

St. Clairsville, Ohio

September 17, 2025

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

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

IN THE TOTAL AMOUNT OF \$2,040,176.27

Upon roll call the vote was as follows:

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

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-A28.000 Other Expenses	E-0051-A001-A13.010 Supplies	\$1,500.00
E-0051-A001-A28.000 Other Expenses	E-0051-A001-A08.000 Travel & Expenses	\$1,300.00

H08 WIA AREA 16 FUND

FROM	TO	AMOUNT
E-2610-H008-H03.000 Harrison Co DJFS	E-2610-H008-H04.000 Jefferson Co DJFS	\$46,986.95

K00 MOTOR VEHICLE AND GASOLINE TAX

FROM	TO	AMOUNT
E-2812-K000-K16.013 Contract-Projects	E-2812-K000-K12.000 Materials	\$120,000.00
E-2812-K000-K16.013 Contract-Projects	E-2812-K000-K11.002 Salaries Laborers	\$30,000.00
E-2812-K000-K16.013 Contract-Projects	E-2813-K000-K25.002 Salaries Laborers	\$50,000.00
E-2812-K000-K16.013 Contract-Projects	E-2813-K000-K29.011 Contract Services	\$50,000.00

S30 OAKVIEW JUV REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$100,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S55.010 Supplies	\$2,000.00
E-8010-S030-S64.012 Equipment	E-8010-S030-S40.000 Grant Holding	\$1,996.00
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S40.000 Grant Holding	\$1,323.97
E-8010-S030-S70.005 Medicare	E-8010-S030-S40.000 Grant Holding	\$201.08
E-8010-S030-S66.003 PERS	E-8010-S030-S40.000 Grant Holding	\$947.66

S77 COMM-BASED CORRECTIONS ACT GRT

FROM	TO	AMOUNT
E-1520-S077-S04.006 Hospitalization	E-1520-S077-S01.002 Salaries	\$1,871.17
E-1520-S077-S04.006 Hospitalization	E-1520-S077-S01.003 PERS	\$334.60
E-1520-S077-S05.004 Workers Comp	E-1520-S077-S02.005 Medicare	\$58.77

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following transfers between funds as follows:

H08 WIA AREA 16 FUND AND H05 WORKFORCE DEVELOPMENT FUND

FROM	TO	AMOUNT
E-2610-H008-H01.000 Belmont Co DJFS	R-2600-H005-H01.500 Belmont Co DJFS	\$75,000.00

S66 DEVELOPMENTAL DISABILITIES FUND AND S69 MEDICAID RESERVE FUND

FROM	TO	AMOUNT
E-2410-S066-S84.074 Transfers Out	R-2413-S069-S05.574 Transfers In	\$1,500,000.00

W80 PROSECUTOR’S-VICTIM PROGRAM AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Victim Ass. Salary	R-0040-A000-A47.574 Transfers In	\$2,446.03

Upon roll call the vote was as follows:

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

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 1, 2025****

P81 ARP ST. & LOCAL FISCAL RECOVERY

E-1801-P081-P05.055	Construction	\$750,000.00
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**** SEPTEMBER 16, 2025****

A00 GENERAL FUND

E-0111-A001-E02.002	Salary	\$2,446.03
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H05 WORKFORCE DEVELOPMENT FUND

E-2600-H005-H03.000	WIOA Adult	\$30,000.00.
E-2600-H005-H04.000	WIOA Dislocated Adult	\$45,000.00

<u>H11 FAMILY & CHILD 1ST COUNCIL-BCJFS</u>		
E-2770-H011-H12.000	SFY20 Multi-Sys Youth Funding	\$31,500.00
<u>M78 TITLE IV-E REIMB</u>		
E-0400-M078-M05.000	Other Expenses	\$7,000.00
<u>S12 BELMONT COUNTY PORT AUTHORITY</u>		
E-9799-S012-S07.000	Professional Services	\$18,835.74
<u>S30 OAKVIEW JUV REHABILITATION</u>		
E-8010-S030-S54.000	Food	\$3,829.67
<u>S32 OAKVIEW JUV-ACTIVITY FUND</u>		
E-8012-S032-S00.000	Activity Fund	\$275.08
<u>S69 MEDICAID RESERVE FUND</u>		
E-2413-S069-S01.011	Contract Services	\$1,500,000.00
<u>S75 MHAS SUBSIDY GRANT</u>		
E-1518-S075-S03.002	Salaries	\$55,000.00
<u>S80 CLERK OF COURTS-COMPUTER FUND</u>		
E-1580-S080-S08.000	Computer Expenses	\$13,104.00
<u>W80 PROSECUTOR’S-VICTIM PROGRAM</u>		
E-1511-W080-P01.002	Salary	\$2,446.03

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/
HOLDING ACCOUNT CHARGEBACKS FOR AUGUST 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of August 2025.

General fund			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	4,852.25
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	504.00
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,047.20
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	4,274.40
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	7,207.41
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	0.00
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	7,371.98
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	4,098.75
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,079.90
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	8,919.06
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	12,033.92
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,419.62
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
BEHAVORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	702.46
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	2,447.00
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	807.70
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	2,304.51
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,677.28
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,998.82
PROSECUTING ATTNYS	E-0111-A001-E09.003	R-9895-Y095-Y01.500	10,091.48
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,800.36
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	29,938.68
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	4,113.40
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,305.90
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	5,800.63
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	6,426.94
BD OF ELECT/EMPL	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,540.88
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	0.00

BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	17.50
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	318.78
			133,217.27
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	3,384.85
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,346.04
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	0.00
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	721.87
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	294.10
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	587.83
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	266.64
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	550.99
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	138.41
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	391.77
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	1,533.01
COVID-19 Enhanced Operation	E-2239-F091-F01.002	R-9895-Y095-Y01.500	0.00
Adolescent Health Resiliency	E-2241-F093-F08.000	R-9895-Y095-Y01.500	386.05
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,413.96
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	127.94
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	78.49
Body Art	E-2243-F095-F07.002	R-9895-Y095-Y01.500	0.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	57,127.32
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	5,997.74
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,453.58
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,243.67
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	15,492.10
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	5,925.85
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,971.20
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	515.20
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	2,266.85
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	0.00
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	622.49
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,581.14
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	333.85
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	22,795.40
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	6,096.38
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,723.08
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	17,565.93
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	11,050.25
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	4,551.10
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	2,594.74
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,152.30
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	50,324.58
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	26,775.43
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	525.54
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	936.92
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,811.20
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	623.62
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	662.81
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	774.10

WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,203.29
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	282.70
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	927.82
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	100.80
			397,464.36

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT AND INVESTMENT PORTFOLIO FOR THE MONTH OF AUGUST 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Treasurer’s Office:

- Interest Report and Investment Portfolio for the month of August 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE MONTHLY FINANCIAL REPORT FOR AUGUST 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Auditor’s Office:

- Monthly Financial Report for the month of August 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATE/AUDITOR’S

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated September 17, 2025, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

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:
HR DEPARTMENT-Erin McVay to Plain City, OH, on October 3, 2025, to attend the CLCCA meeting. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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 September 10, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING JACOB BOLT, FULL-TIME ELIGIBILITY/REFERRAL SPECIALIST/DJFS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Jacob Bolt, full-time Eligibility/Referral Specialist at Belmont County Department of Job and Family Services, effective September 22, 2025.
Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PROMOTION OF HENRY HERCULES, FULL-TIME KENNEL STAFF TO FULL-TIME KENNEL MANAGER

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the promotion of Henry Hercules, full-time Kennel Staff to full-time Kennel Manager at the Belmont County Animal Shelter, effective September 22, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTING J. P. DUTTON, BELMONT COUNTY COMMISSIONER TO EASTERN OHIO DEVELOPMENT ALLIANCE (EODA)

Motion made by Mr. Echemann, seconded by Mr. Dutton to reappoint J. P. Dutton, Belmont County Commissioner, to the Eastern Ohio Development Alliance (EODA) board for a two-year term, effective January 1, 2026 through December 31, 2027.

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR LICENSE FOR GOLDEN TICKET CINEMAS, INC.

