

St. Clairsville, Ohio

January 28, 2026

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

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. Gianangeli, seconded by Mr. Dutton 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 \$1,287,456.74

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

W80 PROSECUTOR'S-VICTIM PROGRAM AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Victim Ass. Salary	R-0040-A000-A47.574 Transfer In	\$1,250.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Gianangeli, seconded by Mr. Dutton 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 6, 2026****

G50 LODGING EXCISE TAX

E-1910-G050-G01.000	Convention and Visitor Bureau	\$62,477.93
E-1910-G050-G10.000	Colerain Township Dist.	\$35.36
E-1910-G050-G11.000	Mead Township Dist.	\$1.20
E-1910-G050-G12.000	Village of Barnesville	\$3.18

S30 OAKVIEW JUV REHABILITATION

E-8010-S030-S56.000	Motor Vehicles	\$124.54
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Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR

THE DELTA DENTAL CHARGEBACKS FOR

THE MONTHS OF DECEMBER 2025

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to make the following transfer of funds

for the Delta Dental Chargebacks for the months of December 2025

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	9,910.34
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	285.97
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	131.37
GRANT / JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	53.29
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	72.81
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	0.00
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	728.10
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	126.10
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	19.52
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	53.29
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	159.87
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	106.58
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	53.29
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	53.29
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	0.00

DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	378.31
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	92.33
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	53.29
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	92.19
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	0.00
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9891-Y091-Y07.500	8.78
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	0.00
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	26.64
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	23.03
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	67.06
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	60.94
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	37.47
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	9.37
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	61.88
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	3.33
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	0.00
Enhanced Operations	E-0039-F091-F01.002	R-9891-Y091-Y07.500	0.00
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	26.65
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	0.00
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	232.68
DEPT OF DD 2410/2420	E-2410-S066-S80.000	R-9891-Y091-Y07.500	2,982.10
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	804.62
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	106.58
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	53.29
K-2	E-2811-K200-K10.006	R-9891-Y091-Y07.500	159.87
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	159.87
K-25	E-2813-K000-K39.006	R-9891-Y091-Y07.500	53.29
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	1,524.60
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	327.86
WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	126.11
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	1,834.50
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	198.91
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	1,159.69
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	106.58
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	19.52
TOTALS		R-9891-Y091-Y07.500	22,545.16

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE FINAL SALES & USE TAX DISTRIBUTION REPORT FOR NOVEMBER 2025

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

- Final Sales & Use Tax Distribution Report for the month of November 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Gianangeli, seconded by Mr. Dutton granting permission for county employees to travel as follows:
DJFS-Mike Schlanz to Caldwell, OH, on February 12, 2026, to attend the Ohio to Work Connectors Grant meeting. A county car will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 21, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE BELMONT COUNTY SHERIFF'S OFFICE FURTHERANCE OF JUSTICE ANNUAL REPORT FY 2025

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to accept the Belmont County Sheriff's Office Furtherance of Justice annual report for the year 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS FOR THE SARGUS JUVENILE CENTER HVAC UPGRADE PROJECT

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to advertise for bids for the Sargus Juvenile Center HVAC Upgrade Project and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

**BELMONT COUNTY COMMISSION
ST. CLAIRSVILLE, OHIO
HVAC Upgrade
Sargus Juvenile Center
68131 Hammond Rd.
St. Clairsville, OH 43950
NOTICE TO BIDDERS**

Sealed bids for the HVAC upgrade of the above-referenced location will be received by the Belmont County Commission at the office of the Commission at 101 West Main Street, St. Clairsville, Ohio 43950, until 11:00 a.m. (local time) on Wednesday February 18, 2026, at which time the bids received will be opened and publicly read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners' office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday. If any questions call the Sargus Juvenile Center Executive Director D.J. Watson at 740-695-9750.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. —OR—
- A certified check, cashiers' check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety:

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Said contract will be let to the lowest and best responsible bidder. The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

By order of the Board of Commissioners
Of Belmont County, Ohio
Bonnie Zuzak /s/

Bonnie Zuzak, Clerk of the Board

Times Leader Advertisement: Two (2) Tuesdays, February 3 & February 10, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AMENDMENT TO THE CONTRACT BETWEEN THE MENTAL HEALTH RECOVERY BOARD AND THE BELMONT COUNTY COMMISSIONERS

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve the amendment to the contract between the Mental Health Recovery Board and the Belmont County Commissioners, effective July 1, 2025 to June 30, 2026 to support the delivery of mental health and substance abuse services to inmates of the Belmont County Jail; adding an additional \$16,008.38 for a new contract total of \$81,008.38.

