

St. Clairsville, Ohio

May 21, 2025

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

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. Gianangeli 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 \$1,116,697.63

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S71.000 Education/Recreation	E-8010-S030-S62.000 Printing/Advertising	\$300.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Gianangeli 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****

N58 SARGUS REMODELING FUND

E-9058-N058-N02.013	Contract Projects	\$24,986.00
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O12 NEFFS BOND RETIREMENT/BCWSD

E-9312-O012-O01.050	Principal Loan Payments	\$15,760.00
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O61 SEWER BOND RETIREMENT/BCWSD

E-9261-O061-O06.050	OWDA Loan Payments	\$10,000.00
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E-9261-O061-O07.051	OWDA Interest Payments	\$35,000.00
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P81 ARP ST. & LOCAL FISCAL RECOVERY

E-1801-P081-P05.055	Construction	\$2,500,000.00
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****MAY 20, 2025****

A00 GENERAL FUND

E-0131-A006-A02.002	Salaries	\$134,738.40
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E-0131-A006-A13.003	PERS/SPRS	\$24,387.65
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E-0151-A002-F09.000	Other Expenses	\$2,213.84
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C50 INDIGENT GUARDIANSHIP FUND

E-1653-C050-C02.000	Other Expenses	\$3,485.00
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C55 MEDIATION FUND/PROBATE COURT

E-1654-C055-C02.000	Other Expenses	\$1,620.00
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L05 WATERSHED COORDINATOR FUND/BSWCD

E-1815-L005-L01.002	Salaries	\$7,500.00
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M62 INTAKE COORDINATOR/JUVENILE COURT

E-0400-M062-M02.000	Other Expenses	\$1,468.84
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M72 DRUG COURT DONATIONS

E-0400-M072-M05.000	Other Expenses	\$406.28
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M78 TITLE IV-E REIMBURSEMENT (RANDOM MOMENTS)

E-0400-M078-M05.000	Other Expenses	\$12,516.55
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O12 NEFFS BOND RETIREMENT/BCWSD

E-9312-O012-O01.050	Principal Loan Payments	\$14,240.00
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O61 SEWER BOND RETIREMENT/BCWSD

E-9261-O061-O06.050	OWDA Loan Payments	\$55,000.00
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$5,877.06
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E-8010-S030-S55.010	Supplies	\$600.00
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E-8010-S030-S67.004	Workers Comp	\$1,157.14
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S81 PROBATE COURT-COMPUTER FUND

E-1581-S081-S08.000	Computer Expenses	\$6,579.46
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S85 JUVENILE COURT-COMPUTER FUND

E-1582-S085-S08.000	Computer Expenses	\$1,263.82
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S96 JUVENILE COURT-GEN SPEC. PROJECTS

E-1589-S096-S12.000	Other Expenses	\$4,853.02
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S97 PROBATE COURT-GEN SPEC. PROJECTS

E-1590-S097-S11.012	Computer Expenses	\$1,670.00
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S99 PROBATE COURT-CONDUCT BUSINESS FUND

E-1599-S099-S12.000	Other Expenses	\$1,960.00
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Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$242,916.94
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E-9801-Y001-Y03.000	Township-Permissive Tax	\$75,774.00
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E-9801-Y001-Y05.000	Pease Township	\$3,612.00
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E-9801-Y001-Y06.000	Goshen Township	\$1,732.00
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E-9801-Y001-Y07.000	Warren Township	\$4,043.00
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E-9801-Y001-Y08.000	Pultney Township	\$3,820.00
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E-9801-Y001-Y09.000	Flushing Township	\$536.00
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E-9801-Y001-Y10.000	Colerain Township	\$1,447.50
E-9801-Y001-Y11.000	Kirkwood Township	\$183.00
E-9801-Y001-Y12.000	Mead Township	\$769.50
E-9801-Y001-Y13.000	Richland Township	\$2,175.00
E-9801-Y001-Y14.000	Smith Township	\$505.50
E-9801-Y001-Y15.000	Somerset Township	\$577.50
E-9801-Y001-Y16.000	Union Township	\$765.00
E-9801-Y001-Y17.000	Washington Township	\$243.00
E-9801-Y001-Y18.000	Wayne Township	\$322.50
E-9801-Y001-Y19.000	Wheeling Township	\$684.00
E-9801-Y001-Y20.000	York Township	\$385.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Dutton, seconded by Mr. Gianangeli granting permission for county employees to travel as follows:

DJFS-Stacie Brown to New Concord, OH, on May 27, 2025, to attend the Youth ISP meeting. Estimated expenses: \$127.00. Stacie Brown to New Philadelphia, OH, on June 3, 2025, to attend the FCFC Association meeting. Estimated expenses: \$120.00. Hope Romshak to Columbus, OH, on June 10, 2025, to attend the Kinnect to Family Specialist/Supervisor Listening Session. Estimated expenses: \$50.00. Christine Parker to Lewis Center, OH, on June 25-27, 2025, to attend the PCSAO Executive meeting. Estimated expenses: \$557.80. Stacie Brown to Columbus, OH, on June 27, 2025, to attend the FCFC Association meeting. Estimated expenses: \$211.00. Mike Schlantz to Cadiz, OH, on June 13, 2025, to attend the WDB meeting. A county car will be used for travel. Mike Schlantz to Cadiz, OH, on June 20, September 26 and December 19, 2025, to attend the COG meetings. A county car will be used for travel.