Motion made by Mr. Dutton, seconded by Mr. Echemann to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a new D5I liquor license, Permit No. 10008072-1, for Golden Ticket Cinemas, Inc, 67800 Mall Road, Unit 700, Richland Township, St. Clairsville, OH, 43950. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM JOHNSON BOILER WORKS, INC./DJFS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Johnson Boiler Works, Inc., in the amount of \$18,500.00 to supply materials and labor to replace cast iron piping at Belmont County Department of Job and Family Services.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO THE AUCTION SALE AGREEMENT WITH DYLAN CRALL, AUCTIONEER

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Auction Sale Agreement with Dylan Crall, Auctioneer, to conduct the annual Belmont County Auction to be held Thursday, October 9, 2025, beginning at 4:00 p.m. at 68147 Hammond Road, St. Clairsville, Ohio.



RECEIVED
SEP 11 2025
BELMONT COUNTY COMMISSION

SALES AGREEMENT

This agreement made on October Sep 11 2025 between Belmont County
Commissioners, hereafter called the Seller and Dylan Crall
Auctioneer, hereafter called the Auctioneer.

TERMS AND CONDITIONS:
Both parties agree that Auctioneer will act as the Seller's agent and conduct a public auction of personal and other property of the Seller. The auctioneer will use his professional skills, knowledge and experience to the best advantage of both parties in preparing for and conducting the auction. The auction is to be held on October 9 @ 4:00pm (date/time) 2025 at 68147 Hammond Rd St. Clairsville OH 43905 (location). If the auction is postponed for any reason beyond either party's control, the auctions will take place on a date agreeable to both parties. The Seller agrees to turn over, deliver and/or make available the items listed here to be sold at public auction.

NA

No item shall be sold prior to or withdrawn from the auction except by mutual agreement of the Seller and Auctioneer. It is the Sellers intent to transfer ownership of said property to the highest bidder (absolute auction) except those items specified in writing by the Seller to have a reserve bid. The Sellers affirm that they have good title and right to sell said property and that the property is free of all encumbrances and liens except at follows:

ITEM	MORTGAGE OR LIEN HOLDER	AMOUNT OWED
<u>NA</u>		

The (AUCTIONEER/SELLER) is responsible for the collection of payments made by check (including bad checks), debts and unpaid auction items. It is agreed that the Auctioneer (WILL/WILL NOT) accept absentee bids. It is agreed that the following fees and expenses will be charged by the Auctioneer:

Professional Fees		Promotion Expenses
Auctioneer		
Personal Property	<u>20% OF Gross</u>	<u>Paid By Auctioneer</u>
Real Estate		
Capitol Goods		
Other Vehicles	<u>12% OF Gross</u>	<u>Facebook - Farm & Dairy - Auction 2 ip</u>
Clerk.....	<u>Paid By Auctioneer</u>	Other Expenses
Cashier.....	<u>11</u>	
Other.....	<u>11</u>	<u>NA</u>

It is agreed that the Auctioneer will turn over the net proceeds of the auction along wit the sale receipts and records to the Seller within 15 days of the auction along with any unsold items. It is agreed that all auction fees and expenses will be deducted from the proceeds before receipt of payment and satisfaction of liens or encumbrances. Seller agrees to hold harmless the Auctioneer against any claims of the nature referred to in this contract.

Dylan Crall
Auctioneer Signature
The Auctioneer is licensed by ODA
As Bonded in favor of the State of OHIO
X NPDA
Seller Signature
X Jerry Echemann
Seller Signature
APPROVED AS FORM:
PROSECUTING ATTORNEY

WHITE - AUCTIONEER YELLOW - SELLER PINK - SELLER

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH CUMBERLAND TRAIL FIRE DISTRICT #4/EMA

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract with Cumberland Trail Fire District #4 for services of one employee for 80 hours a month to be utilized by the Belmont County Emergency Management Agency in the role as Deputy Director, in the annual amount of \$40,000.00, effective September 18, 2025 to September 30, 2026.

EMA (Emergency Management Agency) SERVICES CONTRACT

This contract, made by and between Cumberland Trail Fire District #4, in the State of Ohio (hereinafter referred to as “CTFD”) doing business as Cumberland Trail Fire District #4 located at 142 S. Marietta Street, Saint Clairsville, OH 43950, and the Belmont County Board of Commissioners (hereinafter referred to as “the AGENCY”) and located at 101 West Main Street, Saint Clairsville, OH 43950.

The CTFD will provide the services of one employee for eighty (80) hours a month to be utilized by the Belmont County Emergency Management Agency in the role as Deputy Director. The employee will work Tuesday’s, Thursday’s and every other Friday. Its mutually understood that the employee shall be notified at earliest convenience if additional time is needed at either entity as soon as possible. It’s also mutually understood that dates and times may vary at both entities due to need and real-life events. The employee will have an office space, internet and supplies provided by CTFD located at 142 S. Marietta Street, Saint Clairsville, OH 43950 or 68389 Stewart Drive, St. Clairsville, OH 43950. CTFD will provide electronic communication devices and platforms to the employee to enable he or she to be contacted through but not limited to a laptop and email. It’s encouraged for the employee to also have a Belmont County email and office space at the Belmont County EMA office located at 68329 Bannock Road, St. Clairsville, OH 43950.

WHEREAS, the AGENCY needs an employee for Belmont County EMA, and,

WHEREAS, the CTFD is qualified in the State of Ohio and willing to provide such services as may be needed by the AGENCY.

NOW THEREFORE, it is hereby mutually understood and agreed as follows:

I. The CTFD agrees to the following:

A. Provision of goods and/or services.

- 1) The CTFD hereby agrees to provide the services of a part-time employee to the Belmont County EMA. CTFD shall carry liability insurance with limits of at least \$1,000,000 per occurrence.
- 2) The CTFD shall provide and supply upon request to the AGENCY with a copy of the following documents: Bureau of Workers’ Compensation Certificate, Liability Insurance Certificate, pertinent licenses and credentials as it pertains to the job description for the services provided to the AGENCY.
- 3) In the event the EMA Director is absent due to sick, personal, vacation leave, etc. The employee should be available to cover his duties. It’s mutually understood that the employee shall share on call duties with the Director.

B. Payment of goods and/or services.

- 1) AGENCY shall reimburse for cost incurred by the CTFD through Belmont County Board of Commissioners, \$40,000.00 annually for the services to the AGENCY by CTFD under this contract. This shall be paid in equal monthly installments of \$3,333.33 upon invoice.
- 2) Such payments shall be made by the AGENCY upon approval of the AGENCY of a monthly billing by the CTFD that details cost of services provided. Said payments are due to the CTFD with-in thirty (30) days receipt on invoice from CTFD.
- 3) CTFD and the AGENCY agree to adhere to governance set forth by the State of Ohio to allow agencies to share information amongst one another for fiscal and emergency operations.
- 4) CTFD shall provide fiscal and program documentation to AGENCY upon request.

