

St. Clairsville, Ohio

June 25, 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 \$999,653.41**

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-A09.000 Advertising & Printing	E-0051-A001-A03.010 Supplies	\$3,500.00
E-0051-A001-A28.000 Other Expenses	E-0051-A001-A08.000 Travel & Expenses	\$4,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0064-A002-A06.000 Transcripts	\$30,000.00
E-0131-A006-A25.00 Housing of Inmates	E-0131-A006-A19.00 Clothing Allowance	\$17,000.00

**G50 LODGING EXCISE TAX**

FROM	TO	AMOUNT
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G10.000 Colerain Twp	\$35.51
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G11.000 Mead Township Dist	\$0.82
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G12.000 Village of Barnesville	\$1.25

**P05 WWS #3 REVENUE**

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P18.010 Supplies	\$10,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P45.000 Utilities	\$200,000.00

**S30 OAKVIEW JUV-ACTIVITY FUND**

FROM	TO	AMOUNT
E-8010-S030-S71.000 Education/Rec.	E-8010-S030-S60.000 Maintenance	\$500.00
E-8010-S030-S69.007 Unemployment	E-8010-S030-S66.003 PERS	\$6,000.00
E-8010-S030-S69.007 Unemployment	E-8010-S030-S51.002 Salaries	\$6,432.11
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S51.002 Salaries	\$62,152.71

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\*\***

**G50 LODGING AND EXCISE TAX**

E-1910-G050-G01.000	Convention and Visitor Bureau	\$411,746.03
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**H11 FAMILY & CHILD 1<sup>ST</sup> COUNCIL/BCDJFS**

E-2770-H011-H06.000	System of Care	\$16,386.00
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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:

**SSOBC**-Colerain Senior Center employees to Coshocton, OH, on July 3, 2025, for a senior outing to Roscoe Village. Bellaire, St. Clairsville and Flushing Senior Services employees to Washington, PA, on July 9, 2025, for a senior outing to a Washington Wild Things baseball game. Bethesda and Flushing Senior Center employees to Woodsfield, OH, on July 24, 2025, for a senior outing to Westwood Place. Barnesville Senior Center employees to Sugarcreek and Walnut Creek, OH, on July 24, 2025, for a senior outing. Powhatan Senior Center employees to Wheeling, WV, on July 25, 2025, for a senior outing to Jebbia’s and Coleman’s Fish Market. Martins Ferry Senior Center employees to Weirton and Wheeling, WV, on July 29, 2025, for a senior outing for lunch and shopping. Lansing Senior Center employees to Wheeling, WV, on July 30, 2025, for a senior outing to Kruger Street Toy & Train Museum.

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 June 17, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING CHRISTINE NIEMAN AS FULL-TIME CLERK/PAYROLL FOR THE BELMONT COUNTY COMMISSIONERS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Christine Nieman as a full-time Assistant Clerk/Payroll for the Belmont County Commissioners, effective June 30, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION DECLARING THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE TEN-MILL LIMITATION AND REQUESTING THE COUNTY AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH/MENTAL HEALTH AND RECOVERY**

**RESOLUTION DECLARING THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE TEN-MILL LIMITATION AND REQUESTING THE COUNTY AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH**

The Board of Commissioners of Belmont County met in regular session on June 25, 2025 at the office of the Commissioners with the following members present:

Mr. Dutton, Mr. Echemann, Mr. Gianangeli

**WHEREAS**, the Belmont County Board of Commissioners determines that it is necessary to levy a tax in excess of the ten-mill limitation as described herein; and

**WHEREAS**, pursuant to Section 5705.03 of the Ohio Revised Code as amended by Am. Sub. S.B. No 201 enacted by the 122<sup>nd</sup> General Assembly, this Board of Commissioners is required to certify to the County Auditor a resolution requesting the County Auditor to certify certain matters in connection with such a tax levy;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners:

**SECTION 1.** That pursuant to the provisions of Section 5705.192 of the Ohio Revised Code, it is necessary that a renewal of an existing tax be levied in excess of the ten mill limitation for the benefit of the ***Belmont Harrison Monroe Alcohol, Drug Addiction and Mental Health Services Board now known as the Mental Health and Recovery Board Serving Belmont, Harrison and Monroe Counties*** for the purpose of

*Providing mental health and addiction services to the residents of Belmont County at a rate not exceeding 1.25 mills for each one dollars of valuation, which amounts to twelve and one-half (.125) cents for each one hundred dollars in valuation,* for a period of ten (10) years, commencing with tax list year 2025 (Ohio Revised Code Section 5705.221).

