

St. Clairsville, Ohio

September 10, 2025

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

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. Echemann, 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 her warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,066,223.48

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

S30 OAKVIEW JEV REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance	\$2,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S66.003 P.E.R.S	\$21,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.005 Medicare	\$2,000.00
E-8010-S030-S59.000 Fuel & Utilities	E-8010-S030-S64.012 Equipment	\$9,700.00

S55 TARGETED COMM ALTERN TO PRISON

FROM	TO	AMOUNT
E-1545-S055-S01.000 Grant Expenses	E-1545-S055-S02.002 Salaries/Fringes	\$100,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, 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 date:

**** MARCH 18, 2025****

W98 CEBCO WELLNESS GRANT

E-1498W-098-W24.000	2025 Grant Expenses	\$5,000.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Echemann, seconded by Mr. Gianangeli granting permission for county employees to travel as follows:
DJFS-Shelley Schramm, Peggy Kurtz, Chelsie Brown, Emily Taylor and Hollee Goudy to Steubenville, OH, on September 24, 2025, to attend the LTC Round Table meeting. A county vehicle will be used for travel. Lisa Davis, Tanya Neal and Kim Rico to Caldwell, OH, on October 1, 2025, to attend the Areas 14, 15 & 16 Regional meeting. Estimated expenses: \$150.00. A county vehicle will be used for travel. Christy Devore to Orlando, FL, on October 5-9, 2025, to attend the Families Rising Adoption & Foster Care Conference. Estimated expenses: \$2,441.40. Stacie Brown to Lewis Center, OH, on October 7, 2025, to attend the 2025 CFIS Conference. Estimated expenses: \$356.80. Mike Schlanz, Lisa Davis, Tanya Neal and Kim Rico to Cadiz, OH, on October 24, 2025, to attend the Area 16 Partner meeting. Estimated expenses: \$350.00. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the minutes of the Belmont County Board of Commissioners regular meeting of September 3, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE UPDATED CREDIT CARD USAGE POLICY
FOR BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the updated credit card usage policy for Belmont County Department of Job and Family Services.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING A RESOLUTION SUPPORTING THE APPLICATION FOR CLEAN OHIO
FUNDING FOR THE PRESERVATION OF LONG RUN RESERVOIR PROJECT BEING SUBMITTED BY
THE VILLAGE OF BARNESVILLE AND DECLARING AN EMERGENCY

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the resolution supporting the application for Clean

Ohio Funding for the preservation of Long Run Reservoir Project being submitted by the Village of Barnesville and declaring an emergency.

Note: The resolution is required per ORC 164.23.

WHEREAS, the State of Ohio, through the Ohio Public Works Commission, administers financial assistance for conservation purposes through the Clean Ohio Green Space Conservation Grant Program (“Clean Ohio”) and the Village of Barnesville requests a resolution of support, per ORC 164.23; and

WHEREAS, the Village of Barnesville was established for the purpose of acquiring lands and developing recreational areas; and

WHEREAS, the Village of Barnesville desires financial assistance for the purchase and protection of the approximately 225-acre Long Run Reservoir property (the “Property”) located in Goshen Township in Belmont County, Ohio; and

WHEREAS, the Village of Barnesville Council intends to fulfill Clean Ohio’s objectives to preserve open space with this acquisition.

NOW THEREFORE, be it RESOLVED by the Board of Belmont County Commissioners, State of Ohio:

Section 1: That the Belmont County Commissioners support the Village of Barnesville filing a request for financial assistance from the Clean Ohio Green Space Conservation Grant Program (“Clean Ohio”).

Section 2: That this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, welfare and safety of the residents.

Adopted this 10th day of September, 2025.

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/

Vince Gianangeli /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SERVICE ORDER FORM WITH VERIZON CONNECT/ANIMAL SHELTER

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the Service Order Form, for a one-year term, with Verizon Connect for the following at the Belmont County Animal Shelter:

- Two vehicle tracking subscriptions in the monthly fee of \$37.90.
- Two road facing AI dashcams in the monthly fee of \$49.90.

Note: This is through a Sourcewell Contract.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AGREEMENT WITH BRIGHTLY SOFTWARE, INC/ENGINEER’S

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the agreement with Brightly Software Inc., on behalf of the Belmont County Engineer, for Asset Management Inventory Software in the amount of \$21,662.50 for cloud services subscription for the first year and \$16,737.15 for professional services, effective September 1, 2025 to December 31, 2030.

