

St. Clairsville, Ohio

June 4, 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 \$1,198,083.51

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-A51.000 Oil & Gas-Commrs <i>*OPWC match money for the Engineer*</i>	E-0257-A015-A15.074 Transfers Out	\$257,521.82
E-0059-A009-A00.002 Salary	E-0051-A001-A50.000 Budget Stabilization	\$18,000.00
E-0059-A009-A01.003 PERS	E-0051-A001-A50.000 Budget Stabilization	\$1,564.00
E-0059-A009-A06.000 Other Expenses	E-0051-A001-A50.000 Budget Stabilization	\$436.00

L05 WATERSHED COORDINATOR/BSWCD

FROM	TO	AMOUNT
E-1815-L005-L01.002 Salaries	E-1815-L005-L11.003 PERS	\$1,500.00

Y91 EMPLOYERS SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.000 HSA Fund	\$263.51

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

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-2810-K000-K19.575 Advances In	\$257,521.82

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 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-0051-A001-A51.000	Oil & Gas-Commrs	\$257,521.82
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OPWC match money for the Engineer

M78 TITLE IV-E REIMBURSEMENT (RANDOM MOMENTS)/PROBATE/JUVENILE COURT

E-0400-M078-M05.000	Other Expenses	\$36,623.10
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****JUNE 03, 2025****

A00 GENERAL FUND

E-0059-A009-A00.002	Salary	\$29,000.00
E-0059-A009-A01.003	PERS	\$4,060.00
E-0059-A009-A06.000	Other Expenses	\$786.24
<u>E09 NEXT GENERATION 9-1-1 FUND</u>		
E-2209-E009-E01.011	Contract Services	\$17,132.69
<u>K00 M.V.G.T. FUND/ENGINEER</u>		
E-2812-K000-K16.013	Contracts-Projects	\$1,029,919.07
<u>N14 SSD CAPITAL IMPROVEMENTS/BCWSD</u>		
E-9014-N014-N05.055	Contract Projects	\$301,681.20
<u>S30 OAKVIEW JUVENILE REHABILITATION</u>		
E-8010-S030-S54.000	Food	\$30.00
<u>S32 OAVKIEW JUVENILE-ACTIVITY FUND</u>		
E-8012-S032-S00.000	Activity Fund	\$318.57
<u>SHERIFF/VARIOUS FUNDS</u>		
E-0131-A006-A09.000	Medical	\$476.57
E-0131-A006-A17.010	Cruisers	\$3,240.90
E-0131-A006-A20.000	False Alarms	\$150.00
E-0131-A006-A23.000	Background	\$142.00
E-0131-A006-A24.000	E-SORN	\$480.00
E-0131-A006-A32.000	Warrant Fee	\$752.10
E-5100-S000-S01.010	Commissary	\$21,708.53
E-5101-S001-S06.000	CCW License	\$866.00
E-5101-S001-S07.012	CCW Equipment	\$1,000.00
E-9710-U010-U06.000	Reserve	\$1,563.00

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 HSA CHARGEBACKS/JUNE 2025

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

Chargebacks for June 2025.

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H01.002	JOB AND FAMILY	R-9891-Y091-Y12.500	70.89
E-2812-K000-K20.006	ENGINEER	R-9891-Y091-Y12.500	192.62
E-3702-P005-P31.000	WWS#3	R-9891-Y091-Y12.500	527.02
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	263.51
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	70.89
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	192.62
TOTALS			1,317.55

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 SECOND QUARTER PERIOD:

APRIL, MAY AND JUNE 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 Second Quarter (April, May and June 2025)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	2,483.83
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	62.79
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	76.95

E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	188.10
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	413.93
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	31.35
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	230.89
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	279.78
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	69.93
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	244.19
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	30.57
E-2211-F069-F04.000	TRAILER PARKS	R-9891-Y091-Y05.500	1.14
E-2227-F074-F06.000	SEWAGE	R-9891-Y091-Y05.500	11.28
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	7.87
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	11.38
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	7.60
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	7.79
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	0.40
E-2237-F089-F01.002	INTEGRATED NALOXONE	R-9891-Y091-Y05.500	5.46
E-2238-F090-F01.002	PUBLIC HEALTH WORKFORCE	R-9891-Y091-Y05.500	8.74
E-2241-F093-F07.002	ADOLESCENT HEALTH & RESLLIENCY	R-9891-Y091-Y05.500	5.66
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	21.89
E-2219-N050-N05.000	WATER	R-9891-Y091-Y05.500	0.81
E-2220-P070-P01.002	POOLS	R-9891-Y091-Y05.500	0.51
E-2239-F091-F01.002	ENHANCED OPERATIONS	R-9891-Y091-Y05.500	0.00
E-2243-F095-F07.002	BODY ART	R-9891-Y091-Y05.500	0.04
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	5.70
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	13.80
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	0.00
E-1545-S055-S02.002	TCAP	R-9891-Y091-Y05.500	2.85
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			5,442.33

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. **GENERAL FUND-MENTAL HEALTH RECOVERY BOARD-\$33,846.24** deposited into R-0059-A009-A01.500 Receipts-Behavioral Health Services (*This if for the 2nd half allocation-FY 2025, Quarters 3 and 4*).

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:

COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-Amy Tonkovich and Gina Walker to Dublin, OH, on July 23-25, 2025, to attend the Juvenile Court Clerks Association Conference.

DJFS-Hope Romshak and Shannon Weekley to Greenville, WV, on June 12-13, 2025, for a home visit with a possible relative placement. Estimated expenses: \$624.00.

RECORDERS-Jason Garczyk to Canton, OH, on June 10-12, 2025, to attend the Ohio Recorders’ Association 2025 Summer Conference.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 28, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING RICHARD PLANEY AS
FULL-TIME FACILITIES SUPERVISOR/BUILDING AND GROUNDS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Richard Planey as full-time Facilities Supervisor at Belmont County Building and Grounds, effective June 9, 2025.

Note: This is a new position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING JOHN BAKER AS
FULL-TIME MAINTENANCE/HOUSEKEEPING/BUILDING AND GROUNDS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of John Baker as full-time Maintenance/Housekeeping at Belmont County Building and Grounds, effective June 9, 2025.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING JODY THOMAS AS
FULL-TIME FISCAL CLERK/BOARD OF COMMISSIONERS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Jody Thomas as full-time Fiscal Clerk for the Board of Commissioners, effective June 9, 2025.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION TO
ALLOW JENNIFER MAGYAR TO TRANSFER HER
UNUSED VACATION, SICK AND COMP TIME AS HER
STARTING BALANCE UNDER THE COUNTY TREASURER’S OFFICE**

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

Resolved that, subject to the approval of Jennifer Magyar’s new appointing authority, the Belmont County Treasurer Kathy Kelich, Ms. Magyar shall have the option to transfer her unused vacation, sick and comp time as her total starting balance as an employee under the Belmont County Treasurer’s Office.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CITY OF ST. CLAIRSVILLE’S APPLICATION FOR USE OF MUNICIPAL STREET FUND/VEHICLE LICENSE TAX

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the City of St. Clairsville’s application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$140,000.00, based upon the recommendation of Belmont County Engineer Terry Lively, for street improvements to the following:

- Intersection at West Main Street to Breezy Acres Intersection.