**SECTION 2.** That the question of the passage of said tax levy shall be submitted to the electors of Belmont County at an election to be held on the 4<sup>th</sup> day of November, 2025. If approved by the electors, said tax levy shall first be placed upon the 2025 tax list and duplicate, for first collection in calendar year 2026 and appearing on the tax list for the specified years: 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033 and 2034.

**SECTION 3.** That pursuant to Section 5705.03 of the Ohio Revised Code, the County Auditor is hereby requested to certify to this Board of Commissioners the total current tax valuation of the ***Belmont Harrison Monroe Alcohol, Drug Addiction and Mental Health Services Board now known as the Mental Health and Recovery Board Serving Belmont, Harrison and Monroe Counties*** levy and the dollar amount of revenue that would be generated by the number of mills specified in Section 1 hereof, and the Clerk of this Board of Commissioners be and is hereby directed to certify forthwith a copy of this resolution to the County Auditor so that said County Auditor may certify such matters in accordance with such Section 5705.03.

**SECTION 4.** That it is found and determined that all formal actions of this Board of Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Commissioners adopted in accordance therewith.

Commissioner Dutton moved for the adoption of the foregoing Resolution, which was seconded by Commissioner Echemann and the roll being called upon by its adoption, the vote resulted as follows:

<u>J. P. Dutton /s/</u>	<u>Yes</u>	<u>6/25/25</u>
J. P. Dutton, President		Date
<u>Jerry Echemann /s/</u>	<u>Yes</u>	<u>6/25/25</u>
Jerry Echemann, Vice President		Date
<u>Vince Gianangeli /s/</u>	<u>Yes</u>	<u>6/25/25</u>
Vince Gianangeli		Date

**IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING THE FILING OF THE PY 2025 BELMONT COUNTY COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM APPLICATION TO THE STATE OF OHIO, OFFICE OF COMMUNITY DEVELOPMENT**

**WHEREAS**, the Belmont County Commissioners have determined a need to upgrade the housing stock of the county and provide grant funds to low-and-moderate income households for this purpose and;

**WHEREAS**, the Ohio Office of Community Development has made available on a competitive basis funds for this purpose;

**WHEREAS**, the Belmont County Commission will form a partnership with the City of Martins Ferry and the Belmont County Commission will be solely responsible for and have authority of the PY 2025 Community Housing Impact and Preservation Grant for the entire duration of the grant, if awarded;

**BE IT RESOLVED**, that Commission President J. P. Dutton be authorized to apply for \$700,000 from the Ohio Office of Community Development to undertake Private Rehabilitation, Home Repair and Home Repair-Septic activities in the County, as well as the City of Martins Ferry with the PY 2025 Community Housing Impact and Preservation Program.

Motion made by Commissioner Dutton and seconded by Commissioner Echemann to adopt the foregoing Resolution and upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PURCHASE OF ONE HOT SHOT BOX FROM DELIVRY CONCEPTS, INC. FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase of one Hot Shot Box from Delivery Concepts, Inc, in the amount of \$32,074.00, for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.

*Note: This will be outfitted on a 2025 Chevrolet Silverado truck recently purchased from Whiteside's and used for meal delivery.*