C. Records/Services relating to EMA Services.

- 1) Until the expiration of September 30, 2026 after furnishing of the services provided under this contract, the CTFD will make available to AGENCY and/or Auditor of the State of Ohio and their representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the cost of those services.
- 2) Acceptance of this contract/agreement or authorization is evidence of your intent to comply with the obligations and activities set forth by Belmont County Board of Commissioners and CTFD Board of Trustees.
 - a) The CTFD agrees to not use or disclose Protected Health Information other than as permitted or required under our agreement or as required by law.
 - b) The CTFD agrees to use appropriate safeguards to prevent use or disclosure any protected information other than provided by our agreement.
 - c) The CTFD agrees at the Belmont County Board of Commissioners request to provide an update on progress and statistics in collaboration with the Belmont County EMA Director.
 - d) The CTFD agrees the employee shall attend Belmont County LEPC meetings, Belmont County Fire & Squad Officer Association Meetings, Belmont County Fire, EMS & Law Enforcement trainings pertinent to their job as time allows with other duties assigned. With the mutual understanding attendance my increase upon specific request.
 - e) CTFD understands that in light of the uniqueness of this job the employee may be required to be present more often due to exercises or real-life events. Also, the job may require some evenings and weekend responsibilities. It is mutually understood that letter (e.) is also reciprocated to CTFD. Any time spent after hours or weekends shall be deducted from overall allotted hours in a month.
 - f) The CTFD agrees the employee shall visit Belmont County Fire, EMS & Law Enforcement agencies annually for public relations and participate in as many community events as possible.
 - g) The CTFD agrees to pay for any training that’s pertinent to the Fire & EMS profession for the employee to maintain current certifications. Belmont County Board of Commissioners agree to pay for any training pertinent to EMA operations that are necessary for employment and continuing education.
 - h) In light of the unique nature of the professional duties of the employee and the large geographic area encompassed within Belmont County, the Board of Commissioners shall provide the employee with a Board owned vehicle. This includes for the vehicle to be taken home to respond to an afterhours incident, training or other duties assigned by Belmont County EMA or CTFD. The vehicle shall be fully maintained by the Board of Commissioners, including but not limited to, vehicle maintenance, fuel, expenses incidental to usage, and vehicle insurance.
 - i) The Board of Commissioners shall provide the employee with a Belmont County 911 portable radio with fire, ems and law enforcement template to be used in the event a real-life incident and/or training. Preferably for the radio to e Multi-Agency Radio Communication System ability too.
 - j) CTFD shall be provided a job description for the position and provided notice within seventy-two (72) hours of any modifications or amendments to it.

II. General provisions/limitations of liability/term of agreement:

- a) This contract shall become effective **September 18, 2025** and shall remain in effect until **September 30, 2026**, subject to the provision for cancellation contained herein.
- b) This agreement may be cancelled by the AGENCY or the CTFD at any time upon at thirty (30) days advance written notice. Notice of cancellation shall be transmitted by certified mail or personal delivery to the other party and considered effective upon delivery. The AGENCY or CTFD may cancel this agreement immediately, notwithstanding the advance-notice provisions specified above, if: there is a breach of contract or actions deemed unlawful and/or criminal in the State of Ohio.
- c) The AGENCY and the CTFD agree that neither party is responsible to the other party for nonperformance or delay in performance due to acts of God, wars, riots, strikes, or other clause beyond the control of the parties.
- d) The CTFD agrees to notify the AGENCY in writing within thirty (30) days of a change in any of the following: ownership, name, Federal EIN, licensure, certification, or registration status.
- e) Drug Free Workplace. The CTFD shall comply with all applicable state and federal rules, regulations, and statutes pertaining to a drug free workplace. The CTFD shall make a good faith effort to ensure that all employees of the CTFD do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working in any capacity for the AGENCY or CTFD.
- f) If any provision, or portions thereof, of this agreement is invalid under any applicable statute or rule of law, it (or such portions) is to that extent deemed omitted.
- g) The parties hereto agree to periodically review the provisions of this contract to determine whether this contract or a revision hereof is necessary or advisable to provide adequate services for the AGENCY

III. Nondiscrimination, Equal Employment Opportunity, Conflict of Interest and Ethics Laws.

- a) In carrying out this Contract, the CTFD shall comply with all applicable State of Ohio and Federal Laws relating to nondiscrimination laws.
- b) The CTFD agrees that it is and will remain an Equal Employment Opportunity employer in accordance with all State of Ohio and Federal Laws.
- c) Neither the CTFD nor any officer, member or employee of the CTFD shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.
- d) The CTFD hereby covenants that the CTFD, and any officer, member, or employee of the CTFD, have no interest, personal or otherwise, direct or indirect which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract.

The parties hereto have caused the Contract to be executed by their duly authorized officials.

Belmont County Board of Commissioners

J. P. Dutton /s/ 9/17/25

J. P. Dutton, President Date

Jerry Echemann /s/ 9/17/25

Jerry Echemann, V.P. Date

Vince Gianangeli Date

APPROVED AS TO FORM:
Jacob Manning /s/ Assistant Pros. Attorney
PROSECUTING ATTORNEY

Cumberland Trail Fire District

Mike Smith /s/ 9/17/25

Mike Smith, Chair Date

Rick Ferrell /s/ 9/17/25

Rick Ferrell Date

John Slavik /s/ 9/17/25

John Slavik Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FROM SC CONSTRUCTION & MATERIALS, LLC FOR ENGINEER’S PROJECT 25-2

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 1 from SC Construction & Materials, LLC, for the Belmont County Engineer’s Project #25-2 2025 Chip Seal for an additional \$36,327.36, for a new contract total of \$1,471,703.16, based upon the recommendation of Belmont County Engineer Terry Lively.
Note: Additional County and Township roads were added to the project.

CHANGE ORDER NO. 1
SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #25-2: 2025 CHIP SEAL PROGRAM

Auditor's Office, Belmont County, Ohio
This contract made and entered into this 17th day of September, 2025 between **SC CONSTRUCTION & MATERIALS, LLC**, 800 Nathan Denton Road, Seaman, OH 45679, and J.P. Dutton, Jerry Echemann, and Vince Gianangeli, Commissioners of Belmont County, WITNESSETH that said **SC CONSTRUCTION & MATERIALS, LLC** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary for applying asphalt emulsion to repaired areas and preparing and applying single and double chip seal surfaces on various County Roads and Township Roads and all related Work described by the Contract Documents.

CHANGE ORDER
*** ADDITIONAL QUANTITIES ***

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
31,883.26 SY	422 SINGLE CHIP SEAL, CRS-2P, AS PER PLAN	\$1.95	+ \$62,172.36
	TOTAL ADDITIONS		+ \$62,172.36

*** NON-PREFORMED QUANTITIES ***

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
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171 GAL	AE-DP ASPHALT EMULSION	\$3.00	- \$513.00
8,444 SY	422 DOUBLE CHIP SEAL, CRS-2P, AS PER PLAN	\$3.00	- \$25,332.00
	TOTAL DEDUCTIONS		- \$25,845.00
TOTAL AMOUNT OF CHANGE ORDER			+ \$36,327.36

Reason for Contract – Additional County and Township Roads added to project.
* SUMMARY *

ORIGINAL CONTRACT		\$1,435,375.80
CHANGE ORDER NO. 1		+ \$36,327.36
TOTAL WORK INCLUDING CHANGE ORDER NO. 1		\$1,471,703.16

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/
Jerry Echemann /s/

SC CONSTRUCTION & MATERIALS, LLC

By: Nathania Shelton /s/
Nathania Shelton
Print/Type Signature
Owner
Title

RECOMMENDED BY:

Terry Lively /s/
TERRY D. LIVELY, P.S., P.E.
BELMONT COUNTY ENGINEER
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 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 Change Order No. 2 from Ohio-West Virginia Excavating Co., for the West End Force Main Improvements Project for an increase of \$13,472.90, for a new contract total of \$651,849.65, based upon the recommendation of Kelly Porter, Belmont County Water & Sewer District Director.
Note: This change order is for additional bypass pump rental time and SCADA integration of flow meter signal to provide additional pump shutdown control. This will be paid for using contingency funds established for this project.

11106

CONTRACT CHANGE ORDER

Contract: West End Force Main Improvements

Owner: Belmont County Commission

To: Ohio-West Virginia Excavating Co.

Change Order No.: 2

Date: August 26, 2025

State: Ohio

County: Belmont

You are hereby requested to comply with the following changes from the Contract Plans and Specifications

Description of Changes	DECREASE in Contract Price	INCREASE in Contract Price
Additional Bypass Pump Rental time – 4-week rental		\$ 9,486.98
Additional work by Mon Valley Integration for integration of flow meter signal into SCADA system		\$ 3,985.92
See attached documentation		
Totals	\$	\$ 13,472.90
Net Change in Contract Price	\$	\$ 13,472.90

JUSTIFICATION:

Additional bypass pump rental time was needed to coordinate contractor, subcontractors, and District personnel's availability for a multi-day startup of the pumping and control system. Contractor had to rent the bypass pumps for another 4-week period which was beyond his control.

District requested integration of flow meter signal to provide additional pump shutdown control when pumps are operating and there is no flow in the force main. This feature will provide increased reliability of the pump system.