Note: The estimated cost is \$140,000.00 of which all will be paid from this source.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAY APPLICATION NUMBER 3 FROM GRAE-CON CONSTRUCTION, INC/HEALTH AND RECORDS BUILDING PROJECT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Application Number 3 (through 5/21/2025) from Grae-Con Construction, Inc., in the amount of \$671,121.00 for the Belmont County Health and Records Building project, based upon the recommendation of Mills Group, Project Architect.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT BETWEEN THE MENTAL HEALTH RECOVERY BOARD AND BELMONT COUNTY COMMISSIONERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract between the Mental Health Recovery Board and the Belmont County Commissioners, effective July 1, 2025 to June 30, 2026 to support the delivery of mental health and substance abuse services to inmates of the Belmont County Jail.

Note: The Mental Health Board will compensate the county up to \$65,000.00 for services.

This Contract is entered into between the Mental Health and Recovery Board, Belmont, Harrison, and Monroe Counties, 99 North Sugar Street, St. Clairsville, Ohio herein referred to as “**BOARD**” and the Belmont County Commissioners, 101 West Main Street, St. Clairsville, Ohio, herein referred to as “**COMMUNITY PARTNER**”.

I. Purpose:

The purpose of this contract is to support the delivery of mental health and substance abuse services to inmates of the Belmont County Jail and establish the control of those services internally with the Community Partner. Additionally, the purpose is to continue the linkage of inmates to community providers and resources outside the jail, upon release. The total reimbursement under this contract will not exceed \$65,000.00

The outcomes for these funds are:

- 1. Increase access time for inmates to receive behavioral health services on-site.
- 2. Enhanced linkages made upon release for inmates to community-based providers.
- 3. Enhance on-site crisis intervention with inmates.

II. Duties of the COMMUNITY PARTNER:

The Community Partner will purchase:

- 1. Mental health and substance abuse assessment/counseling services from an Ohio licensed independent counselor (LPCC) or licensed independent social worker (LISW) and a dependently Ohio licensed counselor or social worker.
- 2. Complete quarterly outcomes report to lisaw@bhmboard.org due on October 15, 2025, January 15, 2026, April 15, 2026, and July 15, 2026.
- 3. The COMMUNITY PARTNER will submit a monthly expense report with supporting general ledger details by the 10th of each month on the BOARD reimbursement form to Wendy McKivitz, CFO at wendym@bhmboard.org
- 4. The COMMUNITY PARTNER will submit a final expense report to the Board by August following the end of the project fiscal year.

III. Independent Contractor:

In performing the services herein specified, BOARD agrees that neither the COMMUNITY PARTNER nor any of the employees of the COMMUNITY PARTNER are employees of the BOARD. Nothing contained in the Contract shall be construed to create a partnership or a joint venture between BOARD and COMMUNITY PARTNER, or to authorize either BOARD or COMMUNITY PARTNER to act as a general or special agent of the other party in any respect, except as specifically set forth in this Contract.

IV. Duties of the BOARD:

- 1. The BOARD shall compensate the COMMUNITY PARTNER up to \$65,000.00 for activities/services under this agreement including but not limited to:
 - Direct Service Personnel Salary
 - Direct Service Personnel Fringes
 - Insurance

- Travel
- Continuing Education
- Office Supplies
- Equipment

2. This contract will be in effect from July 1, 2025, to June 30, 2026.

V. Termination

1. Either party may terminate this Contract if all the conditions in this Section IV are not met.
2. The party seeking to terminate the Contract shall give not less than sixty (60) days prior notice in writing. Such notice shall be served by certified mail, and return receipt requested.

VI. Amendment and Modification

The parties may amend or modify this Contract at any time provided that such amendments or modifications are in writing, approved by both parties, signed by both parties, and attached to this Contract.

VII. Notice

Any notice required to be given in this Contract shall be deemed to have been properly served if the notice is in writing and delivered by certified mail, and return receipt requested.

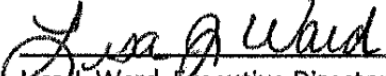
VIII. Entire Contract

It is acknowledged by the parties hereto that this Contract supersedes any and all previous written or oral Contracts between the parties concerning the subject matter of this Contract.

IX. Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio.

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



Lisa J. Ward, Executive Director

5/28/2025

Date

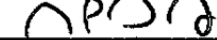


Debra Yeater, Chairperson

05/28/2025

Date


BELMOUNT COUNTY COMMISSIONERS



J.P. Dutton, President

JUN 04 2025

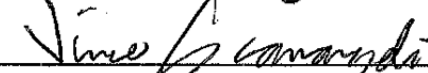
Date



Jerry Echemann, Vice-President

JUN 04 2025

Date



Vince Gianangeli

JUN 04 2025

Date

APPROVED AS TO FORM:

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE FEDERAL TRANSIT ADMINISTRATION TITLE VI POLICY/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the Federal Transit Administration Title VI Policy, effective May 29, 2025, for Senior Services of Belmont County.
Note: The policy was required as part of the 5310 grant application. ODOT has approved the plan.

Upon roll call the vote was as follows:

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

Mr. Dutton explained this is formulizing what SSOBC already does.

IN THE MATTER OF APPROVING THE PROVIDOR AGREEMENT WITH

AREA AGENCY ON AGING REGION 9/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and authorize Commission President J. P. Dutton to sign the Provider Agreement with Area Agency on Aging Region 9 effective June 4, 2025 to June 30, 2027, on behalf of Senior Services of Belmont County.

Note: Passport is a home and community based Medicaid Waiver program that offers services to adults 60 and over who qualify. SSOBC provides home delivered meals and non-medical transportation to Passport participants who have been identified by AAA9 as needing this service.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE BELMONT COUNTY PREVENTION, RETENTION AND CONTINGENCY (PRC) PLAN/BCDJFS

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept and sign the Belmont County Prevention, Retention and Contingency (PRC) Plan, revised and effective June 4, 2025, as submitted by the Belmont County Department of Job and Family Services in coordination with the Belmont County Family Services Planning Committee per ORC 329.06.

Note: The PRC plan is updated every two years.

Upon roll call the vote was as follows:

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

Jeff Felton, Department of Job & Family Services Director, said the main purpose of this agreement is to keep families intact. The funds can be used to cover car repairs, rent, etc. The plan will be sent to the state.

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND OUTREACH, INC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services contract between the Belmont County Department of Job and Family Services and Outreach, Inc., in a not to exceed amount of \$30,000.00, effective June 4, 2025 through September 30, 2025, for the purchase of material and supplies needed for the School Backpack Food Program.

Note: This contract will be funded with TANF dollars.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
The School Backpack Food Program**

Whereas, this contract, entered into on this 4th day of **June 2025**, by and between the Belmont County Department of Job and Family Services, hereinafter “**Purchaser**”, and The Outreach Program, hereinafter “**Contractor**”, is for the purchase of the performance of the following service: Purchase of material and supplies needed to supply meal materials to needy Belmont County children attending school in participating Belmont County school districts through the School Backpack Food Program and the rules and regulations promulgated thereunder, the policies of the Belmont County Department of Job and Family Services, including all state and federal regulations governing the eligibility and funding mechanisms used and the standards and requirements stated in this agreement.