SSOBC-Centerville Senior Center employees to Cumberland, OH, on June 4, 2025, for a senior outing to The Wilds. Lansing Senior Center employees to Wheeling, WV, on June 4, 2025, for a senior outing to Independence Hall. Barnesville Senior Center employees to Canton, OH, on June 5, 2025, for a senior outing to Belden Village Mall. Bethesda Senior Center employees to Coshocton, OH, on June 11, 2025, for a senior outing to Roscoe Village. St. Clairsville Senior Center employees to Woodsfield, OH, on June 12, 2025, for a senior outing to Westwood Place. Bellaire Senior Center employees to Rogers, OH, on June 13, 2025, for a senior outing to Rogers Flea Market. Flushing, Martins Ferry, St. Clairsville, Lansing and Barnesville Senior Center employees to Walnut Creek, OH, on June 17, 2025, for a senior outing to The Farm. Colerain Senior Center employees to Washington, PA, on June 25, 2025, for a senior outing to the Wild Things Baseball Complex. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 4, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING JACK KOONTZ
AS A SUMMER EMPLOYEE AT BELMONT
COUNTY WATER AND SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve the hire of Jack Koontz as a summer employee at the Belmont County Water and Sewer District, effective May 27, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING APPOINTMENT
TO THE BELMONT COUNTY PORT AUTHORITY BOARD**

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve the appointment of Ms. Jackee Pugh to the Belmont County Port Authority Board, effective immediately through April 25, 2029.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE STANDARD SCHEDULE
EQUIPMENT MAINTENANCE CONTRACT PROPOSAL QUOTE
FROM LEIDOS SECURITY DETECTION & AUTOMATION/COURTHOUSE SCANNER**

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve and sign the Standard Schedule Equipment Maintenance Contract Proposal, Quote No. Q-22590, from Leidos Security Detection & Automation, Inc. in the amount of \$9,000.00, for the annual preventive maintenance of the x-ray scanner at the Belmont County Courthouse, for the period of July 1, 2025 through June 30, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE FOLLOWING CHANGE ORDERS FROM GRAE-CON CONSTRUCTION, INC/ RECORDS BUILDING AND HEALTH DEPARTMENT BUILDING PROJECT

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve the following Change Orders from Grae-Con Construction, Inc., for the Records Building and Health Department Building Project:

- Change Order No. 2, in the increased amount of \$7,998.25, for changes made to the steel shop drawings.
- Change Order No. 3, in the increased amount of \$3,432.75, for additional 4” perforated drain around the perimeter.

Note: New contract total is \$10,705,506.00.

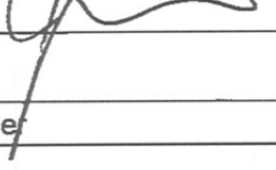
General Contractor Change Order Form	
CHANGE ORDER NO. 2	
Project Name: Records Building and Health Department Building Project (the "Project")	
Source document(s) and # (RFI, Bulletin, Shop Drawing Review): Request for Change Order 2 attached hereto as Exhibit A (to the extent not inconsistent with the Agreement executed between the Owner and Contractor).	This Change Order is effective as of the date of execution by the Owner.
Owner: Board of Commissioners of Belmont County, Ohio	General Contractor (Contractor): Grae-Con Construction, Inc.
Architect: Mills Group, LLC	
Description/Justification <i>(Add more pages or attach scope detail if necessary)</i> This change order is to address the changes made to steel shop drawings in response to RFI No. 16 as set forth in Exhibit A .	
Original Contract Sum	\$10,694,075.00
Net Change by Previous Change Orders	\$0.00
This Change Order Increase	\$7,998.25
New Contract Sum	\$10,702,073.25
Revised Contract Time (critical path only) Original Substantial Completion Date or Duration: within 545 calendar days of the Date of Commencement Previous Adjustments by Change Order(s) <u>14</u> (calendar days) This Change Order ____ ADD or ____ DEDUCT <u>0</u> (calendar days) Revised Substantial Completion Date or Duration: within 559 calendar days of the Date of Commencement If applicable, revised Final Completion Date or Duration: <u>N/A</u>	

The compensation, Contract Sum adjustment, or time extension provided by this Change Order constitutes full and complete satisfaction for all direct and indirect costs, cumulative impact, if any, and interest related thereto, which has been or may be incurred in connection with alleged changes to the Work or alleged schedule impacts for all portions and phases of the Project through the date of the change order. To the extent any attachment(s) hereto are inconsistent with this provision, this provision


and Section 7.2.3 of the modified AIA-A201 General Conditions of the Contract for Construction shall control.

By executing this Change Order, Owner and Contractor agree to modify the Agreement's Scope of Work, Contract Sum, and/or Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document.


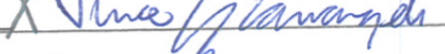
CONTRACTOR:

By: 
Printed
Name: Jack Boston
Title: Project Manager
Date: May 14, 2025

ARCHITECT:

By: 
Printed
Name: Christopher J. Clark
Title: Principal Architect
Date: 5/14/2025

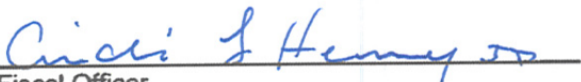
OWNER:

By:  
Printed
Name: J.P. DUTTON VINCE GIANANGELI
Title: BELMONT Co. Commissioners
Date: 5-21-25

CERTIFICATE OF FUNDS
(ORC Section 5705.41)