The amount of the Contract will be (increased/Decreased): Dollars \$ 13,472.90

The Contract total, including this and previous Change Orders will be:

Six hundred fifty-one thousand eight hundred forty-nine dollars and sixty-five cents \$651,849.65

The Contract period provided for completion will be (Unchanged)

This document will become a supplement to the Contract and all provisions will apply hereto.

Requested

Recommended

Accepted

X

Jersey Echemann

Belmont Co. Commissioners

(Owner)

9-17-25

(Date)

9-11-25

(Date)

9/9/25

(Date)

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER NO. 3 FROM OHIO-WEST VIRGINIA EXCAVATING CO. FOR THE BLAINE HILL SEWER PROJECT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 3 from Ohio-West Virginia Excavating Company for the Blaine Hill Sewer Project for an additional of \$6,194.18 for a new contract total of \$1,237,399.18, based upon the recommendation of Kelly Porter, Belmont County Water & Sewer District Director.

Note: The additional cost is for the addition of steel bollards to protect the diversion manhole on Pasco Drive and rebuild an existing manhole at Tafflan Tank. This will be paid for from ODOD and STAG funding.

11128

CONTRACT CHANGE ORDER

RECIPIENT Belmont County Commission CHANGE ORDER NBR 3
 CONTRACTOR Ohio-West Virginia Excavating Co. CONTRACT _____
 PROJECT: Blaine Hill Force Replacement DATE 8-27-2025
 Description of Change:
 Installation of steel pipe bollards around the Diversion Manhole \$1,752.51
 Rebuilding existing manhole downstream from Taffan Tank \$4,441.67
 Total \$6,194.18
 See attached documentation

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

RECOMMENDED BY: Jeffrey A. Vaughan DATE: 9-12-25
 (Engineer)
 ACCEPTED BY: Kevin L. Winkler DATE: 9-12-25
 (Contractor)
 X CPD A DATE: 9-17-25
 (Commissioner)
 X Jerry Echemann DATE: 9-17-25
 (Commissioner)
 _____ DATE: _____
 (Commissioner)



Original Contract Amt	1,183,481	00
Previous Changes (+)	47,724	00
This Change (+ / --)	+ 6,194	18
Adjusted Contract Amt	1,237,399	18

Upon roll call the vote was as follows:

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

Mr. Dutton said they are in the process of wrapping up the sewer projects. These projects would not have been possible without federal funds. They will allow for future growth.

IN THE MATTER OF ENTERING INTO A CONTRACT WITH
QUALITY ENVIRONMENTAL SERVICES, INC./WATER & SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a contract with Quality Environmental Services, Inc., on behalf of Belmont County Water and Sewer District, for a one-year term for Operator of Record Services at the Fox Wastewater Treatment Plant, in the monthly amount of \$1,770.00, based upon the recommendation of Kelly Porter, Belmont County Water & Sewer District Director.
Note: The contract will be renewed for one-year terms unless a 45 day written notice is given by either party. This will be paid for with District Revenue Funds.

CONTRACT BETWEEN

BELMONT COUNTY WATER & SEWER DISTRICT
AND
QUALITY ENVIRONMENTAL SERVICES, INC.
FOR

THE CONTRACT OPERATIONS OF THE FOX WWTP

This agreement entered into this 8th day of September 2025 in Belmont County, Ohio, by and between, Belmont County Water & Sewer District- Fox Plant hereinafter called "the System", and Quality Environmental Services, Inc. – Contract Operations Company, hereinafter called "the Operator".

RECITALS:

The System hereby contracts for the services of the Operator to furnish a contract certified operator for the contract operation of its collection and wastewater facilities in accordance with the Ohio Environmental Protection Agency (Ohio EPA) rules and regulations. The Operator's operation of the System's public collection and wastewater treatment system shall be in compliance with all rules covered by Ohio Administrative Code (OAC) Chapter 3745.

THE PARTIES AGREE TO AS FOLLOWS:

SECTION I – SERVICES

The Operator will provide one certified operator with not less than an Ohio Class II Waste Water operator's certification to provide services to the System.

The Operator will spend four hour(s) per day and five days(s) per week physically present at the facility to meet the minimum staffing requirements as required by OAC Rule 3745-7-03 or 3745-7-04. Additionally, the Operator will visit any portion of the collection system five day(s) per week as required by OAC Rule 3745-7-04 (C)(2)(a).

SERVICES PROVIDED BY THE OPERATOR SHALL BE AS FOLLOWS:

1. Visit the Fox Waste Water Plant and check operations at each location as required by OAC Rule 3745-7-03 OR 3745-7-04.
 2. Visit any portion of the collection system as required by OAC Rule 3745-7-04 (C)(2)(a).
 3. Perform the technical operation of the facility.
 4. Be responsible for process adjustments and the proper operation and maintenance of the facility. This shall include routine and preventative maintenance.
 5. Maintain a log book record of all operational activities at the facility in accordance with OAC Rule 3745-7-09.
 6. Perform, observe and log routine and preventative maintenance, in accordance with OAC Rule 3745-7-09, and instruct the System's maintenance personnel on any of the day-to-day checks as needed.
-

- 7. Ensure all necessary laboratory work and process testing is performed by or at the direction of a certified professional operator. The Operator shall be responsible for the required testing, Ohio EPA reporting, and obtaining and maintaining all necessary licenses, certifications and accreditations as may be necessary to operate, maintain and manage the facilities.
- 8. Ensure sampling and testing are performed on time and as required.
- 9. Perform administrative duties when submitting and reporting information required by Ohio EPA.
- 10. Ensure all relevant personnel, including but not limited to the owner and other certified operators associated with a facility, are notified of written correspondence from or to Ohio EPA. Ensure that correspondence from Ohio EPA, including compliance letters, monitoring schedules and relevant permits, are shared between the System, the Operator and any certified operators associated with the facility.
- 11. Be available on a 24-hour on-call basis to give on-site assistance and respond to emergencies within one (1) hour of being notified.
- 12. Ensure the appropriately certified operator of record reviews the completed governmental agency reporting, and then either signs and submits, or has an assigned authorized employee of the Company that signs and submits all necessary governmental agency reporting for the operation of the facilities, which will include monthly and annual requirements. A copy of all reports shall be submitted to the village, city, town, etc. by the Operator.
- 13. Ensure certified operators under employment comply with the responsibilities of a certified operator and provisions of OAC Chapters 3745, 6111, and 6109 and the rules promulgated thereunder.

SECTION II - THE SYSTEM REQUIREMENTS

THE SYSTEM SHALL DO THE FOLLOWING:

- 1. Provide the Operator and its authorized agent(s) access to all property and easements which contain or support the facilities.
 - 2. Designate the Operator as a contact to also receive ALL Ohio EPA correspondence.
 - 3. Ensure all relevant personnel, including but not limited to other certified professional operators associated with a facility, are notified of written correspondence from or to Ohio EPA. Ensure that correspondence from Ohio EPA, including compliance letters, monitoring schedules and relevant permits, are shared between the System, the Operator and any certified operators associated with the facility.
 - 4. Provide the necessary funding for the operation and maintenance of the system to keep the system in compliance as required by Ohio EPA, or any other jurisdictional authority.
 - 5. Provide funding to return the System to compliance pursuant to instructions, recommendations and requirements of the Operator.
 - 6. Pursue the correction of any deficiencies, repairs or replacements of failed or damaged equipment or system components for adequate operation of the System as identified by the Operator, Ohio EPA or any other jurisdictional authority.
-

7. Designate an individual (Manager, Board President, Owner, Maintenance Person, etc.) to approve the expenditure of funds, authorize repairs and receive all communications and correspondence from the Operator.
8. **The System** maintenance personnel may perform duties under the direction of the Operator. Many of the routine duties involved in the operation and maintenance of the system including, but not limited to, tap-in inspections, line cleaning and repairs, equipment maintenance and facility operation.
9. Perform daily visits to the facility on days when the certified operator is not fulfilling the minimum staffing requirements.
10. Ensure an appropriately certified operator is provided when the listed certified operator of record for the facility is unavailable due to vacation, holiday, illness, etc.

SECTION III - FEES

The payment for services rendered in connection with this contract shall be in accordance with the attached Addendum 1 – Schedule of Payment.

