

St. Clairsville, Ohio

January 7, 2026

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 \$938,094.42**

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-0041-A002-H01.002 Salary Probation Officer	E-0257-A015-A15.074 Transfers Out	\$170,990.40
E-0041-A002-H03.003 PERS	E-0257-A015-A15.074 Transfers Out	\$23,938.66
E-0051-A001-A28.000 Comms-Other Expenses	E-0257-A015-A15.074 Transfers Out	\$2,151.57
<i>*4th Qtr. 2025 Reimbursement-WIC Utilities*</i>		
E-0051-A001-A10.000 Professional Services	E-0257-A015-A15.074 Transfers Out	\$7,916.66

Upon roll call the vote was as follows:

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

**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:

**A00 GENERAL FUND AND S86 NORTHERN COURT-GEN SPEC PROJECTS FUND**

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out <i>(Salaries and PERS for Probation Officers)</i>	R-1561-S086-S06.574 Transfers In	\$64,976.36

**A00 GENERAL FUND AND S87 EASTERN COURT-GEN SPEC PROJECTS FUND**

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out <i>(Salaries and PERS for Probation Officers)</i>	R-1571-S087-S06.574 Transfers In	\$64,976.35

**A00 GENERAL FUND AND S88 WESTERN COURT-GEN SPEC PROJECTS FUND**

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out <i>(Salaries and PERS for Probation Officers)</i>	R-1551-S088-S05.574 Transfers In	\$64,976.35

**A00 GENERAL FUND AND E01 COUNTY HEALTH**

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out <i>*4th Qtr. 2025 Reimbursement-WIC Utilities*</i>	R-2210-E001-E10.500 Other Receipts	\$2,151.57
E-0257-A015-A15.074 Transfers Out	R-2210-E001-E17.574 Transfers In	\$7,916.66

**W80 PROSECUTOR'S-VICTIM PROGRAM AND A00 GENERAL FUND**

FROM	TO	AMOUNT
E-1511-W080-P01.002 Victim Salary	R-0040-A000-A47.574 Transfer In	\$2,472.06

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:

**\*JANUARY 06, 2026\***

**A00 GENERAL FUND**

E-0111-A001-E02.002	Salary	\$2,472.06
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**N58 SARGUS REMODELING FUND**

E-9058-N058-N02.013	Contract Projects	\$172,324.00
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**N90 BLACK HORSE INN PROJECT**

E-9799-N090-N03.000	Construction-Ross County	\$63,140.90
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**S30 OAKVIEW JUV REHABILITATION**

E-8010-S030-S40.000	Grant Holding Account	\$162,591.00
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E-8010-S030-S54.000

Food	\$50.00
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**S55 TCAP**

E-1545-S055-S01.000	Grant Expenses	\$76,291.50
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**S56 PROBATION SERVICES GRANT**

E-1546-S056-S04.001	Salary/Fringes	\$113,717.19
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**S77 COMMUNITY BASED CORRECTION ACT GRANT**

E-1520-S077-S01.002	Salaries	\$16,918.05
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E-1520-S077-S02.005	Medicare	\$245.25
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E-1520-S077-S04.006	Hospitalization	\$6,616.25
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E-1520-S077-S03.003	PERS	\$2,368.50
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E-1520-S077-S07.000	Workers Comp	\$251.45
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**W20 LAW LIBRARY RESOURCES FUND**

E-9720-W020-W02.002	Salary	\$5,000.00
E-9720-W020-W03.003	PERS	\$500.00
E-9720-W020-W07.010	Supplies	\$14,775.57
<b><u>W80 PROSECUTOR'S-VICTIM PROGRAM</u></b>		
E-1511-W080-P01.002	Salary	\$3,722.06
E-1511-W080-P02.010	Supplies	\$195.00
E-1511-W080-P04.000	Other	\$215.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY  
COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT  
AND INVESTMENT PORTFOLIO FOR THE MONTH OF DECEMBER 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 months of December 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY  
COMMISSIONERS RECEIVED AND REVIEWED THE  
MONTHLY FINANCIAL REPORT FOR DECEMBER 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 December 2025.

