

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann, Vince Gianangeli and J. P. Dutton, 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. Echemann, seconded by Mr. Gianangeli to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue her warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,280,795.09

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A28.000 Other Expenses	E-0257-A015-A15.074 Transfers Out	\$20,000.00
E-0051-A001-A10.000 Professional Services	E-0257-A015-A15.074 Transfers Out	\$7,916.66
E-0254-A009-E01.000 Grants-Mandated Share	E-0257-A015-A15.074 Transfers Out	\$55,835.25

O39 BOND RETIR-ENGINEERS

FROM	TO	AMOUNT
E-9218-O039-O06.051 Interest Payments	E-9218-O039-O05.050 Principal Loan Pymnts	\$4,500.00

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.000 Employer Share HSA	\$1,080.25

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND E01 COUNTY HEALTH

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-2210-E001-E17.574 Transfers In	\$7,916.66

A00 GENERAL FUND AND H00 PUBLIC ASSISTANCE/BCDJFS

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-2510-H000-H09.574 Transfers In	\$55,835.25

A00 GENERAL FUND AND L01 SOIL CONSERVATION

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1810-L001-L08.574 Transfers	\$20,000.00

Upon roll call the vote was as follows:

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

FOR THE DELTA DENTAL CHARGEBACKS FOR

IN THE MATTER OF TRANSFER OF FUNDS

FOR HSA CHARGEBACKS/ APRIL 2026

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

for HSA Chargebacks for April 2026

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	335.93
E-2812-K000-K20.006	ENGINEER	R-9891-Y091-Y12.500	191.01
E-2510-H000-H01.002	JOB AND FAMILY	R-9891-Y091-Y12.500	72.46
E-1310-J000-J01.002	REAL ESTATE	R-9891-Y091-Y12.500	191.01
E-0910-S033-S47.006	SARGUS	R-9891-Y091-Y12.500	72.46
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	72.46
E-3702-P005-P31.000	WWS#3	R-9891-Y091-Y12.500	289.84
		TOTALS	1,225.17

Upon roll call the vote was as follows:

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

THE MONTHS OF JANUARY, FEBRUARY & MARCH 2026

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following additional transfer of funds for the Delta Dental Chargebacks for the months of January, February & March 2026

	FROM	TO	TOTAL
DEPT OF DD 2410/2420	E-2410-S066-S80.000	R-9891-Y091-Y07.500	319.74
TOTALS		R-9891-Y091-Y07.500	319.74

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Echemann, seconded by Mr. Gianangeli granting permission for county employees to travel as follows: **COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION**-David Carter to Cambridge, OH, on April 20, 2026, to attend the Eastern Prevention Council meeting.

DJFS-Christine Parker and Nichole Couch to Lewis Center, OH, on May 3-5, 2026, to attend the Ohio START conference. Estimated expenses: \$1,236.15. Christine Parker and Erin Greenwood to Columbus, OH, on May 11-12, 2026, to attend the Ohio Child Care Resources and Referral meeting. Estimated expenses: \$745.30.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 25, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF TAYLOR MCKIM, FULL-TIME DEPUTY CLERK/EASTERN DIVISIONAL COURT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the resignation of Taylor McKim, full-time Deputy Clerk at Belmont County Eastern Divisional Court, effective April 8, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE TRADE-IN OF ONE 450 STEINER MOWER AND PURCHASE FROM KENNEDY HARDWARE ONE PROZ 972 CUB CADET MOWER FOR THE BUILDING AND GROUNDS DEPARTMENT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the trade-in of one 450 Steiner mower for the trade-in amount of \$13,500.00 and purchase from Kennedy Hardware one PROZ 972 Cub Cadet mower, in the amount of \$28,599.00 for a total cost of \$15,099.00, for the Belmont County Building and Grounds Department, based upon the recommendation of Scott Larkin, Facilities Director.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE QUOTE FROM HICKORY HOME IMPROVEMENTS, LLC/ANIMAL SHELTER

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept the quote from Hickory Home Improvements, LLC, in the amount of \$2,851.50, for a kennel shelter replacement.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM H. E. NEUMANN/JAIL

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept proposal from H. E. Neumann Company in the amount of \$24,345.00 for a controls unit upgrade in the administration offices/old side of the Belmont County Jail.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY APPLICATION NUMBER 13
FROM GRAE-CON CONSTRUCTION, INC. FOR THE BELMONT COUNTY
HEALTH AND RECORDS BUILDING PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve Pay Application Number 13 (through 3/25/2026) from Grae-Con Construction, Inc., in the amount of \$168,620.11, for the Belmont County Health and Records Building project, based upon the recommendation of Mills Group, Project Architect.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION OF DECLARATION OF OFFICIAL INTENT
WITH RESPECT TO REIMBURSEMENT OF TEMPORARY ADVANCES MADE FOR CAPITAL
EXPENDITURES TO BE MADE FROM SUBSEQUENT BORROWINGS**

ENTERED IN COMMISSIONERS' JOURNAL
NO. 111, PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 10:00 a.m. o'clock a.m., on April 1, 2026, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Commissioner Echemann Commissioner Gianangeli Commissioner Dutton

Absent: _____

Commissioner Echemann moved the adoption of the following resolution:

RESOLUTION NO. N/A

RESOLUTION OF DECLARATION OF OFFICIAL INTENT WITH RESPECT TO
REIMBURSEMENT OF TEMPORARY ADVANCES MADE FOR CAPITAL EXPENDITURES TO
BE MADE FROM SUBSEQUENT BORROWINGS

WHEREAS, Treasury Regulation § 1.150-2 (the "Reimbursement Regulations"), issued pursuant to Section 150 of the Internal Revenue Code of 1986, as amended, (the "Code") prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of "bonds" under Section 150 of the Code ("Obligations") used to reimburse advances made for Capital Expenditures (as hereinafter defined) paid before the issuance of such Obligations may be deemed "spent" for purposes of Sections 103 and 141 to 150 of the Code and therefore, not further subject to any other requirements or restrictions under those sections of the Code; and

WHEREAS, such Reimbursement Regulations require that an Issuer (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure paid prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after payment of the Capital Expenditure and further require that any Reimbursement Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any such Reimbursement Allocation must be made no later than three years after such Capital Expenditure was paid; and

WHEREAS, the County of Belmont, Ohio (the "County") wishes to ensure compliance with the Reimbursement Regulations;

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

Section 1. Definitions. The following definitions apply to the terms used herein:

"Allocation" means written evidence that proceeds of Obligations issued subsequent to the payment of a Capital Expenditure are to reimburse the Issuer for such payments. "To allocate" means to make such an allocation.