SECTION IV – NON-LIABILITY CLAUSE

The System shall be responsible for any loss, charge, claim, cost, or cause of action of any kind that arises from the operation of the system during the term of this agreement, except where such loss, charge, claim, cost, or cause of action is attributable to the Operator, its employees, or officers under applicable law or regulation, regardless of the terms of this agreement.

SECTION V - TERM OF THE CONTRACT

The term of this agreement shall, at the beginning, be for a period of one (1) twelve (12) month period, then the agreement will be renewed for one (1) twelve (12) month period unless either party shall give the other party forty-five (45) days written notice prior to the expiration date of the contract (either original term or renewal) of intent to terminate at the end of the current bi-annual or annual period (either original term or renewal). The term of this agreement at the end of the bi-annual term will renew automatically for additional one-year periods, unless either party shall give the other party forty-five (45) days written notice prior to the expiration date of the renewal contract of intent to terminate at the end of the one year period (either original term or renewal). Both parties shall maintain a copy of the contract for a period of three (3) years after the end date of the contract. Both Parties shall ensure that a copy of the contract is kept onsite at the facility.

SECTION VI - NOTIFICATION OF OHIO EPA

The Operator will provide the Ohio EPA with signed copies of this agreement upon request. **The Operator** will also provide the Ohio EPA with the name, address, phone number and certification of the operator(s) of record in charge of **the System**. **The System** hereby consents to providing this information to the Ohio EPA.

SECTION VII - GOVERNING LAW

This agreement has been executed and will be performed in the State of Ohio, and the laws of that state shall govern its interpretation.

SECTION VII - BINDING ON SUCCESSORS AND ASSIGNS

The terms and provisions of this agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

SECTION VIII - NONASSIGNABILITY

Neither party shall have the right to assign its respective duties and obligations hereunder to any other party without first obtaining the written consent of the other party to this agreement.

SECTION IX - WORKER'S COMPENSATION AND LIABILITY INSURANCE

The Operator will provide the System with proof of Worker's Compensation coverage for any of its qualifying or eligible employees. The Operator also agrees to maintain and provide proof of its liability insurance coverage to the System as such coverage is stated in the attached Certificate of Insurance, in the dollar amounts so stated in said certificate or in such other amounts as may be lawfully required in order for the Operator to fulfill its obligations of this agreement.

SECTION X – NON-SOLICITATION CLAUSE

The system will not solicit, either directly or indirectly, any of Operators, Personnel or Employees to become a full time or part time employee of the System during the term of this Agreement or for a period of one year following the term of this Agreement. Any violation of this section will be deemed a breach of contract for which the Operator will seek damages in the sum of three times the reasonable cost of training Operator's employee.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the date and year first set forth above.

Quality Environmental Services, Inc. – Contract Operations Company

BY:

Name, Title

Date _____

Belmont County Commissioners

BY:

Name, Title

J. P. DUTTON
PRESIDENT

JERRY ELCHMANN
VICE-PRESIDENT

Date _____

9-17. 25

Name, Title

Date _____

9-17-25

Name, Title	Date
OPG00063*FD WWTP	

APPROVED AS TO FORM:

 J. A. King, Assistant Pros. Atty. Gen.
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

WITH COUNTY EMPLOYEE BENEFIT CONSORTIUM OF OHIO, INC. (CEBCO)

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Participation Agreement with County Employee Benefit Consortium of Ohio, Inc. (CEBCO), effective January 1, 2026 through December 31, 2028.

Note: For health and prescription benefits for county employees.

**COUNTY EMPLOYEE BENEFIT CONSORTIUM OF OHIO, INC.
PARTICIPATION AGREEMENT**

This Participation Agreement (the “Agreement”) is made between the **County Employee Benefit Consortium of Ohio, Inc. (“CEBCO”)**, an Ohio corporation not for profit, and **Belmont County, Ohio** (the “Member”), a political subdivision of the State of Ohio. This Agreement shall commence at **12:01 a.m. on the 1st day of January, 2026**, and shall terminate at **11:59 p.m. on the 31st day of December, 2028**.

I. RECITALS

1.1 The purpose of CEBCO is to assist its Members in controlling employee benefit plan costs. CEBCO is not intended to operate as an insurance company but rather is a corporation not for profit through which political subdivisions of the State of Ohio may collectively pool their resources to purchase employee benefit programs.

1.2 The Member is a political subdivision of the State of Ohio as “political subdivision” is defined in Section 9.833 of the Ohio Revised Code and the Member performs certain governmental functions and services as those terms are defined therein.

1.3 The Member desires to contract with CEBCO in order to obtain employee benefit plan coverage and administrative services relating to certain employee benefit plans for its officials, employees, and their eligible dependents.

1.4 The Member acknowledges that this Agreement is a contract with CEBCO and each political subdivision that is a member of CEBCO and that CEBCO may contract with other political subdivisions wishing to participate, at the discretion of CEBCO.

1.5 The Member’s governing body has agreed to the terms and conditions of this Agreement and has acted in due course to authorize the execution of this Agreement and participation in CEBCO.

1.6 This Agreement is made pursuant to the authority granted by Section 9.833 of the Ohio Revised Code.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

“Administration Costs” shall mean all costs of administering CEBCO’s program.

“Benefit Proposal” shall mean the final benefit and rate proposal submitted to the Member each year by CEBCO, to provide medical, dental, prescription drug and/or life insurance coverage.

“Board” shall mean the Board of Directors of CEBCO. Further information on the Board is contained in the CEBCO Code of Regulations.

“Funding Rates” shall mean the Member’s share of the cost of funding, operating and maintaining the CEBCO benefit programs, as further set forth in Article VI of this Agreement. The Funding Rates will be actuarially determined each year and are intended to cover the annual costs of the benefit programs.

“Incurred but not Reported Claims” shall mean claims that have been incurred but not reported to the CEBCO claims administrator or insurer.

“Program Costs” shall mean those costs described in Article VI of this Agreement.

III. CEBCO’S OBLIGATIONS

3.1 Acceptance of Member. Subject to the provisions of this Agreement regarding the Member’s withdrawal or expulsion, CEBCO agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

3.2 Provision of Coverage. CEBCO agrees to provide the coverages shown in the Benefit Proposal, and to set rates annually therefore. Coverage may be provided in whole or in part by administrative agreements, insurance policies or by other appropriate means of providing such coverage.

3.3 Report of Actuary. Within ninety (90) days after the last day of each fiscal year, CEBCO shall obtain and make available to Members a written report by a member of the American Academy of Actuaries concerning the benefit program operated by it. Such report shall certify whether, in the exercise of sound and prudent actuarial judgment, the amounts reserved by CEBCO to cover the potential cost of health care benefits for the officials, employees and eligible dependents of its Members are sufficient for such purpose, are computed in accordance with accepted loss reserving standards, and are fairly stated in accordance with sound loss reserving principles. The report shall also include the aggregate amounts so reserved and aggregate disbursements made from such funds.

3.4 Financial Audit. Within one-hundred fifty (150) days after the last day of each fiscal year, CEBCO shall obtain and make available to Members a written financial audit of CEBCO for the preceding year by an independent certified public accounting firm.

3.5 Reports to Members. CEBCO will provide to each Member an annual summary of the Member’s claims experience and renewal rate calculation. Members will have access to additional reports on a quarterly basis.

3.6 Appeals Process. CEBCO will provide a claims appeals process for the review of denied claims. The CEBCO appeals process will only be available once the vendor/administrator appeals process has been exhausted.

IV. MEMBER’S OBLIGATIONS

4.1 Acceptance of Membership. Subject to the provisions of this Agreement regarding withdrawal or expulsion, the Member agrees to become a member of CEBCO and to remain such for the term of this Agreement, and to perform the duties and obligations set forth below.

4.2 Payments. The Member shall promptly pay all Funding Rates associated with the coverages it elects, as such Funding Rates are set and billed to the Member by CEBCO and as outlined in Section VI of this Agreement. Failure of the Member to pay its Program Costs within ten (10) days of the due date shall be considered a delinquency. In the event of a delinquency, interest at the rate of five percent (5%) per annum may be added to the amount due and owing.

