

St. Clairsville, Ohio

December 17, 2025

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

**MEETINGS ARE NOW BEING RECORDED**  
**ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS**  
**PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.**

**IN THE MATTER OF APPROVING RECAPITULATION**  
**OF VOUCHERS FOR THE VARIOUS FUNDS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue her warrant on the County Treasurer in payment of the bills allowed:

**IN THE TOTAL AMOUNT OF \$1,718,534.34**

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

| FROM  | TO   | AMOUNT      |
|---|--|-------------|
| E-0010-A001-B01.001 Salary Official               | E-0011-A001-B09.003 PERS                   | \$41.00     |
| E-0011-A001-B02.002 Salary Employee               | E-0011-A001-B09.003 PERS                   | \$2,892.00  |
| E-0011-A001-B05.012 Computer                      | E-0011-A001-B09.003 PERS                   | \$2,143.06  |
| E-0111-A001-E02.002 Salary Employee               | E-0100-A001-E01.001 Salary Official        | \$2,684.00  |
| E-0111-A001-E02.002 Salaries                      | E-0100-A001-E09.003 PERS                   | \$11,621.37 |
| E-0131-A006-A02.002 Salaries-Administration       | E-0131-A006-A03.002 Salaries-Jail          | \$85,885.32 |
| E-0131-A006-A03.010 Supplies                      | E-0131-A006-A03.003 Salaries-Jail          | \$15,368.42 |
| E-0131-A006-A05.002 Maintenance Salary-Sheriff    | E-0131-A006-A03.004 Salaries-Jail          | \$7.60      |
| E-0131-A006-A06.011 Contracts-Services            | E-0131-A006-A03.004 Salaries-Jail          | \$2,500.00  |
| E-0131-A006-A07.000 Training School               | E-0131-A006-A03.004 Salaries-Jail          | \$56,160.53 |
| E-0131-A006-A08.000 Food                          | E-0131-A006-A03.004 Salaries-Jail          | \$84,586.38 |
| E-0131-A006-A09.000 Medical Expenses              | E-0131-A006-A03.008 Salaries-Jail          | \$30,107.03 |
| E-0131-A006-A09.000 Medical Expenses              | E-0131-A006-A04.002 Salaries-Road Deputies | \$62,048.53 |
| E-0131-A006-A10.000 Transport of Prisoners        | E-0131-A006-A04.003 Salaries-Road Deputies | \$17,094.75 |
| E-0131-A006-A12.000 Travel                        | E-0131-A006-A04.003 Salaries-Road Deputies | \$5,602.12  |
| E-0131-A006-A16.000 Other Expenses                | E-0131-A006-A04.003 Salaries-Road Deputies | \$14,382.50 |
| E-0131-A006-A17.012 Cruisers                      | E-0131-A006-A04.003 Salaries-Road Deputies | \$27,572.90 |
| E-0131-A006-A18.000 Radios                        | E-0131-A006-A04.003 Salaries-Road Deputies | \$2,822.29  |
| E-0131-A006-A18.000 Radios                        | E-0131-A006-A13.003 PERS/SPRS              | \$4,157.82  |
| E-0131-A006-A19.000 Clothing                      | E-0131-A006-A13.003 PERS/SPRS              | \$4,986.28  |
| E-0131-A006-A21.000 Sheriff's-Towing and Storage  | E-0131-A006-A13.003 PERS/SPRS              | \$5,425.00  |
| E-0131-A006-A25.000 Contract-Housing of Prisoners | E-0131-A006-A13.003 PERS/SPRS              | \$5,930.00  |
| E-0131-A006-A33.012 Equipment                     | E-0131-A006-A13.003 PERS/SPRS              | \$20,002.46 |
| E-0131-A006-A33.012 Equipment                     | E-0131-A006-A13.003 PERS/SPRS              | \$401.96    |

**S30 OAKVIEW JUV REHABILITATION**

| FROM                              | TO                           | AMOUNT      |
|-----------------------------------|------------------------------|-------------|
| E-8010-S030-S40.000 Grant Holding | E-8010-S030-S51.002 Salaries | \$75,000.00 |

**S33 DISTRICT DETENTION HOME**

| FROM                                | TO                               | AMOUNT      |
|-------------------------------------|----------------------------------|-------------|
| E-0910-S033-S47.006 Hospitalization | E-0910-S033-S33.002 Salaries     | \$50,000.00 |
| E-0910-S033-S44.003 PERS            | E-0910-S033-S33.002 Salaries     | \$20,000.00 |
| E-0910-S033-S44.003 PERS            | E-0910-S033-S45.004 Workers Comp | \$5,000.00  |

**S77 COMM-BASED CORRECTIONS ACT GRANT**

| FROM                                | TO                           | AMOUNT     |
|-------------------------------------|------------------------------|------------|
| E-1520-S077-S04.006 Hospitalization | E-1520-S077-S01.002 Salaries | \$1,668.04 |
| E-1520-S077-S05.004 Workers Comp    | E-1520-S077-S01.002 Salaries | \$834.63   |

**Y91 EMPLOYER'S SHARE HOLDING ACCOUNT**

| FROM                               | TO                           | AMOUNT   |
|------------------------------------|------------------------------|----------|
| E-9891-Y91-Y01.006 Hospitalization | E-9891-Y091-Y12.000 HAS Fund | \$263.51 |

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following certification date:

**\*DECEMBER 16, 2025\***

**A00 GENERAL FUND**

|                     |                 |             |
|---------------------|-----------------|-------------|
| E-0131-A006-A24.000 | E-SORN          | \$590.00    |
| E-0131-A006-A20.000 | False Alarms    | \$50.00     |
| E-0131-A006-A09.000 | Medical         | \$5,799.04  |
| E-0131-A006-A32.000 | Warrant Fee     | \$557.00    |
| E-0131-A006-A28.000 | Shop with a Cop | \$4,391.00  |
| E-0131-A006-A17.010 | Cruisers        | \$10,772.55 |

|                                    |                |              |
|------------------------------------|----------------|--------------|
| E-0131-A006-A26.00                 | K-9            | \$1,200.00   |
| <b>M75 PLACEMENT II</b>            | Other Expenses | \$188.44     |
| E-0400-M075-M01.000                | Other Expenses | \$4,276.46   |
| <b>M78 TITLE IV-E REIMB</b>        | Transfers Out  | \$699,738.51 |
| E-0400-M078-M05.000                | Commissary     | \$10,172.08  |
| <b>P05 WATER WORKS FUND</b>        | Jail Equipment | \$7,507.50   |
| E-3702-P005-P34.074                | Food           | \$6,252.11   |
| <b>S00 COMMISSARY FUND/SHERIFF</b> | Activity Fund  | \$661.27     |

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

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

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

**DJFS-** Jeff Felton to Coshocton, OH, on January 16, April 7, April 17, July 17 and October 16, 2026, to attend the PSCAO meetings. Jeff Felton to Lewis Center, OH, on March 5-6, June 25-26, December 2-4 and December 9-11, 2026, to attend the PSCAO and ECODA meetings. Jeff Felton to Columbus, OH, on January 7-8, February 11-12, April 8-9, May 10-13, June 10-11, July 8-9, September 9-11, October 7-8, November 11-12, 2026, to attend the OJFSDA meetings. Jeff Felton to Cambridge, OH, on March 3, June 2, September 1 and December 1, 2026, to attend the ECODA meetings. Jeff Felton to Dublin, OH, on March 11-13, 2026, to attend the OJFSDA meeting. Jeff Felton to Wooster, OH, on July 7, 2026, to attend the ECODA meeting. Jeff Felton to Zanesville, OH, on November 3, 2026, to attend the ECODA meeting. Jeff Felton to Millersburg, OH, on October 6, 2026, to attend the ECODA meeting. Jeff Felton to Carrollton, OH, on August 4, 2026, to attend the ECODA meeting. Estimated expenses: \$13,890.76.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of December 10, 2025.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

Mr. Dutton made the following announcement:

The Belmont County Board of Commissioners is accepting applications to fill a position on the Belmont County Transportation Improvement District. Interested parties can contact the Commissioners' office at [\(740\) 699-2155](tel:(740)699-2155) to request an application. Applications will be accepted through December 26, 2025.

#### IN THE MATTER OF NOTICE OF BOARD'S REORGANIZATION MEETING

Motion made by Mr. Dutton, seconded by Mr. Echemann to hold the Board's annual **Reorganization Meeting** on Monday, January 12, 2026, at **8:45 a.m.** pursuant to Ohio Revised Code Section 305.05 and to notify the media of the same.