Note: The cloud services cost will increase approximately 3% yearly.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE PRELIMINARY LEGISLATION AND APPROVE AND SIGN THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH ODOT FOR BEL TR 428 0.30 BRIDGE REPLACEMENT PROJECT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the Preliminary Legislation and approve and sign the LPA Federal Local-Let Project Agreement with Ohio Department of Transportation for the BEL TR 428 0.30 (Coleman Road) Bridge Replacement Project.

Note: Total estimated project cost: \$1,041,908.00. This project is 100% federally funded.

Agreement Number: 43189
PID Number: 119483
County-Route-Section: BEL CR 428 0.30
SAM Unique Entity ID: DRKNA8XARGU5

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and the Belmont County Board of Commissioners, acting by and through the Belmont County Engineer, hereinafter referred to as the LPA, 101 West Main Street, St. Clairsville, Ohio 43950.

1. PURPOSE
- 1.1

The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2

Section 5501.03 (D) of the **Ohio Revised Code** (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3

The BEL TR 428 0.30 (PID 119483) bridge replacement (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4

The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.
2. LEGAL REFERENCES AND COMPLIANCE
- 2.1

This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
- A. FEDERAL

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2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

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23 CFR 1.33 – Conflicts of Interest

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23 CFR Part 172 Procurement, Management and "Administration of Engineering and Design Related Service"

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23 CFR 630.106 – Authorization to Proceed

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23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?

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23 CFR Part 645 - Utilities

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48 CFR Part 31 – Contract Cost Principles and Procedures

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49 CFR Part 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs



- 23 USC § 112 Letting of Contracts
- 40 USC §§ 1101-1104, – “Selection of Architects and Engineers”
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT’s Manual for Administration of Contracts for Professional Services
- ODOT’s Specifications for Consulting Services – 2016 Edition
- ODOT’s Consultant Prequalification Requirements and Procedures
- ODOT’s Construction and Material Specifications Manual
- ODOT’s Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT associated with Federal funds is estimated to be **\$1,041,908**.

ODOT shall provide to the LPA 100 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4B87 (Assistance Listing Number: 20.205 Highway Planning and Construction,) up to a maximum of \$193,938 in Federal funds in the Preliminary Engineering/Environmental phase(s)/subphase(s). The funding does include Toll Revenue Credit at 20 percent, up to a maximum of \$38,787.60. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

ODOT shall provide to the LPA 100 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4B87 (Assistance Listing Number: 20.205 Highway Planning and Construction,) up to a maximum of \$18,116 in Federal funds in the Detail Design phase(s)/subphase(s). The funding does include Toll Revenue Credit at 20 percent, up to a maximum of \$3,623.20. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

ODOT shall provide to the LPA 100 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4B87 (Assistance Listing Number: 20.205 Highway Planning and Construction,) up to a maximum of \$1,110,908 in Federal funds in the Construction Contract/Construction Inspection phase(s)/subphase(s). The funding does not include Toll Revenue Credit or Credit Bridge. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

ODOT shall provide to the LPA 100 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4B87 (Assistance Listing Number: 20.205 Highway Planning and Construction,) up to a maximum of \$196,042 in Federal funds in the Construction Contract/Construction Inspection phase(s)/subphase(s). The funding does include Toll Revenue Credit at 20 percent, up to a maximum of \$39,208.40. This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

- 3.2
- The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.
- 3.3
- The LPA is not administering the Federally funded All phase(s)/subphase(s) of the project and is therefore considered a beneficiary of Federal funds and is not responsible for reporting the applicable Federal expenditures on their Schedule of Expenditures of Federal Award.
- 3.4
- The LPA shall be responsible for the cost of all change orders or extra work contracts that it is notified of in 9.2 below. The LPA shall remit payment within thirty (30) days of receipt of an invoice regardless of any balance the LPA has on deposit with ODOT.
- 3.5
- Payment or reimbursement to the LPA shall be submitted to:

Belmont County Engineer
101 West Main Street
St. Clairsville, Ohio 43950

4.
- PROJECT DEVELOPMENT
- 4.1
- The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.2
- Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, R/W acquisition, utility relocation and other processes as set out in ODOT's Design Reference Resource Center, available on ODOT's website <https://www.transportation.ohio.gov/working/publications>. Responsibilities for development of the PROJECT shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

PDP Phase	Activity	Responsibility		Commentary
		LPA	ODOT	
Planning	All	X		ODOT to provide coordination as needed. ODOT will program the project in Ellis and get the project added to the STIP.
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments

Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 5.2.
	Cost Estimates	X		LPA/Consultant shall prepare a project estimate
	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 5 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the PROJECT.
	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement (PI)	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 7 for detailed requirements.
	Utility Relocation		X	Refer to Section 7.6 for additional details. [Change the responsibility for Utility Relocation to the LPA and revise Section 6.6 accordingly if the LPA will be responsible]
	Railroad Coordination and Agreements		X	Refer to Section 7.8 for additional details.
	Stage 3 Plans		X	ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.