"Capital Expenditure" means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as any costs of issuing Reimbursement Bonds.

"Declaration of Official Intent" means a written declaration that the Issuer intends to fund Capital Expenditures with an issue of Reimbursement Bonds and reasonably expects to be reimbursed from the proceeds of such an issue.

"Issuer" means either a governmental unit that is reasonably expected to issue Obligations, or any governmental entity or 501(c)(3) organization that is reasonably expected to borrow funds from the actual issuer of the Obligations.

"Reimbursement" means the restoration to the Issuer of money temporarily advanced from other funds, including moneys borrowed from other sources, of the Issuer to pay for Capital Expenditures before the issuance of Obligations intended to fund such Capital Expenditures. "To reimburse" means to make such a restoration.

"Reimbursement Bonds" means Obligations that are issued to reimburse the Issuer for Capital Expenditures, and for certain other expenses permitted by the Reimbursement Regulations, previously paid by or for the Issuer.

"Reimbursement Regulations" means Treasury Regulation § 150-2 and any amendments thereto or superseding regulations, whether in proposed, temporary or final form, as applicable, prescribing conditions under which the proceeds of Obligations may be allocated to reimburse the Issuer for Capital Expenditures and certain other expenses paid prior to the issuance of the Obligations such that the proceeds of such Obligations will be treated as "spent" for purposes of Sections 103 and 141 to 150 of the Code.

Section 2. Declaration of Official Intent.

(a) The County declares that it reasonably expects that the Capital Expenditures described in Section (b), which were paid no earlier than sixty days prior to the date hereof, or which will be paid prior to the issuance of any Obligations intended to fund such Capital Expenditures, will be reimbursed with the proceeds of Obligations, representing a borrowing by the County in the maximum principal amount, for such Reimbursements, of \$1,000,000; and

(b) The Capital Expenditures to be reimbursed are expected to be advanced from the County's General Fund (oil and gas), and are to be used for projects at the County's Courthouse Plaza, including but not limited to, the redevelopment of the existing County Courthouse Plaza and steps on East Main Street, upgraded bicycle and pedestrian connectivity, improvements to ADA accessibility, enhancements to access to vital services and historic sites, concrete walks, concrete steps, retaining walls, drainage upgrades, landscaping upgrades, lighting upgrades and pavement markings, and all necessary appurtenances thereto, provided by an anticipated tax-exempt financing.

Section 3. Reasonable Expectations. The County does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by the County or any other entity, with respect to the Capital Expenditures for the purposes described in Section 2(b).

Section 4. Open Meeting. It is found and determined that all formal actions of this Board of County Commissioners of the County concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

Commissioner Gianangeli seconded the resolution, and the roll being called upon the question of its adoption the vote resulted as follows:

AYES: Commissioner Echemann Commissioner Gianangeli Commissioner Dutton

NAYS: _____

ADOPTED, this 1st day of April 2026.

Bonnie Zuzak /s/

Clerk
Board of County Commissioners
County of Belmont, Ohio

CERTIFICATE OF CLERK

I hereby certify that the foregoing is a true and correct copy of a resolution adopted on April 1, 2026.

Bonnie Zuzak /s/
Clerk
Board of County Commissioners
County of Belmont, Ohio

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION ESTABLISHING
CAPITAL PROJECTS IMPROVEMENT FUND FOR
SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the following Resolution:

Pursuant to Ohio Revised Code Section 5705.13(C), the Board of Belmont County Commissioners has deemed it necessary to establish a Capital Projects Improvement Fund for Senior Services of Belmont County; and

WHEREAS, this fund shall accumulate an amount of Senior Services of Belmont County carryover fund revenue, said amount to be determined by the Board of County Commissioners, for the purpose of capital assets needed for operations, constructing protected areas for vehicles and building entrances and improving and maintaining the buildings and grounds at Oakview Drive, Flushing Senior Center and St. Clairsville Senior Center; and

WHEREAS, this fund can only be used for the purposes described pursuant to all other laws and regulations related to expenditures, normally the Ohio Revised Code; and

WHEREAS, this fund may be rescinded at any time by resolution and money that has accumulated in the fund shall be transferred to the fund or funds from which the money was originally transferred; and

WHEREAS, money shall not be accumulated in this fund for more than ten (10) years and, if not used after ten (10) years, the fiscal officer shall transfer all money in the fund to the fund or funds from which that money originally was transferred or the fund that originally was intended to receive the money.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AGREEMENT BY AND
BETWEEN THE BOARD OF COMMISSIONERS OF BELMONT COUNTY,
ACTING FOR THE BELMONT COUNTY WATER AND SEWER DISTRICT
AND THE CITY OF ST. CLAIRSVILLE**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the agreement by and between the Board of Commissioners of Belmont County, Ohio acting for the Belmont County Water and Sewer District and the City of St. Clairsville, Ohio; The City will provide the District with a 6” water connection to the City’s 8” waterline in the Common’s Mall Crossing area.

Note: The District will pay the City for water at the City’s prevailed rates to regular customers. This agreement may be terminated by mutual agreement between both parties.

Agreement
Belmont County Water & Sewer District
And
City of St. Clairsville

This Agreement made and entered into this 1st day of April 2026 by and between the Board of Commissioners of Belmont County, Ohio acting for the Belmont County Water & Sewer District in Belmont County, Ohio, hereinafter referred to as the “District”, and the City of St. Clairsville, Ohio, herein after referred to as the “City”.

WITNESSETH:

Whereas, the District is organized and established under the provisions of Chapter 6117 of the Revised Code of Ohio and owns its distribution system and other necessary facilities thereto; and

Whereas, the City wishes to provide the District with a 6” water connection to the City’s 8” waterline in an area specified below; and

Now, therefore, it is mutually agreed between the District and the City as follows:

- FIRST: The City will furnish water to the District from the City’s system of the same quality that the City supplies to other consumers.
- SECOND: Water will be delivered by the City to the District at the primary location of Commons Mall Crossing (CR#29) St. Clairsville, OH (enclosed location map).
- THIRD: The City will install all infrastructure herein to connect the City’s eight-inch water main to the District’s six-inch water main at a place mutually agreed to by the parties. The City will maintain ownership, operation, and maintenance responsibilities up to and including the water meter and meter pit. The District will then maintain ownership, operation, and maintenance responsibilities beyond the meter pit. The parties agree all work will meet applicable local, county, state standards and will be completed in a workmanlike manner.
- FOURTH: The employees and/or agents of the District and City will have the right to make periodic checks at reasonable hours to ascertain whether or not said master meter is functioning properly. If the meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to failure, unless the District and the City shall agree upon a different amount.
- FIFTH: The District agrees to pay the City for water at the City’s prevailed rates to regular customers.
- SIXTH: This agreement may be terminated by mutual agreement between both parties.
- SEVENTH: This contract is subject to such rules, regulations, or laws as may be applicable to similar Agreements in the State of Ohio and is binding on the successors to the parties hereto.