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-Valarie Gardner, Amy Slater and Danielle Secrest** to Lewis Center, OH, on March 18-20, 2026, to attend the OH Council of Welfare Fraud Training Conference. Estimated expenses: 1,714.00. A county car will be used for travel. **Courtney Clark** to Sugarcreek, OH, on March 25-26, 2026, to attend the 32<sup>nd</sup> Annual Easter Ohio Leadership Conference. Estimated expenses: \$366.60.

**ENGINEER'S DEPARTMENT**-Terry Livey to attend Board of Directors, Committee, Legislative and other CEOA related meetings and meetings of the Professional Land Surveyors of Ohio on various dates at various locations in Ohio. Terry Lively, Daniel Boltz and Anthony Atkins to attend Belomar and OMEGA meetings and various meetings concerning oil and gas activities on various dates at various locations. Terry Lively to attend various meetings in Marietta, Columbus and other locations in Ohio for meetings concerning various state and county highway related matters. Terry Lively, Daniel Boltz and Stephany Crist to attend meetings of the Southeastern Ohio Association of County Engineers and County Commissioners on various dates and various locations in Ohio. Terry Lively, Daniel Boltz, Anthony Atkins and Stephany to attend various meetings on various dates in New Philadelphia, Columbus and various other locations for GIS meetings and seminars, CEOA Computer Committee meetings, ODOT meetings, Professional Land Surveyors of Ohio meetings, Highway and Bridge Safety seminars, labor relations meetings, Personnel Association meetings, Ohio Township Association meetings, Land Modernization Conferences, SSI User Conferences, CCAO/CEOA Winter Conference and the Brightly User Conference. Daniel Boltz to attend various meetings on various dates for meetings concerning various state and county highway related matters with the Department of Natural Resources District 18 Integrating Committee and other state, county and local agencies. Employees of county garages to various locations in Ohio, northern West Virginia and western Pennsylvania to obtain parts and supplies when needed for the operation of the department.

**HR DEPARTMENT**-Hannah Warrington to Columbus, OH, on February 1-3, 2026, to attend the OHPELRA Annual Training. Estimated expenses: \$798.38.

**SSOBC**-Billy Marinacce to Nashville, TN, on March 8-11, 2026, to attend a User Conference for CaseWorthy. Estimated expenses: \$2,177.00. Lisa Kazmirski to Regional Directors meetings in Dover, Zanesville and Cambridge, OH on various dates, and to AAA9 meetings in Cambridge, OH, on various dates.

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 17 and 30, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTMENTS TO THE BELMONT  
COUNTY TRANSPORTATION IMPROVEMENT DISTRICT(TID) BOARD**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following reappointments to the Belmont County Transportation Improvement District (TID) board for a two-year term, per ORC 5540.02 (D), effective January 1, 2026 through December 31, 2027:

Larry Merry, Belmont County Port Authority Director

James Graham, Registered Professional Engineer

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes

Mr. Gianangeli Yes

**IN THE MATTER OF APPOINTING MICHAEL DEVAUGHN AS THE BELMONT COUNTY APIARY INSPECTOR/2026**

Motion made by Mr. Dutton, seconded by Mr. Echemann to reappoint Mr. Michael DeVaughn as the Belmont County Apiary Inspector for the year 2026 to be compensated a flat fee of two thousand five hundred dollars (\$2,500.00) per year.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM OHIO MOTOR GROUP/ANIMAL SHELTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge the receipt of a \$3,000.00 donation from Ohio Motor Group, LLC to the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING ESTIMATE FROM TMK CONSTRUCTION, LLC/BOARD OF ELECTIONS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept estimate from TMK Construction, LLC, in the amount of \$11,267.00 for all material and labor necessary to complete the water repair work at the Belmont County Board of Elections as follows:

- Replace, finish and paint all flood cut drywall in numerous areas.
- Install new 4" black cove base where removed.
- Install new base cabinets, reinstall countertop, backsplashes, existing sink/faucet and install new plumbing drain lines and water shutoffs/supply lines.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REQUEST OF SSOBC TO EXPEND FUNDS FROM THE S70 FUND FOR FOOD PURCHASES FOR VARIOUS MANDATORY TRAININGS/2026**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the request of Senior Services of Belmont County to expend funds from the S70 Fund to pay for food purchases for various mandatory trainings in 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING FORCE ACCOUNTS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution authorizing the Belmont County Engineer to proceed by force account in the maintenance, repair and reconstruction of roads, bridges and culverts and to use existing county employee forces, as determined by the Belmont County Engineer, during the year 2026.