I. Purpose

The purpose of this contract is to assist in the funding for the materials and supplies required to operate the School Backpack Food Program for eligible Belmont County children enrolled in participating Belmont County school districts. The School Backpack Food Program provides ingredients and instructions to needy students to provide easy to prepare meals for after school and weekends.

II. Parties

The parties to this agreement are as follows:

Purchaser:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950 (740)695-1075
Contractor:	The Outreach Program 301 Center Street PO Box 361 Union IA 50258

III. Contract Period

This contract and terms and conditions will become effective **June 4, 2025**. The service period of this contract is for the 2024-2025 academic year. All eligible payments under the terms of this contract shall be paid to the Contractor on or before **September 30, 2025, which shall serve as the termination date of this contract.**

IV. Definitions

The following words, phrases, and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs that are necessary, reasonable, allocable, and allowable under applicable federal, state, and local laws and regulations for the proper administration and performance of services.

Participants

A participant is a child or children who meet the eligibility requirements of the Temporary Assistance to Needy Families (TANF) program as defined in the Ohio Revised Code Chapter 2000 (5101:1-1-:01 through 5101:1-24-30). Any child eligible under the Supplemental Nutrition Assistance Program (SNAP) or Medicaid program will be eligible for reimbursement assistance to the Backpack Food Program.

TANF Goal

Per federal and state policies, TANF funding may only be expended on programs that meet one of four federal goals of the TANF program. For purposes of this contract, the TANF funding will be utilized to meet TANF Goal 1: to provide assistance to needy families so that the children may be cared for in their own home.

Performance

Performance by the Contractor under the terms and conditions is described more thoroughly in Article V but includes meeting all service, performance reporting, and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional Payment

Proportional payment would occur at the Purchaser’s discretion in the event the Contractor fails to perform as stated in this contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only way this contract may be modified in the event of the Contractor’s breach and its inclusion this Article in no manner binds the Purchaser’s to this remedy in the event of the Contractor’s failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting, and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

Unit

For the purpose of this contract, a unit is defined as one month of the School Backpack meal services not to exceed four units (months) per child per school year.

V. Scope of Work

Subject to the terms and conditions set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance stated herein

A. Contractor’s Responsibilities

1. The Contractor shall provide:
 - a. List of participating students and a signed agreed upon statement allowing the Purchaser to determine eligibility for the program.
 - b. Provide timely information, upon Purchaser’s request, on program data and information that may be needed to evaluate and monitor the contract.
2. The Contractor agrees that all records, documents, and client records processed by the Contractor under the terms of this contract are confidential and shall be handled per applicable guidelines.
3. The Contractor agrees that they will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified herein.
4. The Contractor shall meet all service requirements of this contract.
5. The Contractor’s failure to perform services as required herein is a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
6. The Contractor shall comply with all performance reporting and monitoring procedures as stated in this contract. The Contractor’s failure to comply with this mandatory reporting and monitoring shall be considered a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards stated herein.

B. Purchaser’s Responsibilities

1. The Purchaser shall determine eligibility for the School Backpack Food Program based on required information provided by the Contractor. Eligible children must be Belmont County residents, attending a participating Belmont County school district, meet all TANF eligibility requirements, and be an active recipient of either TANF, SNAP and/or Medicaid benefits in an open case.
2. The Purchaser will provide readily available information that may be required from the Contractor to report program status to the State of Ohio.
3. The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards, reporting, and monitoring as stated herein.

C. Performance Standards

To reach the outcome and purpose stated herein, the performance of services under the terms of this contract must mee the following standard:

1. The Contractor shall provide a list of participating students along with a signed parental/caretaker consent form to determine eligibility for the School Backpack Food Program. The Purchaser will verify and determine eligibility as stated in paragraph B(1) of this article based on the information provided by the Contractor.

D. Performance Reporting

1. The Purchaser agrees to compensate the Contractor per the rate established in Article VI.
2. The invoice shall include the agreed upon billable activities as detailed in Article VI and the Contractor’s name and address to remit the payment.
3. Upon mutual agreement between the Purchaser and Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those that may be discussed in this agreement if the correct and required information is provided. The failure of the Contractor to deliver all required performance reports by the deadline stated in this article will be a breach of this contract thus triggering the Purchaser’s right to termination, cancellation, remuneration, repayment, rescission, and modification at the Purchaser’s discretion.

E. Evaluation and Monitoring

The Purchaser will periodically evaluate the Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both on and off-site activities including file inspections, program observation, and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor advance notice prior to any evaluation and monitoring activity. The Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser’s rights to termination, cancellation, rescission, modification, remuneration and repayment.

VI. Availability of Funds

Payment for the performance of services pursuant to this agreement are contingent upon the continued availability of TANF funds (CFDA #93.558). In no event, shall the amount of reimbursement to the Contractor under the terms of this contract exceed **\$30,000.00**. The maximum reimbursement per eligible child is for the purchase of 1000 units at a per unit rate of \$30.00. Children’s eligibility for assistance under the School Backpack Food Program shall not exceed four months. All financial obligations of the Purchaser, under this contract, are subject to federal and State of Ohio funding levels consistent with the fiscal year and are contingent upon available funding. Lack of available funding to fund the purchase of services pursuant to this contract shall deem the contract terminated effective immediately upon notification of the unavailability of the necessary TANF funding.

VII.Allowable Costs

The Purchaser will only issue payment for those costs authorized under applicable federal, State of Ohio, and local laws and policies.

VIII.Billing, Payment and Costs

Invoice(s) shall be submitted no later than **August 31, 2025**. The Contractor shall provide all necessary child participant rosters along with the parental/caretaker consent forms to the Purchaser no later than **June 30, 2025** to allow for verification of eligibility for TANF payment to the Backpack School Food Program. The failure to submit this information timely may be considered a breach of contract. The Purchaser will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices shall be processed for payment within thirty (30) days of receipt. Contractor’s receipt of payment is contingent upon processing by the Belmont County Auditor’s Office and shall be issued through the United States Postal Service. Reasons for denial of payment include but are not limited to failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements, and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

IX. Purchasing or Leasing of Fixed Assets (Equipment)

For the purposes of this contract, a fixed asset is defined as any item having a useful life that exceeds one (1) year, regardless of cost. Fixed assets purchased with these funds are property of the Purchaser and shall only be used in the program or project for which they were acquired. No purchase of vehicles is permitted under the terms of this contract. Procurement of fixed assets must follow federal, State of Ohio, and local policies. When the program ends, funding expires, or the Contractor no longer needs the fixed asset, the Purchaser shall provide guidance regarding its disposition. All fixed assets are to be reported to the Purchaser within thirty (30) days of purchase and registered on the Purchaser’s inventory/fixed asset management system.

Inventory: Fixed assets purchased under this agreement shall become the property of the Purchaser. Newly acquired inventory shall be reported to the Purchaser within thirty (30) days of the purchase. These assets shall be issued the Purchaser’s inventory tags. It will be the Contractor’s responsibility to affix the tags and maintain the asset.

Usage: The Contractor covenants to maintain the asset(s) referenced above, whether purchased or leased, in good condition and repair and agrees not to commit or suffer any waste to the property and will comply with all statutes, ordinances, and regulations effecting said property or any part thereof and all covenants, restrictions, and agreements of which apply to the property or any part thereof.