*Note: The Board will also hold their regular meeting on Wednesday, January 14 at 10:00 a.m.*

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

#### IN THE MATTER OF ADVERTISING FOR THE PROVISION OF HOMEMAKER AND PERSONAL CARE SERVICES TO SENIOR CITIZENS OF BELMONT COUNTY

Motion made by Mr. Dutton, seconded by Mr. Echemann to advertise for bids for the provision of homemaker and personal care services to senior citizens of Belmont County.

#### **LEGAL NOTICE OF HOMEMAKER/PERSONAL CARE PURCHASE SENIOR SERVICES OF BELMONT COUNTY PROGRAMS**

The Belmont County Board of Commissioners is taking bids through 11:00 a.m. January 14, 2026 from companies or organizations that are interested in providing homemaker and personal care services to senior citizens of Belmont County. \$500 bid bond or certified check required. The Invitation to Bid (ITB) with instructions and conditions for bidding is currently available from the Commissioners' Office, 101 West Main Street, St. Clairsville, Ohio 43950 or at Senior Services of Belmont County, 67650 Oakview Drive, St. Clairsville, Ohio 43950. The bids must be received by the Commissioners' Office in a sealed bid envelope on or before 11:00 a.m. January 14, 2026 by mail, courier, delivery service, or personal delivery, and bids will be opened at the Commissioners' Office at 11:00 a.m., January 14, 2026.

Bidders must bid a per hour price, be willing and able to provide services 7 days a week, for the number of hours requested by the Commissioners, and comply with all applicable state, local and federal laws and regulations, including Title III, OOA 1965. Interested bidders will bid on the specifications contained in the ITB. The County is interested in contracting for the one-year period March 1, 2026 through February 28, 2027, with the County's option to renew or extend the contract for an additional one (1) year.

The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid; provided that the number of successful bidders selected will be based on the number needed by the Commissioners to sufficiently meet the needs of clients. The Commissioners do not make any guarantee as to volume of services for the Bidder(s) selected for contract award. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

By order of the Board of Commissioners of Belmont County, Ohio

Bonnie Zuzak /s/

Bonnie Zuzak, Clerk of the Board

Times Leader Advertisement: Monday December 22, 2025 and Monday, December 29, 2025.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

**IN THE MATTER OF ENTERING INTO A COMMERCIAL LEASE  
AGREEMENT BY AND BETWEEN CHARLES DEFILLIPPO DBA ZEL  
PROPERTIES, LLC AND BELMONT COUNTY COMMISSIONERS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a commercial lease agreement by and between Charles Defillippo dba Zel Properties, LLC, and Belmont County Commissioners, effective January 1, 2026 through December 31, 2026, for Suites 207 & 208 at 100 West Main Street, St. Clairsville, Ohio, for use by the State Auditor's office.



**COMMERCIAL LEASE AGREEMENT**

THIS COMMERCIAL LEASE AGREEMENT is made and entered into effect this 16th day of December 2025 by and between Charles Defillippo dba Zel Properties, LLC, with a mailing address of 100 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as "Landlord," and Belmont County Commissioners, hereinafter referred to as "Tenant."

WHEREAS, the parties enter into a Commercial Lease Agreement under which Tenant leases suite 207 & 208 commercial office space in the premises leased hereunder on the property located at 100 West Main Street, St. Clairsville, Ohio 43950

**LEASED PREMISES**

The leased premises shall consist of being Suites 207 & 208 at 100 West Main Street, being a portion of that certain building located at 100 West Main Street, St. Clairsville, Ohio 43950 and associated common property including parking located in the rear of the building. The parties agree and acknowledge that the square footage figure stipulated herein is a general figure which shall serve as the square footage of the leased premises regardless of any actual measurements of the interior space of the leased premises and regardless of any permitted alterations which the Tenant may make to the interior of the leased premises. The rentable square feet shall be used for all other purposes under this Lease. The leased premises shall enjoy the right to use the parking lot and other common areas of the Building in common with other tenants in the Building, which common areas shall be deemed appurtenances to the leased premises, but such spaces shall not be deemed part of the "leased premises" hereunder in order that the respective obligations (repairs, maintenance, insurance, etc.) of the parties as to the "leased premises" shall not be confused.

**TENANT IMPROVEMENTS**

Landlord shall perform no Tenant Improvements without written permission from the Landlord. The lease premises shall be delivered in the condition as agreed upon in the agreement. An inspection will be completed at the time of lease signing.

**COMMENCEMENT; TERM OF LEASE; OPTION TO RENEW**

The initial term of this Lease shall be for a period of ONE YEAR commencing on January 01, 2026 and expiring on December 31, 2026 Lessee shall be entitled to possession and occupancy of the leased premises on NA provided that this Lease Agreement has been executed by all parties and that the payment of the first months rental rate for all units and the Security Deposit has been made by Tenant. Acceptance of possession of the leased premises by Tenant shall be construed as recognition that the leased premises are satisfactory to Tenant and fit for Tenant's intended use.

At the end of the ONE YEAR ( December 31, 2026 ) lease term this agreement will automatically rollover to a MONTH TO MONTH leasing term until the parties come to an agreement on a new term.

### **RENT**

Tenant shall pay base rent in the monthly sum of \$500 per month. Rent shall commence on January 01 2026 and shall be payable in advance on the FIRST DAY of each and every month over the Lease Term and any Renewal Term as applicable. Rent shall be payable to Zel Properties, LLC and can be accepted at 100 West Main Street, St. Clairsville, Ohio 43950. There will be a late fee of \$35 on the 6<sup>th</sup> day of the month for each late rent payment.

### **EXPENSES INCLUDED/EXCLUDED IN RENT**

Expenses included in rent is common area maintenance which includes the restroom(s), stairs, halls, entryway as well as snow removal in the winter and lawn/property care in the summer/spring. Utilities ARE included and are the water, sewage, garbage, electric and gas. Tenant acknowledges that Landlord shall manage the building and property generally with respect to common area maintenance and repair issues, insurance and common utility issues, etc and shall have sole authority in this regard, with such authority to be exercised in Landlords reasonable discretion.

### **SECURITY DEPOSIT**

A Security Deposit of \$500 will be paid by the Tenant upon the Commencement Date and held by the Landlord at all times while this Lease is in effect. The Security Deposit shall be held by Landlord without liability for interest and as security for the full and timely performance by Tenant of Tenants covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure or limitation of Landlords damages in case of default by Tenant. Unless otherwise provided by mandatory law or regulation, Landlord may co-mingle the Security Deposit with Landlords other funds.

If the leased premises are in substantially as good a condition, reasonable and normal wear and tear excepted, as exists upon the commencement of this tenancy, and Tenant is not in default under any other provisions of this Lease and is current in all payments owed to Landlord, the entire Security Deposit, or balance thereof after any such application to cure any default, shall be returned without interest to Tenant within a reasonable time after the expiration of termination of this Lease. (SEE INSPECTION FORM)

### **USE**

Tenant agrees to use the leased premises for general professional purposes relating to Tenants business described as Belmont County Annual GAAP Conversion & Financial Audit. Any other use requires the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. In this connection, Tenant covenants and warrants unto Landlord that Tenant has all applicable governmental licenses for the conduct of such business, and that Tenant will not use the premises for any illegal or unlawful purpose or purposes, nor for any purpose or purposes which may unreasonably affect the general public's or building occupants health, safety and welfare or the welfare of the leased premises, nor for an purpose which will increase risks covered by insurance on the premises and result in increase of the rate of insurance or cancellation of any insurance policy. Tenant specifically acknowledges and agrees that Tenant shall be responsible for taking such steps as are necessary to insure that the walls, flooring and ceiling of the leased premises are adequately protected from any moisture or water damage as might result from Tenants operations in the leased premises, including making such alterations or installing certain coverings or coatings on walls, floors, and or ceilings as will protect same, subject to Landlords prior approval.

#### **PARKING**

Tenant acknowledges that the parking lot in the rear of the building is for the joint use by all of the tenants in the building and their guests and invitees and that there are no designated or reserved parking spaces. Tenant also acknowledges that there is street parking available; however, there are parking hours that are mandated by the city for those parking spaces.

Tenant acknowledges that snow removal activities during the winter may cause an accumulation of plowed snow in one or more areas of the parking lot which may reduce the amount of parking available to the buildings tenants and their guests and invitees.