**1st AMENDMENT OF FISCAL YEAR 2026 SERVICE CONTRACT
BETWEEN
MENTAL HEALTH AND RECOVERY BOARD
BELMONT, HARRISON AND MONROE COUNTIES
AND
BELMONT COUNTY COMMISSIONERS JAIL SERVICE**

This AMENDMENT is attached to and forms part of the Fiscal Year 2026 service contract that became effective on July 1, 2025 (Contract) by and between the Mental Health and Recovery Board Belmont, Harrison and Monroe Counties (MHR Board) and the Belmont County Commissioners Jail Services. (Provider).

This AMENDMENT is made to the FY 2026 Contract to support the following system services and quality improvements:

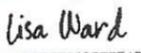
Up to \$16,008.38 to engage in the continued linkage of inmates to community providers and resources outside the jail, upon release. This additional funding will bring the total contract amount to \$81,008.38.

The Provider will be paid by the MHR Board \$16,008.38 for the improvement of the above stated system services. All monthly expenses need to be submitted to lisaw@bhmbboard.org the 5th of each month accompanied by general ledger reports.

To the extent that any of the terms or conditions contained in this 1st AMENDMENT may contradict or conflict with any of the terms or conditions of the FY 2026 Contract, it is expressly understood and agreed that the terms of this 1st AMENDMENT shall take precedence and supersede the attached Contract. All other terms and conditions of the Agreement shall remain in full force and effect.

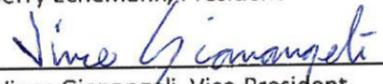
IN WITNESS WHEREOF, the Parties, duly authorized, hereby execute this AMENDMENT, which shall be effective as of its execution by each of the Parties.

Mental Health and Recovery Board Belmont, Harrison, Monroe Counties


Caitlyn Romshak, Board Chairperson
DocuSigned by:

32068007F87E4F1
Lisa Ward, Executive Director

1/28/2026
Date
1/22/2026
Date

BELMONT COUNTY COMMISSIONERS

Jerry Echemann, President

Vince Gianangeli, Vice-President

J.P. Dutton

Date
1/28/26
Date
1/28/26
Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SERVICES WITH HAMMONTREE & ASSOCIATES/ENGINEERS**

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve and sign the Professional Services Agreement for engineering services with Hammontree & Associates, Ltd. in the not to exceed amount of \$4,700.00 to assist with the necessary environmental permit applications for construction for the culvert replacement on Airport Road, based upon the recommendation of Terry Lively, Belmont County Engineer.
Note: This will be paid by the Engineer's MVGT funds.

**PROFESSIONAL SERVICES AGREEMENT
by and between
BELMONT COUNTY, OHIO
And
HAMMONTREE & ASSOCIATES, LIMITED
for**

Environmental Permit Applications

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

WITNESSETH:

WHEREAS, the COUNTY is desirous of replacing a culvert on Airport Road and in engaging the services of the ENGINEER in order to assist the COUNTY with the necessary permit for construction thereof; and

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

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

ARTICLE 1- SCOPE OF SERVICES

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

1.2. The services indicated are for the completing the necessary permit application documents for the replacement of the referenced bridge.

ARTICLE 2- SCHEDULE

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

2.2. The ENGINEER shall complete the services to be performed under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The services should be completed within six (6) months from receipt of written authorization to proceed. The ENGINEER has no control over review times by other agencies and will not be responsible for delays caused by events beyond its control. The following dates for submittal to the County's offices shall be met in accordance with the above statements assuming the County issues an authorization to proceed by January 30, 2026.

Airport Road Permit Application Submittal April 1, 2026

ARTICLE 3- COMPENSATION

3.1. The COUNTY shall compensate the ENGINEER for basic services under this agreement an amount not to exceed \$4,700.00 (Four Thousand Seven Hundred dollars and no cents). The following items were considered in developing the engineering design costs and these phases will be shown on the project invoicing.