THIS AGREEMENT is executed by the Commissioners of Belmont County, Ohio for Belmont County Water & Sewer District of Belmont County, Ohio, pursuant to a resolution duly adopted at a meeting held on the 1st day of April 2026 and is likewise executed by the duly authorized officials of the City.

WITNESSES:

BELMONT COUNTY WATER & SEWER
DISTRICT OF BELMONT COUNTY OHIO
Jerry Echemann /s/
Vince Gianangeli /s/

Bonnie Zuzak /s/
Bonnie Zuzak /s/

April 1, 2026

WITNESSES:

Joseph A. Vavra /s/

J. McMillen /s/

J. P. Dutton /s/

BOARD OF BELMONT COUNTY COMMISSIONERS
CITY OF ST. CLAIRSVILLE

Kathryn Thalmsn /s/

Mayor

Scott Harvey /s/

Director of Services

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE RETAINER AGREEMENT
WITH THE LAW FIRM OF NAPOLI SHKOLNIK, ON BEHALF OF
THE BELMONT COUNTY WATER AND SEWER DISTRICT/PFAS**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the Retainer Agreement with the Law Firm of Napoli Shkolnik, on behalf of the Belmont County Water and Sewer District, to prosecute any legal claim for negligence against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages arising out of contamination of water supplies and wastewater by per- and polyfluoroalkyl substances (PFAS).

Note: The Law Firm shall be paid 25% or such other sum as is approved by the Court, whichever is lower, of the sum recovered. The county will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.



RETAINER AGREEMENT

**THIS CONTRACT IS SUBJECT TO ARBITRATION
UNDER THE FEDERAL ARBITRATION ACT AND
THE STATE OF OHIO GENERAL ARBITRATION STATUTE**

The Belmont County Water District (PWS # OH-0700412) of Belmont County, Ohio, by and through the Board of County Commissioners of Belmont County, Ohio, retains the Law Firm of Napoli Shkolnik, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our citizens arising out of the contamination of water supplies and wastewater by per- and polyfluoroalkyl substances (PFAS), 1-4 Dioxane, plastics, microplastics, landfills and other hazardous water contaminants and to pursue any viable claims under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). We specifically agree as follows:

1. FEE PERCENTAGE: Client and Law Firm agree that the Law Firm shall be paid Twenty-Five Percent (25%), or such other sum as is approved by the Court, whichever is lower, of the sum recovered, whether by suit, settlement or otherwise. Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.

2. DISBURSEMENTS: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

3. COMPUTATION OF FEES. The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is



deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	\$100.00
25% Attorney's Fee	\$ 25.00
Net settlement	\$ 75.00
Disbursements	-\$ 10.00
Net to Client	\$ 65.00

4. CONTINGENCY FEE PAYMENT SCHEDULE: As set forth above, the Client agrees to pay the Attorney a contingency fee for legal services rendered upon settlement or conclusion of the matter. If the payments to the Client are not a single lump payment but to be paid over a period of time i.e. "installment payments", such Attorney Contingency Fees will be paid in full from the first installment, or installments paid by Defendant(s). If the initial payment is insufficient to fund the full amount of Attorney's Fees due then in subsequent payments by the Defendant(s), any additional amounts recovered or received annually, the Attorney shall have the right to collect the agreed-upon contingency fee from those subsequent amounts recovered or received from the Defendant or any QSF administrator first. Irrespective of the method of payment i.e., lump sum or installment, the amount of Attorney Fees shall not exceed the contingency amount as set forth herein. To the extent this Amendment differs from the original retainer this Amendment shall control.

5. WITHDRAWAL: The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

6. APPEALS: The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

7. STATUTE OF LIMITATIONS: We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the





exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

8. FINANCING OF CASE: If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

9. RESULTS NOT GUARANTEED: No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

10. APPROVAL NECESSARY FOR SETTLEMENT: Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

11. ASSOCIATION OF OTHER ATTORNEYS: The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

12. ASSOCIATE COUNSEL: The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

13. OHIO OR APPLICABLE LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of Ohio or applicable law and the rights, duties, and obligations of Client and of Attorneys



regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Ohio or applicable law.

14. NONBINDING ARBITRATION: Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by non-binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in Ohio. This arbitration provision shall be enforceable in either federal or state court in OHIO pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Court of competent jurisdiction in the State of Ohio.

15. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

16. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further Commonwealth that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS 1ST day of APRIL,
2026



THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE OHIO GENERAL ARBITRATION STATUTE

BELMONT COUNTY BOARD OF COMMISSIONERS

NAPOLI SHKOLNIK,

By: Jerry Echemann

x Vince Gianangeli x NPQD

HANK NAUGHTON, PARTNER

Printed Name JERRY ECHEMANN
Email Address: VINCE GIANANGELI
J. P. DUTTON

Title: PRESIDENT
VICE-PRESIDENT
MEMBER

Address: 101 W. MAIN STREET
ST. CLAIRSVILLE, OH 43950

Phone: 740-699-2151

APPROVED AS TO FORM:

[Signature]
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**UNDERSTANDING BETWEEN THE PUBLIC CHILDREN SERVICES ASSOCIATION
OF OHIO AND BELMONT COUNTY JOB AND FAMILY SERVICES**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the Memorandum of Understanding between the Public Children Services Association of Ohio and Belmont County Job and Family Services to implement the Practice in Action Together (PACT) to further the county's work of elevating healing, strengthening relationships among caseworkers and families served, and aligning the organization's culture and practice to the PACT model values and behaviors.

DocuSign Envelope ID: 42AD444E-53A4-40F1-9D2A-2AB1E0EB6B83



Safe Children, Stable Families, Supportive Communities

PACT Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made and entered into as of March 1, 2026 (Effective Date), by and between Public Children Services Association of Ohio, a nonprofit corporation organized under the laws of the State of Ohio ("PCSAO"), and Belmont County Job and Family Services, a governmental entity organized under the laws of Ohio ("County PCSA"). PCSAO and County PCSA are sometimes referred to individually as a Party and collectively as the Parties.

PCSAO is a membership-driven association of Ohio's county Public Children Services Agencies that advocates for sound public policy, promotes program excellence, and builds public value for safe children, stable families, and supportive communities.

