this Agreement, the Owner may terminate this Agreement upon seven days' written notice to the Consultant and opportunity to cure.

§ 5.5. Non-Discrimination. Consultant agrees:

§ 5.5.1. That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Consultant, sub-consultant, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

§ 5.5.2. That neither the Consultant, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, handicap, or color.

§ 5.5.3. That there shall be deducted from the amount payable to the Consultant by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.

§ 5.5.4. That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

§ 5.6. Ethics Laws. Consultant represents that it is familiar with all applicable ethics law requirements in place at the time this Agreement is signed, including without limitation Ohio Revised Code Section 3517.13, and certifies that it is in compliance with such requirements. The Consultant, by its signature on this Agreement, certifies that (1) it has reviewed and understands the Ohio ethics laws and conflict of interest laws, and (2) will take no action inconsistent with these laws.

§ 5.7. Governing Law & Venue. This Agreement shall be governed by the law of the place where the Project is located. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court in the county in which the Project is located, and each party hereby expressly consents to the jurisdiction of such court. The parties expressly waive the right to remove any litigation arising out of this Agreement to federal court.

§ 5.8. Notices. A Notice is any written notice to the Owner or the Consultant.

§ 5.8.1. Notice to the Consultant shall be deemed to have been duly served if delivered in person to an officer or any other official of the Consultant or if delivered to or sent by registered or certified mail, return receipt requested, to the Consultant's address provided above, or by electronic mail with delivery confirmation to the Consultant's Designated Representative's email address provided above.

§ 5.8.2. Notice to the Owner shall be deemed to have been duly served if delivered to or sent by registered or certified mail, return receipt requested, to the Owner's address provided above, or by electronic mail with delivery confirmation to the Owner's Designated Representative's email address provided above.

§ 5.9. **Modification.** No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Agreement.

§ 5.10. **Partial Invalidity.** If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

§ 5.11. **Counterparts.** This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

§ 5.12. **Construction.** The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it.

§ 5.13. **Integration.** In the event of any exhibit hereto, or proposal, document, or other attachment generated by the Consultant contains any terms and conditions which are inconsistent with or in addition to the terms and conditions of this Agreement, this Agreement shall control. In the event of any inconsistency between the Consultant's obligations under this Agreement and any obligation imposed on the Consultant by applicable law or the contract documents for the Project, the greater or more stringent obligation upon the Consultant shall apply.

§ 5.14. **Captions.** The captions denoting each article of this Agreement shall have no application in the interpretation thereof; the language of the Article shall be fully controlling.

§ 5.15. **Effective Date.** This Agreement shall be deemed effective as of the date executed by the Owner, below.

[Remainder of page intentionally left blank; signature page follows.]

In witness hereof, the parties hereby accept and have executed this Agreement:

BOARD OF COMMISSIONERS OF BELMONT COUNTY,
OHIO

X [Signature]
X Vince Gianangeli
Signature
J.P. DUTTON PRESIDENT
JERRY ECHEMANN VICE-PRES
Printed Name, Title
VINCE GIANANGELI
4.9.25
Date

NEW RIVER ENGINEERS, INC.

[Signature]
Signature
Joshua Daniel Cook, P.E.
Morgantown Engineering Manager
Printed Name, Title
4/8/2025
Date

APPROVED AS TO FORM:

[Signature]
PROSECUTING ATTORNEY

CERTIFICATE
(R.C. 5705.41)

The undersigned, Fiscal Officer of the Owner, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: 04/09/25

[Signature]
Fiscal Officer

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR THE BELMONT COUNTY ENGINEER'S PROJECT 24-7 BEL-CR 34/CR34A-1.15/0.00 RESURFACING

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the Belmont County Engineer's Project 24-7: BEL-CR34/CR34A-1.15/0.00 (Hospital Road & Alternate Hospital Road), Resurfacing Project to the low bidder, NLS Paving., in the amount of \$501,969.00, based upon the recommendation of Terry Lively, Belmont County Engineer.