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

Dated: 05/21/25



Fiscal Officer


<div>General Contractor Change Order Form</div> <div>CHANGE ORDER NO. 3</div>	
Project Name: Records Building and Health Department Building Project (the "Project")	
Source document(s) and # (RFI, Bulletin, Shop Drawing Review): Request for Change Order 3 attached hereto as Exhibit A (to the extent not inconsistent with the Agreement executed between the Owner and Contractor).	This Change Order is effective as of the date of execution by the Owner.
Owner: Board of Commissioners of Belmont County, Ohio	General Contractor (Contractor): Grae-Con Construction, Inc.
Architect: Mills Group, LLC	
<div>Description/Justification (Add more pages or attach scope detail if necessary)</div> <p>This change order is to address the additional 4" perforated drain around the perimeter of the Records Building and Health Department Building as set forth in Exhibit A.</p>	
Original Contract Sum	\$10,694,075.00
Net Change by Previous Change Orders	\$7,998.25
This Change Order Increase/Decrease (clearly indicate)	\$3,432.75
New Contract Sum	\$10,705,506.00
<div>Revised Contract Time (critical path only)</div> <p>Original Substantial Completion Date or Duration: within 545 calendar days of the Date of Commencement</p> <p>Previous Adjustments by Change Order(s) <u>14</u> (calendar days)</p> <p>This Change Order _____ ADD or _____ DEDUCT <u>0</u> (calendar days)</p> <p>Revised Substantial Completion Date or Duration: within <u>559</u> calendar days of the Date of Commencement</p> <p>If applicable, revised Final Completion Date or Duration: <u>N/A</u></p>	

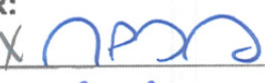
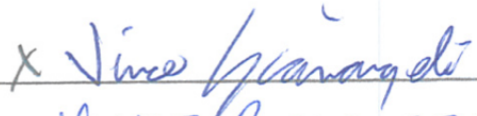
The compensation, Contract Sum adjustment, or time extension provided by this Change Order constitutes full and complete satisfaction for all direct and indirect costs, cumulative impact, if any, and interest related thereto, which has been or may be incurred in connection with alleged changes to the Work or alleged schedule impacts for all portions and phases of the Project through the date of the change order. To the extent any attachment(s) hereto are inconsistent with this provision, this provision

and Section 7.2.3 of the modified AIA-A201 General Conditions of the Contract for Construction shall control.

By executing this Change Order, Owner and Contractor agree to modify the Agreement's Scope of Work, Contract Sum, and/or Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document.

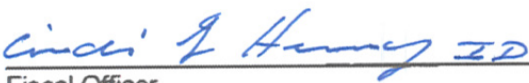
CONTRACTOR:
By: 
Printed Name: Jack Boston
Title: Project Manager
Date: May 14, 2025

ARCHITECT:
By: 
Printed Name: Christopher J. Clark
Title: Principal Architect
Date: 5/14/2025

OWNER:
By:  
Printed Name: J.P. DUTTON VINCE GIANANGELI
Title: BELMONT Co. COMMISSIONERS
Date: 5-21-25

CERTIFICATE OF FUNDS
(ORC Section 5705.41)

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

Dated: 05/21/25

Fiscal Officer

Upon roll call the vote was as follows:

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

PROCEED WITH BORDER PATROL, LLC/SARGUS JUVENILE DETENTION CENTER GIRLS WING RESTROOM/SHOWER REMODEL PROJECT

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve and sign the Contract and Notice to Proceed with Border Patrol, LLC, in the amount of \$168,226.00, for the Sargus Juvenile Detention Center Girls Wing Restroom/Shower Remodel project, based upon the recommendation of Executive Director D.J. Watson.

AGREEMENT

This Agreement is dated as of the 21st day of May 2025, by and between the Belmont County Commission, hereinafter called “Owner”, and Border Patrol LLC., hereinafter called “Contractor”.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 -WORK

Contractor shall complete all work as specified or indicated in the Contract Documents. The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

**BELMONT COUNTY COMMISSION
SARGUS JUVENILE DETENTION CENTER
Girls Wing Restroom/Shower Remodel**

ARTICLE 2 – CONTRACT TIME

2.1 The work will be fully completed and ready for final payment in forty-five (45) consecutive calendar days from date of construction commencement. ***

2.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not complete within the time specified in Paragraph 3.1 above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Contractor shall pay Owner (\$220) for each day that expires after the time specified in Paragraph 3.

*****Border Patrol LLC is agreeable to the contract time of forty-five (45) consecutive calendar days with the following stipulations:**

- 1) Contract time doesn’t begin until state-approved drawings have been generated by the contactor and executed by the State of Ohio**
2) Contract time doesn’t begin until materials have been delivered to the contractor. 3) Contract time doesn’t begin until demolition has been completed by the contractor.

ARTICLE 3 – CONTRACT PRICE

3.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

Written- ONE HUNDRED SIXTY EIGHT THOUSAND, TWO HUNDRED TWENTY SIX 00/100 DOLLARS
Numeric- \$168,226.00

ARTICLE 5 – PAYMENT PROCEDURES

Contractor shall submit Applications for Payment processed by Engineer.

5.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, as provided below. All progress payments will be on the basis of the progress of the work.

5.1.1 Prior to 50% Completion, progress payments will be in an amount equal to: 92% of the work completed, and 100% of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon 50% Completion, Owner shall pay an amount sufficient to increase total payments to Contactor to 96% of the Contract Price, less such amounts as Engineer shall determine.

5.2 Final Payment. Upon final completion and acceptance of the work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 6 – INTEREST

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications.