	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Endangered Species Mitigation		X	ODOT is responsible for Endangered Species Act mitigation requirements (bat mitigation) and the needed mitigation for ESA impacts.
	Stream and Wetland Mitigation	X		The LPA is responsible for obtaining the necessary stream and wetland mitigation. This is typically acquired through mitigation bank or in-lieu fee credit purchases
	PI	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.
	PI	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

- 4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.
- 4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.
5. ENVIRONMENTAL RESPOSIBILITIES
- 5.1 General Requirements

- A. In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act.
- B. Whichever party obtains the Project's environmental clearance or permit shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.
- C. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of NEPA.

5.2 Use of ODOT Consultant Agreements

- A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:
 - 1. If the LPA (County Engineer) chooses to utilize the County Engineers Association of Ohio (CEAO) task order contract for environmental services, the parties agree that the total cost shall be shared based on the parameters, Federal and local funding rates, established when the task order was set up and encumbered. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the PROJECT is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
 - 2. If the LPA (County Engineer) chooses to utilize the CEAO task order contract for R/W acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent Federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the PROJECT is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
 - 3. Value Engineering. If Value Engineering is required, ODOT may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

6. CONSULTANT SELECTION AND ADMINISTRATION

6.1 General Requirements

- A. The LPA must select a consultant/ consultant team who is prequalified by ODOT for all services to be performed by the consultant(s) and subconsultant(s).
- B. The LPA consultant agreement must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition." as a contract document.
- C. The LPA consultant agreement shall require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.
- D. The LPA consultant agreement shall require ongoing consultant involvement during the construction phase of the PROJECT.
- E. The LPA consultant agreement shall require a completion schedule acceptable to ODOT.
- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
- G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.
- H. The LPA consultant agreement shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT and shall execute the Conflict of Interest Disclosure Form specifying that there is no conflict of interest.
- I. If Federal funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, ORC 153.65 through 153.71 and Sections 6.2 and 15.3 below in the selection of consultants and must administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in ORC 153.65(C) and 5526.01 include the practice of engineering including inspection of construction, the practice of surveying, the practice of architecture including landscape architecture, the evaluation of environmental impacts, the acquisition of R/W, and administration of construction contract claims.

6.2 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [Consultant Services | Ohio Department of Transportation](#).

7. R/W/UTILITIES/RAILROAD COORDINATION

7.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies and procedures issued by ODOT.



- 7.2 If existing and/or newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who performs real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the Appraisal and Appraisal Review functions. Appraisal Review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 7.3 All Relocation Assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and rules, policies and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the Relocation and Relocation Review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 7.4 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 7.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated, or accounted, for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right-of-Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act and, as appropriate, certify compliance to FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 7.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in ODOT's Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 7.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 7.1 and 7.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI of the Uniform Act requirements are included in the instrument which transfers the property. Consistent with sections 7.1 and 7.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 7.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 7.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

- 8. ADVERTISING, SALE, AND AWARD
- 8.1 ODOT will prepare the State's estimate and manage the advertising, sale, and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.
- 9. CONSTRUCTION CONTRACT ADMINISTRATION
- 9.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and its consultants shall respond promptly to requests for information or other construction issues
- 9.2 ODOT shall not approve a change order or extra work contract until it gives notice, in writing, to the LPA.
- 9.3 The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.
- 10. CERTIFICATION AND RECAPTURE OF FUNDS
- 10.1 This Agreement is subject to ODOT's determination that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management (OBM), as required by ORC 126.07. If ODOT determines that insufficient funds have been appropriated for the purpose of this Agreement or if the OBM fails to certify the availability of funds, this Agreement, or any renewal thereof, will terminate on the date funding expires.
- 10.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, which will be due immediately. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.
- 11. NONDISCRIMINATION
- 11.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 11.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military

status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

- 11.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

12. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 12.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 12.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 12.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

13. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 13.1 Neglect by or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure is the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 13.2 through 13.4 of this Agreement.