Note: Engineer's estimate \$575,835.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE FINAL RESOLUTION FOR THE OHIO

DEPARTMENT OF TRANSPORTATION PROJECT, BEL-CR 4

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the Final Resolution for the Ohio Department of Transportation Project, BEL-CR 4 (Bridge over Glenns Run, Bridge No. BEL-C0004-2746); Estimated LPA share is \$843,200.00 to be paid from the Engineer’s MVGT fund.

Note: This project consists of replacing the CR4 bridge over Glenns Run (Bridge No. BEL-C0004-2746) and approach work, including guardrail, drainage, pavement, and water work, lying within Belmont County.

(Resolution on January 22, 2025)

PID No. 117373

FINAL RESOLUTION

The following Final Resolution 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, on 22nd day of January 2025, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of replacing the C.R. 4 bridge over Glenns Run (Bridge No. BEL-C0004-2746) and approach work, including guardrail, drainage, pavement, and water work, lying within Belmont County; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

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.

The share of the cost of the LPA is now estimated in the amount of **Eight Hundred Forty-Three Thousand Two Hundred and - - - 00/100 Dollars, (\$843,200.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- 1. That the estimated sum, of **Eight Hundred Forty-Three Thousand Two Hundred and - - - 00/100 Dollars, (\$843,200.00)** is hereby appropriated for the improvement described above 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 improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from Federal funds.

PID No. 117373

- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the County Commissioners be, and are hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of 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 7th day of APRIL, 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 APRIL 9, 2025.

Legislative Authority of the
Board of County Commissioners
County of Belmont, Ohio

[Signature]
County Commissioner

[Signature]
County Commissioner

[Signature]
County Commissioner

4-9-25
Date

[Signature]
Clerk (Secretary Ex-Officio)

SEAL
(If Applicable)

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAY REQUEST NUMBER 2 (3/01/2025-3/28/2025) FROM BORDER PATROL, LLC FOR THE SARGUS JUVENILE CENTER RESTROOM SHOWER REMODEL PROJECT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Request Number 2 (3/01/2025-3/28/2025) from Border Patrol, LLC, in the amount of \$100,831.35 for the Sargus Juvenile Center Restroom Shower Remodel Project, based upon the recommendation of DJ Watson, Executive Director.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FROM OHIO-WEST VIRGINIA EXCAVATING CO/BLAINE HILL SEWER PROJECT
Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 1 from Ohio-West Virginia Excavating Co., for the Blaine Hill Sewer Project for an increase of \$25,474.00 for a new contract total of \$1,208,955.00.
Note: This change order is for the addition of two odor control units to be paid from ODOT and STAG funding.

CONTRACT CHANGE ORDER

RECIPIENT Belmont County Commission

CHANGE ORDER NBR 1

CONTRACTOR Ohio-West Virginia Excavating Co.

CONTRACT 1

PROJECT Blaine Hill Force Replacement

DATE 4/2/2025

Description of Change:

Furnish & install two (2) Wager 2050-50-SA Odor Control & Air Intake Systems for existing MH's A15 and A28

The time provided for completion in the contract for the above items is (increased/decreased) calendar by days

RECOMMENDED BY: [Signature]

DATE: 4-3-2025

ACCEPTED BY: [Signature]

DATE: 4-3-2025

APPROVED BY: [Signature]

DATE: 4-9-25

[Signature]

DATE: 4-9-25

[Signature]

DATE: 4-9-25

Original Contract Amt	1,183,481	00
Previous Changes (+)		
This Change (+/-)	25,474	00
Adjusted Contract Amt	1,208,955	00

Upon roll call the vote was as follows:

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

TO EXPEND FUNDS FROM THE S70 FUND FOR FOOD PURCHASES FOR VARIOUS MANDATORY TRAININGS/2025

Motion made by Mr. Dutton, seconded by Mr. Echemann made by Mr. Dutton, seconded by Mr. Echemann to approve the request of Senior Services of Belmont County to expend funds from the S70 Fund to pay for food purchases for various mandatory trainings in 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING BELMONT COUNTY AUDITOR TO ESTABLISH A NEW FUND VENDOR’S LICENSE

Motion made by Mr. Dutton, seconded by Mr. Echemann to authorize the Belmont County Auditor to establish a new fund, Vendor’s License, for the Belmont County Auditor’s Office.