**RESOLUTION**

WHEREAS, it be determined by the Belmont County Board of Commissioners that the health, welfare and safety of the people of Belmont County can best and most efficiently be served by force account in matters pertaining to maintenance, repair, construction and reconstruction of Belmont County roads, bridges and culverts; and

WHEREAS, for all proposed force account work involving the construction or reconstruction of a road, including widening and resurfacing, or for the construction, reconstruction, improvement, maintenance or repair of a bridge or culvert, the Engineer shall prepare an estimate to assure that the cost of force account projects will not exceed said limits in accordance with Ohio Revised Code Section 5543.19; and

WHEREAS, if it is determined by the Engineer's estimate that the proposed force account work does not exceed the force account limits as prescribed by law.

NOW, THEREFORE, BE IT RESOLVED:

That Terry D. Lively, Engineer of Belmont County, is hereby authorized to proceed by force account in the maintenance, repair and reconstruction of roads, bridges and culverts and to use existing county employee forces, as determined by the

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PAYMENT OF ANNUAL DUES FOR THE COUNTY ENGINEERS ASSOCIATION OF OHIO**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the payment of the annual dues for the County Engineers Association of Ohio in the amount of \$4,704.00, a per capita assessment of five cents, in accordance with Ohio Revised Code 325.21.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY APPLICATION NUMBER 10 (THROUGH 12/17/2025) FROM GRAE-CON CONSTRUCTION, INC. FOR THE BELMONT COUNTY HEALTH AND RECORDS BUILDING PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Application Number 10 (through 12/17/2025) from Grae-Con Construction, Inc., in the amount of \$621,143.34 for the Belmont County Health and Records Building project, based upon the recommendation of Mills Group, Project Architect.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE 2026 CEBCO WELLNESS GRANT AGREEMENT WITH COUNTY EMPLOYEE BENEFITS CONSORTIUM OF OHIO (CEBCO)**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the 2026 CEBCO Wellness Grant Agreement with County Employee Benefits Consortium of Ohio (CEBCO) effective January 1, 2026 to December 31, 2026, for the following amounts:

- Administrative Funds: \$4,000
- Program Funds: \$16,920

Total Funds: \$20,920

## **2026 CEBCO Wellness Grant Agreement**

**Grantor:** County Employee Benefit Consortium of Ohio (CEBCO)

**Grantee:** Belmont County

### **Grant Funding Amounts**

Administrative Funds: \$4,000

Program Funds: \$16,920

### **County Wellness Contact (CWC)**

CEBCO requires participating counties to designate one or two employees to act as a point of contact, known as the County Wellness Contact(s) (CWC). The CWC must be a county employee. While others including wellness team members, non-county employees or brokers/consultants may be involved with the wellness program, they are prohibited from being the county's designated CWC. The CWC(s) will work directly with CEBCO and will be the primary source of information to the eligible employees and spouses on the medical plan.

The CWC(s) will play a significant role in determining programming, identifying existing and local wellness resources, communicating initiatives, motivating others, working with department heads and leadership to gain and maintain support, tracking data and information, all while demonstrating a genuine interest in health and wellbeing. Finally, the CWC(s) must attend one of the bi-annual CEBCO wellness meetings or designate another county representative to attend in their place.

If the CWC position(s) should become vacant, please notify CEBCO immediately of the vacancy and of an interim contact. It is important that a new contact be identified to fulfill this role as soon as reasonably possible.

### **Administrative and Program Funds**

Administrative funds are intended to be used toward the salary of the individual(s) identified as a County Wellness Contact(s) (CWC). Eligible counties will receive a flat \$4,000 per grant year in administrative funds. The county may decide how to allocate these funds if there are two CWCs rather than one.

Program funds must be used for wellness-related events, activities, and initiatives provided to CEBCO enrolled employees and spouses. We acknowledge that some programs, such as educational sessions may inadvertently reach beyond CEBCO-covered members and impact individuals not enrolled in our medical plan. The intent, however, is to focus on positively impacting the lives of members on our medical plan. Program funds may also be used to cover any wellness training or meeting-related expenses for the CWC position(s).