7.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8 – CONTRACT DOCUMENTS

The Contractor Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

- 8.1 Advertisement for Bids.
8.2 This Agreement, pages 1 to 6, inclusive.
8.3 Ohio Bid Guaranty Bond
8.4 Notice of Award
8.5 Notice to Proceed
8.6 Specifications bearing the title Belmont County Commission, Sargus Juvenile Detention Center- Restroom/Shower Remodel.
8.7 Contractor’s Bid, pages 1 to 41 inclusive.
8.8 Any modifications, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification.

ARTICLE 9 – MISCELLANEOUS

9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.2 Owner and Contractor each bind himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10 – OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor.
This Agreement will be effective on May 21, 2025.

OWNER: Belmont County Commission
BY: J. P. Dutton /s/

Vince Gianangeli /s/
(Corporate Seal)

CONTRACTOR: _____

(Corporate Seal)
(If corporation, two officers must sign)

ATTEST: Bonnie Zuzak /s/
Address for giving notices:
101 W. Main Street
St. Clairsville, OH 43950
Telephone No. 740-699-2155
Fax No. 740-699-2156
APPROVED AS TO FORM:
Jacob Manning /s/ Assistant Prosecutor
Prosecuting Attorney

ATTEST: _____
Address for giving notices: _____

Telephone No. _____
Fax No. _____
Agent for service of process: _____

To: Border Patrol
86120 Waterworks Rd.
Hopedale, OH 43976

NOTICE TO PROCEED
Date: May 21, 2025
Project: Belmont County- Sargus
Juvenile Detention Center Girls Wing
Restroom Shower Remodel

You are hereby notified to commence work on the Project in accordance with the Agreement dated May 21, 2025 on or before _____, and you are to complete the work within 45 consecutive calendar days thereafter. The date of completion of all work is therefore, _____

Belmont County Commission

Owner
By: J. P. Dutton /s/

Vince Gianangeli /s/

Acceptance of Notice
Receipt of the above Notice to Proceed
Is hereby acknowledged by:

This the ____ day of _____, 20____
By: _____
Title: _____

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AGREEMENTS BETWEEN BOARD OF TOWNSHIP TRUSTEES AND THE BOARD OF COUNTY COMMISSIONERS/CHIP SEAL

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve and sign the agreements between the following Board of Township Trustees and the Board of County Commissioners of Belmont County, pursuant to ORC 307.15, authorizing the County to act on its behalf to enter into a contract with a contractor to provide chip seal services for township roads:

- Colerain Township
- Flushing Township
- Mead Township
- Pultney Township
- Somerset Township
- Union Township
- Wheeling Township
- York Township

Note: This allows the county and townships to secure a better price for chip seal.

AGREEMENT

This Agreement entered into this 21st day of May, 2025 by the Board of Township Trustees of Colerain Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and

WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and

WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships.

NOW THEREFORE, County and Township agree as follows:

1. Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

Single Chip Seal:		
T1644 Twin Beach Rd	16' x 9,500'	16,889
T826 Jug Run Rd	12' x 1,269'	1,692
T441 Prokes Rd	12' x 2,680'	3,573
T440 Ayers Rd	10’ x 2,095’	2,328
T475 Colerain - Mt. Pleasant Rd	16' x 1,500'	2,667
T475 Colerain - Mt. Pleasant Rd	11' x 2,450'	2,994
T438 Pine Hollow Rd	9' x 3,145'	3,145
T531 Angelo Rd	10’ x 1,100’	1,222
Township Driveway	22’ x 715’	1,748
T675 Rose Valley Rd	15’ x 4,852’	8,087
T439 Swingle Rd	13’ x 5,175’	7,475
T675 Howard Hill Rd	12’ x 900’	1,200 (360 GAL AE-DP Prime)
T454 Maynard Hill Rd	12’ x 300’	400 (120 GAL AE-DP Prime)
T1405 Clearview Acres Rd	12’ x 970’	1,293 (388 GAL AE-DP Prime)

CRS-2P Single Chip Seal Total = 54,713 SY
AE-DP Prime Total = 2,893 SY (868 GAL)

2.

Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
3.

County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.
4.

Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.
5.

Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
6.

The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
of Colerain Township
Belmont County, Ohio
By: Jeffery S Gazdik /s/

By: John W Yoker /s/

By: Don Semancik /s/

Board of County Commissioners
of Belmont County, Ohio
By: J. P. Dutton /s/
J.P. Dutton
Belmont County Commissioner
By: _____
Jerry Echemann
Belmont County Commissioner
By: Vince Gianangeli /s/
Vince Gianangeli
Belmont County Commissioner
APPROVED AS TO FORM:
Jacob Manning /s/
Jacob A. Manning
Assistant Prosecuting Attorney
For Belmont County, Ohio

AGREEMENT

This Agreement entered into this 21st day of May, 2025 by the Board of Township Trustees of Flushing Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and
WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and
WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships.
NOW THEREFORE, County and Township agree as follows:

1.

Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

Single Chip Seal:		
T351 Rouggen Rd	20’ x 6,400’	14,222
T356 Briar Hill Rd	20’ x 3,000’	6,667
Double Chip Seal:		
T371 Reservoir Hill Rd	20’ x 3,800’	8,444
CRS-2P Single Chip Seal Total = 20,889 SY		
CRS-2P Double Chip Seal Total = 8,444 SY		

2.

Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
3.

County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.
4.

Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.
5.

Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
6.