#### **COMPLIANCE WITH PUBLIC AUTHORITIES**

Tenant agrees, at Tenants cost, to comply with all applicable municipal, County, State, and Federal laws and regulations now in force or which may hereafter be enforced concerning Tenants particular use of the leased premises. It is understood, however, that the Landlord is responsible for building modifications required by governmental agencies to ensure that the leased premises are in compliance with the ADA and its regulations as of the Lease Commencement Date. If any alteration to the leases premises desired by the building comply with any law or regulation from which the building is otherwise exempted or grandfathered, in the Landlord shall have the discretion to refuse Tenants desired alteration.

#### **TENANTS ALTERATIONS**

Tenant shall be responsible for the interior improvements of the leased premises after occupancy by Tenant, and except for the installation and location of signs, equipment, counters and other removable trade fixtures, and except as herein mentioned, Tenant shall neither make any alteration nor addition to the leased premises, nor make any agreement or contract therefore, without first obtaining Landlords prior written consent, said consent shall not be unreasonably withheld or delayed, and which consent may be conditioned upon the Tenants removal of such fixtures and restoration of the leased premises to their original condition at Tenants sole expense at the termination of tenancy. Tenant shall request in writing Landlords permission for such work, and such request must include a reasonably detailed written description of the scope of the desired work, plus plans and schematics if available. Tenant shall be responsible for obtaining and shall obtain all required building permits for such work, and shall provide a copy of same to Landlord at the conclusion of such work, Landlord shall have the right to inspect same, and Tenant shall provide "as-built" drawings and plans to Landlord reflecting the changes made.

All alterations, additions or improvements made by Tenant to or upon the leased premises (except signs, equipment, counters, other removable trade fixtures, interior decorations which shall remain the property of Tenant and are removable by them) shall at once, when made or installed, be deemed to have attached to the freehold as permanent fixtures and shall become Landlords property. Tenant shall not make any roof/wall holes or penetrations to the outside without written permission from the Landlord. Subsequent water damage to any part of the building caused by a roof or wall penetration (approved or not) will be the responsibility of the Tenant.

At the termination of the lease, and with notice, Tenant shall immediately remove all its personal property and removable trade fixtures. If Tenant fails to do so, Landlord may, with notice, remove and store the same at Tenants expense. Tenant will promptly reimburse Landlord for the expense to such removal and storage, upon receiving Landlords statement. If tenant fails to pay for such expense within thirty (30) days of receiving Landlords statement therefore, Landlord may sell Tenants property to pay such expenses and other amounts owing to Landlord by Tenant.

It is further agreed that anything remaining upon or removed from the leased premises thirty (30) days after the termination of this lease shall become the property of Landlord, at Landlord's option, subject to the rights reserved to Landlord in the Lease herein before set forth.

**SIGNS**

Landlord and Tenant shall mutually agree upon the design and location of Tenant's exterior sign. The sign shall be of professional quality and of similar quality and size as the signs of the other tenants in the building and shall comply with all applicable state, county or local laws, city ordinances and zoning. The design of the sign shall be submitted to Landlord prior to the placement and installation for Landlord's approval and such approval shall not be unreasonably withheld or delayed.

A handwritten signature, possibly 'John', is enclosed in a small circle and placed on a curved line that starts from the left edge of the page and slopes down and to the right.

**UTILITIES**

Utilities at 100, suites 207/208 West Main Street are:  
St. Clairsville Municipality J&J Refuse

Electric Garbage Removal  
Water  
Sewage

Columbia Gas

Landlord is responsible for all utility expenses

*Rev*

**INSURANCE**

(a) Liability Insurance. Tenant shall carry, maintain, and deposit proof with Landlord of general liability insurance or self-insurance in the amount of at least PROOF NOT REQUIRED, INSURANCE REQUIRED ~~combined single limit coverage of~~ bodily injury, property damage, or some combination thereof, for damages caused or occurring on or about the leased premises or caused by Tenant, its agents, employees, or business invitees. Tenant shall, at least annually, furnish Landlord with certificates or other documentation evidencing such insurance.

**Public Liability, Fire, and Casualty Insurance.** Landlord shall maintain fire and standard casualty insurance upon the building, including the leased premises and General Liability Insurance on the common areas outside the leased premises and such expense shall be part of the common Triple Net Expenses.

(c) **Tenant's Personal Property.** Tenant shall be responsible for maintaining its own insurance upon its own personal property, inventory, equipment, leasehold improvements, and trade fixtures owned or claimed by it in an amount to be determined by Tenant. Landlord shall not be required or obligated to maintain any insurance against loss to Tenant's personal property by fire, theft, or other casualty.

**14. WAIVER OF SUBROGATION**

Notwithstanding anything herein to the contrary, Landlord hereby releases Tenant, and Tenant hereby releases Landlord and their respective officers, agents and employees, from any and all claims or demands for damages, loss, expense, or injury to the leased premises, or to the furnishings, fixtures, equipment or inventory or other property of either Landlord or Tenant in, about or upon the leased premises, as the case may be, caused by or resulting from perils, events or happenings which are covered by the insurance carried by the respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent and amount permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby, or the expense of such insurance is not thereby increased and further provided that such waiver shall be effective only to the extent of insurance proceeds actually received.

**CONDITION OF LEASED PREMISES**

Upon taking possession of the leased premises on the Occupancy Date, Tenant shall inspect the premises with the Landlord or manager. A list of items will be used to determine the condition of the premises. The tenant has 15 days to report any findings not discovered upon original inspection made the day possession is taken. The tenant must report the items in writing. The Landlord will promptly make note of or repair the items in a timely fashion as needed.

Items not listed on the original inspection report that are found upon the move-out inspection will be the responsibility of the Tenant financially for repairs.

Items promised as condition of Lease Agreement: Paint Interior Walls, Clean Carpets, Repair Ceiling Tiles

If Tenant does not give Landlord notice of any such defects within said fifteen (15) day period, Tenant shall have been deemed to acknowledge receipt of the leased premises in good condition and repair and in all respects satisfactory and acceptable to Tenant.

Further, at all times during the term of this tenancy, Tenant shall immediately notify Landlord of any subsequent damages, defects or conditions occurring upon the leased premises which may, if continued, further damage the leased premises (such as water leaks, plumbing or electrical problems, heating failures, and the like).

## **TENANT'S POSSESSION; LANDLORD'S RIGHT TO INSPECT**

Landlord covenants with Tenant that upon paying the rent and performing the terms, covenants and agreements in this Lease set forth, Tenant shall, at all times during the term or any extension of the term hereof, be entitled peacefully and quietly to have, hold, and enjoy the leased premises.

Tenant agrees to allow Landlord, or its agents, reasonable access at reasonable times to show the premises to prospective buyers or lenders at any time during the term hereof; or to prospective successor tenants if Tenant's lease will be expiring within six (6) months. Further, Landlord and its agents shall have the right to reasonable access to the leased premises at reasonable times upon no less than twenty-four hours prior notice to ascertain whether the leased premises are in good repair and or to make such repairs or maintenance which Landlord may be required to make or feel desirable. The requirement of advance notice shall not apply in situations deemed to be an emergency by the Landlord (fire, water leaks, or other situations which may affect or endanger the building or its tenants, etc.).

## **REPAIR AND MAINTENANCE**

The Landlord is responsible for repairs and maintenance concerning issues not caused by the Tenant, such as HVAC, plumbing, water, electrical. Landlord is responsible for the replacement of light bulbs to existing light fixtures.

The Landlord is responsible for all structural and exterior defects not caused by tenants.

Landlord is responsible for snow and ice removal to building entrance, parking and walkways.

MAINTENANCE CONTACT IS LURAN WILLIAMS 740-839-9169  
PROPERTY MANAGER LURAN WILLIAMS 740-839-9169

Service orders or requests may also be submitted to:  
100 West Main Street  
Suite 202  
St. Clairsville, Ohio 43950  
Telephone: 740-449-2454  
Email: zelproperties2019@gmail.com

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CLEANLINESS AND WASTE

Tenant shall keep the leased premises, inside and outside, in a neat, clean, and sanitary condition, free from waste and other debris. Receptacles are provided for trash and any other garbage from tenant must be used accordingly. Tenant shall not place trash or cardboard outside the receptacles. Tenant shall not allow any hazardous substances to be deposited or remain in or about the leased premises. Tenant shall store all items pertaining to its business operations inside the leased premises and not in common parking or walk areas. Tenant shall not allow hazardous or legally prohibited liquids or solids to be placed in the sewer system or in the grounds in the area of the leased premises. At the termination of this Lease, Tenant shall clean and repair any and all soiling and/or damages to the leased premises, including marks, scratches, holes, dirt, and grease, and damages to the walls, floors, floor coverings, ceilings, and fixtures, normal wear and tear excepted.