4.3 Collective Bargaining Agreements. This Agreement is not intended to be incorporated into any collective bargaining agreements of the Member. It is the Member’s responsibility to assure that compatible provisions are included in any collective bargaining agreements.

4.4 CEBCO Procedures. Every Member shall furnish all the information which may legally be released and which CEBCO deems necessary and useful for the purposes of this Agreement and shall abide by the procedures adopted for the administration of the coverages shown in the Benefit Proposal and accepted by the Member.

4.5 Insurance and Reinsurance. CEBCO may purchase insurance, stop loss or excess loss coverage, and/or reinsurance, and each Member is subject to the terms and conditions of any such insurance, stop loss or excess loss coverage, or reinsurance.

4.6 Voting Representative. The Member agrees to designate a voting representative and alternate in accordance with CEBCO’s Code of Regulations.

4.7 Cooperation. The Member will cooperate fully with CEBCO in activities relating to the purposes and powers of CEBCO, including allowing the attorneys and others designated by CEBCO to represent any Member in the investigation, settlement, and litigation of any claim made against the Member or CEBCO within the scope of the benefit programs provided by CEBCO.

4.8 Report to CEBCO. The Member agrees to report to CEBCO as soon as reasonably possible, all incidents or occurrences that would reasonably be expected to result in CEBCO being required to consider a claim against the Member, its agents, officers, or employees, within the scope of a Benefit Plan being furnished by CEBCO.

4.9 Withdrawal. The Member’s rights as to withdrawal shall be governed by Article VIII of this Agreement.

4.10 Membership in CCAO. The Member agrees that it will remain a member of the County Commissioners Association of Ohio during the term of this Agreement.

4.11 Administrative and Service Agreements. CEBCO will enter into various administrative and service agreements for the purpose of operating the benefit programs. The Member agrees to be bound by the terms and conditions of such agreements.

V. PROGRAM DESCRIPTION

CEBCO intends to provide medical, dental, prescription drug and life insurance coverages for the officials, employees and dependents of its Members. The medical, dental and prescription drug programs are self-funded programs that are supported by the contributions of the Members. The amounts necessary to fund the benefit programs will be established annually by the Board, with the advice of its insurance and actuarial advisors.

Notwithstanding the above, the Board may modify the program structure from time to time if it determines, in its discretion, that a modification is in the best interests of the program and the Members.

VI. MEMBER CONTRIBUTIONS

6.1 Funding Rates. CEBCO will bill for, and the Member will pay, Funding Rates as set forth in this Section. The Member's share of the cost of funding, operating and maintaining the benefit consortium ("Funding Rates") shall consist of all the following:

- a. its claims fund contribution;
- b. its incurred but not reported claims contribution;
- c. its claims contingency reserve fund contribution; and
- d. its fixed costs.

The Member understands that the cost components set forth in items a. through d. above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance).

The Member further understands that its share of the cost has been computed by CEBCO's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a discriminatory manner.

6.2 Surplus. The Board, in its sole discretion, may apply surplus funds toward the contributions of Members for any subsequent year, return some portion of such surplus, or retain all such funds to create a reserve against future loss and/or to fund any other necessary and proper cost, liability and/or expense of CEBCO. Distribution of any surplus funds may be based on each Member's and the CEBCO's loss experience and such other factors as the Board deems appropriate under the circumstances.

6.3 Deficits. As specified in Section 8.2 of this Agreement, upon Withdrawal Prior to Expiration of Agreement, the Member will be responsible for the payment of any and all deficits that are attributable to the Member during its participation in CEBCO.

6.4 Assessments. The Funding Rates quoted in the Benefit Proposal are projected to cover the annual Member contributions for the quoted benefit period. However, the Board reserves the right to charge an assessment if needed to maintain the financial solvency of CEBCO.

VII. TERM OF AGREEMENT

7.1 Initial Term. The initial term of this Agreement is the period specified in the introductory paragraph of this Agreement. The Member agrees to remain a Member for the entire Initial Term. The Member may then commit to continue participation in three-year cycles. The Member shall remain fully liable and responsible for meeting any and all of its duties, liabilities and responsibilities hereunder, including, but not limited to, the monthly payment of its Funding Rates and the payment of any assessments during any three-year term.

7.2 Notice of Subsequent Terms. No later than thirty (30) days following its receipt of notice from CEBCO that the term of this Agreement is expiring and that the program will be renewed, the Member shall notify the Board in writing whether or not it intends to continue its participation beyond the expiring term.

VIII. WITHDRAWAL AND RE-ENTRY

8.1 Withdrawal Upon Expiration of Agreement. Upon the expiration of this Agreement, the Member may withdraw from any or all of the benefit plans of which it was a participant without penalty. The Member will be responsible for paying the Funding Rates (as defined in Section 6.1 hereof) and assessments, if any, that were applicable during the term of this Agreement. From and after the effective time of withdrawal, neither CEBCO nor its agents shall have any liabilities to the Member to provide employee benefits. No withdrawing Member shall have any rights whatsoever to participate in the distribution of the surplus funds of CEBCO, and shall remain responsible for any assessments made by the Board for any one or more years of the Member's participation in CEBCO.

8.2 Withdrawal Prior To Expiration of Agreement. If the Member withdraws from CEBCO prior to expiration of this Agreement, the Member will be responsible for paying any outstanding Funding Rates (as defined in Section 6.1 hereof) and all assessments made by the Board for any one or more years of the Member's participation in CEBCO. The Member shall also be responsible for paying for the claims and administrative fees associated with the processing of the Incurred But Not Reported Claims after the Member has left CEBCO. The Member will be responsible for the payment of any and all deficits that are attributable to the Member during its participation in CEBCO. The Member will not be entitled to share in any surplus that may have accrued during its participation in CEBCO. The Member will be responsible for an early withdrawal fee of \$2.00 per employee, multiplied by the number of months remaining on this Agreement. CEBCO will process claims for the Member for 180 days following the date of early withdrawal. Payment of Incurred but not Reported Claims, deficits and early withdrawal fee is due 180 days following the Member's date of early withdrawal.

8.3 Re-Entry. A Member which withdraws from CEBCO, whether prior to the expiration date of this Agreement, may be readmitted to membership in CEBCO on or after the third anniversary of its date of withdrawal and with the express approval of the Board. A Member that leaves upon expiration of the agreement may be readmitted to membership in CEBCO without incurring a waiting period.

IX. EXPULSION

9.1 Expulsion. The Member may be expelled from membership in CEBCO, if the Member materially breaches or violates any of the terms of this Agreement or misrepresents itself. Without limiting the generality of the foregoing, the failure of the Member to promptly make payments to CEBCO in complete conformity with the provisions of this Agreement shall be deemed to be a material breach and violation of this Agreement, which warrants expulsion.

9.2 Expulsion Proceedings. Upon a majority vote of the Board, the Board may initiate expulsion proceedings by giving written notice to the Member, which notice outlines the nature of the breach, violation, misrepresentation or failure, along with a reasonable opportunity of not less than thirty (30) days to cure the alleged breach, violation, misrepresentation or failure. If the alleged breach, violation, misrepresentation or failure is not cured, the Member may request a hearing before the Board within fifteen days after the expiration of the time to cure, at which time the Member may present its case. A decision by the Board to expel the Member following such hearing shall be final and shall take effect sixty (60) days after the date of such decision. Upon expulsion, the expelled Member shall be bound by the provisions of Section 8.2 of this Agreement.

X. DISSOLUTION

CEBCO may be dissolved by the written agreement of no less than two thirds (2/3) of all Members. After a vote to dissolve CEBCO, the Board shall complete CEBCO's business as quickly as practicable, but in any event shall complete this process no later than twelve (12) months after the termination date. During such period, CEBCO shall continue to pay all claims and expenses until its funds are exhausted. After payment of all claims and expenses, or upon termination of the aforesaid twelve (12)-month period, any remaining surplus funds held by CEBCO shall be paid to the Members of CEBCO who remain Members as of the termination date. The Board shall determine the manner in which such surplus funds shall be distributed, and shall consider

- a) the percentage relationship which each Member's contributions to CEBCO for the prior three calendar years bears to all Members' contributions to CEBCO for that same time period; and
- b) the loss experience of each Member for the prior three calendar years.