The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
of Flushing Township
Belmont County, Ohio
By: Scott Roush /s/

By: Tom Spano /s/

By: Rickey J Withrow /s/

Board of County Commissioners
of Belmont County, Ohio
By: J. P. Dutton /s/
J.P. Dutton
Belmont County Commissioner
By: _____
Jerry Echemann
Belmont County Commissioner
By: Vince Gianangeli /s/
Vince Gianangeli
Belmont County Commissioner

APPROVED AS TO FORM:
Jacob Manning /s/
Jacob A. Manning
Assistant Prosecuting Attorney
For Belmont County, Ohio

AGREEMENT

This Agreement entered into this 21st day of May, 2025 by the Board of Township Trustees of Mead Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and

WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and

WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships.

NOW THEREFORE, County and Township agree as follows:

1. Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

Single Chip Seal:		
T501 Horse Mill Hill Rd	16’ x 11,859’	21,083
T714 Warren Hill Rd	18’ x 3,696’	7,392
T707 Webb Heights Rd	19’ x 11,315’	23,887
T726 Cherry Lane	18’ x 1,742’	3,484
T509 Gamble – Hughes Rd	19’ x 6,943’	14,657

CRS-2P Single Chip Seal Total = 70,503 SY

2. Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
3. County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.
4. Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.
5. Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
6. The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
of Mead Township
Belmont County, Ohio
By: Ed Good /s/

By: Paul M. Merryman /s/

By: Clyde Hammond /s/

Board of County Commissioners
of Belmont County, Ohio
By: J. P. Dutton /s/
J.P. Dutton
Belmont County Commissioner
By: _____
Jerry Echemann
Belmont County Commissioner
By: Vince Gianangeli /s/
Vince Gianangeli
Belmont County Commissioner
APPROVED AS TO FORM:
Jacob Manning /s/
Jacob A. Manning
Assistant Prosecuting Attorney
For Belmont County, Ohio

AGREEMENT

This Agreement entered into this 21st day of May, 2025 by the Board of Township Trustees of Pultney Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and

WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and

WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships.

NOW THEREFORE, County and Township agree as follows:

1. Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

Single Chip Seal:		
T1195 Giffen St/Gibas Rd	16’ x 2,600’	4,622
T1295 W. East St	12’ x 1,000’	1,333
T1082 Martin Hollow	12’ x 500’	667
T1081 West Echo Rd	16’ x 1,350’	2,400
T325 Indian Run	15’ x 1,700’	2,833
T308 McClainsville Rd (Upper)	15’ x 6,850’	11,417

T351 Mehlman Rd	16' x 7,350'	13,067
T323 Moss Run (North)	16' x 1,350'	2,400
T300 Pinch Run	16' x 10,150'	18,044
T326 Spring Hill Rd	15' x 3,300'	5,500
T304 Trough Run Rd (Lower)	15' x 10,500'	17,500
T304 Trough Run Rd (Upper)	15' x 7,400'	12,333
T312 Shady Lane	16' x 2,000'	3,556
T Miller Rd	20' x 550'	1,222

CRS-2P Single Chip Seal Total = 96,894 SY

2. Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
3. County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.
4. Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.
5. Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
6. The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
of Pultney Township
Belmont County, Ohio
By: Richard Cervelli /s/

Board of County Commissioners
of Belmont County, Ohio
By: J. P. Dutton /s/
J.P. Dutton
Belmont County Commissioner

By: John Laroche /s/

By: _____
Jerry Echemann
Belmont County Commissioner

By: Franklin Shaffer JR /s/

By: Vince Gianangeli /s/
Vince Gianangeli
Belmont County Commissioner
APPROVED AS TO FORM:
Jacob Manning /s/
Jacob A. Manning
Assistant Prosecuting Attorney
For Belmont County, Ohio

AGREEMENT

This Agreement entered into this 21st day of May, 2025 by the Board of Township Trustees of Somerset Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and
WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and
WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships.
NOW THEREFORE, County and Township agree as follows:

1. Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

Single Chip Seal:		
T800 Mann Ridge Rd	12' x 6,340'	8,453
T514 S. Sixteen Rd	15' x 6,870'	11,450
T23 Wharton Rd	12' x 2,640'	3,520
CRS-2P Single Chip Seal Total = 23,423 SY		

2. Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
3. County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.
4. Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.
5. Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
6. The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
of Somerset Township
Belmont County, Ohio
By: Jeffrey A Miller /s/

Board of County Commissioners
of Belmont County, Ohio
By: J. P. Dutton /s/
J.P. Dutton
Belmont County Commissioner

By: James W Anderson /s/

By: _____

By: Dale L Betts /s/

Jerry Echemann
Belmont County Commissioner
By: Vince Gianangeli /s/
Vince Gianangeli
Belmont County Commissioner
APPROVED AS TO FORM:
Jacob Manning /s/
Jacob A. Manning
Assistant Prosecuting Attorney
For Belmont County, Ohio

AGREEMENT

This Agreement entered into this 21st day of May, 2025 by the Board of Township Trustees of Union Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and
WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and
WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships.
NOW THEREFORE, County and Township agree as follows:

1. Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

Single Chip Seal:		
T1595 Horseshoe Bend Rd	16’ x 1,500’	2,667
T1688 Freedom Way Rd	18’ x 950’	1,900
T1133 North St.	13’ x 1,500’	2,167
T1134 Clyde St	13’ x 525’	758
T1135 Buckeye St	11.5’ x 950’	1,214
T1529 Orchard St	10.5’ x 350’	408
T1132 Alexander St	14.5’ x 300’	483

CRS-2P Single Chip Seal Total = 9,597 SY

2. Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
3. County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.
4. Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.
5. Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
6. The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
of Union Township
Belmont County, Ohio
By: Justin Demarchi /s/