In furtherance of Parties' respective missions, the Parties wish to work together and collaborate with each other to implement Practice in Action Together (PACT) to further the County PCSA's work of elevating healing, strengthening relationships among caseworkers and families served, and aligning the organization's culture and practice to the PACT model values and behaviors.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Collaboration. During the Term of this MOU, the Parties shall work together to implement PACT in a manner consistent with the model values and guiding principles. The approach and strategies utilized to install and implement PACT are dependent upon local ownership of decision making, identifying areas for practice improvement, and building working partnerships with Family Ambassadors. PCSAO honors the County PCSA as the expert on their local culture, beliefs, and experiences and the primary function of PCSAO is to serve as a facilitator and technical assistance provider to support practice improvement efforts driven at the local County PCSA level.

2. Oversight and Evaluation.

2.1. Collaboration Oversight. The Parties shall meet regularly throughout the term of the MOU to provide their expertise and input into the Collaboration, including the implementation and evaluation of PACT. PCSAO shall be responsible for scheduling and facilitating collaborative meetings across County PCSA sites to support shared learning among agencies implementing PACT.

2.2. Operations. In consultation with PCSAO, County PCSA shall be responsible for managing the day-to-day operations of PACT in their agency. PCSAO shall be responsible for statewide coordination of training, meetings, technical assistance, and consultation.

2.3. Evaluation and Data. PCSAO maintains a contract with a third-party research and evaluation partner, Kaye Implementation & Evaluation (KI&E), to support the collection of data from families served by the County PCSA and to measure the outcomes achieved through PACT evaluation. The Parties agree to work together to co-design data collection methods to align with the PACT evaluation plan and to support the County PCSA efforts to improve their understanding of how families experience their services and identify areas for practice improvement. In addition to local evaluation and data efforts, County PCSA agrees to participate in statewide evaluation efforts designed to demonstrate the outcomes achieved through PACT implementation. The Parties agree to jointly decide on and explicitly document ownership of data collected based on the scope, scale, and purpose of each individual evaluation process. PCSAO

agrees to obtain consent from the County PCSA prior to utilizing any data for reporting or communication purposes.

3. County PCSA Responsibilities.

3.1. Implementation Requirements. To participate in PACT, County PCSA agrees to work to meet the implementation requirements outlined in the PACT Installation Manual and to fulfill the following roles and responsibilities.

3.1.1. Leadership. County PCSA leadership will attend and contribute to the Leadership Affinity Group and Cross-County Cluster meetings to assist with shared learning and to provide peer-to-peer coaching and technical assistance across implementation cohorts.

3.1.2. Local Advisory Group. County PCSA agrees to develop, maintain, and support a Local Advisory Group comprised of staff and Family Ambassadors, responsible for driving practice improvement to align with PACT values and behaviors. The Local Advisory Group serves as an advisory group to County PCSA. The Local Advisory Group will develop a Local Charter to provide governance structure relating to their membership, meeting frequency, decision making authority, and specific roles and responsibilities for members of the Group. The Local Charter shall be reviewed and updated on an annual basis.

3.1.3. Local Facilitator. County PCSA will identify at least one (1) staff member to serve as the Local Facilitator responsible for coordinating and running Local Advisory Group meetings on a regular basis. Additional Local Advisory Group roles can be identified and modified within the Local Charter.

3.1.4. Family Ambassadors. County PCSA agrees to recruit, prepare, and support families with diverse lived experience to serve on the Local Advisory Group. Individuals should represent families of origin, foster/adoptive parents, kinship caregivers, and young adults who experienced foster care as youth. County PCSA shall provide compensation to Family Ambassadors with funding identified at the local level at a rate agreed to by County PCSA leadership. A process for tracking involvement and fulfilling payment to Family Ambassadors shall be developed and utilized by the County PCSA.

3.2. Implementation. County PCSA is responsible for installing and implementing PACT as outlined in the PACT Installation Manual. Provided the collaborative nature of the PACT model and implementation strategies, County PCSA agrees to share successes and challenges related to practice improvement strategies, tools, and methods.

3.3. Shared Learning Opportunities. As appropriate, County PCSA may invite PCSAO to participate in joint learning sessions, convenings, trainings, and other meetings held or sponsored by County PCSA to inform strategies that support the implementation of PACT.

3.4. Fiscal Responsibility. County PCSA agrees to contribute \$10,000 to PCSAO to support the 2026 PACT implementation and technical assistance budget. County PCSA also agrees to work collaboratively across cohort sites in Q3 and Q4 of 2026 to develop a shared ownership approach to identifying budget expenses, priorities, and funding strategies for the 2027 PACT budget.

3.5. Decision Making Responsibility. County PCSA acknowledges and affirms that it retains sole control and responsibility for all decisions, recommendations, and endorsements it makes. PCSAO and its contractors make recommendations only and do not promise or guarantee any specific result.

DocuSign Envelope ID: 42AD444E-53A4-40F1-9D2A-2AB1E0EB6B83

PCSAO shall not have any liability, monetary or otherwise, to County PCSA or any other person or entity for any actions or results that occur related to recommendations to County PCSA by PCSAO.

4. PCSAO Responsibilities.

4.1. Staffing. In addition to ongoing consultation and collaborative support for PACT, provided by a lead(s) identified by PCSAO, PCSAO staff shall work with County PCSA to support, implement, and evaluate PACT.

4.2. Technical Assistance and Affinity Groups. PCSAO shall provide or procure technical assistance to support PACT. PCSAO is responsible for coordinating shared learning and support across County PCSAs implementing PACT and will facilitate Affinity Groups to support leaders, Local Facilitators, supervisors, and Family Ambassadors.

5. Records.

5.1. Media. County PCSA agrees that any media produced pursuant to this MOU will become the joint property of PCSAO and County PCSA. This includes all documents, reports, data, photographs (including negatives), and electronic reports and records. County PCSA and PCSAO will maintain the unrestricted right to reproduce, distribute, modify, maintain, and use the media in any way deemed appropriate. County PCSA further agrees not to seek or obtain copyright, patent or other proprietary protection for any materials or items produced under this MOU. County PCSA understands that all materials and items produced under this MOU will be made freely available to the public unless PCSAO and County PCSA determine that certain materials are confidential under federal or state law.

5.2. Proprietary Information. County PCSA information that is proprietary and has been specifically identified by County PCSA as proprietary will be held as confidential by PCSAO. Proprietary information is information that would put County PCSA at a competitive disadvantage in County PCSA's marketplace and trade if it were made public. PCSAO reserves the right to require reasonable evidence of County PCSA's assertion of the proprietary nature of any information. The provisions of this section are not self-executing. County PCSA must demonstrate that any information claimed as proprietary meets the definition of "trade secrets" found at ORC 1333.61.