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes

Mr. Gianangeli                      Yes

**IN THE MATTER OF APPROVING PAY REQUEST NUMBER 4 (5/26/2025 TO 6/15/2025) FROM OHIO-WEST VIRGINIA EXCAVATING CO. FOR THE BLAINE HILL GRAVITY FORCE MAIN IMPROVEMENTS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Request Number 4 (5/26/2025 to 6/15/2025) from Ohio-West Virginia Excavating Co., in the amount of \$111,499.40 for the Blaine Hill Gravity Force Main Improvements, based upon the recommendation of Water & Sewer District Director Kelly Porter.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY REQUEST NUMBER 4 (5/26/2025 TO 6/15/2025) FROM OHIO-WEST VIRGINIA EXCAVATING CO. FOR THE WEST END FORCE MAIN IMPROVEMENTS PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Request Number 4 (5/26/2025 to 6/15/2025) from Ohio-West Virginia Excavating Co., in the amount of \$145,360.00 for the West End Force Main Improvements Project, based upon the recommendation of Water & Sewer District Director Kelly Porter.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 FROM OHIO-WEST VIRGINIA EXCAVATING CO. FOR THE BLAINE HILL GRAVITY FORCE MAIN**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 2 from Ohio-West Virginia Excavating Company for the Blaine Hill Force Main Replacement for an additional \$22,250.00 for a new contract total of \$1,231,205.00, based upon the recommendation of Water & Sewer District Director Kelly Porter.

*Note: The additional cost is for an insertion valve to replace a broken valve.*

CONTRACT CHANGE ORDER

RECIPIENT Belmont County Commission CHANGE ORDER NBR 2

CONTRACTOR Ohio-West Virginia Excavating Co. CONTRACT \_\_\_\_\_

PROJECT: Blaine Hill Force Replacement DATE 6-17-2025

Description of Change:

Tafian Tank insertion valve & temporary connection \$22,250.00


See attached documentation

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

RECOMMENDED BY

ACCEPTED BY

APPROVED BY



Abbey A. Vaughn  
(Engineer)

Kevin L. Winkler  
(Contractor)

DDA  
(Commissioner)

Jerry Echemann  
(Commissioner)

Vince Gianangeli  
(Commissioner)

DATE: 6-17-2025

DATE: 6-17-25

DATE: 6/25/25

DATE: 6/25/25

DATE: 6/25/25

Original Contract Amt	1,183,481	00
Previous Changes (+ )	25,474	00
This Change (+ / -)	+ 22,250	00
Adjusted Contract Amt	1,231,205	00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AMENDMENT TO THE AGREEMENT FOR THE BLAINE HILL FORCE MAIN REPLACEMENT PROJECT WITH OHIO-WEST VIRGINIA EXCAVATING CO.**  
Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the amendment to the agreement for the **Blaine Hill Force Main Replacement Project** with Ohio-West Virginia Excavating Co., to add Federal EPA STAG funding language requirements that were not included in the original agreement.

AMENDMENT TO OWNER/CONTRACTOR AGREEMENT

PROJECT NAME: Blaine Hill Force Main Replacement

DATE OF ORIGINAL EXECUTED AGREEMENT: September 11, 2024

DATE OF AMENDMENT TO ORIGINAL EXECUTED AGREEMENT: JUNE 25, 2025

REVISION: Article 7 – Contract Documents

Add the following:


7.14 Compliance with the following federal requirements is made a part of the Contract Documents:

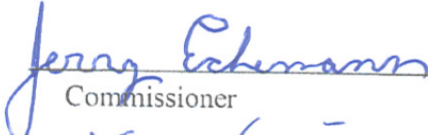
- 1. 2 CFR Part 184 Build America, Buy America  
AIS Form shall be completed by the Contractor.
- 2. 40 CFR Part 33 Appendix A Disadvantaged Business Enterprises (DBEs)  
DBE Forms shall be completed by the Contractor.
- 3. 2 CFR 200.323 Procurement of Recovered Materials – Section 6002 Solid Waste Disposal Act
- 4. 2 CFR 200.216 Prohibition on Telecommunications and Video Surveillance
- 5. 2 CFR 200.322 Domestic Preference for Procurements

OWNER: Belmont County Commission

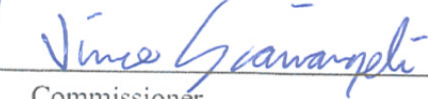
CONTRACTOR: Ohio-West Virginia Excavating Co.