Board of County Commissioners
of Belmont County, Ohio
By: J. P. Dutton /s/
J.P. Dutton
Belmont County Commissioner
By: _____
Jerry Echemann
Belmont County Commissioner
By: Vince Gianangeli /s/
Vince Gianangeli
Belmont County Commissioner
APPROVED AS TO FORM:
Jacob Manning /s/
Jacob A. Manning
Assistant Prosecuting Attorney
For Belmont County, Ohio

By: Anthony Kolanski /s/

By: Shane Kildow /s/

AGREEMENT

This Agreement entered into this 21st day of May, 2025 by the Board of Township Trustees of Wheeling Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and
WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and
WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships.
NOW THEREFORE, County and Township agree as follows:

1. Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

Single Chip Seal:		
T374 Amos Rd	13’ x 1,584’	2,288
T374 Amos Rd	14’ x 270’	420
T375 Barylak Rd	18’ x 250’	500

T375 Barylak Rd	18' x 500'	1,000
T392 Chini – Orchard Rd	14' x 1,000'	1,556
T393 Gas Station – Shippey Rd	14' x 1,850'	2,878
T394 Gas Station Rd	14' x 4,225'	6,572
T1640 Danielle	16' x 2,400'	4,267
T1641 Tamzen	16' x 238'	423
T1642 James Merritt	16' x 575' (cul de sac)	1,300 ±
T1643 William Abner	16' x 630' (cul de sac)	1,400 ±
T337 Lee Rd	14' x 2,112'	3,285
T216 Fairpoint - Shepardstown Rd	18' x 6,864'	13,728
T216 Fairpoint - Shepardstown Rd	18' x 10,032'	20,064
T704 Sloans Run Rd	16' x 5,280'	9,387
T704 Sloans Run Rd	16' x 1,320'	2,347
T704 Sloans Run Rd	16' x 200'	356
T427 McConnell Rd	15' x 1,000'	1,667
T428 Drosky Rd	12' x 600'	800
T425 Henderson Ridge Rd	14' x 1,850'	2,878
T425 Henderson Ridge Rd	14' x 2,640'	4,107
T425 Henderson Ridge Rd	14' x 1,584'	2,464
T424 Dunn Rd	14' x 2,500'	3,889
T412 Campbell Rd	12' x 800'	1,067
T1561 Pamela Ave	18' x 2,112'	4,224

CRS-2P Single Chip Seal Total = 92,867 SY

2.

Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
3.

County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.
4.

Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.
5.

Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
6.

The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
of Wheeling Township
Belmont County, Ohio
By: Paul Elerick /s/

By: Richard Verardi /s/

By: Michael S Drake /s/

Board of County Commissioners
of Belmont County, Ohio
By: J. P. Dutton /s/
J.P. Dutton
Belmont County Commissioner
By: _____
Jerry Echemann
Belmont County Commissioner
By: Vince Gianangeli /s/
Vince Gianangeli
Belmont County Commissioner
APPROVED AS TO FORM:
Jacob Manning /s/
Jacob A. Manning
Assistant Prosecuting Attorney
For Belmont County, Ohio

AGREEMENT

This Agreement entered into this 21st day of May, 2025 by the Board of Township Trustees of York Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and

WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and

WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships.

NOW THEREFORE, County and Township agree as follows:

1.

Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

Single Chip Seal:		
T810 Town Hill Rd	14' x 3,200'	4,978
T668 Otto Rd	14' x 2,300'	3,578
T613 Stern Rd	15' x 2,600'	4,333

CRS-2P Single Chip Seal Total = 12,889 SY

2.

Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
3.

County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.
4.

Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.

5. Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
6. The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
of York Township
Belmont County, Ohio
By: Ronald R Graham /s/

By: Robert K Graham /s/

By: Curtis Wisvari /s/

Board of County Commissioners
of Belmont County, Ohio

By: J. P. Dutton /s/
J.P. Dutton
Belmont County Commissioner

By: _____
Jerry Echemann
Belmont County Commissioner
By: Vince Gianangeli /s/
Vince Gianangeli
Belmont County Commissioner
APPROVED AS TO FORM:
Jacob Manning /s/
Jacob A. Manning
Assistant Prosecuting Attorney
For Belmont County, Ohio

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH SC CONSTRUCTION & MATERIALS, LLC
FOR BELMONT COUNTY ENGINEER’S PROJECT 25-2 2025 CHIP SEAL PROGRAM**

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to enter into contract with SC Construction & Materials, LLC, in the amount of \$1,435,375.80 for the Belmont County Engineer’s Project 25-2 2025 CHIP SEAL PROGRAM, based upon the recommendation of Belmont County Engineer Terry Lively.
Note: Engineer’s estimate: \$1,556,110.80.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #25-2: 2025 CHIP SEAL PROGRAM**

Auditor's Office, Belmont County, Ohio
This contract made and entered into this 21st day of May, 2025 between **SC CONSTRUCTION & MATERIALS, LLC**, 800 Nathan Denton Road, Seaman, OH 45679, and J.P. Dutton, Jerry Echemann, and Vince Gianangeli, Commissioners of Belmont County, WITNESSETH that said **SC CONSTRUCTION & MATERIALS, LLC** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary for applying asphalt emulsion to repaired areas and preparing and applying single and double chip seal surfaces on various County Roads and Township Roads and all related Work described by the Contract Documents.
The completion date for this project shall be SEPTEMBER 6, 2025.
Contractor and Subcontractor shall pay the prevailing rate of wages as required under Chapter 4115, Ohio Revised Code, and comply with all other bidder specifications.
All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2023, and shall be under the direction of the County Engineer. All chip seal work for this project shall be in accordance with Item 422 of the ODOT CMS, except the aggregate size and gradation and emulsion and binder application rates shall be in accordance with the Bid Specifications.