5.3. Litigation Hold. County PCSA agrees to retain all records in accordance to any litigation holds that are provided to them by PCSAO and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require County PCSA to keep the records longer than the approved records retention schedule. County PCSA will be notified by PCSAO when the litigation hold ends, and retention can resume based on the County PCSA approved records retention schedule. If County PCSA fails to retain the pertinent records after receiving a litigation hold from PCSAO, County PCSA agrees to pay all costs associated with any cause, action or litigation arising from such destruction.

6. Term and Termination.

6.1. Term. This MOU shall commence upon the Effective Date and shall continue until December 31, 2026 (Term), unless sooner terminated under Section 6.9 of this MOU or modified/amended pursuant to a written agreement of the Parties as specified in Section 11.9 of this MOU.

6.2. Termination. Notwithstanding the Term, either Party may terminate its participation in PACT and this MOU at any time during the Term by giving thirty (30) business days' advanced written notice to the other Party. In the event this MOU is terminated by either or both parties, funding contributed to the statewide PACT technical assistance and support budget will not be returned to County PCSA.

7. Confidentiality

7.1. Confidential Information. In connection with the MOU, the Parties may share proprietary information and/or confidential information or materials regarding children, youth, or families relevant to the implementation of PACT, including but not limited to names, addresses, physical and mental health data, family history and like information (collectively, Confidential Information). Each Party warrants and agrees that, prior to sharing such Confidential Information: (a) it is authorized by law and/or has obtained the appropriate consent of the adult or minor and/or his/her legal representative to share such Confidential Information; and (b) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules, and regulations.

7.2. HIPAA. If applicable, the Parties hereby agree to current and ongoing compliance with Title 42, Sections 1320d through 1320d-8 of the United States Code (USC) and the implementing regulations found at Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations (CFR) regarding disclosure of Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

7.3. Personnel. The Parties acknowledge that access to the Confidential Information of, and interaction with any children, youth or families requires discretion and sensitivity. Each Party represents and warrants that its personnel who have such access or interaction have been screened through appropriate background checks and have no history to suggest that it would be potentially dangerous, harmful, or otherwise inappropriate for such personnel to assume the assigned responsibilities.

8. Nondiscrimination Policy. No person shall be denied benefits or be discriminated against on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation, or belief in any PACT activity.

9. Intellectual Property and Communication Standards.

9.1. Program Materials. In furtherance of PACT, the Parties may produce materials, including but not limited to implementation tools, research instruments, published reports, or papers (Program Materials). Each Party shall have the right to use Program Materials for non-commercial purposes without the consent of or any obligation to pay or account to the other Party.

9.2. Prior Approval. Prior to publication or other dissemination, PCSAO and County PCSA shall both review and approve Program Materials.

9.3. Acknowledgement. PCSAO and County PCSA shall include a statement acknowledging the collaborative contributors (Acknowledgement) on all Program Materials, published in any form and/or in any medium (e.g., reports and papers, flyers, programs, promotional materials, media references, websites).

9.4. Use of PACT Logo. County PCSA may include the PACT logo in its written materials, publications, and productions. The County PCSA does not need to request permission from PCSAO to use the PACT logo on such materials if the content relates to the program.

10. Insurance and Liability.

10.1. Insurance. Parties agree to maintain insurance with sufficient limits for the nature of the products or services they are providing. Upon request, each Party shall provide the other with certificates of insurance.

10.2. Negligence of Parties. To the fullest extent permitted by law, County PCSA agrees to be responsible for its own liability, judgments and costs directly relating to any and all acts of negligence by County PCSA, its agents, and/or its employees. To the fullest extent permitted by law, PCSAO agrees to be responsible for its own liability, judgments, and costs directly relating to any and all acts of negligence by PCSAO, its agents, and/or its employees. The Parties expressly intend to allow for the full recovery of all damages and remedies otherwise available for negligence actions under Ohio law under this provision of the MOU.

10.3. Liability. To the extent allowable by law, County PCSA agrees to hold PCSAO harmless in any and all claims for personal injury, property damage, and/or infringement resulting from Grant activities.

11. General.

11.1. Applicable Law. This MOU shall be governed by and construed under the laws of the State of Ohio without reference to its conflicts of law principles.

11.2. Separate Entities. By entering into this MOU, the Parties do not intend to create a Joint-Employer relationship. This MOU shall not create the relationship of employer and employee, a partnership, agency, joint venture, or other relationship between any or all of the Parties. Each Party shall be solely liable for the wages, employment taxes, fringe benefits, unemployment compensation, workers compensation, work schedules, and work conditions of its employees, representatives, agents, and subcontractors, and shall indemnify, defend, and hold the other Parties harmless from any claim or loss relating to the same.

11.3. Notices. All notices or other communications shall be in writing and delivered to the address indicated on this MOU. Such address may be changed by written notice to the other Party.

11.4. Debarment. Both Parties represent and warrant that they are not debarred from consideration for contract awards by any governmental agency.

11.5. Subcontracting. The County PCSA shall not delegate the performance of its obligations under this MOU (Subcontract) to any other person or entity without prior written approval from PCSAO.

11.6. Assignment. Neither Party shall assign this MOU or its interest therein without the other Party's prior written consent. Any purported assignment in violation of this Section shall be null and void. This MOU is binding upon and inures to the benefit of the Parties and their successors and permitted assignees.

11.7. No Third-Party Beneficiaries. Nothing in this MOU, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this MOU as third-party beneficiaries or otherwise. The terms and conditions of this MOU are for the sole and exclusive benefit of the Parties to this MOU.

11.8. Entire Agreement/Modification. This document, including all attachments, contains the entire agreement of the Parties regarding the subject matter described in this MOU, and all other promises, representations, understandings, arrangements, and prior agreements are merged into and superseded by this MOU. This MOU may only be modified by a written agreement of the Parties signed by an authorized representative of each Party.

11.9. No Interpretation against Drafter. The terms and conditions of this MOU were negotiated by the Parties and any rule that inconsistencies or ambiguities are to be construed against the

Docusign Envelope ID: 42AD444E-53A4-40F1-9D2A-2AB1E0EB6B83

drafter shall not apply.

11.10. Waiver. The failure by any Party to insist upon strict performance by a party of any provision of this MOU shall not operate or be construed as a subsequent waiver of that or any other provision by the other Party or parties.

11.11. Severability. If any term, provision, clause, or item of this MOU is declared to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the term, provision, clause, or item should be reformed (if possible, or severed if not) to give maximum effect to the intentions of the Parties, and the remaining portions of the MOU shall be enforced to give effect to the Parties' intentions to the maximum extent possible.

11.12. Survival. The conditions, obligations and warranties contained in this MOU that by their nature or that the Parties intend to survive the completion of the performance of the MOU, shall survive the expiration or termination of the MOU.