  
Commissioner

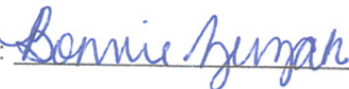
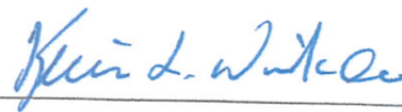
  
BY: Brian Hendershot, President

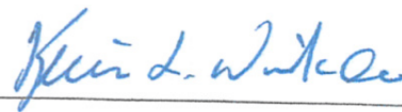
  
Commissioner

BY: Brian Hendershot, President

  
Commissioner



ATTEST:   
ATTEST: 

ATTEST: 

APPROVED AS TO FORM:

  
PROSECUTING ATTORNEY

Address for giving notices:

Belmont County Courthouse  
100 N. Main St.  
St. Clairsville, OH 43950

Address for giving notices:

Ohio-West Virginia Excavating Co.  
P.O. Box 128  
Powhatan Point, OH 43942

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FROM GOVOS,  
ON BEHALF OF THE BELMONT COUNTY RECORDER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 1 from GovOS, on behalf of the Belmont County Recorder, in the amount of \$8,625.00, to upload approximately 370,000 images into the new system, based upon the recommendation of Jason Garczyk, Belmont County Recorder.

*Note: This will be paid for with ARPA funds.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A RENEWAL VENDOR AGREEMENT WITH**

**ATTORNEY THOMAS RYNCARZ, ON BEHALF OF BELMONT COUNTY JOB & FAMILY SERVICES**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a renewal Vendor Agreement with Attorney Thomas Ryncarz, on behalf of Belmont County Department of Job & Family Services, for the provision of Adult Protective Services-Legal Services effective July 1, 2025 through June 30, 2026 in the maximum amount of \$13,650.00.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
VENDOR AGREEMENT**

This agreement to provide **Adult Protective Services – Legal Services** is entered into on this **25<sup>th</sup> day of June 2025** by and between the Belmont County Department of Job and Family Services, hereinafter referred to as the **“Department”** and **Attorney Thomas Ryncarz**, a provider of **Legal Services**, hereinafter referred to as the **“Provider.”** This agreement will be effective from **July 1, 2025**, through **June 30, 2026** inclusive, unless otherwise terminated.

- I. **GENERAL REGULATIONS**

A. The Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon the written consent of the recipients or guardians.

B. The Provider understands that this written agreement supersedes all oral agreements.

C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services, the Belmont County Board of Commissioners and the Ohio Department of Job and Family Services against all liability, loss, damage and/or related expenses incurred through the provision of services under this agreement.

D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.

E. In the event the Provider receives an overpayment, the Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.

F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later as otherwise stipulated by the Department.

G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.

H. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing the delivery of the service including provision of insurance.

I. Eligibility for Services: The Belmont County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.

J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.
- II. **PAYMENT PROCEDURES**

A. The Belmont County Department of Job and Family Services agrees to pay the Provider **\$195.00** per hour for **70**-unit hours of service billed in quarter hour increments using traditional rounding procedures.

B. The maximum amount billable under this agreement is **\$13,650.00**.

C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state and federal matching funds.

D. The Provider understands that a recipient for whom services are provided may be referred by the Belmont County Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.

E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days after receipt of the invoice.

F. Duplicate Billing: The Provider warrants that claims made to the Belmont County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of funds for the same service.

**I hereby understand and agree to the terms of this agreement. This agreement signed on the 25<sup>th</sup> day of June, 2025.**

<u>Jeffery Felton /s/</u>	<u>6/17/2025</u>
Jeffery L. Felton, Director	Date
Belmont County Department of Job and Family Services	
310 Fox-Shannon Place	
St. Clairsville OH 43950	
(740)695-1075	
<u>Thomas Ryncarz /s/</u>	<u>6/18/2025</u>
Thomas Ryncarz, Provider	Date
3713 Central Avenue	
Shadyside OH 43947	
(740)671-9300	
TRyncarz@aol.com	
<u>J. P. Dutton /s/</u>	<u>6/25/25</u>
J. P. Dutton	Date
Belmont County Board of Commissioners	
<u>Jerry Echemann /s/</u>	<u>6/25/25</u>
Jerry Echemann	Date
Belmont County Board of Commissioners	
<u>Vince Gianangeli /s/</u>	<u>6/25/25</u>
Vince Gianangeli	Date
Belmont County Board of Commissioners	
Approved as to form:	
<u>Jacob Manning /s/</u>	<u>6/17/2025</u>
Jacob Manning, Assistant Prosecutor	Date
Belmont County Prosecutor’s Office	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN**

**THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND HARMONY HOUSE/SFY 2026**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the agreement between the Belmont County Department of Job & Family Services and Harmony House, for State Fiscal Year 2026, in the amount of \$50,000.00, for the provision of a Children’s Advocacy Center.