X. Duplicate Billing

The Contractor warrants that claims made to the Purchaser for payment shall be for performance of actual services rendered and shall not duplicate claims made by the Contractor to other sources of funding, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit multiple sources of funding, public or private, to meet the School Backpack Food Program objectives as long as each service is not paid for more than once.

XI. Audit Responsibility and Repayment

The Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit authorities related to the performance of this contract. Audits may be conducted using a “sampling” method. Areas to be reviewed include but are not limited to months, expenses, total units and billable units. If errors are discovered, the error rate of the sample will be applied to the entire audit.

The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified, it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, the Contractors will sign a “Repayment of Funds” agreement. Furthermore, the Purchaser may withhold payment and take any other legal action deemed necessary for recovering any funds erroneously paid under the terms of this agreement if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be cancelled and not reissued. Terms of the “Repayment of Funds” agreement may be negotiated between both parties at the sole discretion of the Purchaser.

The Purchaser, at its sole discretion, may allow a change in terms of repayment. Such change(s) will required an amendment to the “Repayment of Funds” agreement.

XII.Warranty

The Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII.Insurance

The Contractor shall comply with the laws of the State of Ohio with respect to any and all applicable insurance including but not limited to liability and worker’s compensation coverages.

XIV.Notice

Notice, as required under this agreement, shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV.Availability and Retention of Records

In addition to the responsibilities delineated in other articles, the Contractor is specifically required to retain and make available to the Purchaser all records related to the performance of services under this contract, including all supporting documentation necessary for audit by the Purchaser, the State of Ohio including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General, or any other duly appointed law enforcement official, and agencies of the United States government for at least seven (7) years after acceptance of audit exit report. If an audit is initiated during this period, the Contractor shall retain such records until the audit is completed and all issues are resolved.

XVI.Confidentiality

The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its clients regarding the confidentiality of the Purchaser’s clients. The Contractor understands that any access to the identities of such clients shall only be provided as is necessary for the purpose of performing its responsibilities under the terms of this contract. The Contractor understands that the use or disclosure of information concerning the Purchaser’s clients for any purpose not directly related to the performance of this contract is strictly prohibited and may constitute a breach of contract.

XVII.Conflict of Interest and Disclosure

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating other under agreements with parties other than the Purchaser, if this other work does not interfere with the Contractor’s performance of services under this contract. The Contractor warrants that at the time of executing this contract, it has no interest in, and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser’s officers, the Belmont County Board of Commissioners, or any other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor confirms that it has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of the Purchaser will gain financially or receive personal favors because of the signing or implementation of this contract.

The Contractor will report the discovery of any potential conflict of interest to the Purchaser. Should a conflict of interest be discovered during the terms of this contract, the Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee’s business, or any business relationship or financial interest that a county employee has with the Contractor or in its business.

XVIII.Compliance

The Contractor certifies that all who perform services, directly or indirectly, under this contractor, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars and State of Ohio laws and regulations, including Ohio Administrative Code regulations.

The Contractor accepts full responsibility for payment of all unemployment compensation premiums, all income tax deductions, pension deductions, and all other taxes or payroll deductions required for the performance of the work required hereunder by the Contractor’s employees, if applicable.

The Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX.Relationship

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association, or joint venture between the Contractor and Purchaser. The Contractor will always have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on the Purchaser and the Belmont County Board of Commissioners.

XX.Assignments

The Contractor shall not assign this contract without express, written consent of the Purchaser.

XXI.Subcontracts

In the event the Purchaser approves of a subcontract of all, or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. The Contractor is solely responsible for making payments to all subcontractors for any service they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII.Integration, Modification and Amendment

This instrument is the entire contract between the parties and no covenants, terms, conditions, or obligations exist other than those contained herein. This contract super cedes all pervious communications, representation, or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII.Termination

This contract may be terminated by either party upon written notice delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article XI of this agreement.

XXIV.Breach of Contract

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party’s rights of termination, cancellation, remuneration, repayment, rescission, and modification, as defined herein and at the non-breaking party’s discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment, as applicable, the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV.Waiver

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI.Indemnification

The Contractor agrees to protect, defend, indemnify, and hold free and harmless the Purchaser, its officers, employees and agents, and the Belmont County Board of County Commissioners against any and all losses, penalties, damages, settlements, costs, or liabilities of every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor, its officers, agents, employees, and independent contractors.

The Contractor shall pay all damages, costs and expenses of the Purchaser, its officer, agents and employees, and the Belmont County Board of County Commissioners in connection with any omission or negligent action.

XXVII.Governing Law and Forum

This contract and any modifications and amendments thereto shall be governed by and construed under the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII.Severability

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such terms and provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX.Non-Discrimination

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and State of Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended, and Ohio Civil Rights Laws.

During the performance of this contract, the Contractor shall not discriminate against any employee, contract worker, or applicant for employment based on race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam era veteran status, age, political belief, or place of birth. The Contractor shall take affirmative action to ensure that during employment all employee and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam era veteran status, age, political belief, or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and State of Ohio non-discrimination laws.

The Contractor or any person claiming through the Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract or in reference to any contractor or subcontractors of the Purchaser.

XXX.Child Support Enforcement

The Contractor agrees to cooperate with the Purchaser, the Ohio Department of Job and Family Services, and any other child support enforcement agency in ensuring that the Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, the Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI.Public Assistance Work Program Clients

In compliance with the Ohio Revised Code, the Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. The Contractor agrees to include this provision in any contract, subcontract, grant, or procedure with any other party that will be providing services, directly or indirectly, to the Purchaser’s Ohio Works First clients.

XXXII.Drug Free Workplace

The Contractor will comply with all applicable state and federal laws regarding a drug free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract will not purchase, transfer, use, or possess illegal drugs or alcohol or prescription drugs in any way while working.

XXXIII.Copeland “Anti-Kickback” Act

The Contractor will comply with 18 USC 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV.Davis-Bacon Act

The Contractor will comply with 40 USC 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXV.Contract Work Hours and Safety Act

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Act, 40 USC 327-330, as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI.Public Records

This contract is a matter of public records under the laws of the State of Ohio. The Contractor agrees to make copies of this contract promptly available to any requesting party.

XXXVII.Clean Air Act

The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Air Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

XXXVIII.Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).

XXXIX.Procurement

The Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

Signatures:

<u>Jeffery Felton /s/</u> Jeffery Felton, Director Belmont County Department of Job and Family Services	<u>5/30/2025</u> Date
<u>Sarah Bradley /s/</u> Sarah Bradley, Vice-President of Sales The Outreach Program	<u>5/30/2025</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton, President Belmont County Board of County Commissioners	<u>6-4-25</u> Date
<u>Jerry Echemann /s/</u> Belmont County Board of County Commissioners	<u>6-4-25</u> Date
<u>Vince Gianangeli /s/</u> Vince Gianangeli, Member Belmont County Board of County Commissioners	<u>6-4-25</u> Date
Approved as to form: <u>Jacob Manning /s/</u> Jacob Manning, Assistant Prosecutor Belmont County Prosecutor’s Office	<u>5/30/2025</u> Date
Upon roll call the vote was as follows:	

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

Mr. Felton, said this offsets some of the cost of the program. Eligibility needs to be verified.