- 13.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 13.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultant(s) and/or contractor(s). Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 13.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 13.5 This Agreement and the obligation of the parties herein may be terminated by either party with thirty (30) days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 13.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.
14. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS
- 14.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC126.30.

- 14.2

The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees, or agents in the performance of the LPA's obligations made or agreed to herein.
- 14.3

If an LPA pursues legal action against any utility for costs incurred due to delay in removal, relocation or abandonment in place, the LPA is entitled to be reimbursed from any settlement or award all attorney fees and costs incurred while preparing for litigation.

15. NOTICE

- 15.1

Notice under this Agreement shall be directed as follows:

If to the LPA:	If to ODOT:
Terry D. Lively, PE, PS	Daniel J. Lorenz, P.E.
Belmont County Engineer	Ohio Department of Transportation District 11
101 West Main Street	2201 Reiser Avenue, SE
St. Clairsville, Ohio 43920	New Philadelphia, Ohio 44663

16. GENERAL PROVISIONS

- 16.1

Financial Reporting and Audit Requirements: If one or more phases of this Agreement include a sub-award of Federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-Federal entities, including ODOT's LPA subrecipients, that have aggregate Federal award expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or R/W phases of the PROJECT must track these payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Award (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.¹ Further, the LPA may make this determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

¹ Per 2 CFR §200.502

- 16.2 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 16.3 *Ethics and Conflict of Interest Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio and Federal Ethics and Conflict of Interest laws as provided by ORC Sections 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.
- 16.4 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 16.5 *Trade:* Pursuant to the Federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquires any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 16.6 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. § 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying

contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 16.7 *Debarment:* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC. 125.25 or 153.02 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 16.8 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.9 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 16.10 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 16.11 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 16.12 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 16.13 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: BELMONT COUNTY COMMISSIONERS	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By: J.P. Dutton President	By: <i>Pamela Boratyn / TAC</i> Pamela Boratyn Director
Date:	Date: <i>9-12-2025</i>
By: <i>Jerry Echemann</i> Jerry Echemann Vice President	
Date: <i>9-10-25</i>	
By: <i>Vince Gianangeli</i> Vince Gianangeli Commissioner	
Date: <i>9-10-25</i>	

Upon roll call the vote was as follows:

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

CONTRACT BETWEEN BELLAIRE LOCAL SCHOOL DISTRICT, THE BELMONT COUNTY COMMISSIONERS AND THE BELMONT COUNTY SHERIFF’S OFFICE

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into School Resource Officer (SRO) contract between Bellaire Local School District, the Belmont County Commissioners and the Belmont County Sheriff’s Office for the 2025-2026 school year.

Note: The school’s current rate of reimbursement to the county is \$28.62 per hour (including all wages and benefits) for 200-8 hour days of SRO services.

**CONTRACT FOR SCHOOL RESOURCE OFFICER (SRO)
BETWEEN THE BELLAIRE LOCAL SCHOOL DISTRICT
THE BELMONT COUNTY COMMISSIONERS AND
THE BELMONT COUNTY SHERIFF'S OFFICE**

This Contract (hereinafter "Contract"), effective for the 2025-2026 school year, is made and entered into by and between the Bellaire Local School District and the Belmont County Sheriff’s Office ("Sheriff’s Office") on the date set forth below for the purpose of providing a School Resource Officer ("SRO") to serve in the Bellaire Local School District.

I. Purpose of Contract

The Contract formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community, with the goal of reducing crime, committed by juveniles and young adults. This Contract delineates the mission, organizational structure, and procedures of the School Resource Officer ("SRO") Program ("SRO Program").

II. Term

In consideration of the funds to be paid by the Bellaire Local School District to the Sheriff’s Office, the Sheriff’s Office agrees to provide the schools a deputy, who shall act as the SRO for the schools, and who shall perform all police functions, exercise police power, and render such police assistance and services as the district may require for any of the schools. During the time period in which the deputy is acting as SRO for the Bellaire Local School District, said deputy shall be acting within the scope of his employment with the Sheriff’s Office.

The Bellaire Local School District shall utilize the services of the SRO for two-hundred (200) days that will be primarily during the regular student school year. The Bellaire Local School District shall utilize the services of the SRO for eight (8) hours per day for a maximum of two-hundred (200) days. The eight (8) hour per day schedule will be determined by the Bellaire Local School District and the Sheriff’s Office. Time sheets will be provided by the Deputy, and records of these hours shall be sent to the Sheriff’s Office on a weekly basis.