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
868 GAL	AE-DP ASPHALT EMULSION	\$3.00	\$2,604.00
721,764 SY	422 SINGLE CHIP SEAL, CRS-2P, AS PER PLAN	\$1.95	\$1,407,439.80
8,444 SY	422 DOUBLE CHIP SEAL, CRS-2P, AS PER PLAN	\$3.00	\$25,332.00
2025 CHIP SEAL PROGRAM TOTAL			\$1,435,375.80

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **SC CONSTRUCTION & MATERIALS, LLC** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS
J. P. Dutton /s/

Vince Gianangeli /s/

SC CONSTRUCTION & MATERIALS, LLC
By: Nathania Shelton /s/
Nathania Shelton
Print / Type Signature

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT J. P. DUTTON
TO SIGN THE DECLARATION OF AUTHORIZED SIGNATORY AUTHORIZING BELMONT COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES DIRECTOR JEFF FELTON TO SIGN THE SUBGRANT
AGREEMENT FORMS BY AND BETWEEN WASHINGTON GREENE COUNTY JOB TRAINING AGENCY
ACTING ON BEHALF OF THE SOUTHWEST CORNER CHIEF LOCAL ELECTED OFFICIALS (CLEO) BOARD**

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve and authorize Commission President J. P. Dutton to sign the Declaration of Authorized Signatory authorizing Belmont County Department of Job and Family Services Director Jeff Felton to sign the subgrant agreement forms by and between Washington Greene County Job Training Agency acting on behalf of the Southwest Corner Chief Local Elected Officials (CLEO) Board.
Note: The grant is a multi-state workforce grant, in the amount of \$42,500, involving PA, WV and OH., effective January 1, 2025 through December 31, 2025. BCDJFS is the fiscal agent.

Upon roll call the vote was as follows:

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

RECESS

Lisa Kazmirski, Senior Services of Belmont County Executive Director, Dorothy Burkhart, St. Clairsville Senior Center Coordinator and LeAnn Cook, St. Clairsville Senior Center member.

Re: Older Americans Month Proclamation

Ms. Burkhart said services provided at the center include exercise, evidence-based learning programs, hot meals served daily, activities such as arts and crafts and bingo, grocery shopping and transportation. Ms. Cook said the center is a good place to find friendships. Ms. Kazmirski said they have several events throughout the year at the main office for all centers and they are always well attended.

**IN THE MATTER OF ADOPTING THE PROCLAMATION
IN HONOR OF OLDER AMERICANS’ MONTH**

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to adopt the proclamation in honor of Older Americans Month.

***PROCLAMATION
IN HONOR OF
OLDER AMERICANS’ MONTH***

Whereas, Belmont County has 14,600 citizens over the age of 65, and recognizes and respects these older adults as the invaluable leaders and mentors who have led us to where we are now and continue to contribute to and strengthen our communities with wisdom and diversity; and **Whereas**, Belmont County recognizes the importance of keeping its older adults engaged in programs and activities, especially multi-generational events, that support the safety, happiness, and healthy living for everyone involved; and **Whereas**, Belmont County commits to involving older adults in community planning, promoting opportunities for work, volunteering, and continued learning to ensure social connectedness; and **Whereas**, Belmont County strives to protect its older population from abuse, neglect, exploitation, food insecurity, and scams; and **Whereas**, Belmont County continues to focus on helping older adults live their best lives by assisting, supporting, and connecting them with natural supports and other resources that help them thrive and age with dignity; and **Whereas**, Belmont County recognizes the importance of protecting each person’s autonomy and independence for as long as possible. **Now Therefore, be it resolved**, the Board of Commissioners of Belmont County, Ohio does hereby proclaim May 2025 to be Older Americans’ Month and urges every resident to take time during this month to recognize older adults and the individuals who provide services to them as vital members of our community. May we all support one another as we navigate this ever-changing world.
Adopted this 21st day of May, 2025.

BELMONT COUNTY COMMISSIONERS
J. P. Dutton /s/
Vince Gianangeli /s/

Upon roll call the vote was as follows:

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

RECESS

Subdivision Hearing-Annie Lane (Private Road)

Present: Kate Myers and Joshua Crowley, Engineer’s Department and Kathy Hammond, Mead Township Fiscal Officer. Mr. Crowley said this is a subdivision by definition only. He said the owner is giving his son 1.162 acres and dedicating this as a private drive to provide road frontage. Since it is a private road a maintenance agreement will be in place stating who is responsible for the maintenance of the road. Ms. Myers said this process was started before the new subdivision regulations were in place.

**IN THE MATTER OF FINAL PLAT DEDICATION
FOR ANNIE LANE (PRIVATE ROAD)
MEAD TOWNSHIP, SEC. 8, T-5, R-3**

**“FINAL PLAT APPROVAL”
O.R.C. 711.05**

Motion made by Mr. Dutton to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval of the Final Plat Dedication for Annie Drive (Private Road) Mead Township, Sec. 8, T-5, R-3, which appears to be regular in form and approved by the proper parties; **THEREFORE**, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees. Mr. Gianangeli seconded the motion and upon roll call the vote was as follows:

Mr. Dutton	<u>Yes</u>
Mr. Gianangeli	<u>Yes</u>
Mr. Echemann	<u>Absent</u>

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:52 A.M

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:57 P.M.