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND BELMONT COUNTY HEALTH DEPARTMENT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the contract between Belmont County Department of Job and Family Services and Belmont County Health Department, to provide home visiting services to Belmont County Department of Job and Family Services, Children Services Division of Belmont County for eligible families, effective April 1, 2025 through June 30, 2026 in an amount not to exceed \$30,000.00.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Plan of Safe Care Home Visitor**

Whereas, this contract, entered into on this 4th day of **June 2025** by and between the Belmont County Department of Job and Family Services (hereinafter “Agency”) and Belmont County Health Department (hereinafter “Contractor”), is for the purchase of the performance of the following services: Home Visiting to implement Plans of Safe Care that meets the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

I PURPOSE
The purpose of this contract is to provide Home Visiting services to Belmont County Department of Job and Family Services, Children Services Division of Belmont County. Eligible families are those eligible as determined by the Agency.

II PARTIES
The parties to this agreement are as follows:

Agency:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville, OH 43950 740-695-1075
Contractor:	Belmont County Health Department 68501 Bannock Uniontown Rd. St. Clairsville, OH 43950 740-695-1202

III CONTRACT PERIOD
This contract and its terms are effective April 1, 2025, through June 30, 2026.

IV DEFINITIONS
The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs
Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Participants
A participant is an individual who has been determined to have a “plan of safe care” as determined by BCDJFS, Children Services Department.

Performance
Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Services
Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

V SCOPE OF WORK
Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Agency agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. Initiate contact with the family within one week of the referral receipt in an attempt to schedule a home visit.
2. Review, revise (if necessary), and implement the Plan of Safe Care and report these to Belmont County Job and Family Services.
3. Coordinate services with Early Intervention and Home Visiting.
4. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
5. Contractor agrees that they will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
6. Contractor shall meet all service requirements of this contract.

7.

Contractor’s failure to perform services as required herein is a breach of this contract, thus triggering Agency’s right to terminate, cancel, rescind, and modify this contract as well as Agency’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
8.

Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Agency’s right to terminate, cancel, rescind, and modify this contract as well as Agency’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
- B. Agency Responsibilities

1.

Agency will refer eligible families to the contractor.

2.

Agency will monitor Contractor’s activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.
- C. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

1.

Meet with the family face-to-face within 14 days of referral. Subsequent visits will be determined by the Plan of Safe Care.

2.

Assist family in meeting goals of the Plan of Safe Care

3.

Coordinate Plan of Safe Care with other services (e.g., Early Intervention, Help Me Grow) provided to the family.
- D. Performance Reporting

1.

Contractor will complete monthly billing and provide to the Agency an invoice for services provided and incorporated into this agreement. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

2.

Agency agrees to compensate contractor at a rate of \$10.00 per quarter hour, including travel time to and from the client’s home. Documentation of activities is limited to one quarter hour per face to face session. Should the contractor be called upon to testify in Juvenile Court in abuse, neglect, or dependency hearings, the contractor will be compensated at the agreed upon rate for the time testifying as well as the time spent in the court awaiting to be called as a witness.

3.

The Agency will also reimburse the contractor for mileage at the current IRS rate for travel to and from the client’s home, and to and from interagency meeting regarding client progress.

4.

Monthly invoice will include the Name of the Client and Date of Contact, hours of direct service, supplies purchased, and incentives the client has earned.
- E. Evaluation and Monitoring

Agency shall periodically evaluate Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Agency will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Agency’s rights of termination, cancellation, rescission, modification, remuneration and repayment.
- VI

AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$30,000**. All financial obligations of Agency under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.
- VII

ALLOWABLE COSTS

Agency will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.
- VIII

BILLING, PAYMENT AND COSTS

Invoices will be submitted each month by the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Agency will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment. Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, Agency may choose to modify this contract so that proportional payment, as defined in Article IV, is made.
- IX

DUPLICATE BILLING

Contractor warrants that claims made to Agency for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.
- X

AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducted using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. Contractor agrees to repay Agency the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month. If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Agency may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued. Agency, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.
- XI

DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Agency and shall be delivered to Agency when the term of this contract expires.
- XII

WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.
- XIII

INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.
- XIV

NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.
- XV

AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Agency all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Agency, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Agency and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Agency’s consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Agency, as long as this other work does not interfere with Contractor’s performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Agency’s offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Agency will gain financially or receive personal favors as a result of the signing or implementation of this contract. Contractor will report the discovery of any potential conflict of interest to Agency. Should a conflict of interest be discovered during the term of this contract, Agency may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications. Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee’s business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the BCDJFS’s policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor’s employees. Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Agency. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Agency, the Belmont County Board of Commissioners and the BCDJFS.

XX ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Agency.

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Agency. In the event Agency approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supersedes all previous communications, representations or writings, including other contracts, written or oral, between the parties. Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Agency must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party’s rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party’s discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Agency, its officers, employees and agents, the Belmont County Board of County Commissioners and the BCDJFS against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Agency, ODJFS and any other child support enforcement agency in ensuring that Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Agency’s Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND “ANTI-KICKBACK” ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

XXXVIII ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX COPYRIGHTS AND RIGHTS IN DATA

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133.

XL PATENT RIGHTS

Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

XLI PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Agency.

SIGNATURES

Signatures:

Jeffery Felton /s/
Jeffery Felton, Director
Belmont County Department of Job and Family Services

Jerry Echemann /s/
Jerry Echemann, Belmont County Commissioners

Vince Gianangeli /s/
Vince Gianangeli, Belmont County Commissioners

J. P. Dutton /s/
J. P. Dutton, Belmont County Commissioners

Rob Sproul /s/
Belmont County Health Department

Jacob Manning /s/

6/2/2025
Date

6-4-25
Date

6-4-25
Date

6-4-25
Date

5/29/2025
Date

June 3, 2025
Date

Approved as to form:

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

Mr. Felton said this contract covers children from ages 0-12 months that have been exposed to drugs at birth if they have medical needs. Mr. Felton said they have a good partnership with Wheeling Hospital and the Health Department.

IN THE MATTER OF APPROVING THE MODIFICATION TO THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND THE EAST CENTRAL OHIO EDUCATIONAL SERVICE CENTER

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the modification to the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and the East Central Ohio Educational Service Center for

Adult Mentoring for In-School Youth and In and Out-of-School Youth adding an additional \$1,000.00 for a new not to exceed amount of \$189,443.00, effective July 1, 2024 to June 30, 2025 for Program Year 2024.
Note: This is retroactive to May 1, 2025 and will cover increased costs.