It is a general management policy of the Landlord that pets are not allowed in the building or on the premises, with the exception of bona fide service animals and other animals specifically approved by Landlord

Cigarette or cigar smoking is not allowed at any time in the building and is only permitted outside the building at a distance of at least 30 feet from doorways or windows. All cigarettes and cigars must be extinguished and disposed of properly and safely. Littering the premises is not permitted.

LIENS

Tenant shall not permit any lien to be attached to the leased premises by reason of any act or omission on its part and agrees to save and hold Landlord harmless from or against such lien or claim of lien.

If any lien does attach and any claim of lien is made and shall not be released within fifteen (15) days after notice from Landlord to Tenant to release the same, Landlord, at its option, may pay and discharge the same. In this case, the amount paid by Landlord shall be added to and become part of the next succeeding installment of rent, shall be deemed rent payable hereunder, and shall bear interest at the rate of twelve percent (12%) from the date advanced by Landlord until paid; provided, however, if Tenant desires in good faith to contest the validity of any such lien, it may do so and in such event Landlord shall not discharge the lien and assess additional rent until the validity of the lien is legally established. However, if Landlord's mortgagor legally

requires and demands that the lien be released or paid, Tenant shall, upon demand, cause the lien to be released by furnishing bond or otherwise.

**DEFAULT**

Occurrence of one or more of the following events shall constitute an event of default by Tenant:

(a) If Tenant shall fail or neglect to pay the rent when due, or shall fail to pay any other money required to be paid by Tenant, and such default(s) shall continue for a period of ten (10) days following written notice, delivered by Landlord to Tenant, advising of the default and demanding a cure of same; or,

(b) If Tenant shall default in the performance of any other obligation or duty of Tenant under this Lease, or if Tenant shall commit waste or allow a nuisance to exist on the leased premises, and such default shall continue for a period of thirty (30) days following written notice given after such default, unless within said thirty (30) days Tenant shall cure such default, or if such default cannot be cured within thirty (30) days, Tenant shall, within said thirty (30) day period, commence to cure such default and shall thereafter continue to use reasonable due diligence in the curing thereof, provided that as to any event of default which is not ongoing and not capable of cure by the Tenant, no such notice and cure period shall be applicable.

If an event of default occurs which remains uncured after any applicable notice and cure period, or which is not capable of cure, then Landlord, upon further written notice to Tenant, shall have the right to pursue any one or more of the following remedies, consistent with and subject to applicable law, at Landlord's discretion and election:

(a) Landlord shall have the immediate right to terminate and cancel Tenant's rights under this lease and re-enter, recover, and resume possession of the leased premises, or

(b) Landlord may continue to assert the validity of the Lease, take possession of the leased premises, pursuant to applicable law, (including unlawful detainer or action for possession), and re-let the leased premises, or any part thereof, for such term or terms, (which may be for a term extending beyond the term of this Lease), at such rent and upon such terms and conditions as Landlord may, in its sole discretion, deem advisable, provided Landlord agrees to proceed in a commercially reasonable manner in re-letting the leased premises. Upon such re-letting, Tenant shall immediately be liable to pay Landlord the reasonable costs and expenses of such re-letting, (including reasonable agents' or brokers' commissions and attorney's fees for the new lease), the reasonable costs and expenses of any alterations or repairs resulting from Tenant's use and reasonably required to be made to the leased premises to make it rentable, and shall be liable to pay to Landlord the amount, if any, by which the rental required to be paid by Tenant in this Lease for the period of such re-letting, (up to, but not beyond, the term of this Lease), exceeds the amount agreed to be paid by the new Tenant as rent for the leased

premises for such period of re-letting. If Landlord cannot re-let the leased premises for the entire balance of Tenant's term, Tenant shall be liable to pay Landlord for the balance of the rental required by this Lease at the time that such payments become due. No such termination, unlawful detainer action, re-entry, or taking of possession of the leased premises by Landlord shall be construed as an election on their part to terminate Tenant's other obligations under this Lease unless a written notice of such intention is given to Tenant; and or

(c) Landlord shall have recourse to any other remedy provided at law or in equity.

In the event of any termination of this Lease and upon the expiration of the term thereof, Tenant shall yield up quiet, immediate, and peaceful possession to Landlord.

Tenant recognizes and agrees that the obligation to pay rent and all other payments as are required to be paid by Tenant hereunder is independent of all other covenants and agreements herein contained. If Landlord shall commence any proceeding for nonpayment of any rent to which Landlord may be entitled or for breach of this Lease or for termination of this Lease by reason of Tenant's failure to timely cure a default, Tenant agrees that if Tenant does not pay the rent due hereunder during the pendency of the action or deposit the same with the Court, the Court shall immediately return possession of the leased premises to Landlord to enable Landlord to immediately rent the leased premises to third parties.

Landlord's failure to perform or observe any or its obligations under this Lease shall constitute a default by Landlord under this Lease only if such failure shall continue for a period of thirty (30) days (or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure) after Landlord receives written notice from Tenant specifying the default. The notice shall give in reasonable detail the nature and extent of the failure and shall identify the Lease provision(s) containing the obligations(s). If Landlord shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Tenant may pursue any remedies available to it under law and this Lease, provided that Tenant's obligation to pay Rent during any such cure period shall not be excused, tolled, or suspended in any way, such obligation to pay Rent being an independent covenant of Tenant hereunder, in recognition that Landlord must receive timely payments of Rent in order to operate the building. In the event of any failure, refusal or neglect on the part of the Landlord to cure or correct any defect or deficiency within a reasonable time frame, depending on the nature of the defect or deficiency, and for which the Landlord had received notice, Tenant may, but is not obligated to, cure or correct such deficiency or defect and seek recourse as against the Landlord for the recovery of any such sums expended. In no event, however, may Tenant offset, reduce, or deduct from the successive monthly rent any amounts expended by the

Tenant to correct or cure such defect of deficiency. Tenant's obligation to pay Rent hereunder is an independent covenant. Notwithstanding the foregoing, if Landlord's default continues beyond the thirty (30) day cure period described above, then Tenant, at Tenant's option, may elect to terminate this Lease by giving written notice thereof to Landlord, such termination to be effective immediately upon Tenant's notice to Landlord. In the event of such termination, Tenant's obligations hereunder shall cease.

**SUSPENSION OF LEASE IN CASE OF CASUALTY DAMAGE OR PUBLIC AUTHORITY**

Landlord and Tenant agree that if, during the term of this Lease the leased premises shall be injured or destroyed by fire or other casualty or condemned or rendered untenantable by public authority, so as to render the leased premises unfit for occupancy, to such an extent that the leased premises cannot be repaired or replaced with reasonable diligence within ninety (90) days from the happening of such injury or act, then either Landlord or Tenant may terminate this Lease as of the date of such damage or act by written notice delivered to the other within fifteen (15) days from the occurrence. Tenant shall immediately surrender the leased premises and all interest therein to Landlord and Tenant shall pay rent only to the time of the said damage or act.

If the leased premises can be restored within ninety (90) days from the happening of the damage or act and if Landlord, within fifteen (15) days from occurrence, elects, in writing, to repair and restore the leased premises within the said ninety days from the happening of the damage or act, then this Lease shall not end or terminate on account of such injury or act. However, the rent and Triple Net Expenses shall not run or accrue after injury and during the process of repairs, except only that Tenant shall, during such time, pay a prorated portion of such rent and Triple Net Expenses apportioned to that portion of the leased premises which are in condition for occupancy and can be effectively used or may actually be occupied by Tenant during such repairing periods.

If, however, the leased premises shall be damaged, but Tenant can use the leased premises to their fullest extent, then Landlord shall repair the same with reasonable promptness. In this case, the rent shall not cease or be abated during such repairing. All equipment, appliances, fixtures, improvements or betterments placed by Tenant on the leased premises, which shall be damaged or destroyed in any of the events aforementioned shall be repaired and replaced by Tenant at its own expense and not at the expense of Landlord.