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to exit executive session at 1:57 p.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF APPROVING PAID ADMINISTRATIVE
LEAVE FOR JAMIE FUNARI, FULL-TIME LPN/JAIL**

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve paid administrative leave for Jamie Funari, full-time LPN at the Belmont County Jail, effective May 11, 2025 until further notice.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING REVISED JOB DESCRIPTION
FOR THE FISCAL CLERK/BELMONT COUNTY COMMISSIONERS**

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to adopt the revised job description for the Fiscal Clerk at Belmont County Commissioners, effective May 21, 2025.

Job Title: Fiscal Clerk
Supervised By: Board of Commissioners Clerk
Classification: Classified
Hourly Base Rate: See current pay scale

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

- General Conduct:**
- Maintains confidentiality
 - Demonstrates customer service
 - Effective communication in the workplace
 - Integrity in dealing with the public and co-workers
 - Perform tasks with attention to detail
 - Display the ability to work in a team environment

- Essential duties and responsibilities:**
- Payroll: Prepares payroll and timekeeping reports, budgetary reports and operational reports as requested. Computes and tracks pay increases and accrued leave. Prepares and submits bi-weekly payroll transmittals to the Belmont County Auditor’s in accordance with county guidelines. Prepare payroll changes for new hires and separations; including computing pay out balances.
 - Fiscal: Prepares annual county budget and appropriations for the County’s General Fund and others as requested by the Board of Commissioners. Partner with Department Heads to provide necessary data and assist and fiscal planning. Prepare purchase orders, bond and note issuances, and billing including rental and MOU payments. Monitor General Fund revenue and expenditures, identify budgetary inconsistencies, transfer and appropriate funds for multiple county departments, and track and monitor contracts to ensure compliance with quotes and/or agreements.
 - Accounts Payable: Review invoices for accuracy and validity, enter invoices into AP system, manage and verify funds are encumbered for expenditures, balance POs with AP system, and create vouchers for payment submission. Prepare reports for Belmont County Board of Commissioners and Auditors office. Files and completes appropriate forms and invoices for vendors.
 - Routinely communicates with and advises management staff regarding fiscal and budgetary issues, status of expenditures, and other financial matters; answer inquires and solves problems for other elected officials related to budget issues.
 - Under the supervision of the Clerk to the Board of Commissioners prepares reports that effectively communicate financial and/or programmatic status; provides technical and managerial assistance and training to County departments; processes fiscal transactions as requested.
 - Prepare resolutions for appropriation transfer, fund transfers, amended certificates and certified non-appropriated funds and budget line items.
 - General Office: Helps other departments under the Board of Commissioners as necessary. Answer phones, greet visitors, daily functions of the office.
 - Other duties as assigned.

- Skills and Knowledge:**
- Strong organizational, interpersonal and communication skills.
 - Must operate modern office equipment (i.e., computer equipment, copy machine, etc.)
 - Accounting principles and regulations.
 - Business English, spelling and grammatical punctuation.
 - Phone etiquette, routing calls and correspondence.
 - Promote and maintain positive working relationships and good public relationships as a representative of Belmont County.
 - Remain informed of current developments and procedures pertinent to duties; may be required to attend seminars/trainings.

- Education:**
- Bachelor’s degree in accounting, finance, business administration, economics or public administration or related field and five (5) years relevant work experience, or any other combination of education and experience to perform the essential functions of the job. Data base management skills and knowledge of financial systems and application software experience preferred.

- Required Qualifications:**
- Must possess a valid driver’s license and must have dependable transportation.
 - Deal with problems involving several variables in familiar context.
 - Add, subtract, divide and multiply whole numbers.
 - Make simple mathematical calculations using an appropriate calculator/computer.
 - Cooperate with co-workers on group projects.
 - Maintain accurate records.
 - Complete routine forms.
 - Proofread materials, recognize errors, and make corrections.
 - Multi-task on answering multiple telephone and face-to-face inquiries from officials and general public.
 - Speak clearly and present friendly attitude to public.

- Physical Requirements:**
- Sitting for an extended period of time, typing, filing, listening, seeing, communicating, and walking.
 - Physical dexterity required to file in a vertical and horizontal system at eye level.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PAY SCALE MOVE
OF FISCAL CLERK FROM PAY GRADE 6 TO PAY GRADE 8**

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve the pay scale move of Fiscal Clerk from pay grade 6 to pay grade 8, effective May 21, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE MOVE OF JACLYNN SMOLENAK, FULL-TIME FISCAL CLERK FOR BOARD OF COMMISSIONERS FROM PAY GRADE 6 MAX STEP TO PAY GRADE 8, STEP 2

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve the move of Jaclynn Smolenak, full-time Fiscal Clerk for the Board of Commissioners from Pay grade 6 max step to Pay Grade 8, step 2, effective May 21, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PAY SCALE MOVE OF BOARD OF COMMISSIONERS CLERK FROM PAY GRADE 9 TO PAY GRADE 12

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve the pay scale move of Board of Commissioners Clerk from pay grade 9 to pay grade 12, effective May 21, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE MOVE OF BONNIE ZUZAK, FULL-TIME BOARD OF COMMISSIONERS CLERK FROM PAY GRADE 9 MAX STEP TO PAY GRADE 12 STEP 3

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve the move of Bonnie Zuzak, full-time Board of Commissioners Clerk from Pay grade 9 max step to pay grade 12 step 3, effective May 21, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:05 P.M.

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to adjourn the meeting at 2:05 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 28th day of May, 2025.

Commissioner J. P. Dutton – Absent

Jerry Echemann /s/ COUNTY COMMISSIONERS

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