**Modification to the CCMEP TANF/Workforce Investment and Opportunity Act (WIOA)
Youth Services Contract
For
Program Year 2024 (July 1, 2024-June 30, 2025)**

Purchaser: Belmont County Department of Job and Family Services
310 Fox-Shannon Place
St. Clairsville OH 43950
Contractor: The East Central Ohio Educational Service Center
67400 Betty Lee Way
St. Clairsville OH 43950
UEI: H9UJNRK75UX3
WIOA Area 16 Subgrant Agreement G-2425-15-0187

This contract modification is entered into on the **4th day of June 2025** and is retroactive to **May 1, 2025**. The modification applies to **Article VI – Availability of Funds** of the original contract signed on July 10, 2024. Article VI shall be amended as follows to allow for the continuation of services without delay or interruption of payment for services:

Article VI – Availability of Funds
Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) funds (CFDA #93.558). In no event shall the amount of reimbursement to the contractor under the terms of this contract exceed **\$189,443.00**. This is further restricted as follows:
\$160,176.00 is CCMEP TANF Funds (CFDA #93.558)
\$29,267.00 is WIOA Youth Funds (CFDA #17.259)
All financial obligations of the Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

The maximum total reimbursement paid out under the terms of this contract has been amended from \$188,443.00 to \$189,443.00, an increase of \$1,000.00 which is entirely CCMEP WIOA Youth (CFDA #17.259) funding to cover the increased costs in adult mentoring for in-school and out-of-school WIOA only eligible youth.
All other terms and conditions of the original contract remain unchanged.

Signatures:
Jeffery Felton /s/ _____ 5/7/2025
Jeffery Felton, Director Date
Belmont County Department of Job and Family Services
Randy Lucas /s/ _____ 5/28/2025
Randy Lucas, Superintendent Date
The East Central Ohio Educational Service Center
J. P. Dutton /s/ _____ 6-4-25
J. P. Dutton, President Date
Belmont County Board of Commissioners

Jerry Echemann /s/ _____ 6-4-25
Jerry Echemann, Vice-President Date
Belmont County Board of Commissioners
Vince Gianangeli /s/ _____ 6-4-25
Vince Gianangeli, Commissioner Date
Approved as to form:
Jacob Manning /s/ _____ June 3, 2025
Jacob Manning, Assistant Prosecutor Date
Belmont County Prosecutor
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES TITLE XX COUNTY PROFILE FOR 2026

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and authorize J. P. Dutton, President of the Board of Belmont County Commissioners to sign the Ohio Department of Job & Family Services Title XX County Profile for 2026.
Upon roll call the vote was as follows:

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

Mr. Felton said this profile prioritizes what the grant is used for.

Discussion-Mr. Dutton said Belmont County Job & Family Services touches a lot of different areas. He added Belmont County JFS and Senior Services provides a lot of support to children and seniors. Both departments have very effective directors. Mr. Dutton announced Mr. Felton was recently named President of the Ohio Job and Family Services Directors’ Association. Mr. Dutton said, “This is a huge leadership role. Jeff is instrumental in shaping policies that directly impact not only our county, but agencies across the entire state.” Mr. Dutton said Mr. Felton recently was awarded the John Fischer Service Award, named in honor of the former Licking County DJFS Director. The award recognizes character, professional experience, communication skills and personal commitment. Mr. Dutton said, “He exceeds expectations in all four categories, We’re incredibly fortunate to have someone of his caliber leading our department.” Mr. Felton said he could not do the work as well without the Commissioners’ support.

**Ohio COMPAC Coordinator Dave Dilly
Re: Resolution in Support of Black Lung Benefits Increase**

Present: Dave Dilly, Ray Wright and Mel Woods, United Mine Workers of America.
Mr. Dilly said they are trying to get Black Lung Benefits increased. When it was first put in place it was a good deal, but it has flat-lined and it needs increased. He added Black Lung is on the rise with miners and workers still need to get checked.

IN THE MATTER OF ADOPTING THE RESOLUTION IN SUPPORT OF BLACK LUNG BENEFITS INCREASE

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution in Support of Black Lung Benefits Increase.

**RESOLUTION IN SUPPORT OF
BLACK LUNG BENEFITS INCREASE**

WHEREAS, Belmont County is a community in Ohio, a region with many rich assets, including our land, water, heritage, and people who have mined coal that has fueled the United States for over a century; and
WHEREAS, one of the consequences of our history of coal mining has been that generations of our families and communities have suffered from high rates of black lung disease, an incurable and fatal disease caused by exposure to coal and silica dust; and
WHEREAS thousands of coal miners disabled by black lung disease and their dependents rely on federal black lung benefits including, in FY2024, 595 Ohioans, of which 98 claimants reside in Belmont County; and
WHEREAS, the federal benefits provided to residents of Belmont County delivered an estimated \$2,220,431.16 in disability and medical benefits in 2024, providing an important financial lifeline to affected families and supporting the local economy through spending at local businesses and medical facilities; and
WHEREAS, the spending value of federal black lung benefit payments have declined by over thirty percent since 1969, because black lung benefits are not tied to increases in the cost of living or rising inflation; and
WHEREAS, a living wage in Belmont County is over four times the amount of what is provided by federal black lung benefit rates; and
WHEREAS, we are concerned about the general welfare of our mining families, specifically the impacts of rising inflation, and believe that our miners deserve to live their lives with dignity;
THEREFORE, BE IT RESOLVED THAT, the County of Belmont, Ohio urges U.S. Senators Bernie Moreno and Jon Husted, along with U.S. Representative Michael Rulli, to support and vote for legislation to assist disabled miners, including legislation to increase monthly black lung benefit rates.
Adopted this 4th day of June 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

**Tate Blanchard, IC Care Chief Development Officer
Re: Alzheimer’s and Brain Awareness Month Resolution**

Mr. Blanchard said 11% of residents of Belmont County age sixty-five or older have been diagnosed with some form of dementia and that number increases every year. He said, “If you have known anyone that has ever suffered from some form of dementia, it doesn’t just rob the individual of who they are and their memories, but it also robs the family of the person that they loved. It becomes very difficult.” Mr. Blanchard added there are currently three drugs on the market that slows the progression of Alzheimer’s.

**IN THE MATTER OF ADOPTING THE RESOLUTION
RECOGNIZING ALZHEIMER’S AND BRAIN AWARENESS MONTH**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution recognizing Alzheimer’s and Brain Awareness Month.

***Resolution
Recognizing
“ALZHEIMER’S AND BRAIN AWARENESS MONTH”***

WHEREAS, the month of June 2025 has been declared Alzheimer’s and Brain Awareness Month to help spread awareness of this debilitating disease and the need to increase efforts to combat its human and economic costs; and
WHEREAS, in 2025 Alzheimer’s and other dementias will cost the nation \$384 billion, by 2050 these costs could rise to nearly \$1 trillion; and
WHEREAS, Alzheimer’s disease, a progressive neurodegenerative brain disorder, tragically robs individuals of their memories and leads to mental and physical impairments; and
WHEREAS, between 2000 and 2022 deaths from Alzheimer’s has increased 142%; and
WHEREAS, Alzheimer’s disease is a family disease impacting spouses, partners, children, siblings, and other relatives who provide unpaid assistance to a loved one; and
WHEREAS, on average, a person with Alzheimer’s disease lives four to eight years after diagnosis, but can live as long as 20 years, depending on other factors; and
WHEREAS, individuals living with Alzheimer’s disease and their caregivers need acknowledgement, support, and services to meet their needs over the lengthy progression of Alzheimer’s disease and related dementias.
NOW, THEREFORE, BE IT RESOLVED, the Belmont County Board of Commissioners recognizes the month of June 2025 as Alzheimer’s and Brain Awareness Month and calls this observance to the attention of all citizens throughout Belmont County.
Adopted this 4th day of June 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 Public Hearing-Road Improvement 1195
Re: Vacation of an unnamed alley located in Pease Township**

Present: Joshua Crowley, Engineer’s Department and Mike Bianconi, Pease Township Trustee. Mr. Crowley said the 150’x30’ piece of property will be split down the middle and go to the adjourning property owners. In attendance at the viewing were Commissioners Echemann and Gianangeli, Pease Township Trustees Mike Bianconi and Roger Weaver, Joshua Crowley and the Petitioner.

**REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06
ROAD IMP #1195**

IN THE MATTER OF
THE VACATION OF Unnamed Alley
PEASE TWP. SEC. 4, T-6, R-3

DATE: JUNE 2, 2025

To the Board of County Commissioners of Belmont County, Ohio:
The undersigned, in obedience to your order, dated **MAY 28, 2025**
Proceeded on **JUNE 4, 2025** to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:
In the opinion of the undersigned the proposed improvement should be granted.
An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement is made, together with the name of each owner, accompany this report and are made a part thereof.
An accurate and detailed description of the proposed improvement describing therein the centerline and right-of-way lines follow:
“See Attached Plat”
Terry Lively /s/
Terry D. Lively, P.S., P.E.,
COUNTY ENGINEER OF BELMONT CO, OH

IN THE MATTER OF THE VACATION OF
AN UNNAMED ALLEY LOCATED IN
PEASE TWP. SEC. 4, T-6, R-3/RD IMP 1195

Office of County Commissioners
Belmont County, Ohio
**RESOLUTION-GRANTING PROPOSED IMPROVEMENT
ORDERING RECORD, ETC.**
Rd. Imp. #1195

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 4th day of June, 2025, in the office of the Commissioners with the following members present:

Mr. Dutton
Mr. Echemann
Mr. Gianangeli

Mr. Dutton moved the adoption of the following Resolution:
WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and
WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it
RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further
RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said alley is hereby ordered vacated.
RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

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

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

Adopted the 4th day of June, 2025

Bonnie Zuzak /s/
Clerk, Board of County Commissioners,
Belmont County, Ohio

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:36 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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:46 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 1:46 p.m.
Upon roll call the vote was as follows:

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

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

IN THE MATTER OF ADOPTING JOB DESCRIPTION
FOR THE CLERK TO THE BOARD OF COMMISSIONERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the revised job description for Clerk to the Board of Commissioners, effective June 4, 2025.

Belmont County Board of Commissioners
Job Title: Clerk to the Board of Commissioners
Reports To: Board of Commissioners
Classification: Unclassified
FLSA Status: Exempt
Hourly Rate Base: Salary
Job Responsibilities:

The Clerk to the Board is responsible for maintaining and signing a full and permanent record of all proceedings and actions taken by the Board of County Commissioners. The Clerk to the Board is also charged with relieving the Commissioners of routine and non-routine functions and tasks as assigned. The Clerk to the Board performs the statutory duties of Clerk of the Board, including attending Board meetings and oversight of Board meeting agendas and meeting minutes.

Job Duties:

50%	Prepares and types resolutions, correspondence, contracts, legal notices, meeting agendas, meeting minutes and other documents; proofreads and corrects typewritten materials; files and retrieves documents, etc.
40%	Performs statutory duties of Clerk to the Board, i.e., schedules and attends Board meetings, prepares agendas, maintains records of board proceedings, maintains minutes, enters board orders into official journal, etc.
5%	Communicates with County officials, department heads, employees and general public; maintains appointment calendar for Commissioners; receives and screens visitors and phone calls. Supervise staff and assign duties. Coordinates and oversees new employees.
5%	Research extensively, meet with legal counsel regularly to discuss policy and procedures and report back to the Board of Commissioners; coordinate all functions of Commissioner’s office; prepare responses to all Public Records requests; performs various other routine clerical tasks as assigned, e.g., updates operational records, sorts and distributes mail, assists with operation of switchboard as necessary.

Job Requirements and Qualifications:

- Associate Degree in Business/Public Administration, Executive Secretarial, Records Management, at least five (5) years’ experience serving as an Administrative, Executive or Legal Secretary. OR considerable experience in local government, or other equivalent experience, preferably at the county or municipal government level; or any equivalent combination of accepted education and experience that would provide the necessary knowledge, abilities, and skills.
- Basic knowledge of federal, state, and county government structure and process.
- Basic knowledge of Ohio's Public Records Act and Sunshine laws.
- Ability to perform the duties described in Sections 305.10 and 305.11 of the Ohio Revised Code.
- Experience in office practices and procedures.
- Experience in maintaining records and preparing reports.
- Ability to analyze and interpret the Ohio Revised Code, administrative codes, policies, and procedures and apply them to organizational situations.
- Ability to prepare necessary legal documents for public hearings as required by Ohio Revised Code.
- Ability to work overtime and outside of typical work schedule/business hours as required.
- Ability to supervise.
- Ability to organize time and prioritize work assignments and activities.
- Ability to work with minimal supervision.
- Ability to communicate professionally and effectively with internal and external customers, both orally and in writing.
- Ability to maintain confidentiality and neutrality in a sensitive environment.
- Ability to develop and maintain effective working relationships with the general public, elected officials, County Commissioners, government officials, superiors and co-workers.
- Ability to respond to citizen questions and requests.
- Skill in the use of a computer and associated computer programs, including, but not limited to, Adobe, Microsoft Word, Excel, Gmail, and agency specific programs.
- Ability to follow oral and written instructions.
- Ability to obtain and maintain certification as a Notary Public.
- Skill in proofreading.
- Knowledge of English grammar, spelling, punctuation and word usage.
- Valid driver's license.

Essential Functions of the Position:

- Creates and maintains complete record of the proceedings of the Board of County Commissioners.
- Records minutes of Commissioners' meetings and prepares permanent electronic recordings.
- Certifies Board resolutions.
- Prepares agenda for Board meetings.
- Researches and prepares resolutions for Board meetings.
- Assures that all documentation is properly prepared for Board meetings.
- Maintains index of Commissioner's Resolutions.
- Transmits decisions and directives from Commissioners to other public officials or general public through correspondence or news media.
- Monitors monthly schedule for Commissioner's meetings/hearings and reviews requirements pursuant to Ohio Revised Code.
- Meets and corresponds with various citizen, professional, business and other groups to answer questions.
- Ensures compliance with Ohio Public Records Act and Sunshine laws.
- Plans and coordinates meetings and hearings.
- Performs general clerical duties including, but not limited to, processing Commissioners' mail, answering telephone, typing forms and letters, word processing and related computer operations, filing, greeting visitors and reception work.
- Provides information and assistance to the public on Commissioners' matters.
- Supports Commissioners' directives by working with local agencies, attending meetings, conferences, workshops, training sessions, and performing a variety of public relations duties.
- Serves as the primary user of the audio/visual system and recording equipment in the Commissioners’ hearing room and coordinates use and management of such systems.
- Tracks board appointments made by the Board of Commissioners and their expiration period.
- Disseminate information to the Board for review in a timely manner.
- Devises correspondence, completing forms, and developing reports as needed.
- Performing minor accounting duties.
- Works outside of typical work schedule/business hours as required.
- Demonstrates regular and predictable attendance.
- Knowledge of county programs and projects.