During the school year, all days off due to snow days, delays or other days scheduled off in the school year, will be put into a bank. The Sheriff’s Office will keep track of all days worked and all day off due to scheduling. These days (hours) will be banked at straight time hours. The school can then determine extra details that will require coverage and the time will be used at time and one half. Example: Work four (4) hours and six (6) hours comes off the banked hours.

The Bellaire Local School District will be invoiced once at the beginning of the school year and once in January of the following year. The Bellaire Local School District shall pay the Sheriff’s Office **\$28.62 per hour** for time reported by the SRO, which includes all medical and fringe benefits to be received by/withheld from the Deputy from the Sheriff’s Office (see Attachment A). Should any change in the wage or benefit structure outlined in Attachment A occur, including but not limited to waiver/acceptance of hospitalization insurance, the hourly rate previously stated will be adjusted through the use of a ***Contract Addendum***. At the end of the contract period, the Bellaire Local School District will have the option to receive a refund of any monies remaining in the Sheriff’s Office’s Policing Revolving Fund after all outstanding costs have been paid, or receive a credit toward at the next billing cycle, should the SRO program continue. The Sheriff’s Office shall be responsible for hiring the SRO, compensating the SRO, and withholding all applicable taxes, retirement system contributions, and Medicare taxes in accordance with current federal and state laws and statutes.

The Sheriff’s Office will provide the necessary equipment and supplies (including motor vehicle if deemed necessary by the Sheriff’s Office) to be used by said deputy in the performance of this Contract. The Sheriff’s Office shall be responsible for all gasoline expenses, insurance coverage, repairs and maintenance charges incurred with said motor vehicle (if available).

The deputy to be assigned by the Sheriff’s Office to the Bellaire Local School District will be covered by Workers' Compensation and Unemployment Insurance maintained by the Sheriff’s Office, and the Sheriff’s Office will maintain public liability insurance coverage on the deputy assigned to the schools during the term of this Contract.

The term of this Contract shall begin August 20, 2025, and end with the conclusion of the school year on May 28, 2026. The parties recognize that, due to circumstances beyond the parties' control, the SRO was not approved and could not begin his assignment for the school district at the start of the 2025-26 school year. The parties enter into this agreement with the expectation that the SRO will be approved and begin his assignment for the school district by September 29, 2025. It is not expected that the SRO will work any additional days for the school district to account for the time between the start of the school year and his actual start date.

The parties may renew this Contract only by separate written agreement or addendum hereto, which must be executed by all parties.

ID. Mission, Goals and Objectives

The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. This is accomplished by assigning a Law Enforcement Officer employed by participating law enforcement agencies (referred to herein as SROs) to Bellaire Local School District facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators, and parents. Goals of the SRO Program include:

- I. Reduce incidents of school violence;
- 2. Reduction of criminal offenses committed by juveniles and young adults;
- 3. Establish a rapport between the SROs and the student population;
- 4. Establish rapport between the SROs and parents, faculty, staff, and administrators.

Moreover, SROs will establish a trusting channel of communication with students, parents, and teachers. SROs will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law.

Organizational Structure

A. Composition

The Sheriff’s Office shall select and assign a law enforcement officer to serve as the SRO in the SRO program.

B. Supervision

The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Sheriff’s Office. Responsibility for the conduct of SROs, both personally and professionally, shall remain with the Sheriff’s Office. SROs are employed and retained by the Sheriff’s Office, and in no event shall any employee of the Sheriff’s Office be considered an employee of the Bellaire Local School District.

II. Procedures

A. Selection

Available SRO position(s) will be filled per the Sheriff’s Office directives and selection process. Sheriff’s Office will make the final selection of any SRO vacancies.

B. SRO Program Structure

The SRO Program shall utilize the “Triad” concept of school-based policing, as developed by NASRO (National Association of School Resource Officers), which divides SRO responsibilities into three areas: public safety educator, mentor/informal counselor, and law enforcement officer. Under this framework, the officer’s law enforcement knowledge and skill combine with specialized SRO training for their duties in the education setting. SROs are first and foremost law enforcement officers for the providing law enforcement agencies. SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Sheriff’s Office. All

acts of commission or omission shall conform to the guidelines of the Sheriff's Office directives. School officials should ensure that noncriminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment. SROs are not formal counselors or educators, and will not act as such. However, SROs may be used as a resource to assist students, faculty, staff, and all persons involved with the school. SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. SROs may use these opportunities to build rapport between the students and the staff. The Sheriff's Office recognize, however, that Bellaire Local School District shall maintain full, final, and plenary authority over curriculum and instruction in the Bellaire Local School District, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher not the Sheriff's Office or its employees, and the Sheriff's Office and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