After payment of all claims and expenses, or upon expiration of the aforesaid twelve (12)-month period, any remaining deficits shall be the responsibility of the Members of CEBCO who remained Members as of the date of adoption of the resolution to dissolve. The Board shall determine the manner in which the deficit is allocated to Members, and shall consider among other things each Member's share based on the number of each Member's employees covered for the duration of the program as a proportion of all employees covered for the duration of the program.

Each Member acknowledges that its coverage under this program is self-insured, and therefore it remains responsible for the payment of benefits under the program in the event CEBCO fails to make such payments.

CEBCO may require that the Member provide written documentation satisfactory to the Board, in its sole judgment, that such Member has the requisite capacity and authority, and has obtained all required approvals, to vote on any matter contemplated by this Article X.

CEBCO shall not be responsible for any claims filed after the aforesaid twelve (12)-month period. The Member shall remain obligated to make payments to CEBCO pursuant to Section 6.1 hereof during the aforesaid twelve (12)-month period, for claims and other expenses related to periods prior to the termination date.

XI. MISCELLANEOUS

- 11.1 Amendment. This Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.
- 11.2 Applicable Law. This Agreement is entered into, is executed and is totally performable in the State of Ohio and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Ohio.
- 11.3 Acts of Forbearance. No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement, nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.
- 11.4 Notices. Any notice required to be given or payment required to be made to CEBCO shall be deemed properly sent if addressed to:

CCAO
County Employee Benefit Consortium, Inc.
Attention: Managing Director, CEBCO Health and Wellness Programs
209 East State Street
Columbus, Ohio 43215

and deposited in the United States mail with proper postage.

Any notice required to be given or payment required to be made to the Member shall be deemed properly sent if addressed to:

Belmont County, Ohio
Attention: _____

and deposited in the United States mail with proper postage. If the Member does not designate the person or office which is to receive notices, notices will be sent to the president of the Board of County Commissioners.

Either party may change its address by giving notice to the other party. However, with respect to any notices regarding claims under a Member’s coverages, any particular provisions in the applicable Benefit Plan obtained by the Member prevail and govern the matter of such notices.

- 11.5 Effect of Partial Invalidity; Venue. If any part of this Agreement is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Agreement shall be in Columbus, Franklin County, Ohio.
- 11.6 Exclusive Right to Enforce. CEBCO and the Member have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.
- 11.7 Dispute Resolution. All disputes, differences or questions arising out of or relating to the Agreement (including without limitation those as to validity, interpretation, breach, violation or termination) shall at the written request of either party be determined and settled, if possible, pursuant to the following procedure before proceeding with any action in court. If a claim, dispute, or other matter in question arises out of this Agreement which the parties are unable to resolve through mutual, good faith negotiations, it shall be submitted to mediation by written notice of the party seeking mediation to the other party. The same shall be mediated by a person or persons acceptable to CEBCO and the Member. The mediation shall be held within thirty (30) days of the written notice and the mediation process shall continue until the mediator declares an impasse. Mediating fees shall be shared equally by CEBCO and the Member and any additional participating disputants having a financial interest in the outcome of the dispute. Except for negotiation, attempts to resolve the dispute by mediation must take place prior to any other resolution process. If the claim, dispute, or other matter between the parties to the Agreement cannot be resolved by mediation, the parties may, but shall not be obligated to, agree, in writing, to binding arbitration in accordance with the arbitration rules of the American Arbitration Association then in effect. The legal fees for such arbitration shall be segregated by the arbitrator for each party relating to its respective disputes and claims. If the parties do not agree to arbitration, each party shall be free to pursue such legal remedies as the party believes it is entitled to under the terms of this Agreement.

IN WITNESS WHEREOF, the Member and CEBCO have executed this Agreement as of the date first above written.

COUNTY EMPLOYEE BENEFIT CONSORTIUM OF OHIO, INC.

By: _____
CEBCO Health and Wellness Program
BELMONT COUNTY
J. P. Dutton /s/ _____
Jerry Echemann /s/ _____

APPROVED AS TO FORM:
Jacob Manning /s/ Assistant Pros. Attorney
Prosecuting Attorney
Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE ORDINANCE ADOPTING THE ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR THE VILLAGE OF FAIRVIEW AND DECLARING AN EMERGENCY

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the ordinance adopting an anti-displacement and relocation assistance plan for the Village of Fairview and declaring an emergency.

Note: The Village of Barnesville plans to extend public water service to the Village of Fairview and Belmont County plans to seek funding from the Ohio Department of Development for the Barnesville North Waterline Extension Project.



Residential Anti-Displacement and Relocation Assistance Plan

General Information: An Anti-Displacement and Relocation Assistance Plan is required by all grantees prior to funding, whether or not demolition activities are planned. This plan must be updated every five (5) years. If you have not previously adopted a plan, utilize this format at a minimum to adopt a plan. If you have previously adopted a plan, you may submit an executed copy of that plan in lieu of completing this form (if your activities include demolition or conversion, you will need to get clearance from the Office of Community Development (OCD) prior to proceeding with any demolition or conversion.) Attach requested information from this form to your Plan.

Ordinance number: N/A Date of Ordinance: 9-17-2025

BELMONT COUNTY will replace all occupied and vacant-occupiable low-to-moderate-income (LMI) dwelling units demolished or converted to a use other than LMI housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in 24 CFR 570.488. HUD regulation have extended this requirement to the HOME program as well. All replacement housing will be provided within three years of beginning the demolition or rehabilitation related to conversion. Before obligating or expending funds that will directly result in demolition or conversion, the community will make public and submit to OCD the following information in writing:

- 1. A description of the proposed activity;
- 2. The location of each site on a map and the number of dwelling units by bedroom size that will be demolished or converted to a use other than as LMI dwelling units as a direct result of the activities;
- 3. A time schedule for the demolition or conversion commencement and completion;
- 4. The general location on a map and approximate number of dwelling units by bedroom size that will be provided as replacement dwelling units;
- 5. The funding source and a time schedule for providing replacement dwelling units;
- 6. An explanation of how the replacement dwelling unit will remain a LMI unit for at least 10 years from the date of initial occupancy;
- 7. An analysis determining whether a dwelling unit proposed to be demolished is occupiable or not; and
- 8. An analysis determining whether a dwelling unit proposed to be demolished or converted is considered a LMI unit.

BELMONT COUNTY will provide relocation assistance, as described in 24 CFR 570.488, to each LMI household displaced by housing demolition or conversion of a LMI dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives under the Act, the Community agrees to provide substantial levels of assistance to individuals displaced by HUD-assisted programs and will further seek to minimize displacing individuals as a result of assisted activities.

NPA
Signature of Chief Elected Official

J. P. DUTTON
Name of Chief Elected Official

BELMONT COUNTY
COMMISSION PRESIDENT
Title of Chief Elected Official

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION APPROVING THE RESOLUTION OUTLINING REQUIREMENTS FOR OHIO’S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SMALL CITIES PROGRAM CITIZEN’S PARTICIPATION PLAN

Motion made by Mr. Echemann, seconded by Mr. Dutton to adopt the resolution and approve Commission President J. P. Dutton to sign the resolution outlining requirements for Ohio’s Community Development Block Grant (CDBG) Small Cities Program Citizen’s Participation Plan.

Resolution

Belmont County supports the passage of this resolution outlining requirements for Ohio’s Community Development Block Grant (CDBG) Small Cities Program. The County agrees the purpose of citizen participation is to assure that the CDBG program addresses the needs of those whom it is primarily intended to benefit, namely: low – and moderate- income persons. Failure to seek and consider citizen input is a violation of the CDBG program regulations and can result in citizen complaints and charges that national program objectives are not being met.

Belmont County adopts the following citizen participation plan:

- 1. Belmont County provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income, who are residents of slum and blight areas, and of areas in which section 106 funds are proposed to be used, and in the case of a grantee described in section 106 (a), provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction.
- 2. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee’s proposed usage of funds, as required by regulations of the Secretary, and relating to the actual funds under this title.
- 3. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee.
- 4. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped.
- 5. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable: and
- 6. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where s significant number of non-English speaking residents can be reasonably expected to participate. This paragraph may not be construed to restrict the responsibility or authority of the grantee for the development and execution of its community development program.