Program grant funding available to the county will be determined on a per employee, per year (PEPY) basis. A census report from the last quarter of the year of all eligible employees will be used to determine the program grant allocation for the upcoming calendar year.

CEBCO will provide half of the program funds in addition to the full amount of the administrative funds at the start of the calendar year, following a fully executed grant agreement. The remaining half of the program funds will be provided on a reimbursable basis. The first half of the program funds provided to the county must be expended and a financial form must be submitted documenting those expenses, before the county may request any portion of the second half.

The county has the option to use all or a portion of the administrative funds as program funds. If the county chooses to use the administrative funds toward salary, the county is not required to report on this expense; however, if the county uses any portion of the administrative funds for programming, documentation must be submitted to CEBCO verifying how the funds were used.

Additionally, it is up to the discretion of each participating county whether program funds will be used to supplement the salary of the CWC position(s). CEBCO asks that the total wages be limited to no more than twenty percent (20%) of the annual amount allotted for program funds.

#### **Documenting Uses of Program Funds**

The **Wellness Grant Financial Form** will need to be submitted along with documentation verifying each expense purchased with program funds. Acceptable documents include receipts, copies of checks, purchase orders and invoices. Once documentation is submitted to CEBCO, reimbursement, if needed, will be sent directly to the County Commissioner's Office within 60 days. A county may submit a **Wellness Grant Financial Form** multiple times per year or once at the end of the calendar year. The deadline to submit documentation for the 2026 grant year is Friday, December 11, 2026. Please note that CEBCO is unable to directly pay any vendor or private company and all checks will be made payable to the County Commissioners.

#### **Mandatory Wellness Grant Requirements**

Participating Counties **must** offer **each** of the following during the calendar year, between January 1, 2026 and December 31, 2026:

1. A minimum of two onsite education sessions provided for medical plan enrolled employees and spouses. These education sessions must be 30-60 minutes each with a focus on any health or wellness topic.
2. Host a minimum of one onsite community lifestyle program OR promote a minimum of one offsite community lifestyle management program. Examples include diabetes management programs, Weight Watchers, tobacco cessation, nutrition or financial courses, or any other program (series of 3 or more classes) that addresses one or more health conditions or lifestyle habits.
3. Host a minimum of one community event AND/OR promote a minimum of one community event. Community events include any organized walk, run, or bike event and sports leagues.
4. Promote a minimum of one online health challenge offered by Anthem as part of the CEBCO Rewards 200 Program.
5. CWC(s) must attend one bi-annual CEBCO Wellness Meeting. If the contact in the CWC position is not available, please designate another county representative to attend.

At the end of the calendar year CEBCO will request documentation that each of these mandatory requirements were completed between January and December of 2026. The documentation is due on Friday, December 11, 2026.

#### Restricted Uses of Program Funds

The following are uses that do not meet the goals of the grant and therefore are not allowable expenses:

- Giveaways that do not support individual wellness (this includes gift cards to fast food restaurants or any other food-related purchase EXCEPT for purchasing healthy food options).
- Sponsoring individuals for marathons or specific events that not all members are able to do.
- Alcohol or drug testing (this includes tobacco testing).
- Any building maintenance or personnel training requirements to include purchasing AEDs or paying for safety/CE training such as CPR classes.
- Coverage for other benefits such as dental, vision, EAP, life, etc.
- Essential oils and health supplements.

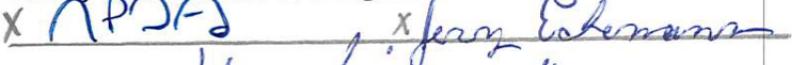
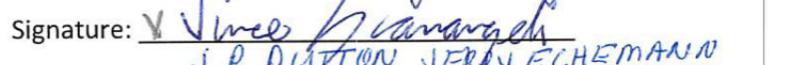
#### Authorized Signatures

Both parties, upon signatures below, agree to the terms outlined within this grant agreement and acknowledge understanding of the appendices provided on the subsequent pages.

##### County Employee Benefit Consortium of Ohio

Signature:   
Printed Name: Michael Kindell  
Date: 12/17/25

##### County Commissioner or Designee

Signature:   
Printed Name: J.P. DUTTON JERRY ECHEMANN  
Signature:   
Printed Name: VINCE GIANANGELI  
Date: 1/7/26

#### APPENDIX 1: CEBCO Member Wellness Program

##### Member Wellness Program & Incentive Design

We partner with Anthem to administer a wellness program that both employees and spouses enrolled in our medical plan may engage in, year-round. Each member county is required to offer this program to eligible members; however, completion of the program is optional at the individual level.