C. Duties and Responsibilities of the SRO

The duties and responsibilities of the SRO will include, but not be limited to:

1. Enforcement of criminal law and protection of the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the Sheriff's Office. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on campus or off campus, during school hours.
2. Completion of reports and investigation of crimes committed on campus.
3. Whenever practical, coordination of investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the Bellaire Local School District. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
4. Taking appropriate enforcement action on criminal matters as necessary. Whenever practical, the SRO shall advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
5. Wearing of law enforcement agency issued uniform at all times, or other apparel approved by the providing agency.
6. Being highly visible throughout the campus, but to be unpredictable in their movements. For officer safety, SROs shall not establish any set routine which allows predictability in their movements and their locations.
7. Conferring with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at schoolrelated activities.
8. Complying with all laws, regulations, and school board policies applicable to employees of the Bellaire Local School District, including but not limited to laws, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that SROs, under no circumstances, shall be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done in accordance with Board Policy and as allowed under the Family Educational Rights and Privacy Act. Any existing rights or benefits of personnel assigned under this Agreement shall not be abridged and remain in effect.
9. Notifying the school principal or his/her designee if it is necessary for the SRO to be off- campus during regular school hours non-emergency situations.
10. Providing information concerning questions about law enforcement topics to students and staff.
11. Developing expertise in presenting various subjects, particularly in meeting federal and state mandates in drug abuse prevention education, and providing these presentations at the request of the school personnel in accordance with the established curriculum.
12. Preparing lesson plans necessary for approved classroom instruction.
13. Providing supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the Sheriff's Office supervisor and a school administrator.
14. Advising students, staff, and faculty on a limited basis.
15. Attending school extracurricular activities as needed. Off-duty assignments are not included.
16. Attending Belmont County Sheriff's Office's in-service training as required. Reasonable attempts will be made to schedule such training to minimize the SRO's absence from school on an instructional day.
17. Attending meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.
18. Being familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc., and making referrals when appropriate.

D. Duties and Responsibilities of the SRO Supervisor (Sheriff's Office)

The duties and responsibilities of the SRO Supervisor will include but not be limited to:

1. Coordinating work assignments of the SRO.
2. Ensuring SRO compliance with all Belmont County Sheriff's Office directives.
3. Coordinating scheduling and work hours of the SRO (vacation requests, sick leave, etc.).
4. Evaluation of the SRO. **The Bellaire Local School District shall provide the SRO of each campus the following materials, facilities, and access, which are deemed necessary to the performance of the SRO's duties:**
 1. Office space that can be secured and is acceptable to the participating law enforcement agency. The office shall contain a telephone, desk, chair, computer, and filing cabinet.
 2. Reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals, and objectives. Administrators may seek input from the SROs regarding criminal justice problems relating to students and site security issues.

E. Enforcement

Although SROs have been placed in a formal educational environment, they are not relieved of their official duties as an enforcement officer. The SRO shall intervene, when it is necessary, to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with State and federal law, and department policy. The SRO, on behalf of the Sheriff's Office, will determine whether/what criminal charges may be recommended for filing by the Belmont County Prosecutor's Office.

The providing agency will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

III. TERMINATION

This Agreement may be terminated by either party, with or without cause, upon seven (7) days' written notice to the other party. In the event of termination, the Bellaire Local School District shall only be invoiced and provide reimbursement for the costs incurred and hourly rate agreed to through the seventh day.

IV. NOTICE

Any notice, consent, or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being

deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipients as follows:

If to the BELLAIRE LOCAL SCHOOL DISTRICT:
Bellaire Local School District
340 34th Street
Bellaire, OH 43906

If to the BELMONT COUNTY SHERIFF’S OFFICE:
Belmont County Sheriff’s Office
68137 Hammond Road
St. Clairsville, OH 43950

This has been agreed to in cooperation with the Bellaire Local School District3 and the Belmont County Sheriff’s Office. As agreed to and in partnership with:

BELMONT COUNTY SHERIFF

By: James Zusack /s/
Date: 09/09/25

BELLAIRE LOCAL SCHOOL DISTRICT

By: Derrick McAfee /s/
By: Cathy Moore /s/
Date: 9-8-25

BELMONT COUNTY COMMISSIONERS: APPROVED AS TO FORM:
By: Jacob Manning /s/
J.P. Dutton, President
Jerry Echemann /s/
Jerry Echemann, Vice President
Vince Gianangeli /s/
Vince Gianangeli
Date: 9-10-25