Except as otherwise herein set forth, Landlord shall not be held to account for any damages to Tenant attributable to fire, acts of God or any failure or defect in the leased premises not reasonably attributable to the intentional or negligent acts or omissions of Landlord or its agents and employees; provided, however, Tenant shall promptly report any failure or defect to Landlord who shall repair or correct such defects with reasonable diligence.

fw

#### SUBORDINATION

Notwithstanding anything herein to the contrary, Tenant agrees this Lease is and shall be subordinate to any mortgage, trust indenture, or other instrument of security which shall have been or shall be placed against the land and buildings of which the leased premises forms a part; and said subordination is hereby made effective without any further act by Tenant. Tenant agrees that at any time, or from time to time, upon request by Landlord, it will execute and deliver any instruments, releases, estoppel certificates, or other documents that may be required in connection with the subjecting and subordinating of this Lease to the lien of any of said mortgages, trust indentures or other instruments of security, or as may be required by Landlord in connection with a sale of the building. If there is more than one instrument, release, estoppel certificate, or other such document requested in any given Lease Year, and if legal fees are involved on the part of the Tenant to review such documents, the Landlord will reimburse Tenant for its reasonable legal fees to the extent such are reasonable and standard fees for such review.

#### NOTICE

Any notice required to be given by one party, to the other shall be in writing and must be personally served upon a party or served by registered or certified mail, postage prepaid, through the United States Postal Service, and addressed to the respective parties at the following addresses:

**LANDLORD:** Charles Defilippo dba Zel Properties, LLC  
100 West Main Street, Suite 202  
St. Clairsville, Ohio 43950  
Phone: 740-449-2454

**TENANT:** Belmont County Commissioners  
101 West Main Street  
St. Clairsville, Ohio 43950

Either party may change the above addresses by giving written notice to the other party of such change. If a party's address is changed without such written notice, notice may be addressed to a party's last known address. Notice given in accordance with this provision shall be deemed effective on the earlier of (i) actual receipt, or (ii) three calendar days from the date of mailing.



WAIVER.

No waiver of any breach of any agreement, term, covenant, or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of the same or any other agreement, term, condition, or covenant.

ASSIGNABILITY AND SUBLÉASING

Tenant shall not have the right to sublease or assign all or any portion of the leased premises during the Lease Term, without Landlord's prior written approval, which shall not be unreasonably withheld or delayed. Any such approved assignment or sublease shall be with recourse to Tenant.

SUCCESSORS AND ASSIGNS

Subject to the provisions of the preceding Paragraph, entitled "Assignability and Subleasing", this Lease shall be binding upon and inure to the benefit of the respective parties, their successors and permitted assigns.

ALL AGREEMENTS CONTAINED HEREIN

This Lease along with the Exhibits attached hereto, contains all of the agreements of the parties relating to the subject matter; and it supersedes and cancels all prior written or oral agreements between them with reference to the subject real property and premises, including all improvements thereon.

TIME

It is mutually agreed by and between the parties that TIME IS OF THE ESSENCE OF THIS LEASE AGREEMENT, AND OF EACH AND EVERY PROVISION HEREIN.

HEADINGS

The headings and titles of sections and paragraphs of this Lease are inserted merely for convenience and are not to be used in the constructions thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

LANDLORD:

Zel Properties, LLC

Date: 12/18/25

By: Luran I Williams

Luran I Williams

TENANT:

J. P. DUTTON

Name

12/17/25

Date

J. P. Dutton

Signature

JERRY ECHEMANN

Name

12/17/25

Date

Jerry Echemann

Signature

VINCE GIANANGELI

Name

12/17/25

Date

Vince Gianangeli

Signature

APPROVED AS TO FORM:

Prosecuting Attorney

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

Mr. Dutton said the county is required to provide office space for the State Auditor.

IN THE MATTER OF APPROVING THE AGREEMENT FOR

**RELEASE OF ELECTRONIC DATA BETWEEN KLEINFELDER AND  
BELMONT COUNTY WATER & SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Agreement for Release of Electronic Data between Kleinfelder and Belmont County Water & Sewer District for electronic mapping files for the USDA projects.

**ELECTRONIC DATA RELEASE**

This Agreement for Release of Electronic Data ("Agreement") is entered into this 25<sup>th</sup> day of November 2025, between Kleinfelder ("Company") and Belmont County Water & Sewer District ("Receiving Party").

Belmont County ("Client") has requested that Company deliver to Receiving Party certain computer aided drafting files and other electronic data (collectively, "Electronic Data") identified below relating to 0310170000 Belmont County Water Treatment ("Project") for use by Receiving Party.

**ELECTRONIC DATA: [PLEASE SEE ATTACHED LISTS]**

In consideration of the release of the Electronic Data, Company and Receiving Party agree as follows:

1. The Electronic Data is provided to the Receiving Party solely as a convenience and only for use on the Project.
2. Receiving Party shall not transfer the Electronic Data to any other individual or entity without Company's prior written authorization nor shall Receiving Party use the Electronic Data on any project other than the Project. Any such unauthorized use or reuse will be at the user's sole risk and without liability or legal exposure to Company.
3. The official contract documents are those hard-copy documents produced by Company that bear the Company's signature and/or seal. The Electronic Data is not to be construed or interpreted by Receiving Party or any others as a contract document, construction document or other form of official Project record. Differences may exist between the Electronic Data and the corresponding hard-copy contract documents. If a conflict arises between the signed and sealed hard-copy documents and the Electronic Data, the signed and sealed documents shall govern. Receiving Party is responsible for determining if any conflict exists.
4. Receiving Party agrees that the delivery of the Electronic Data does not constitute a sale or transfer of ownership. Ownership of the Electronic Data and any intellectual property rights inherent therein are retained by Company and/or the Client. Receiving Party shall have no ownership rights in the Electronic Data.
5. Use of the Electronic Data does not relieve Receiving Party of its duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm, and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate Receiving Party's work with that of other contractors on the Project.
6. Receiving Party agrees to accept the Electronic Data in the format provided. Receiving Party agrees that Company cannot be held responsible for problems arising from files which have been converted for use in non-native applications (e.g., Revit design files to MicroStation). Delivery of the Electronic Data does not include or imply any right or

license to use any software required to access or read the Electronic Data. Receiving Party is responsible for obtaining any required software.

7. Company accepts no responsibility or liability for software errors, transmission errors, or compatibility issues associated with the use of the Electronic Data. Further, Receiving Party is advised to check all Electronic Data for computer viruses or other malicious software ("Malware") before opening any files and is responsible for identifying and disabling Malware, if any, that may be inadvertently transmitted. Receiving Party agrees that in connection with the release of Electronic Data, Company has no liability for damages arising from the inadvertent transmission of Malware.
8. By accepting or using the Electronic Data, Receiving Party assumes all risks and agrees to waive all claims against Company associated with the Electronic Data, including any use, reuse, reliance, alteration, modification, or transfer of the Electronic Data.
9. Notwithstanding Company's agreement to provide the Electronic Data pursuant to this Agreement, nothing shall be construed to create contractual privity or benefit between Receiving Party and Company, except as is necessary for Company to enforce the terms and conditions of this Agreement.
10. Documents prepared by Receiving Party based on the Electronic Data shall not state or imply that such documents were prepared or reviewed by Company and any reference to Company shall be removed from any drawings or electronic files prepared by the Receiving Party.

**IN WITNESS WHEREOF**, Company and Receiving Party have caused this Agreement to be executed on the date first written above.

**Company:** KLEINFELDER

**Signature:** Bennett J. Norley

**Name/Title:** Bennett Norley, Department Manager

**Receiving Party:** BELMONT COUNTY COMMISSIONERS

**Signature:** J.P. DUTTON PRESIDENT JERRY ECHEMANN VICE-PRESIDENT VINCE GIANANGELI MEMBER

**APPROVED AS TO FORM:**

  
PROSECUTOR ATTORNEY

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Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

**IN THE MATTER OF APPROVING PAY REQUEST NUMBER 6 (9/29/2025 TO 12/10/2025) FROM  
OHIO-WEST VIRGINIA EXCAVATING CO. FOR THE BLAINE HILL GRAVITY FORCE MAIN IMPROVEMENTS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Request Number 6 (9/29/2025 to 12/10/2025) from Ohio-West Virginia Excavating Co., in the amount of \$98,226.48 for the Blaine Hill Gravity Force Main Improvements, based upon the recommendation of Water & Sewer District Director Kelly Porter.

*Note: The project will be paid from ODOD and STAG funding.*

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FROM OHIO-WEST VIRGINIA**

**EXCAVATING CO. FOR ENGINEER'S PROJECT 25-10 BEL-CR56-9.98/11.20, BEL-CR 42-1.55 SLIDE REPAIR**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 1 from Ohio-West Virginia Excavating Co., for Belmont County Engineer's Project 25-10 BEL-CR56-9.98/11.20 (Mt. Victory Rd.), BEL-CR42-1.55 (Fulton Hill Rd.) Slide Repair for an decrease of \$7,198.00, for a new contract total of \$465,938.50 based upon the recommendation of Terry Lively, Belmont County Engineer.