**Belmont County Department of Job and Family Services  
Children Services Division  
Agreement with Harmony House SFY 2026**

The Belmont County Department of Job and Family Services supports the operation of Harmony House, a children’s advocacy center, with offices at 66850 Pogue Road, St. Clairsville, Ohio 43950 and 905 National Road, 3<sup>rd</sup> Floor, Wheeling, West Virginia, 26003. The Belmont County Department of Job and Family Services agrees to provide \$50,000 for State Fiscal Year 2026 (July 1, 2025 to June 30, 2026) to support the care, protection, and placement of abused, neglected, and dependent children. These funds are intended to underwrite part of the costs associated with the child advocacy services and operations of Harmony House. These costs include those associated with the day-to-day expenses of operating Harmony House for the specialized care of abused children.

<u>Margaret Tucker /s/</u>	<u>6/17/2025</u>
Margaret A. Tucker, President Board of Directors – Harmony House	Date
<u>Jeffery Felton /s/</u>	<u>6/17/2025</u>
Jeffery L. Felton, Director Belmont County Job and Family Services	Date
<u>Jay Jack /s/</u>	<u>6/17/2025</u>
Jay Jack, Executive Director Harmony House	Date
<u>J. P. Dutton /s/</u>	<u>6/25/25</u>
J. P. Dutton, President Belmont County Board of Commissioners	Date
<u>Jerry Echemann /s/</u>	<u>6/25/25</u>
Jerry Echemann, Vice-President Belmont County Board of Commissioners	Date
<u>Vince Gianangeli /s/</u>	<u>6/25/25</u>
Vince Gianangeli, Commissioner Belmont County Board of Commissioners	Date
<b>Approved as to form:</b> <u>Jacob Manning /s/</u>	<u>6/18/2025</u>
Jacob Manning, Assistant Prosecutor Belmont County Prosecutor’s Office	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE COMMUNITY CORRECTIONS GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, ON BEHALF OF THE BELMONT COUNTY ADULT PROBATION OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the *Community Corrections Grant Agreement* with the Ohio Department of Rehabilitation and Correction, on behalf of the Belmont County Adult Probation Office, effective until June 30, 2027 in an amount not to exceed \$1,108,320.00 for the following:

<u>GRANT</u>	<u>AMOUNT</u>
Community Corrections Act 2.0 Grant	<u>\$197,988.00</u>
<i>Note: Funding used for community-based corrections programs.</i>	
Targeted Community Alternatives to Prison (TCAP) Grant	<u>\$610,332.00</u>



*Note: Funding used for operational costs of the department (supplies & drug testing included), a portion is provided to the Eastern Ohio Correction Center for treatment services, GPS monitoring and case management software.*  
Probation Services Grant (PSG) \$300,000.00  
*Note: Funding used for salaries/fringes for Probation Officers.*

**OHIO DEPARTMENT OF REHABILITATION AND  
CORRECTION**

**COMMUNITY CORRECTIONS GRANT  
AGREEMENT**

**THIS GRANT AGREEMENT** (hereinafter referred to as the “Agreement”), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as “Grantor”), located at P.O. Box 430, Columbus, Ohio, 43216 and Belmont County Court of Common Pleas (hereinafter referred to as “Grantee”), located at 101 W. Main Street St. Clairsville, OH 43950. The Grantor and the Grantee are hereinafter collectively referred to as the “Parties” and separately known as the “Party”.

**WHEREAS**, the Grantee has submitted a grant application to the Grantor;

**WHEREAS**, the Grantor has authority pursuant to section 5149.30 et seq. of the Ohio Revised Code (“ORC”), to determine and award grants to assist local governments in community-based law enforcement services; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties agree as follows.

1. **Term:** This Agreement is effective as of the date indicated on the grant approval letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on **June 30, 2027**. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee’s next grant cycle application. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
2. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services set forth in the attached exhibit(s) TCAP Exhibit B, PSG Exhibit C.
3. **Program Evaluation:** Pursuant to R.C. 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
  - A. Statistical records in the format and frequency as established by the Grantor. To determine if the Grantee is achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor, intake and termination data for each individual being served. The Grantee shall maintain internet access for the data collection, reporting, and transmission into the Grantor’s management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor’s review of the intake and termination data at intervals determined by the Grantor. This section does not apply to PSI services, if applicable.
  - B. Bi-annual and final expenditure reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph C of OAC 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The final report shall include financial information for expenditures that relate to services for the entire grant period and is due by **January 30, 2028**.