11.13. Counterparts. For the convenience of the Parties, this MOU may be executed, delivered, and received in counterpart originals, including by means of facsimile or email transmission, and such counterparts, taken together, shall constitute a single instrument.

THE REST OF THIS MOU WAS INTENTIONALLY LEFT BLANK.

Docusign Envelope ID: 42AD444E-53A4-40F1-9D2A-2AB1E0EB6B83

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

Signed by:

<u>Jeffery L. Felton</u>	<u>3/26/2026</u>
Jeffery L. Felton, Director	Date
Belmont County Job and Family Services	
68145 Hammond Rd.	
St. Clairsville, Ohio 43950	
EIN: 34-6000236	

Signed by:

<u>Angela Sausser</u>	<u>3/26/2026</u>
Angela Sausser, Executive Director	Date
Public Children Services Association of Ohio	
175 South Third Street, Suite 1150	
Columbus, OH 43215	
Employer ID Number: 31-0996612	

<u>Jerry Echemann</u>	<u>4/1/24</u>
Jerry Echemann, Belmont County Commissioner	Date

<u>Vince Gianangeli</u>	<u>4/1/24</u>
Vince Gianangeli, Belmont County Commissioner	Date

<u>J.P. Dutton</u>	<u>4/1/24</u>
J.P. Dutton, Belmont County Commissioner	Date

Approved as to form:

<u>Terry L. Schultz, Jr.</u>	<u>3/26/2026</u>
T.J. Schultz, Assistant Prosecutor	Date

Upon roll call the vote was as follows:

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

Jeff Felton, DJFS Director, said Belmont County is one of six counties that applied to be a practice model. It is the best model to service clients better. They are working on better relationships with the clients and are getting good feedback.

IN THE MATTER OF APPROVING A LAND USE AGREEMENT
WITH NEFFS ROD AND GUN CLUB/GREEN SPACE PROPERTY

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign a **Land Use Agreement** with Neffs Rod and Gun Club for Parcels #26.01287.000, 26.02790.000, 26.02793.000, 26.02801.000, 26.02802.000, 26.02810.000, 26.02811.000, 26.02812.000 and 26.02813.000, located in Neffs, OH, in the amount of \$1.00 per year, effective April 1, 2026 through December 31, 2026; the lease shall then automatically renew on an annual basis.

LAND USE AGREEMENT

This Lease is made this April 1, 2026, between The Belmont County Commissioners, whose address is 101 West Main Street, St. Clairsville, OH 43950 ("Landlord"), and Neffs Rod and Gun Club, whose address is PO Box 376, Neffs, OH 43940 ("Tenant").

1. **PROPERTY.** Landlord leases to Tenant, on the terms and conditions set forth below, the Property located and described as follows (the "Property"): 26.01287.000 65145 Angel Row, Neffs, OH, 26.02790.000 64889 Giffen St, Neffs, OH, 26.02793.000 64889 Giffen St., Neffs, OH, 26.02801.000 Giffen St., Rear, Neffs, OH, 26.02802.000 54164 Church Alley, Neffs, OH, 26.02810.000, 64951 Giffen St., Neffs, OH, 26.02811.000 64951 Giffen St., Neffs, OH, 26.02812.000 Giffen St. Rear, Neffs, OH, 26.02813.000 Giffen St., Rear, Neffs, OH,
2. **TERM.** The term of this Lease shall initially begin on the date the lease is fully executed and expiring on December 31, 2026. The lease shall then automatically renew on an annual basis. Landlord or Tenant may terminate this Lease at any time and for any reason, upon 30 days written notice to the other party.
3. **RENT.** Tenant shall pay as rent for the Property the sum of one dollar (\$1.00) per year. The rent shall be due upon the signing of the lease and thereafter, the rent shall be paid by January 15th of each year to Landlord at its address set forth above or at such other place as Landlord may designate. If the rent is not paid within 5 days of the due date, the rent shall be deemed late.
4. **USE.** The Property can only be used for purposes compatible with open space, recreational, wetlands or proper floodplain management policies and practices, consistent with 44 CFR 80.19. **The Tenant shall only use the Property as additional yard space.**

In its use of the Property, Tenant shall comply with all applicable laws; shall commit no waste; shall not unreasonably interfere with the operations of Landlord or neighboring owners or tenants; shall make no alterations or improvements to the Property which are inconsistent with this lease; and shall not permit any liens to attach to the Property or Tenant's interest in this Lease. All rules set forth in the NMGP grant for open space management and maintenance will be followed, a copy of which rules are attached hereto and incorporated herein.

No structures shall be erected without authorization of the County Commissioners and County Floodplain Coordinator, and the structures erected shall be in compliance with all applicable federal, state and local laws, rules and regulations, and must be compatible with uses for open space, recreational, wetlands or proper floodplain management policies and practices.

No Commercial use of property.

The Landlord retains all mining, mineral, gas and oil surface and land rights.