*Note: This change order is for additional quantities and non-performed quantities.*

**CHANGE ORDER NO. 1**

**SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS  
BELMONT COUNTY ENGINEER'S  
PROJECT #25-10: BEL-CR56-9.98/11.20, BEL-CR42-1.55 SLIDE REPAIR  
OEMA SDRP Apr 2024**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 17th day of December, 2025 between **OHIO - WEST VIRGINIA EXCAVATING CO.**, P.O. Box 128, Powhatan Point, OH 43942 and J.P. Dutton, Jerry Echemann, and Vince Gianangeli, Commissioners of Belmont County, WITNESSETH that said **OHIO - WEST VIRGINIA EXCAVATING CO.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to repair roadway embankment failures along CR56 (Mt. Victory Road) and CR42 (Fulton Hill Road) and all related Work described by the Contract Documents.

**CHANGE ORDER NO. 1  
\* ADDITIONAL QUANTITIES \***

| PW NO. | APPROXIMATE QUANTITY | ITEM   | UNIT PRICE | TOTAL AMOUNT         |
|--------|----------------------|--|------------|----------------------|
| PW92   | 350 FT               | STEEL PILES, MISC.: HP14X73, FURNISHED, AS PER PLAN                        | \$77.00    | \$26,950.00          |
| PW92   | 50 FT                | DRILLED SHAFTS, MISC.: D.S. 30" DIAMETER INTO & ABOVE BEDROCK, AS PER PLAN | \$96.00    | \$4,800.00           |
|        |                      | <b>TOTAL ADDITIONS</b>   |            | <b>+ \$31,750.00</b> |

**\* NON-PERFORMED QUANTITIES \***

| PW NO. | APPROXIMATE QUANTITY | ITEM  | UNIT PRICE | TOTAL AMOUNT         |
|--------|----------------------|---|------------|----------------------|
| PW92   | 41 SY                | PAVEMENT REMOVED, ASPHALT                           | \$20.00    | - \$820.00           |
| PW92   | 97 SY                | SUBGRADE COMPACTION                                 | \$5.00     | - \$485.00           |
| PW92   | 5.4 CY               | ASPHALT CONCRETE BASE, PG64-22 (449)                | \$325.00   | - \$1,755.00         |
| PW92   | 4.4 CY               | AGGREGATE BASE, AS PER PLAN                         | \$170.00   | - \$748.00           |
| PW92   | 300 FT               | STEEL PILES, MISC.: HP14X73, FURNISHED, AS PER PLAN | \$72.00    | - \$21,600.00        |
| PW90   | 94 SY                | PAVEMENT REMOVED, ASPHALT                           | \$15.00    | - \$1,410.00         |
| PW90   | 153 SY               | SUBGRADE COMPACTION                                 | \$5.00     | - \$765.00           |
| PW90   | 6.1 CY               | ASPHALT CONCRETE BASE, PG64-22 (449)                | \$300.00   | - \$1,830.00         |
| PW90   | 41 CY                | AGGREGATE BASE, AS PER PLAN                         | \$190.00   | - \$7,790.00         |
| PW108  | 8 SY                 | PAVEMENT REMOVED, ASPHALT                           | \$40.00    | - \$320.00           |
| PW108  | 30 SY                | SUBGRADE COMPACTION                                 | \$10.00    | - \$300.00           |
| PW108  | 5 CY                 | AGGREGATE BASE, AS PER PLAN                         | \$225.00   | - \$1,125.00         |
|        |                      | <b>TOTAL DEDUCTIONS</b>                             |            | <b>- \$38,948.00</b> |

|   |                     |
|---|---------------------|
| <b>TOTAL AMOUNT OF CHANGE ORDER NO. 1</b> | <b>- \$7,198.00</b> |
|---|---------------------|

**Reason for contract – Additional Soldier Pile on CR56-9.98 Site (PW92) and as-built quantities.**

**SUMMARY**

|  |  |                     |
|--|--|---------------------|
| <b>ORIGINAL CONTRACT</b>                       |  | <b>\$473,136.50</b> |
| <b>CHANGE ORDER NO. 1</b>                      |  | <b>- \$7,198.00</b> |
| <b>TOTAL WORK INCLUDING CHANGE ORDER NO. 1</b> |  | <b>\$465,938.50</b> |

**BELMONT COUNTY COMMISSIONERS**

J. P. Dutton /s/

Jerry Echemann /s/

Vince Gianangeli /s/

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 | Yes |

**OHIO – WEST VIRGINIA EXCAVATING CO.**

By: Ian Baker /s/

Ian Baker

Print/Type Signature

Project Manager

Title

**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE BELMONT COUNTY BOARD OF COMMISSIONERS, ON BEHALF  
OF THE BELMONT COUNTY SHERIFF AND HEARTLAND BEHAVIORAL HEALTHCARE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the Memorandum of Understanding between the Belmont County Board of Commissioners, on behalf of the Belmont County Sheriff, and Heartland Behavioral Healthcare owned and operated by the Ohio Department of Behavioral Healthcare, for the purpose to support incarcerated individuals who have been court ordered for inpatient competency evaluation and restoration.

*Note: The MOU will allow Heartland Behavioral Health to treat inmates at the jail. There is no cost to the county for the service.*

**Memorandum of Understanding between the  
Belmont County Board of Commissioners  
and the Ohio Department of Behavioral Health**

**Heartland Behavioral Healthcare**

**This Memorandum of Understanding** (this “MOU”) is entered into by and between the Belmont County Board of Commissioners (hereinafter referred to as “County”), on behalf of the Belmont County Sheriff, and Heartland Behavioral Healthcare owned and operated by the Ohio Department of Behavioral Health (hereinafter referred to as “HBH”) for the purpose to support incarcerated individuals as more fully set forth below.

- I. **Purpose:** The purpose of this MOU is to support incarcerated individuals who have been court-ordered for inpatient competency evaluation and restoration for which a bed is not yet available at HBH, individuals returning from HBH after receiving restoration services, and/or individuals ordered to HBH from a court and are awaiting admission. **This MOU is not intended to replace or lessen the role or the responsibilities of the County or its contractors with respect to the County's responsibilities to incarcerated individuals, including but not limited to, the County's responsibility to provide mental health care to incarcerated individuals.**
- II. **Intent:** The intent of this MOU is to:
  - a. Develop and implement a collaborative model to effectively and efficiently manage the forensic waitlist for evaluation and restoration services at HBH.
  - b. Provide for a continuum of support for incarcerated individuals who have been court-ordered to undergo inpatient competency evaluation and/or restoration, or other forensic treatment, in order to provide recovery supports and minimize or ameliorate the stress of incarceration, to the extent possible.
  - c. Where appropriate, initiate competency restoration education in alignment with best practices in order to decrease the individual's restoration time required at HBH.
  - d. **At no time will HBH or HBH staff be providing mental health care services to incarcerated individuals as part of the services provided under this MOU.**
- III. **Target Population.** Adults 18 years of age and older, or any juvenile bound over to adult court that are: (a) awaiting a competency restoration evaluation; (b) awaiting competency restoration services; (c) returning from HBH after receiving restoration services; or (d) ordered to HBH from a court and are awaiting admission.
- IV. **Responsibilities:**
  - a. HBH has the following responsibilities:
    - i. Provide staff from HBH, or staff from a contracted partner (hereinafter referred to as “HBH staff”) to meet with incarcerated individuals from the identified target population to provide the following services:
      1. Determine current mental state and stability;
      2. Review mental health needs, including but not limited to, medication compliance and referrals to other County based services;
      3. Encourage receptivity to mental health services offered by County or its contractors;
      4. Assess current acuity to inform/triage waitlist as beds become available at HBH;
      5. Assess for change in stabilization and communicate with County and applicable court system regarding readiness for either an updated competency evaluation or consideration for outpatient competency restoration based upon exploration of community supports;
      6. Evaluate for the viability of jail-based competency restoration education sessions and provide such sessions where warranted; and
      7. Perform liaison services, if reasonable to do so, with County in order to facilitate treatment needs.
    - ii. Communicate and coordinate with County as it relates to the services provided under this MOU; and
  - b. County has the following responsibilities:
    - i. Retains the right to mandate any and all necessary clearances for HBH staff before providing services under this MOU;
    - Provide a safe working environment/workspace that is conducive for HBH staff to perform the services under this MOU;
    - ii. Provide appropriate correctional staff assistance and monitoring for HBH staff when HBH staff is meeting with a potentially agitated or violent individual and/or who may pose an imminent harm to self or others;
    - iii. Educate HBH staff on County operations, policies, and procedures including but not limited to, lockdown procedures, restricted personal items, dress code, safety and security precautions, and expectations of non-custody staff;
    - iv. Inform County staff regarding the presence and purpose of HBH staff;
    - v. Communicate and coordinate with HBH as it relates to the services provided under this MOU; and
  - Communicate with HBH in a prompt manner any concerns about the provision of services provided under this MOU.
- V. **Confidentiality and Privacy:** Subject to the limitations imposed by 42 CFR Part, 45 CFR § 160 and 164; 45 CFR § 1340 and 2151.421 of the Ohio Revised Code, the parties agree to share only the information necessary to carry out the services herein and agree to comply with all applicable state and federal patient privacy and substance abuse treatment confidentiality and privacy laws.
- VI. **Duration and Termination:** This MOU may be terminated by either party with prior written notice to the other party. Amendments to this MOU are effective upon the written consent signed by all parties. This MOU becomes effective upon the latest date set forth on the signature line below and will remain in effect until terminated.