Note: 50% of the proceeds collected will be allocated to the State of Ohio’s Organized Crime Commission Fund and 50% will go to the County’s General Fund.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AGREEMENT WITH GREAT LAKES COMMUNITY ACTION PARTNERSHIP

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to authorize Commission President J. P. Dutton to sign and enter into agreement with Great Lakes Community Action Partnership, in the amount of \$2,580.00, to complete a Low-to-Moderate Income Survey to satisfy the requirements of a HUD Community Development Block Grant.



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this APRIL 9, 2025, between Belmont County ("Client"), with a principal place of business at 101 West Main Street, St. Clairsville, Ohio 43950 and Great Lakes Community Action Partnership ("Contractor"), of 127 South Front Street, Fremont, Ohio 43420.

ARTICLE I - TERM OF CONTRACT

This Agreement will become effective April 1, 2025 and will continue in effect through August 1, 2025 unless terminated sooner as provided in Article VI of this Agreement.

ARTICLE II - SERVICES TO BE PERFORMED BY CONTRACTOR

- 1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Client hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
- 2. Specific Services. Contractor agrees to perform the services specified in the "Scope of Services" attached as Exhibit "A" to this Agreement and incorporated in this Agreement by reference. Said "Scope of Service" may be amended in writing from time to time.
- 3. Method of Performing Services. Contractor will determine the method, details, and means of performing the services described in the Specific Services section. Client may specify only the results desired in regard to the specified services.

ARTICLE III - COMPENSATION

- 4. Compensation. Full compensation for the services rendered pursuant to this Agreement shall be as set forth on the Scope of Services.

ARTICLE IV - OBLIGATIONS OF CONTRACTOR

- 5. Minimum Amount of Service. Contractor agrees to devote such hours as are necessary to satisfy the obligations set forth in the "Scope of Services".
- 6. Tools and Instrumentalities. Contractor will supply all tools and instrumentalities required to perform the services under this Agreement.
- 7. Waiver of Claims. The Client shall not be liable for, and Contractor hereby waives all claims against the Client, its officers, directors, members, employees and agents, for loss or damage to Contractor's personal property, or for injury to or death of persons due to theft, fire, flood, burglary, vandalism, or any other cause whatsoever, incurred in connection with the services provided hereunder, except to the extent caused by the Client's gross negligence or willful misconduct.
- 8. Assignment by Contractor. Neither this Agreement nor any duties, obligations or rights under this Agreement may be assigned by Contractor, nor shall Contractor delegate the performance of any of the duties hereunder without the prior written consent of Client.

ARTICLE V - OBLIGATIONS OF CLIENT

- 9. Cooperation of Client. Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.
- 10. Assignment by Client. Neither this Agreement nor any duties, obligations or rights under this Agreement may be assigned by Client, nor shall Client delegate the performance of any of Client's duties hereunder without the prior written consent of Contractor.

ARTICLE VI - TERMINATION OF AGREEMENT

11. Termination on Notice. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.
12. Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the occurrence of any of the following events:
- A. Death, Total Incapacity or Dissolution of Contractor;
 - B. Assignment of this Agreement by either party without the consent of the other party;
 - C. Conviction of the Contractor of any crime that, in the reasonable opinion of the Client, may adversely affect the good will, operation or interest of the Client;
 - D. Contractor damages or misappropriates the Client's property or funds.
13. Termination by Client for Default of Contractor. If Contractor defaults in the performance of this Agreement, fails or refuses to comply with the Client's written policies or to reasonably perform thereunder, is guilty of misconduct in connection with performance hereunder, or materially breaches any of this Agreement's provisions, Client, at Client's option, may terminate this Agreement by giving written notification to Contractor.
14. Termination by Contractor for Default of Client. If Client defaults in the performance of this Agreement or materially breaches any of its provisions, Contractor, at Contractor's option, may terminate this Agreement by giving written notification to Client.
15. Termination for Failure to Make Payments. If Client fails to pay Contractor all or any part of the compensation set forth in Article III of this Agreement on the date due, Contractor, at Contractor's option, may terminate this Agreement if the failure is not remedied by Client within fifteen (15) days after notice from Contractor that payment is overdue.