5. **MAINTENANCE.** Tenant acknowledges that the Property is now in good repair and accepts the same in their present condition throughout the term of this Lease, and shall provide snow removal, mowing, sweeping, and similar maintenance. Tenant shall keep the lawns nicely mowed and at a height no greater than 7-inches. Notwithstanding anything to the contrary in this Paragraph 5, Tenant shall pay for any repairs and maintenance caused by the negligence or wrongful acts of the Tenant or its agents or employees, but excepting any damages waived by Landlord under Paragraph 8.
6. **INSURANCE.** Tenant shall maintain liability insurance with respect to their use of the Property and shall name the Belmont County Commissioners as an additional insured. Certificates of Tenant's insurance shall be furnished to Landlord and shall contain provisions prohibiting cancellation without 30 days' written notice to the Landlord. The Tenant's minimum insurance shall be \$1,000,000 single limit liability per occurrence.
7. **INDEMNITY.** Except to the extent liability is waived under Paragraph 8, Tenant shall indemnify and hold Landlord harmless against any and all claims, liabilities, damages and losses, including expenses incidental to the defense of same, resulting from injury or death of any person or damage to property occurring on or about the Property, unless caused by the negligent acts of Landlord. In addition, Tenant shall indemnify and hold Landlord harmless against any claims, liabilities, damages, losses or expenses resulting from the release of hazardous substances, hazardous wastes or petroleum products on or from the Property or other violations of applicable environmental laws occurring during the term of this Lease. This indemnity shall survive the expiration or termination of this Lease.
8. **MUTUAL WAIVER OF LIABILITY.** Neither Landlord nor Tenant shall be liable for any damage to the property of the other caused by fire or other peril (a) covered by insurance maintained by the other party or (b) usually covered by a special form policy of property insurance, and each party releases the other from all liability for such damage including any subrogation claims of any insurer. This provision shall apply regardless of the negligence of the other party and shall not be limited by the amount of insurance coverage.
9. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or sublet the Property in whole or in part.
10. **DEFAULT.** If Tenant defaults in the payment of rent or in the performance of any of their obligations under this Lease, and if the default is not cured within ten (10) days after written notice to Tenant of the default, Landlord may terminate Tenant's right of possession, in which event Tenant shall immediately surrender the Property to Landlord. If Tenant fails to so surrender the Property, Landlord may, without prejudice to any other remedies, peaceably enter and take possession of the Property. At any time during which Tenant is in default, Landlord may terminate this lease, without obligation to do so. Nothing contained in this Paragraph shall be deemed a limitation upon any remedies available to Landlord at law or in equity.
11. **TENANTS PROPERTY.** All property placed or maintained on the Property shall be at Tenant's sole risk, and Landlord shall not be liable for any loss or damage to such property from any cause whatsoever. In the event of a termination of this Lease, any and all improvements to the property shall remain with the property, with no right of reimbursement to Tenant.
12. **ENTRY AND INSPECTION.** Landlord retains the right to enter and inspect the Property at any time to insure compliance with federal, state and local laws, rules and regulations.
13. **SURRENDER.** Upon expiration of this Lease, Tenant shall surrender the Property in as good condition as received, normal wear and tear and damage due to casualty excepted. Any property which Tenant fails to remove prior to the expiration or termination of this Lease shall be deemed abandoned.
14. **TERMINATION OF LEASE.** In addition to the Landlord and Tenant rights to terminate this lease at any time, the Landlord and Tenant further agree the interests conveyed herein may not be inherited from a deceased Tenant, nor may the interests transferred pursuant to this lease be conveyed as pursuant to a sale of the adjacent land owned by the Tenant. In both instances, this lease shall terminate.
15. **NOTICES.** All notices required or permitted by this Lease shall be in writing and shall be addressed to the parties at their addresses first set forth above, or at such other address as either party may provide by giving written notice to the other. Any notice shall be effective on the earlier of (a) actual receipt, (b) three days after the notice is sent by certified mail, postage prepaid, addressed as set forth above, or (c) one day after the notice is sent by nationally recognized overnight courier service, addressed as set forth above.
16. **MISCELLANEOUS.** This Lease is the entire agreement of the parties and supersedes any prior negotiations. This Lease shall be binding upon and inure to the benefit of the parties. No waiver of any provision of this Lease shall be effective unless in writing, and

no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Lease shall be severable and the invalidity of one provision shall not affect any others.
SIGNED as of the date first written above.

LANDLORD:
Jerry Echemann /s/
Jerry Echemann, President
Belmont County Commissioners
TENANT: Billy Marinacci /s/
Print Name: Billy Marinacci
Treasurer, Neffs Rod and Gun Club

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING A LAND USE AGREEMENT

WITH CHAD AND LISA SMALLEY/GREEN SPACE PROPERTY

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign a **Land Use Agreement** with Chad and Lisa Smalley for Parcels #26.00703, 26.01467, 26.00701, 26.01406, 26.01256, located in Neffs, OH, in the amount of \$1.00 per year, effective April 1, 2026, through December 31, 2026; the lease shall then automatically renew on an annual basis.

LAND USE AGREEMENT

This Lease is made this April 1, 2026, between The Belmont County Commissioners, whose address is 101 West Main Street, St. Clairsville, OH 43950 ("Landlord"), and Chad and Lisa Smalley, whose address is 55851 Bel-Haven, Bellaire, OH, 43906 ("Tenant").

1. **PROPERTY.** Landlord leases to Tenant, on the terms and conditions set forth below, the Property located and described as follows (the "Property"): Parcel 26.00703, 26-01467, 26-00701, and 26-01256 located on Talbot Road, Neffs, Ohio and Parcel 26-01466, located on Talbot Road, Neffs, Ohio.
2. **TERM.** The term of this Lease shall initially begin on the date the lease is fully executed and expiring on December 31, 2026. The lease shall then automatically renew on an annual basis. Landlord or Tenant may terminate this Lease at any time and for any reason, upon 30 days written notice to the other party.
3. **RENT.** Tenant shall pay as rent for the Property the sum of one dollar (\$1.00) per year. The rent shall be due upon the signing of the lease and thereafter, the rent shall be paid by January 15th of each year to Landlord at its address set forth above or at such other place as Landlord may designate. If the rent is not paid within 5 days of the due date, the rent shall be deemed late.
4. **USE.** The Property can only be used for purposes compatible with open space, recreational, wetlands or proper floodplain management policies and practices, consistent with 44 CFR 80.19. **The Tenant shall only use the Property as additional yard space.**

In its use of the Property, Tenant shall comply with all applicable laws; shall commit no waste; shall not unreasonably interfere with the operations of Landlord or neighboring owners or tenants; shall make no alterations or improvements to the Property which are inconsistent with this lease; and shall not permit any liens to attach to the Property or Tenant's interest in this Lease. All rules set forth in the NMGP grant for open space management and maintenance will be followed, a copy of which rules are attached hereto and incorporated herein.

No structures shall be erected without authorization of the County Commissioners and County Floodplain Coordinator, and the structures erected shall be in compliance with all applicable federal, state and local laws, rules and regulations, and must be compatible with uses for open space, recreational, wetlands or proper floodplain management policies and practices.

No Commercial use of property.

The Landlord retains all mining, mineral, gas and oil surface and land rights.