##### Incentives & Elected Officials

Per Ohio Attorney General Opinion 2009-015, any elected official that is not beginning a new term during the current program year will not be eligible for cash or cash-like incentives even if they complete the program. Elected officials also cannot receive an increase in any cash or cash-like incentive they have been receiving if they are in term; an increase can only occur at the start of a new term. It is ultimately the county's responsibility to properly administer incentives to elected officials, based on the ORC. CEBCO encourages all elected officials to participate, as they are eligible to complete the program regardless of whether they may earn the incentive.

Rev. 12/2025

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Upon roll call the vote was as follows:

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

**AGREEMENT FROM MOTOROLA SOLUTIONS/911**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the System Upgrade service agreement from Motorola Solutions in the amount of \$1,086,027.15, effective March 1, 2026 to February 28, 2030, to provide maintenance, support or other services on the radio system at the Belmont County 9-1-1 Center to be paid for by levy funds.

**MOTOROLA SOLUTIONS**

500 W Monroe St  
Chicago, IL 60661  
(800) 247-2346

**SERVICE AGREEMENT**

Contract Number: USC000194037  
Contract Modifier: R03-OCT-2025 12:20:10

Date: 15-DEC-2025

Company Name: Belmont County Commissioners  
Attn.: Bryan Minder  
Billing Address: 68331 Bannock Rd  
City, State, Zip Code: Saint Clairsville, OH 43950  
Customer Contact: Bryan Minder  
Phone:

P.O.#: N/A  
Customer #: 1035192624  
Bill to Tag#: 0003  
Contract Start Date: 01-MAR-2026  
Contract End Date: 28-FEB-2030  
Payment Cycle: ANNUALLY  
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	SVC02SVC0201A	***** Recurring Services ***** ASTRO SUA II UO IMPLEMENTATION SERVICES		
	SVC02SVC0343A	RELEASE IMPACT TRAINING		
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING		
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC		
	SVC04SVC0016C	SUS		
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II		
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES		
	SVC02SVC0343A	RELEASE IMPACT TRAINING		
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING		
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC		
	SVC04SVC0016C	SUS		
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II		
			Sub Total	\$1,086,027.15
			Taxes	\$0.00
			Grand Total	\$1,086,027.15
<p><b>SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS</b></p> <p>THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS</p>				

Year 1: \$251,971.11

Year 2: \$264,569.72

Year 3: \$277,798.19

Year 4: \$291,688.13

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement or applicable Statement of Work.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

Revised Jul 2, 2025

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

5.3 This Agreement pricing provided does not take into account prevailing wage requirements. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in

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addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

#### **Section 11. LIMITATION OF LIABILITY**

Except for bodily injury, death, or damage to property of the county caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

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#### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17. SOFTWARE, SUA, VIDEO AND SUBSCRIPTION SERVICES**

All software, SUA, video, and subscription services provided by Motorola are governed by the Motorola Solutions

Customer Agreement available at:

[https://www.motorolasolutions.com/en\\_us/about/legal/communications\\_terms.html](https://www.motorolasolutions.com/en_us/about/legal/communications_terms.html).

#### **Section 18. GENERAL TERMS**

18.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

18.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the state in which the Services are performed.

18.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

18.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

18.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

18.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

18.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

18.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

18.9. This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement

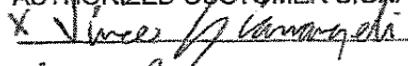
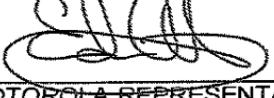
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shall be treated as and shall have the same effect as an original signed copy of this document

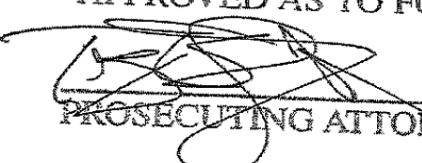
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I have received Applicable Statements of Work which describe the Services provided on this Agreement. Motorola's Terms and Conditions are attached hereto and incorporated herein by reference. By signing below, Customer acknowledges these terms and conditions govern all Services under this Agreement.