Permit Application.....\$4,700

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

ARTICLE 4- GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

4.8. Since the ENGINEER has no control over the cost of labor, material and equipment associated with construction, contractors' methods of determining prices, competitive bidding or market conditions, its estimates of cost provided for in this Agreement are to be made on the basis of its experience and qualifications and shall represent its best judgment as a design professional familiar with the construction industry. The ENGINEER can not and does not guarantee that proposals, bids or construction costs relative to the project will not vary from estimates it prepares.

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

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

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

4.12. If the COUNTY terminates for default, an equitable adjustment in the compensation provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services or other work, and (2) any payment due the

ENGINEER at the time of termination may be adjusted to the extent of any additional costs the COUNTY incurs because of the ENGINEER'S default. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred before the termination.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 28th day of January, 2026.

WITNESSES: BELMONT COUNTY BOARD OF COMMISSIONERS

Bonnie Zuzak /s/
Bonnie Zuzak /s/
WITNESS:
Bonnie Zuzak /s/

Vince Gianangeli /s/
J. P. Dutton /s/
BELMONT COUNTY ENGINEER
Terry Lively /s/
Terry D. Lively, P.E., P.S.
HAMMONTREE & ASSOCIATES, LIMITED
By: Melinda C Chase /s/
Melinda C. Chase, P.E.
Title: Partner

Approved as to form:
KEVIN FLANAGAN
Belmont County Prosecutor
T. J. Schultz /s/
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SIGNING AND SUBMITTAL OF THE OHIO DEPARTMENT OF TRANSPORTATION 2025 COUNTY HIGHWAY MILEAGE CERTIFICATION

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve the signing and submittal of the Ohio Department of Transportation 2025 County Highway System Mileage Certification per O.R.C. 4501.04; the total length of county maintained public roads in Belmont County was 308.748 miles as of December 31, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING LETTER AGREEMENT NO. 5 WITH OHIO VALLEY MALL COMPANY FOR THE BELMONT COUNTY SHERIFF'S SUBSTATION

Motion to made by Mr. Gianangeli, seconded by Mr. Dutton approve and sign Letter Agreement No. 5 with the Ohio Valley Mall Company for the Belmont County Sheriff's substation to extend the term of the lease for three years, commencing on January 3, 2026 and expiring on January 2, 2029; original lease was signed January 6, 2016.
January 20, 2026

BELMONT COUNTY COMMISSIONERS
dba BELMONT COUNTY SHERIFF'S OFFICE
101 West Main Street
St. Clairsville, Ohio 43950

FILE: LEASE BY AND BETWEEN OHIO VALLEY MALL COMPANY ("LANDLORD") AND BELMONT COUNTY COMMISSIONERS dba BELMONT COUNTY SHERIFF'S OFFICE ("TENANT") FOR UNIT NO. 490 ("DEMISED PREMISES") AT OHIO VALLEY MALL – ST. CLAIRSVILLE, OHIO ("SHOPPING CENTER")

RE: LETTER AGREEMENT NO. 5

Dear Tenant:

I am authorized by the above-referenced Landlord to offer this Letter Agreement No. 5 for execution by Tenant. By the entry of an authorized signature below, Tenant hereby agrees to the following:

1. The Effective Date of this Letter Agreement No. 5 shall be the date of mutual execution.
2. The term of the Lease is hereby extended for a period of three years, commencing on January 3, 2026 and expiring on January 2, 2029 (the "Extended Term").
3. All other terms and conditions of the Lease remain unchanged.

Please indicate Tenant's acceptance of this Letter Agreement No. 5 with an authorized signature below and return to me for Landlord's execution. If acceptable to Landlord's Real Estate Committee, upon mutual execution I will forward one fully executed copy to you for your files.

Sincerely,
Ronald J. Yourstowsky
Associate Counsel
RJY/bnc

cc: Andrew Kopper

AGREED AND ACCEPTED

TENANT: **Belmont County Commissioners**

By: _____

Name: Jerry Echemann

Title: President

Date: _____

By: Vince Gianangeli /s/

Name: Vince Gianangeli

Title: Vice-President

Date: 1/28/26

By: J. P. Dutton /s/

Name: J. P. Dutton

Title: Commissioner

Date: 1/28/26

APPROVED AS TO FORM:

T.J. Schultz /s/

T.J. Schultz, Jr. Belmont County

Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

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

LANDLORD: **Ohio Valley Mall Company**

By: _____

Name: Anthony M Carfaro Jr.