Title: Jacob A. Manning, Belmont County Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAY REQUEST NO. 10 & NO. 11 FROM BORDER PATROL, LLC/EASTSIDE LIFT STATION PROJECT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the following pay request from Border Patrol, LLC, for the Eastside Lift Station Project, based upon the recommendation of Belmont County Water & Sewer District Director Kelly Porter:

- Pay request No. 10 (through 7/31/2025) in the amount of \$56,469.00.
- Pay request No. 11 (through 8/31/2025) in the amount of \$107,728.81.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAY APPLICATION NUMBER 6 (THROUGH 8/27/2025) FROM GRAE-CON CONSTRUCTION, INC/BELMONT COUNTY HEALTH AND RECORDS BUILDING PROJECT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve Pay Application Number 6 (through 8/27/2025) from Grae-Con Construction, Inc., in the amount of \$890,009.99 for the Belmont County Health and Records Building project, based upon the recommendation of Mills Group, Project Architect.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-David Gray, Belmont County resident that lives in Upland Heights, Yorkville is having an issue with sewage water runoff on his property. He gets water through Warren Water Authority. Mr. Echemann said Belmont County has no jurisdiction over them.

2025 State Science Day Resolution

Present: Alisha Parsons, East Richland Christian School Science teacher, students Bastian Woods, June Chance, Emi Ross, Trenton King, Elizabeth Bolen, Daisy Miner, Jackson Parson, Caleb Gooch and Amos Miller, Elaine Wood, St. Clairsville Middle School STEM teacher and student Wyatt Mowery along with several family members. Ms. Parsons said East Richland had forty-four students between fifth and eight grades participate in the school science fair. Twenty-three went on to regionals and fourteen went on to the State Science Fair. Ms. Wood said St. Clairsville had one student participate and are hoping to grow the program for next year.

IN THE MATTER OF ADOPTING THE RESOLUTION IN RECOGNITION OF THE 2025 STATE SCIENCE DAY PARTICIPANTS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the resolution in recognition of the 2025 State Science Day Participants. **WHEREAS**, for 75 years, State Science Day has been the pinnacle of academic achievement for students pursuing inquiry-based scientific research and engineering design; and

WHEREAS, this spring, 614 STEM scholars in grades 5-12 competed for nearly \$400,000 in sponsored scholarships and awards. A total of 187 schools participated. The State Science Day is the academic equivalent of a State Athletic championship and is the largest event of its kind in the nation for students in grades 5-12 using “STEM” (science, technology, engineering, and mathematic) research, while also incorporating their communication skills; and

WHEREAS, STEM is the core of our country’s economic future. Students who study science technology, engineering and mathematics today are identified as critical to our nation’s future; and

WHEREAS, the Belmont County Board of Commissioners does hereby recognize and publicly congratulate (Elizabeth Bolen, June Chance, Grayson Drewett, Charles Elliott, Caleb George Gooch, Luke Kiene, Trenton King, Avery McMillen, Amos Miller, Daisy Miner, Jackson Parsons, Emi Ross, Savannah Wells, Bastian Woods, and Wyatt Mowery) on their achievement in The Ohio Academy of Science State Science Day.

NOW, THEREFORE BE IT RESOLVED, that the Board considers it a privilege to recognize the best and brightest our county has to offer and does encourage all citizens of Belmont County to join in extending congratulations to those Belmont County students for their achievements while participating in the 2025 State Science Day.

Adopted this 10th day of September 2025.

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/

Vince Gianangeli /s/

Upon roll call the vote was as follows:

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

RECESS

Subdivision Hearing-Bobcat Way

Present: Joshua Crowley, Engineer’s Department and Will Quinn, OUE. Mr. Crowley said this is for two lots on a private road that is being dedicated and will give access to each lot.

IN THE MATTER OF FINAL PLAT DEDICATION

FOR BOBCAT WAY SUBDIVISION

RICHLAND TOWNSHIP, SEC. 27 & 28, T-7, R-4

“FINAL PLAT APPROVAL”

O.R.C. 711.05

Motion made by Mr. Echemann 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 Bobcat Way Subdivision, Richland Township, Sec. 27 & 28, T-7, R-4, 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. Echemann	Yes
Mr. Gianangeli	Yes
Mr. Dutton	Absent

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of September 10, 2025, as recorded in Volume 110 of the County Commissioners’ Journal.