Physically Demanding Working Conditions:

- Alternate frequently between sitting/standing/walking throughout an eight (8) hour workday.
- Lift/carry a minimum of eight (8) pounds.
- Reaching with bilateral upper extremities into/up to/down to various heights.
- Push/pull with twenty (20) pounds of initial force.
- Climb onto stepladder (2 steps).
- Bend/squat/crouch/kneel.

Difficulty of Work:

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

Responsibility:

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

Personal Work Relationships:

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE JOB DESCRIPTION
AND PAY SCALE FOR IT AT BELMONT COUNTY 9-1-1**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the job description for 9-1-1 IT at Belmont County 9-1-1, pay scale 7, effective June 4, 2025.

Belmont County Commissioners Office

Job Title: 9-1-1 IT

Supervised By: 9-1-1 Director

Classification: Classified

Hourly Base Rate: See current pay scale

Position Summary:

The 9-1-1 IT Technician is an employee of the Belmont County Commission and, as such, shall comply with all rules, regulations, and directives of the Commission. The IT Technician shall report directly to the 9-1-1 director.

Essential duties and responsibilities:

- Respond to IT Issues, hardware maintenance, software, networking, etc.
- Evaluate connectivity issues, equipment, and software.
- Install and run all necessary cabling for the building.
- Modify configurations, utilities, software, etc. As needed for all systems.
- Set up equipment for new hardware, software, and vendors.
- Install, test, and monitor servers, firewalls, and new software.
- Preform data backups and maintain off site- storage of backup data.
- Develop and maintain preventative maintenance schedules for all PC’s, systems and hardware, to ensure an up to date, dependable network environment.
- Assist with servers, LAN/WAN technologies, computer repair, troubleshooting software, networks, virus protections, WIFI Technologies, and more.
- Keeps all systems up to date through systems updates and upgrades.
- Monitor and maintain networking equipment.
- Assist with the design, implementation, and ongoing support of new software and features.
- Monitor systems performance for all system, servers, and network.
- Troubleshooting for all system and servers.
- Provide technical support either by phone, remote access or site visits as needed.
- Assisting EMA on an as needed basis.
- Other duties as assigned.

Skills and Knowledge:

- Promote and maintain positive working relationships and good public relationships as a representative of Belmont County.
- Ability to diagnose, troubleshoot, and resolve multiple hardware, software, and network issues.
- Ability to multitask, prioritize, work independently, and manage time efficiently.
- Must have excellent verbal and written communication skills.
- Must be proficient in grammar, mathematical skills, spelling, and punctuation.
- Comfortable in a diverse and fast-paces environment.
- Must be goal-oriented, organized and a team player.
- Must be Up to date on the latest advancements in applications, hardware, public safety software, new systems, information, software, and upgrades.
- Ability to work with various vendors as the onsite contact for issues with their software and hardware.
- Be willing to learn basics of public safety radio systems, radios, pagers, and mobile data terminals. Assist in programming and troubleshooting the same. Knowledge of, or willingness to learn, public safety radio systems (specifically Motorola 800 MHz P25 Trunked) which can include Mobiles, portables, bases, general programming, troubleshooting, and working with radio vendors to resolve issues Knowledge of public safety software such as CAD, Mobile Data Terminals, Mapping/ GPS, Voice and Data Recorder, 9-1-1 Phone systems, Admin Phone systems, Remote fax and paging, General Office Equipment.
- Networking such as on-site networks, routers, switches and cables, VPN’s, Fiber Internet and phone connections, WIFI and Net Extenders, LEADS and NCIC Networks.

Education:

- An Associates Degree or equivalent (Bachelor’s Degree) in computer science, information systems or related field is required.

Required Qualifications:

- A Minimum of Two (2) years’ experience as a network technician, computer technician, IT Technician or equivalent.
- Experience with 9-1-1/ Dispatch systems and technologies is a plus, but not required.
- Must comply with all security requirements issued by CJIS, LEADS, and FBI.
- Required to submit a state and federal background check and be free of felony convictions.
- Must maintain a clean record throughout employment.
- Must maintain confidentiality for all sensitive activity and stored data in the communications center.
- Must maintain a valid driver’s license and comply with all county driving SOPs as travel to various locations while on duty is required.
- Experience working with network and server management support.
- Must demonstrate regular and predictable attendance, including presence during inclement weather
- Ability to work overtime, as needed, and be available for after hours for system issues that interrupt normal operations. Aid on-call supervisors for issues beyond their scope and ability.

Physical Requirements:

- Sitting for an extended period, typing, filing, listening, seeing, communicating, and walking.
- Ability to physically stand, bend, squat, and lift equipment

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes

Mr. Gianangeli Yes

**IN THE MATTER OF AMENDING START DATE OF JACK KOONTZ,
SUMMER EMPLOYEE AT BELMONT COUNTY WATER AND SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to amend the start date of Jack Koontz, summer employee at the Belmont County Water and Sewer District, from May 27, 2025 to June 2, 2025.

Upon roll call the vote was as follows:

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

Mr. Dutton said there is one additional motion to consider that is not the result of executive session.

**IN THE MATTER OF ADOPTING A RESOLUTION REVIEWING
THE CURRENT LOCAL GOVERNMENT FUND CALCULATION
METHOD AND APPROVING THE NEW PROPOSED LOCAL
GOVERNMENT CALCULATION FOR USE BEGINNING IN 2026**

WHEREAS, the State of Ohio distributes Local Government Fund (LGF) revenues to counties to support municipal and township operations and public services; and

WHEREAS, pursuant to Ohio Revised Code (ORC) Section 5747.53, the County Budget Commission is responsible for reviewing and approving the method of apportioning LGF distributions among eligible subdivisions within the county; and

WHEREAS, the Budget Commission of Belmont County has conducted a thorough review of the current LGF apportionment formula and its impact on townships, municipalities, and other eligible subdivisions; and

WHEREAS, the proposed calculation method was presented to the Board of Commissioners on June 4, 2025, including comparisons of projected allocations under the current and proposed methods; and

WHEREAS, the Board has reviewed the financial, operational, and policy impacts of the proposed formula on all affected political subdivisions within the county; and

WHEREAS, the Board of Commissioners has reviewed the proposed apportionment and agrees to the allocation designated for the County Commissioners' share.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Belmont County, Ohio, that:

1. **Approval of Commissioners' Share:** The Board hereby approves the portion of the proposed Local Government Fund apportionment designated for the Board of County Commissioners, as submitted by the County Budget Commission pursuant to ORC 5747.53.
2. **Notification:** The Clerk of the Board is directed to notify the County Budget Commission of this approval.

Commissioner Dutton moved and Commissioner Echemann seconded the foregoing resolution, and the roll call being on its adoption, the vote resulted as follows:

Ayes: Mr. Dutton Yes Mr. Echemann Yes Mr. Gianangeli Yes

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:47 P.M.
Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:47 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 11th day of June, 2025.

Commissioner J. P. Dutton – Absent

Jerry Echemann /s/

COUNTY COMMISSIONERS

June 4, 2025

Vince Gianangeli /s/

We, Jerry Echemann and Bonnie Zuzak, Vice-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.

Jerry Echemann /s/ VICE-PRESIDENT

Bonnie Zuzak /s/ CLERK