- C. Grantee shall cooperate with Grantor and provide any additional information as may be required by Grantor in administering the grant program. Failure to comply with any of these report requirements or other instructions or requests for relevant information by the Grantee may result in the withholding of Funds until such time as Grantee so complies.
- 4. **Funding:** During the term of this agreement, Grantor shall provide funding as set forth in the attached exhibits. The total amount of funding for this agreement is **\$1,108,320.00**.
- 5. **Termination and Reduction of Funds:** Grantee may terminate Agreement only upon giving written notice of termination to Grantor by certified US Mail that includes a resolution to the same effect. The effective date of the termination shall be at the end of the state fiscal biennium, **June 30, 2027**. Upon termination, Grantee shall refund to the Grantor any Funds awarded to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

Grantor may terminate this Agreement or reduce Funds upon thirty (30) days prior written notice to the Grantee. Grantee shall have ten (10) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the Managing Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval. Upon disapproval of a petition, termination of this Agreement shall be effective as of the date of the disapproval notification writing.

Furthermore, the Funds may be reduced, or this Agreement terminated by the Grantor if either or both of the following circumstances apply:

- A. The quality and extent of the Program Services has materially changed from the level proposed in the Grantee's grant application;
  - B. There is a financial or fiscal audit disclosure involving misuse of Funds.
- 6. **Staffing:** None of the persons who will staff and operate the Program Services, including those who receive a portion or the entirety of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.
  - 7. **Workers' Compensation:** Grantee shall provide their own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.
  - 8. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Deputy Director of Parole and Community Services for dispute resolution.
  - 9. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the guidelines in the attached exhibits. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.

10. **Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio, including RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.
11. **Extension of Expenditure Period:** Expenditure period is 30 months. Grantor may extend the expenditure period if a large amount of funds remain unspent at the end of the fiscal year due to unforeseeable circumstances. Unforeseeable circumstances include, but is not limited to, insurrection, riots, statewide health emergencies or depleted work force that is not caused by either party. Extension of the expenditure period will be communicated in a manner determined by Grantor.
12. **Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

13. **Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Chief of the Bureau of Community Sanctions.
14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
15. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval" letter that such Funds are available to Grantee.

16. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.
17. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
18. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions RC 3517.13 are in full compliance.
19. **Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
20. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
21. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
22. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
23. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
24. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
25. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
26. **Execution:** This Agreement is not binding upon Grantor unless executed in full.
27. **Equal Employment Opportunity:** Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.
28. **Liability:** To the extent allowable by law, each party agrees to be responsible for any liability, suits, losses, judgments, damages, or other demands brought as a result of its own negligent actions or omissions in the performance of this Agreement.
29. **Civil Rights Assurance:** The parties hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

*Matthew Morris*

Matthew Morris, Chief  
Bureau of Community Sanctions

*Roger D. Wilson*

Roger Wilson, Deputy Director  
Division of Parole & Community Services

FOR THE GRANTEE (Commissioners, County Executive or Mayor/City Manager):

*[Signature]*

County Commissioner Date

County Executive Date

*Jerry Echemann 6-25-25*  
County Commissioner Date

*Vince Gianangeli*  
County Commissioner Date

Mayor/City Manager Date

APPROVED AS TO FORM:

*[Signature]*  
~~PROSECUTING ATTORNEY~~

Upon roll call the vote was as follows:

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

**WITH HAMMONTREE & ASSOCIATES, LTD/ENGINEER’S**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign an agreement for engineering services with Hammontree & Associates, Ltd. in the not to exceed amount of \$40,059.00 for Mall Road Resurfacing plans, based upon the recommendation of Terry Lively, Belmont County Engineer.