Bonnie Zuzak /s/

Bonnie Zuzak, Clerk

cc: Engineer
Township F.O.
Health Dept.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:13 A.M

Motion made by Mr. Echemann, 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 of public employees. Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:15 P.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 12:15 p.m. Upon roll call the vote was as follows:

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

Mr. Echemann said there are six motions to be considered as a result of executive session.

IN THE MATTER OF ACCEPTING THE RESIGNATION OF

JAKOB HEATHERINGTON, SUMMER EMPLOYEE/WATER & SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept the resignation of Jakob Heatherington, summer employee at Belmont County Water and Sewer District, effective August 1, 2025. Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF

JACK KOONTZ, SUMMER EMPLOYEE/WATER & SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept the resignation of Jack Koontz, summer employee at Belmont County Water and Sewer District, effective August 9, 2025. Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF

COLLIN SMIGLE, SUMMER EMPLOYEE/WATER & SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept the resignation of Collin Smigle, summer employee at Belmont County Water and Sewer District, effective September 5, 2025. Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF

SHAYE SIBURT, FULL-TIME COOK/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the resignation of Shaye Siburt, full-time Cook at Senior Services of Belmont County, effective September 9, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF
GEORGE STARKEY, PART-TIME NON-EMERGENCY MEDICAL DRIVER/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the resignation of George Starkey, part-time Non-Emergency Medical Driver at Senior Services of Belmont County, effective September 6, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING COLLIN SMIGLE, FULL-TIME
TEMPORARY HOUSEKEEPING/MAINTENACE/BUILDING & GROUNDS**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the hire of Collin Smigle, full-time Temporary Housekeeping/ Maintenance at Belmont County Building and Grounds, effective September 8, 2025.

Upon roll call the vote was as follows:

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

Mr. Echemann said there was an additional motion that was not as a result of executive session.

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli granting permission for county employees to travel as follows:
HR DEPARTMENT-Erin McVay and Hannah Warrington to Columbus, OH, on September 12, 2025, to attend the CORSA Annual meeting.
Upon roll call the vote was as follows:

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

RECESS

Reconvened Thursday, September 11, 2025 at 10:10 a.m. with Commissioners Dutton and Gianangeli present.

BUDGET HEARINGS-Present: Jody Thomas, Fiscal Clerk
2026 budget requests were reviewed.

RECORDS-Present: Laura Ellis
\$55,000 requested for 2026 which is the same as last year. Ms. Ellis said they are on schedule for the move to the new building next year. Mr. Dutton said summer help could be used to help if needed. Ms. Ellis said another computer may be needed for public access. The department’s goal is to condense records by disposal dates. Ms. Ellis suggested having Patterson Pope back out next spring to give an updated quote on moving the records to the new building.

Commissioner Echemann joined the meeting.

RECESS

PUBLIC DEFENDER-Present: Aaron Miller and Lisa West
\$877,851 requested for 2026. Mr. Dutton explained level funding was given for 2025 except for the Auditor’s office which had a 5% cut and the Commissioners which had a 12% cut. He said there is a budget stabilization line under the Commissioners that is used to cover additional expenses if needed. Mr. Dutton said sales tax is trending a little higher this year. Mr. Miller said they are in a deficit due to the Capital case. One attorney moved from part-time to full-time and they had some furniture expenses. An additional \$35,000 is needed to finish out 2025. \$827,000 was requested for 2025, \$792,000 was received.

Commissioner Gianangeli left the meeting at 10:56 a.m. to attend a Board of Revision hearing and returned at 11:09 a.m. for the Port Authority budget hearing.

RECESS

PORT AUTHORITY-Present: Larry Merry and Jennifer Brothers
\$231,000 is needed to run the department in 2026. \$65,000 was allocated in 2024. Mr. Dutton said there were times the county funded Port Authority at a higher amount, \$75,000 to \$80,000 was given to them. CIC was also funded the same. Mr. Dutton said most counties spend six figures on economic development. The Port Authority also works on the Transportation Improvement District and brings grants in. Mr. Dutton added the return on what is coming back to the county is impressive with just two people. Mr. Merry said the economic development process is a slow process.

RECESS

Reconvened at 12:25 p.m. with no further business to be had.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:25 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:25 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 17th day of September, 2025.

J. P. Dutton /s/_____

Jerry Echemann /s/_____ COUNTY COMMISSIONERS

Commissioner Vince Gianangeli – Absent_____

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