[Signatures contained on following page.]

In witness whereof, the parties have caused this MOU to be executed by their authorized representatives.

**BELMONT COUNTY COMMISSIONERS:**

**HBH:**

By: J. P. Dutton /s/

J. P. Dutton, President

By: Jerry Echemann /s/

Jerry Echemann

By: Vince Gianangeli /s/

Vince Gianangeli

Date: 12/17/25

By: \_\_\_\_\_

Andrea Bucci, CEO

Heartland Behavioral Healthcare

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

By: James Zusack /s/

James G. Zusack

Belmont County Sheriff

Date: 12/15/25

Kent Hess, DBH Chief of Hospital Services

Ohio Department of Behavioral Health

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: T. J. Schultz /s/

T. J. Schultz, Jr., Belmont County  
Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

**IN THE MATTER OF APPROVING TO SUBMIT THE 2026  
SERC (STATE EMERGENCY RESPONSE COMMISSION)  
GRANT APPLICATION ON BEHALF OF BELMONT COUNTY L.E.P.C.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commissioner Vince Gianangeli to sign and submit the 2026 SERC (State Emergency Response Commission) grant application on behalf of the Belmont County L.E.P.C. (Local Emergency Planning Committee).

*Note: The total L.E.P.C. Planning budget request is \$107,000. The L.E.P.C. will be using the grant funds to train responders, do community outreach and purchase equipment to assist with hazardous substances response.*

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

**IN THE MATTER OF MEETING CHANGE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following changes to the Board's regular meeting schedule and to notify the media, elected officials and department heads of the same:

- No meeting will be held the week of December 21, 2025, due to the Christmas holiday.
- Tuesday, December 30, 2025 at 1:00 p.m. instead of Wednesday, December 31, 2025, due to the New Year's holiday.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

Mr. Dutton noted they are required by Ohio Revised Code to hold 50 meetings per year.

**OPEN PUBLIC FORUM**-Karen Fatula, River News, inquired if the CodeRED system is fully operational. Mr. Dutton said, "It is operational for all of us. There was some patching in terms of temporary fixes as we worked through a few things, but the system is functioning." Ms. Fatula asked about back-up plans. Mr. Dutton said, "We don't want to see what happened happen again. These are the same challenges that other counties have had with similar technology, and we want to make sure the system continues to provide critical information to our residents effectively and efficiently." Mr. Dutton said the county plans to maintain the contract with OnSolve which is the company that operates CodeRED. Ms. Fatula asked if residents should be concerned about signing up for CodeRED due to the security breach. Mr. Dutton said that's everyone else's own personal decision.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:37 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Attorney Brian Butcher (via phone), pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation of a public employee and ORC 121.22(G)(4) Collective Bargaining Exception.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

T.J. Schultz, Assistant Prosecuting Attorney present. Joe Vavra, Assistant Prosecuting Attorney joined at 10:48 a.m.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:52 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:52 a.m.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:52 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Assistant Prosecutor T. J. Schultz, pursuant to ORC 121.22 (G)(3) Court Action Exception to consider pending and imminent court action.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

Joe Vavra, Assistant Prosecuting Attorney was present until 11:06 a.m.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:17 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:17 a.m.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:03 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 and compensation of public employees and ORC 121.22(G)(4) Collective Bargaining Exception.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:58 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 1:58 p.m.  
Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

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

**IN THE MATTER OF APPROVING THE PROMOTION OF COLIN SMIGLE,  
FULL-TIME TEMPORARY MAINTENANCE/HOUSEKEEPING  
TO FULL-TIME MAINTENANCE/HOUSEKEEPING**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the promotion of Collin Smigle, full-time temporary Maintenance/Housekeeping to full-time Maintenance/Housekeeping at Belmont County Building and Grounds, effective December 30, 2025.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

**IN THE MATTER OF HIRING JESSICA SINK,  
FULL-TIME RECEPTIONIST/SHELTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Jessica Sinn, full-time Receptionist at the Belmont County Animal Shelter, effective December 18, 2025.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF  
JOCELYN FULKS, FULL-TIME DEPUTY CLERK/EASTERN DIVISIONAL COURTS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the resignation of Jocelyn Fulks, full-time Deputy Clerk at Belmont County Eastern Divisional Courts, effective January 8, 2026.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF  
NIKOLAS SCHRAMM, PART-TIME RECORDS ASSISTANT/RECORDS CENTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the resignation of Nikolas Schramm, part-time Records Assistant at Belmont County Records Center, effective December 12, 2025.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

**IN THE MATTER OF ADOPTING THE RESOLUTION APPROVING THE TENTATIVE AGREEMENT AND  
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BELMONT COUNTY BOARD OF COMMISSIONERS  
AND BELMONT COUNTY 911 DISPATCHERS AND THE FRATERNAL ORDER OF POLICE OHIO LABOR COUNCIL, INC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution approving the tentative agreement and collective bargaining agreement between the Belmont County Board of Commissioners and Belmont County 911 Dispatchers and The Fraternal Order of Police, Ohio Labor Council, Inc.

RESOLUTION APPROVING TENTATIVE AGREEMENT  
AND  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
BELMONT COUNTY BOARD OF COMMISSIONERS  
AND  
BELMONT COUNTY 911 DISPATCHERS  
AND  
THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

BY THE BOARD:

WHEREAS, Ohio Revised Code Chapter 4117 establishes collective bargaining procedures for public employers and public employees; and

WHEREAS, pursuant to the provisions of Ohio Revised Code Chapter 4117, it is the desire of this Board that the tentative collective bargaining agreement reached by the parties in successor negotiations referenced above is approved by the legislative body.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that the tentative collective bargaining agreement reached by the parties in the successor agreement referenced above is hereby deemed approved by the legislative body; and

BE IT FURTHER RESOLVED that the Board's authorized representative(s) are authorized to execute the referenced collective bargaining agreement on behalf of the Employer.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Belmont County, Ohio, this 17th day of December, 2025.

Upon roll call the vote was as follows

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

*Note: Full contract available in the Belmont County Commissioners' Office.*

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF  
JOSETTE BOSTON, LACEY DOBSON & SPENCER ECHEMANN,  
TEMPORARY EMPLOYEES AT BELMONT COUNTY DEPARTMENT  
OF JOB AND FAMILY SERVICES**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the resignation of the following temporary employees at Belmont County Department of Job and Family Services, effective December 31, 2025;

- Josette Boston
- Lacey Dobson

- Spencer Echemann

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

**RECESS**

**Reconvened Thursday, December 18, 2025 at 11:14 with all present.**

Mr. Dutton said there was one motion to be considered from the December 17<sup>th</sup> executive session with Attorney Brian Butcher.

**IN THE MATTER OF ADOPTING THE RESOLUTION APPROVING THE TENTATIVE AGREEMENT AND COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BELMONT COUNTY SHERIFF AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution approving the tentative agreement and collective bargaining agreement between the Belmont County Sheriff and The Fraternal Order of Police, Ohio Labor Council, Inc.