Approved: J. P. Dutton /s/

J. P. Dutton, President of Board of Belmont County Commissioners

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY TO SUBMIT APPLICATION FOR CDBG-RESIDENTIAL PUBLIC INFRASTRUCTURE GRANT FUNDING FROM THE OHIO DEVELOPMENT SERVICES AGENCY, ON BEHALF OF THE VILLAGE OF BARNESVILLE

Motion made by Mr. Echemann, seconded by Mr. Dutton to adopt the resolution and approve Commission President J. P. Dutton to sign the resolution authorizing the Board of County Commissioners of Belmont County to submit an application for CDBG-Residential Public Infrastructure Grant Funding from the Ohio Development Services Agency, on behalf of the Village of Barnesville.

A RESOLUTION AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY TO SUBMIT AN APPLICATION FOR CDBG- RESIDENTIAL PUBLIC INFRASTRUCTURE GRANT FUNDING FROM THE OHIO DEVELOPMENT SERVICES AGENCY, ON BEHALF OF THE VILLAGE OF BARNESVILLE

WHEREAS, the Village of Barnesville, Belmont County, Ohio, plans to construct waterline extension to serve the Village of Fairview, Guernsey County, Ohio, and the unincorporated areas of Belmont County, and Belmont County plans to provide financing for the unincorporated areas of Belmont County portion of the project; and

WHEREAS, the Village Council of Barnesville has authorized preparation of construction plans and will be requesting funding assistance from the Ohio EPA WSRLA, H2Ohio, Appalachian Regional Commission. The Village of Fairview will seek funding from CDBG RPIG for the Village of Fairview to be served by the proposed project; and

WHEREAS, the Board of County Commissioners seeks funding assistance for the waterline extension project through the HUD-CDBG RPIG application requires that Public Meeting be held on the application in order that interested people have an opportunity to express their view and comment on the application.

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

That Belmont County intends to make an application for a HUD-CDBG Residential Public Infrastructure Grant Program, and that Public Meetings be held June 6, 2025 and June 17, 2025, to provide information on the CDBG grant programs and on the proposed CDBG-RPIG application at the location and time stated in the attached Notices of Public Meeting #1 and #2, attached and made part of this resolution.

Approved: J. P. Dutton /s/

J. P. Dutton, President of Board of Belmont County Commissioners

Upon roll call the vote was as follows:

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

Mr. Dutton said this project is similar to the Otto Scales Road project. The Fairview and Hendrysburg areas do not have reliable water service. Belmont County is working with Guernsey County, the Village of Barnesville, the Village of Fairview and Kirkwood Township. If this funding is received it would help with the tap fees. Funding has been secured from outside funding for the project. Mr. Echemann noted the Village of Barnesville will own the lines.

Engineer’s Project 25-10 BEL-CR56-9.98/11.20, BEL-CR42-1.55 Slide Repair

Mr. Dutton said one bid was received before the 10:30 deadline. Dan Boltz, Belmont County Assistant Engineer, said this is for work caused by the 2024 rain event.

IN THE MATTER OF BID OPENING FOR ENGINEER’S PROJECT 25-10 BEL-CR56-9.98/11.20 & BEL-CR42-1.55 SLIDE REPAIR

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Engineers Project 25-10 BEL-CR56-9.98/11.20, BEL-CR42-1.55 Slide Repair they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
OH-WV Excavating PO Box 128 Powhatan Point, OH 43942	X	\$473,136.50

Engineers Estimate: \$500,000.00
Present: Dan Boltz, Belmont County Assistant Engineer
Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the Belmont County Engineer’s Project 25-10 BEL-CR56-9.98/11.20 (Mt. Victory Road), BEL-CR42-1.55 Slide Repair (Fulton Hill Road) to Belmont County Engineer Terry Lively for review and recommendation.
Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, asked for comments on the efficiency of the Tourism Council. Mr. Dutton said they are doing a fantastic job. He said they are now working on the Underground Railroad Museum project which received a \$3.9 million grant through the Appalachian Community Grant Program.

RECESS

BUDGET HEARINGS-Present: Jody Thomas, Fiscal Clerk
2026 budget requests were reviewed. Mr. Dutton said the sales tax revenue was up a little for the first half of the year compared to 2024. He said the budget for 2025 was flat-lined except for the Auditor’s office which took a 6% reduction and the Commissioners’ office which took an 12% reduction.

911-Present: Bryan Minder, Director
\$1,724,840 requested for 2026. Mr. Minder said the biggest increase was for salaries. It is a contract year so the exact figure is unknown. He estimated a 5% increase. An additional \$1,500 was added for supplies. Next Gen 911 is bringing in a little more money. They need to have two separate fiber connection lines for it. The Next Gen funds will cover most of the costs.

RECESS

TREASURER-Present: Kathy Kelich, Treasurer
\$477,277 requested for 2026. Ms. Kelich said they are going to have some shortfalls for 2025. Mr. Dutton said to wait closer to end of year to see what is needed.

RECESS

VETERANS-Present: Cindy Maupin, Executive Director and Board Members Bob Wallace and Mick Zingo
\$1,329,500 requested for 2026. Ms. Maupin said she is still not getting the information needed on the amount of the .5 millage of property tax that comes to the Veterans from the Auditor’s office in a timely manner. This information is needed for a report that is turned in to the state. She did a public records request last year to get the information. Ms. Maupin figured it out herself for this year after emailing the Auditor’s office and not getting any help. They are also having a problem getting bills paid on time and having late charges which Ms. Maupin is paying out-of-pocket. Auditor Cindi Henry was called to join the meeting to discuss these issues. Ms. Henry said to email her office with information needed. Ms. Maupin said she tried that and was told to figure it out herself. Mr. Wallace told Ms. Henry their bills are not being paid in a timely manner and they are getting late fees. Ms. Henry said they had two employees leave and have new staff, other departments are also having the same issue. She said when her office gets the new software system all bills will be paid by ACH. Ms. Henry said USPS is late delivering the mail. She said not to pay the late fees out-of-pocket, put them through and they will get paid. Mr. Wallace noted Veterans transport over 1,000 individuals for medical appointments yearly and have a dental program for veterans. He added they are a good steward of county dollars and are only one of two county agencies that return more of their budget.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:54 P.M
Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Hannah Warrington, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 2:19 P.M.
Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 2:19 p.m.
Upon roll call the vote was as follows:

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

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

IN THE MATTER OF HIRING ZOIE ZIELINSKI,
FULL-TIME DEPUTY CLERK/EASTERN DIVISIONAL COURT
Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Zoie Zielenski, full-time Deputy Clerk at the Belmont County Eastern Divisional Court, effective September 22, 2025.
Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING KRISTEN TIGER,
FULL-TIME LPN/JAIL
Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Kristen Tiger, full-time LPN at the Belmont County Jail, effective September 19, 2025.
Upon roll call the vote was as follows:

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

IN THE MATTER OF AMENDING MOTION OF AUGUST 27, 2025,
APPROVING THE TRANSFER OF JACLYNN SMOLENAK FROM FULL-TIME
FISCAL CLERK FOR THE BELMONT COUNTY COMMISSIONERS
TO FULL-TIME BUSINESS SERVICE MANAGER AT BELMONT
COUNTY WATER AND SEWER DISTRICT ADDING PAY SCALE 9 AND STEP 1

Motion made by Mr. Dutton, seconded by Mr. Echemann to amend the motion of August 27, 2025, approving the transfer of Jaclynn Smolenak, Full time Fiscal Clerk for the Belmont County Commissioners to full-time Business Service Manager at Belmont County Water and Sewer District, effective September 8, 2025 to be under Pay scale 9, step 1.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PAY SCALE MOVE OF 911 IT
FROM PAY GRADE 7 TO PAY GRADE 10

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the pay scale move of 911 IT from pay grade 7 to pay grade 10, effective September 22, 2025.

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:27 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 2:27 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 24th day of September, 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