Title: Authorized Agent

Date: _____

By: _____

Name: _____

Title: Authorized Agent

Date: _____

Discussion re: Meals on Wheels-Lisa Kazmirski, SSOBC Executive Director, said extra items were sent out to those most in need before the winter storm. The goal for today is to reach 75% of the meal deliveries. "We're also taking an extra chicken pot pie to everyone who gets a meal today so that they can microwave it if need be. We've been getting a lot of calls and comments on Facebook about how come they're closed and they get their four day weekend. Well, that's not the case, because we worked a little extra before, and we work a whole lot extra after. In situations like this, managers are still at the office. We were at Sam's Club Tuesday shopping. So things happen behind the scenes that most of the public will never see, but we are out there to take care of the seniors, not to get time off for ourselves," said Ms. Kazmirski. Mr. Gianangeli asked if frozen meals are provided. Ms. Kazmirski said only if the resident is deemed a passport family. "If their level of care dictates that they also need meals on the weekend, they get two frozen meals and we deliver those on Thursday, just in case something happens on Friday," said Ms. Kazmirski. She added if someone is so dependent on the one meal that is delivered they try to make referrals. Ms. Kazmirski noted 1,200 meals are delivered daily Monday through Friday.

CARES Program Update-Present: Chad Zambori, CARES Coordinator, Lisa Kazmirski, SSOBC Executive Director, Jeff Felton, JFS Director, Rob Sproul, Health Commissioner and Lisa Ward, Mental Health and Recovery Board Executive Director. Mr. Zambori said in 2025 they had 1,543 patient interactions and over 5,000 phone calls. A nurse practitioner is on staff that responded to 65 calls. "That is whether it be home health hospice, working with insurance companies to get supplies in the home or medications ordered," said Mr. Zambori. Sixty-eight overdose kits were delivered to residents in conjunction with the Health Department. Narcan is provided along with information and resources on how to get help. Mr. Dutton said the CARES Program is very important. It helps to head off calls to 911 or local fire departments and helps keep people out of emergency rooms. Ms. Kazmirski said they would need another one or two case managers without the CARES Program.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:06 A.M.

Motion made by Mr. Gianangeli, seconded by Mr. Dutton 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. Gianangeli	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:52 A.M.

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to exit executive session at 11:52 a.m.

Upon roll call the vote was as follows:

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

Mr. Gianangeli said there are five motions to be considered as a result of executive session.

IN THE MATTER OF APPROVING UNPAID LEAVE FOR EMILY PEPERA, FULL-TIME OFFICE ASSISTANT/COMMISSIONERS

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve unpaid leave for Emily Pepera, full-time Office Assistant to the Belmont County Commissioners, effective January 30- February 9, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING SAMANTHA MONROE AS FULL-TIME DEPUTY CLERK FOR EASTERN DIVISIONAL COURT

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve the hire of Samantha Monroe as full-time Deputy Clerk at Belmont County Eastern Divisional Court, effective February 2, 2026.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING ANTHONY HANNAHS AS FULL-TIME WASTEWATER PUMP TECHNICIAN/WATER & SEWER DISTRICT

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve the hire of Anthony Hannahs, full-time Wastewater Pump Technician at Belmont County Water and Sewer District, effective January 29, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCINDING MOTION MADE
ON DECEMBER 30, 2025, REVISING JOB DESCRIPTION OF
HUMAN RESOURCES ADMINISTRATIVE ASSISTANT TO
HUMAN RESOURCES ASSISTANT/BENEFIT SPECIALIST, PAY GRADE 6**

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to rescind the motion made on December 30, 2025, revising the job description of Human Resources Administrative Assistant to Human Resources Assistant/Benefit Specialist, Pay grade 6.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PAY SCALE MOVE OF
HUMAN RESOURCES ADMINISTRATIVE ASSISTANT FROM
PAY GRADE 3 TO PAY GRADE 5**

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve the pay scale move of Human Resource Administrative Assistant from pay grade 3 to pay grade 5, effective January 29, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:02 P.M.**

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to adjourn the meeting at 12:02 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 4th day of February, 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