5. **MAINTENANCE.** Tenant acknowledges that the Property is now in good repair and accepts the same in their present condition throughout the term of this Lease, and shall provide snow removal, mowing, sweeping, and similar maintenance. Tenant shall keep the lawns nicely mowed and at a height no greater than 7-inches. Notwithstanding anything to the contrary in this Paragraph 5, Tenant shall pay for any repairs and maintenance caused by the negligence or wrongful acts of the Tenant or its agents or employees, but excepting any damages waived by Landlord under Paragraph 8.
6. **INSURANCE.** Tenant shall maintain liability insurance with respect to their use of the Property and shall name the Belmont County Commissioners as an additional insured. Certificates of Tenant's insurance shall be furnished to Landlord and shall contain provisions prohibiting cancellation without 30 days' written notice to the Landlord. The Tenant's minimum insurance shall be \$1,000,000 single limit liability per occurrence.
7. **INDEMNITY.** Except to the extent liability is waived under Paragraph 8, Tenant shall indemnify and hold Landlord harmless against any and all claims, liabilities, damages and losses, including expenses incidental to the defense of same, resulting from injury or death of any person or damage to property occurring on or about the Property, unless caused by the negligent acts of Landlord. In addition, Tenant shall indemnify and hold Landlord harmless against any claims, liabilities, damages, losses or expenses resulting from the release of hazardous substances, hazardous wastes or petroleum products on or from the Property or other violations of applicable environmental laws occurring during the term of this Lease. This indemnity shall survive the expiration or termination of this Lease.
8. **MUTUAL WAIVER OF LIABILITY.** Neither Landlord nor Tenant shall be liable for any damage to the property of the other caused by fire or other peril (a) covered by insurance maintained by the other party or (b) usually covered by a special form policy of property insurance, and each party releases the other from all liability for such damage including any subrogation claims of any insurer. This provision shall apply regardless of the negligence of the other party and shall not be limited by the amount of insurance coverage.
9. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or sublet the Property in whole or in part.
10. **DEFAULT.** If Tenant defaults in the payment of rent or in the performance of any of their obligations under this Lease, and if the default is not cured within ten (10) days after written notice to Tenant of the default, Landlord may terminate Tenant's right of possession, in which event Tenant shall immediately surrender the Property to Landlord. If Tenant fails to so surrender the Property, Landlord may, without prejudice to any other remedies, peaceably enter and take possession of the Property. At any time during which Tenant is in default, Landlord may terminate this lease, without obligation to do so. Nothing contained in this Paragraph shall be deemed a limitation upon any remedies available to Landlord at law or in equity.
11. **TENANTS PROPERTY.** All property placed or maintained on the Property shall be at Tenant's sole risk, and Landlord shall not be liable for any loss or damage to such property from any cause whatsoever. In the event of a termination of this Lease, any and all improvements to the property shall remain with the property, with no right of reimbursement to Tenant.
12. **ENTRY AND INSPECTION.** Landlord retains the right to enter and inspect the Property at any time to insure compliance with federal, state and local laws, rules and regulations.
13. **SURRENDER.** Upon expiration of this Lease, Tenant shall surrender the Property in as good condition as received, normal wear and tear and damage due to casualty excepted. Any property which Tenant fails to remove prior to the expiration or termination of this Lease shall be deemed abandoned.
14. **TERMINATION OF LEASE.** In addition to the Landlord and Tenant rights to terminate this lease at any time, the Landlord and Tenant further agree the interests conveyed herein may not be inherited from a deceased Tenant, nor may the interests transferred pursuant to this lease be conveyed as pursuant to a sale of the adjacent land owned by the Tenant. In both instances, this lease shall terminate.

- 15. **NOTICES.** All notices required or permitted by this Lease shall be in writing and shall be addressed to the parties at their addresses first set forth above, or at such other address as either party may provide by giving written notice to the other. Any notice shall be effective on the earlier of (a) actual receipt, (b) three days after the notice is sent by certified mail, postage prepaid, addressed as set forth above, or (c) one day after the notice is sent by nationally recognized overnight courier service, addressed as set forth above.
- 16. **MISCELLANEOUS.** This Lease is the entire agreement of the parties and supersedes any prior negotiations. This Lease shall be binding upon and inure to the benefit of the parties. No waiver of any provision of this Lease shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Lease shall be severable, and the invalidity of one provision shall not affect any others.
SIGNED as of the date first written above.

LANDLORD:
Jerry Echemann /s/
 Jerry Echemann, President
 Belmont County Commissioners
 TENANT: Lisa Smalley /s/ Chad Smalley /s/
 Print Name: Lisa Smalley Chad Smalley

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-

Anita Petrella, J. B. Green Director said they have started clean-ups in the townships. They are still taking Styrofoam, and the electronics collection is going on until the end of April.

Belmont County Department of Job and Family Services Director Jeff Felton, Administrator Christine Parker, Administrator and staff members Aubrey Erbach, Jeff Edwards, Nickie Couch, Emily Cominsky, Jessica Cruse and Hope Romshak.

Re: Child Abuse Prevention Month Proclamation

Ms. Parker said they received 1,450 calls in 2025 which resulted in 454 investigations. The average number of children in custody is 59. Most of those children are in JFS custody. Currently there are 42 foster homes. Some of the children are in kinship placement. A new initiative has started called the Treatment Foster Home program. Ms. Parker said, "We have two homes that are officially with us, one in the works, and possibly another one. We're starting another program called Ohio Start, and that is for families that become involved with us due to having substance abuse disorders."

IN THE MATTER OF ADOPTING PROCLAMATION DESIGNATING APRIL AS CHILD ABUSE PREVENTION MONTH

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the proclamation designating April as Child Abuse Prevention Month.

*Proclamation
Recognizing*

"CHILD ABUSE PREVENTION MONTH"

WHEREAS, Belmont County recognizes each April as Child Abuse Prevention Month, and acknowledges that we must work together to increase awareness about child abuse and neglect; and
WHEREAS, every child deserves to feel safe, valued and protected; and
WHEREAS, Belmont County believes that the building of positive relationships with families will assist them to recover, heal and grow while recognizing their diverse needs; and
WHEREAS, effective child abuse prevention activities succeed because of the meaningful relationships and partnerships created between child welfare, education, health, community and faith-based organizations, businesses, law enforcement agencies and families; and
WHEREAS, in 2025, 1,450 calls were received in Belmont County from concerned community members which resulted in 454 investigations; and
WHEREAS, it takes a team of dedicated staff with compassion and commitment to intervene when necessary under the guidance of supportive leadership; and
NOW, THEREFORE, BE IT RESOLVED, by the Board of Belmont County Commissioners that they do hereby designate APRIL 2026 as "CHILD ABUSE PREVENTION MONTH" throughout the County of Belmont.
Adopted April 1, 2026

BELMONT COUNTY COMMISSIONERS
Jerry Echemann /s/
Vince Gianangeli /s/
J. P. Dutton /s/

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:12 A.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter executive session with Hannah Warrington, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation and employment of public employees.

Upon roll call the vote was as follows:

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

Crystal May, HR Administrative Assistant, present for a portion of executive session.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:59 A.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 11:59 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said there is one motion to be considered at this time.

IN THE MATTER OF APPROVING UNPAID LEAVE FOR NICOLLE BLOOM,

FULL-TIME DEPUTY CLERK/WESTERN COURT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve unpaid leave for Nicolle Bloom, full-time Deputy Clerk at Belmont County Western Divisional Court, effective March 30-31, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:00 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adjourn the meeting at 12:00 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 8th day of April 2026.

Jerry Echemann /s/ _____

Vince Gianangeli /s/ _____ COUNTY COMMISSIONERS

Bonnie Zuzak /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