<u>BELMONT COUNTY COMMISSIONERS</u>		<u>1/7/26</u>
AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
		
VINCE GIANANGELI	JERRY ECHEMANN	J. P. DUTTON
CUSTOMER (PRINT NAME)		
	Regional Services Director	1/7/26
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
Edwin Alicea	847-561-1705	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

APPROVED AS TO FORM:

  
PROSECUTING 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 ADOPTING A RESOLUTION AUTHORIZING THE BELMONT COUNTY COMMISSIONERS TO EXECUTE AN AGREEMENT WITH THE GREAT LAKES COMMUNITY ACTION PARTNERSHIP TO ADMINISTER COMMUNITY DEVELOPMENT BLOCK GRANT RESIDENTIAL PUBLIC INFRASTRUCTURE GRANT FOR THE BARNESTON NORTH WATERLINE EXTENSION PROJECT, AND DECLARING AN EMERGENCY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt a resolution authorizing the Belmont County Commissioners to execute an agreement with the Great Lakes Community Action Partnership to administer the Community Development Block Grant Residential Public Infrastructure Grant for the Barnesville North Waterline Extension Project, and declaring an emergency.

**WHEREAS**, Belmont County is the recipient of a Community Development Block Grant through the Ohio Department of Development to construct the Barnesville North Waterline Extension project, and

**WHEREAS**, the Belmont County Commissioners deems it necessary to hire a grant administrator to comply with the rules and regulations required for compliance with local, state and federal laws; and

**WHEREAS**, the Belmont County Commissioners solicited proposals beginning on December 1, 2025, with a deadline of December 18, 2025, and

**WHEREAS**, the proposals were reviewed which the committee recommends entering in a contract with Great Lakes Community Action Partnership to provide CDBG grant administration services for the Barnesville North Waterline Extension project approved for funding; and

**NOW IT THEREFORE BE RESOLVED**

**SECTION ONE:** The Belmont County Commissioners is authorized to execute a Grant Administration Services Agreement (contract) with Great Lakes Community Action Partnership to provide CDBG grant administration services for the project in the amount of \$30,000, substantially in the form attached hereto and incorporated herein.

**SECTION TWO:** The Belmont County Commissioners is further authorized to amend and/or extend the Grant Administration Service Agreement (contract) to include additional phase as deemed necessary to complete the Barnesville North Waterline Extension project.

**SECTION THREE:** This Resolution shall become effective immediately upon adoption.

**SECTION FOUR:** It is found and determined that all formal actions of the Belmont County Commissioners (council/board) concerning and relating to the adoption of this Resolution were taken in an open meeting of the Belmont County Commissioners (council/board) and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with the law.

Passed this 7th day of January, 2026

Upon roll call the vote was as follows:

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

Mr. Dutton said they are working with Guernsey County Commissioners and Kirkwood Township Trustees on this project and are working to secure funding.

**OPEN PUBLIC FORUM**-Dan Morris, Bellaire, inquired about the new process for dog licenses with Docupet. He said a lot of people don't have a computer to use. Also, an additional fee is added. Mr. Dutton said there was frustration with the prior process. The new system is upon the Auditor's recommendation. She felt it is a savings of taxpayer funds. The board checked with other counties that were already using Docupet.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:24 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	Yes

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:20 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 1:20 p.m.

Upon roll call the vote was as follows:

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

Mr. Dutton said there is one motion to be considered as a result of executive session.

**IN THE MATTER OF APPROVING THE PROMOTION OF DAVID RICE,  
JEWEL HAMMOND AND MICHAEL CORBETT FROM PART-TIME  
CENTER ASSISTANTS TO FULL-TIME CENTER ASSISTANTS/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the promotion of the following part-time Center Assistants to full-time Center Assistants at Senior Services of Belmont County, effective January 12, 2026:

- David Rice
- Jewel Hammond
- Michael Corbett

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 1:26 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:26 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 14th day of January, 2026.

Jerry Echemann /s/

Vince Gianangeli /s/

COUNTY COMMISSIONERS

J. P. Dutton /s/

We, Jerry Echemann 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.

Jerry Echemann /s/ PRESIDENT

Bonnie Zuzak /s/ CLERK