ARTICLE VII - GENERAL PROVISIONS

16. Notifications. Any and all notices, demands, or other communications required or desired to be given by either party may be effected either by personal delivery in writing, or by registered or certified mail, with postage prepaid and with return receipt requested. Mailed and emailed notices shall be addressed to the parties at the addresses listed below. Notices, demands or communications delivered personally or by email will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated five days after mailing. The addresses are as follows:

Contractor:	Client:
Great Lakes Community Action Partnership	Belmont County
PO Box 590	101 West Main Street
127 South Front Street	St. Clairsville, Ohio 43950
Fremont, Ohio 43420	Email: chenry@belmontcountyohio.org

Each party may change its address for purposes of this section by giving written notice in the manner provided above.

17. Entire Agreement of Parties. This Agreement supersedes any and all agreements, both written and oral, between the parties with respect to the rendering of services by Contractor for Client, and contains all of the covenants and agreements between the parties with respect to the rendering of those services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement.
18. Equal Employment Opportunity. Contractor will remain in compliance with the Equal Employment Opportunity Act, as amended.
19. Partial Invalidity. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall nevertheless remain in full force and effect.

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

RECESS

Mr. Felton said, "We just appreciate everybody's support. The levy last year passed, so it really is a community effort to keep kids safe and families intact, to give the kids the best chance that they have." Ms. Parker said in 2024 they received 1,545 calls which resulted in 451 intakes and they completed 1,254 visits with children. Most of the calls they receive come from mandated callers such as law enforcement, school employees and medical personnel. Ms. Parker said, "Last year, 45 children entered into our custody and 42 of those exited our custody, with most of them being reunified with their parents. Some were given custody to relatives, and some were adopted." Ms. Parker added DJFS also had 47 kinship placements, 34 foster care placements, 12 children adopted and three into residential treatment. She said they follow the

“Practice in Action Plan” model which focuses on building relationships between clients and Children Services staff. Mr. Felton said Children Services has a stable staff which improves the likelihood of reunification. Mr. Dutton said we are fortunate in Belmont County due to the support of the levies.

**IN THE MATTER OF ADOPTING PROCLAMATION DESIGNATING
APRIL AS CHILD ABUSE PREVENTION MONTH**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the proclamation designating April as Child Abuse Prevention Month.

***Proclamation
Recognizing***

“CHILD ABUSE PREVENTION MONTH”

WHEREAS, Belmont County recognizes each April as Child Abuse Prevention Month, and acknowledges that we must work together to increase awareness about child abuse and continue to dedicate to raise children in a safe, secure and loving environment where they can thrive and learn to be responsible citizens; and

WHEREAS, Belmont County believes that the building of positive relationships with families will assist them to recover, heal and grow while recognizing their diverse needs; and

WHEREAS, effective child abuse prevention activities succeed because of the meaningful relationships and partnerships created between child welfare, education, health, community and faith-based organizations, businesses, law enforcement agencies and families; and

WHEREAS, in 2024, 1,545 calls were received and nearly 100 children were seen every month in Belmont County as a result of reports from concerned community members; and

WHEREAS, The Belmont County Board of Commissioners and the Belmont County Department of Job and Family Services support and promote the partnership between the State of Ohio, county and local, public and private agencies and our community to prevent child abuse and neglect; and

WHEREAS, it takes a team of dedicated staff with compassion and commitment to intervene when necessary under the guidance of supportive leadership.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Belmont County Commissioners that they do hereby designate APRIL 2025 as “CHILD ABUSE PREVENTION MONTH” throughout the County of Belmont.

Adopted April 9, 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

11:30 Bid Opening-Belmont County Sargus Juvenile Detention Center Restroom/Shower Remodel Project

D. J. Watson, Executive Director, said the first restroom remodel that started in March is almost complete. The funding for that was provided by the Belmont County Commissioners. Funding for the second restroom remodel was secured through the Capital Bill through Senator Chavez and Representative Jones office.