**RESOLUTION APPROVING TENTATIVE AGREEMENT  
AND  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE BELMONT COUNTY SHERIFF  
AND  
THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.**

**BY THE BOARD:**

WHEREAS, Ohio Revised Code Chapter 4117 establishes collective bargaining procedures for public employers and public employees; and

WHEREAS, pursuant to the provisions of Ohio Revised Code Chapter 4117, it is the desire of this Board that the tentative collective bargaining agreement reached in SERB Case No(s). 2025-MED-09-1002 and 2025-MED-09-1004 by the parties referenced above is approved by the legislative body.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that the tentative collective bargaining agreement reached in SERB Case No(s). 2025-MED-09-1002 and 2025-MED-09-1004 by the parties referenced above is hereby deemed approved by the legislative body; and

BE IT FURTHER RESOLVED that the Belmont County Sheriff and its authorized representative, are authorized to execute the referenced collective bargaining agreement on behalf of the Employer.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Belmont County, Ohio, this 18th day of December, 2025.

Upon roll call the vote was as follows:

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

*Note: Full contract available in the Belmont County Commissioners' Office.*

**RECESS**

**Reconvened Monday, December 22, 2025 at 9:14 with all present.**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:14 A.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 and compensation of public employees and ORC 121.22(G)(4) Collective Bargaining Exception.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 9:34 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 9:34 a.m.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

**RECESS**

**Reconvened at 12:56 p.m. with Commissioners Dutton and Gianangeli present.**

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

**IN THE MATTER OF APPROVING UNPAID LEAVE FOR JOCELYN FULKS, FULL-TIME DEPUTY CLERK AT EASTERN COURT**

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve unpaid leave for Jocelyn Fulks, full-time Deputy Clerk at Belmont County Eastern Court, effective December 22-26, 2025.

Upon roll call the vote was as follows:

|                |        |
|----------------|--------|
| Mr. Dutton     | Yes    |
| Mr. Gianangeli | Yes    |
| Mr. Echemann   | Absent |

**IN THE MATTER OF APPROVING UNPAID LEAVE FOR ZOIE ZIELINSKI, FULL-TIME DEPUTY CLERK AT EASTERN COURT**

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve unpaid leave for Zoie Zielinski, full-time Deputy Clerk at Belmont County Eastern Court, effective December 25 & 26, 2025.

Upon roll call the vote was as follows:

|                |        |
|----------------|--------|
| Mr. Dutton     | Yes    |
| Mr. Gianangeli | Yes    |
| Mr. Echemann   | Absent |

Mr. Dutton said there is one additional motion not as a result of executive session.

**IN THE MATTER OF APPROVING ADDING A CYBER SECURITY POLICY TO THE BELMONT COUNTY PERSONNEL POLICY MANUAL SECTION 7.20**

Motion made by Mr. Echemann, seconded by Mr. Dutton to add a Cyber Security policy to the Belmont County Personnel Policy Manual, Section 7.20, effective January 1, 2026

**CYBERSECURITY POLICY**

**SECTION 7.20**

A. Purpose. The purpose of this policy is to establish a framework for protecting the confidentiality, integrity, and availability of Belmont County's information systems, data, and technology resources in compliance with R.C. §9.64 cybersecurity requirements.

B. Scope. This policy applies to all elected officials, employees, contractors, vendors, and third parties who access or manage Belmont County's technology resources, including but not limited to:

- Computers, servers, and mobile devices
- Cloud services and hosted applications
- Networks and telecommunications systems
- Sensitive or confidential data (e.g., PII, financial, law enforcement, health-related, or other protected records)

C. Policy Statement. Belmont County is committed to safeguarding its information systems against cybersecurity threats and ensuring compliance with R.C. §9.64 by:

1. Establishing baseline cybersecurity practices.
2. Providing ongoing cybersecurity awareness training.
3. Preparing for detection, response, and recovery from incidents.
4. Reviewing and updating cybersecurity policies annually.

D. Roles and Responsibilities.

1. Board of Commissioners: Approves cybersecurity policy and ensures resources are allocated.
2. Administrator/Manager: Oversees policy implementation, coordinates with IT providers and legal counsel.
3. IT Provider (Internal or Vendor): Implements technical safeguards, monitors for threats, and reports incidents.
4. Employees/Users: Follow cybersecurity protocols, complete training, and report suspicious activity.

E. Cybersecurity Control.

1. Access Control:
  - a. Require unique user IDs and strong passwords.
  - b. Enforce multi-factor authentication (MFA) for remote or administrative access.
  - c. Limit access to sensitive data on a "least privilege" basis.
2. Network and System Security:
  - a. Maintain up-to-date firewalls, antivirus and intrusion detection/prevention.
  - b. Apply software patches and updates within 30 days of release.
  - c. Segregate critical systems from public networks when possible.
3. Data Protection:
  - a. Encrypt sensitive data at rest and in transit.
  - b. Regularly back up critical data and test restoration procedures.
  - c. Retain records according to Ohio records retention schedules.
4. Incident Response:
  - a. Designate an Incident Response Lead.
  - b. Establish procedures for detecting, reporting, and escalating incidents.
  - c. In the event of a cybersecurity incident, notify the following parties in the manner listed:
    - i. The Executive Director of the division of homeland security within the department of public safety, in a manner prescribed by the Executive Director, as soon as possible but not later than seven days after the political subdivision discovers the incident.
    - ii. The Auditor of State, in a manner prescribed by the Auditor of State, as soon as possible but not later than thirty days after the political subdivision discovers the incident.
  - d. Conduct a post-incident review and update policies as needed.
  - e. Establish procedures for the repair and subsequent maintenance of infrastructure after a cybersecurity incident.
5. Training and Awareness:
  - a. Require all employees to complete cybersecurity awareness training annually.
  - b. Provide role-specific training for IT Administrators and staff handling sensitive data.
6. Vendor and Third-Party Management:
  - a. Require vendors to comply with Belmont County's cybersecurity standards.
  - b. Maintain contracts with cybersecurity clauses and breach notification requirements.

F. Compliance and Review.

This policy will be reviewed annually and updated to reflect changes in technology, law, and organizational needs.

Departments and third-party IT providers must submit evidence of compliance to the Administrator/Manager annually.

G. Enforcement.

Violations of this policy may result in disciplinary action up to and including termination of employment or contract, as well as potential civil and criminal penalties in accordance with applicable law.

H. Effective Date.

This policy takes effect on **1/1/2026**, to meet R.C. §9.64 requirements.

Upon roll call the vote was as follows:

|                |        |
|----------------|--------|
| Mr. Dutton     | Yes    |
| Mr. Gianangeli | Yes    |
| Mr. Echemann   | Absent |

Mr. Dutton said this was based upon the recommendation of the State Auditor's and reviewed by outside council.

**Reconvened Tuesday, December 30, 2025 at 1:04 p.m. with Commissioners Dutton, Echemann and Gianangeli present.**

Mr. Dutton said there is one additional motion to consider.

**IN THE MATTER OF ADOPTING THE RESOLUTION APPROVING THE TENTATIVE AGREEMENT AND COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BELMONT COUNTY SHERIFF AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC FOR SERB CASE NO. 2025-MED-09-1003**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution approving the tentative agreement and collective bargaining agreement between the Belmont County Sheriff and The Fraternal Order of Police, Ohio Labor Council, Inc. for SERB Case No. 2025-MED-09-1003.

*Note: SERB Case Nos. 2025-MED-09-1002 and 2025-MED-09-1004 was approved on December 18, 2025.*

RESOLUTION APPROVING TENTATIVE AGREEMENT  
AND  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE BELMONT COUNTY SHERIFF  
AND  
THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

BY THE BOARD:

WHEREAS, Ohio Revised Code Chapter 4117 establishes collective bargaining procedures for public employers and public employees; and

WHEREAS, pursuant to the provisions of Ohio Revised Code Chapter 4117, it is the desire of this Board that the tentative collective bargaining agreement reached in SERB Case No(s). 2025-MED-09-1003 by the parties referenced above is approved by the legislative body.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that the tentative collective bargaining agreement reached in SERB Case No(s). 2025-MED-09-1003 by the parties referenced above is hereby deemed approved by the legislative body; and

BE IT FURTHER RESOLVED that the Belmont County Sheriff and its authorized representative, are authorized to execute the referenced collective bargaining agreement on behalf of the Employer.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Belmont County, Ohio, this 30th day of December, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 1:05 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:05 p.m.

Upon roll call the vote was as follows:

|                |     |
|----------------|-----|
| Mr. Dutton     | Yes |
| Mr. Echemann   | Yes |
| Mr. Gianangeli | Yes |

Read, approved and signed this 7th day of January, 2026.

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