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

**PROFESSIONAL SERVICES AGREEMENT**

**by and between**

**BELMONT COUNTY, OHIO**

**And**

**HAMMONTREE & ASSOCIATES, LIMITED**

**for**

**Mall Road Pavement and Signal Detection System Rehabilitation Plans**

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

**WITNESSETH:**

**WHEREAS**, the COUNTY is desirous of rehabilitating the pavement and signal detection system on Mall Road and in engaging the services of the ENGINEER in order to assist the COUNTY with obtaining funding for the design and construction thereof; and

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

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

**ARTICLE 1- SCOPE OF SERVICES**

1. The services to be performed by the ENGINEER under this Agreement are identified on Attachment “A” – Scope of Services, attached hereto and made a part hereof the same as though completely rewritten herein.

1.2. The services indicated are for the completing the necessary construction plans for the referenced roads.

**ARTICLE 2- SCHEDULE**

2.1. The ENGINEER shall commence the services to be performed under this Agreement immediately upon receipt of express written authorization to proceed therewith from the COUNTY.

2.2. The ENGINEER shall complete the services to be performed under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The services should be completed within two (2) months from receipt of written authorization to proceed. The ENGINEER has no control over review times by other agencies and will not be responsible for delays caused by events beyond its control. The following dates for submittal to the County's offices shall be met in accordance with the above statements assuming the County issues an authorization to proceed by July 15, 2025.

Stage 1 Plans	September 25, 2025
Stage 2 Plans	January 25, 2026
Stage 3 Plans	March 25, 2026
Tracings	May 25, 2026

**ARTICLE 3- COMPENSATION**

3.1. The COUNTY shall compensate the ENGINEER for basic services under this agreement an amount not to exceed \$40,059 (Forty Thousand Fifty Nine dollars and no cents). The following items were considered in developing the engineering design costs and these phases will be shown on the project invoicing.

Design and Plan Preparation.....	\$40,059
<b>TOTAL</b>	<b>\$40,059</b>

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

**ARTICLE 4- GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

4.8. Since the ENGINEER has no control over the cost of labor, material and equipment associated with construction, contractors’ methods of determining prices, competitive bidding or market conditions, its estimates of cost provided for in this Agreement are to be made on the basis of its experience and qualifications and shall represent its best judgment as a design professional familiar with the construction

industry. The ENGINEER can not and does not guarantee that proposals, bids or construction costs relative to the project will not vary from estimates it prepares.

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

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

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

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this 25<sup>th</sup> day of June, 2025.

WITNESSES:

BELMONT COUNTY BOARD OF  
COMMISSIONERS

Bonnie Zuzak /s/  
Bonnie Zuzak /s/  
Bonnie Zuzak /s/

*J. P. Dutton* /s/  
*Jerry Echemann* /s/  
*Vince Gianangeli* /s/

WITNESS:

*Bonnie Zuzak /s/*

BELMONT COUNTY ENGINEER  
*Terry Lively* /s/

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

WITNESS:

Melinda Chase /s/  
Melinda C. Chase

HAMMONTREE & ASSOCIATES, LIMITED  
By: *Karl J. Oprisch* /s/

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Karl J. Oprisch

Title: Vice President

Approved as to form:

KEVIN FLANAGAN

Belmont County Prosecutor

*Jacob Manning, Assistant Prosecuting Attorney*

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**-Richard Hord, Martins Ferry, asked for comments regarding the re-opening of East Ohio Regional Hospital. Mr. Dutton said it is exciting news, but he is cautiously optimistic. He added Larry Merry, Belmont County Port Authority Executive Director, was involved with providing guidance or answering questions. Mr. Dutton said the Board of Commissioners are more than willing to assist the new buyer in any way they can.

Mr. Merry introduced Brian Hill of Ohio Southeast Economic Development (OhioSE). Mr. Hill works with 12 counties within the OhioSE network to spur economic growth and will be working closely with Belmont County.

## RECESS

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:49 A.M**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Dave Ivan, EMA Director, 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 11:50 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:50 a.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 is no action to be taken.



**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 11:50 A.M.**  
Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 11:50 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 2nd day of July, 2025.

J. P. Dutton /s/  
Jerry Echemann /s/ COUNTY COMMISSIONERS  
Vince Gianangeli /s/

We, J. P. Dutton and Bonnie Zuzak, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

J. P. Dutton /s/ PRESIDENT  
Bonnie Zuzak /s/ CLERK