**IN THE MATTER OF BID OPENING FOR BELMONT COUNTY SARGUS
JUVENILE DETENTION CENTER RESTROOM/SHOWER REMODEL PROJECT**

This being the day and 11:30 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Belmont County Sargus Juvenile Detention Center Restroom/Shower Remodel project, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Graham Construction 16 Dutchfork Church Road Claysville, PA 15223	X	\$99,969.00
Border Patrol, LLC 86120 Water Works Road Hopedale, Ohio 43976	X	\$168,226.00

Present for opening: DJ Watson, Executive Director, Walt Bryan and Jeff Lettice, Border Patrol and Billie Jo Graham, Graham Construction. Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the Belmont County Sargus Juvenile Detention Center Restroom/Shower Remodel Project to D.J. Watson, Executive Director, for review and recommendation.

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 12:28 P.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

Commissioner Echemann left executive session before adjournment.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:58 P.M.

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to exit executive session at 12:58 p.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF APPROVING THE TRANFER
OF NIKHALOS SELLS FROM FULL-TIME NUTRITION DRIVER
TO FULL-TIME CENTER COORDINATOR/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve the transfer of Nikhalos Sells from full-time Nutrition Driver to full-time Center Coordinator at Senior Services of Belmont County, effective April 8, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING REVISED JOB DESCRIPTION
FOR THE OPERATIONS MANAGER AT BELMONT COUNTY
WATER AND SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to adopt the revised job description for the Operations Manager at Belmont County Water and Sewer District, effective April 13, 2025.

Belmont County Water and Sewer District

Position: Operations Manager
Hourly Rate: See Current Pay Scale
Department: Office/Administration
Supervisor: Director

Job Duties:

Oversee the District’s budget, financial reporting, user rates and auditing. Work with Department Managers to ensure all operational, administrative and compliance functions are being met within the Districts. Maintain, develop and implement standard operating procedures to ensure compliance with internal policies and the requirements of regulatory agencies. Assist the Director in establishing/implementing compliance and standard operating procedures. Manage compliance requirements for the District and staff members pertaining to OSHA, BWC, ODOT, ORC, OAC and the OEPA, including commercial driver license training program, operator certification requirements, contingency plan, water source protection plan and notice of violations. Manage and generate correspondence, reports and other compliance documentation. Develop, implement and enforce safety program, policies and procedures to ensure compliance with regulatory requirements. Stay abreast of relevant regulations and standards. Schedule and/or conduct safety training programs for employees, including new hire orientation and ongoing refresher courses. Investigate accidents, incidents and near misses to determine root causes and implement preventive measures. Maintain safety records and documentation, including incident reports, safety data sheets, and training records. Organize human resource related issues and act as a liaison between the District and the Human Resource Department. Manage short lived asset replacement purchases including vehicles and equipment. Maintain confidentiality, accurate records, spreadsheets, and correspondence. Maintain a safe and healthy work environment by establishing, following and enforcing standards and procedures; comply with all regulations; illustrate integrity in dealing with the public and co-workers; ability to work in a team environment while demonstrating leadership and management skills.

Additional Job Duties:

Assists Director with management duties. May perform other related duties as required. May attend out of town business and related meetings.

Major Work Characteristics:

Compose letters, memos, schedules, reports, and project updates. Complete grant/loan applications. Knowledge of water and sanitary sewer construction. Strong public relation skills. Leadership skills that promote a positive culture; Demonstration of tact and professionalism when dealing with others; Bookkeeping; Accurate record keeping and computer skills. Knowledge of Microsoft Word and Excel software.

Physical Requirements:

Ability to enter construction sites and maneuver around stored material, heavy equipment, and excavated trenches safely.

Minimum Qualifications:

Bachelor’s Degree or equivalent experience, leadership experience and/or ability, public entity experience preferred, budgeting and forecasting experience, strong communication skills, great customer service skills, valid driver’s license.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TRANFER
OF LISA RANKIN FROM FULL-TIME BUSINESS SERVICES MANAGER
TO FULL-TIME OPERATIONS MANAGER/WATER & SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve the transfer of Lisa Rankin, full-time Business Services Manager to full-time Operations Manager at Belmont County Water and Sewer District, effective April 13, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:08 P.M.
Motion made by Mr. Dutton, seconded by Mr. Gianangeli to adjourn the meeting at 1:08 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 16th day of April, 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