

St. Clairsville, Ohio

February 11, 2026

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 \$1,239,822.79

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-A50.000 Budget Stabilization	E-0257-A015-A15.074 Transfers Out	\$350,000.00

S30 OAKVIEW JUV REHABILITAION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding Account	E-8010-S030-S55.010 Supplies	\$3,750.00
E-8010-S030-S67.004 Worker's Comp	E-8010-S030-S53.000 Medical	\$200.00
E-8010-S030-S67.004 Worker's Comp	E-8010-S030-S60.000 Maintenance	\$5,000.00

W81 D.R.E.T.A.C. PROSECUTORS

FROM	TO	AMOUNT
E-1510-W081-P01.002 Salaries	E-1510-W081-P04.003 Other Expenses	\$100.00

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 B00 DOG AND KENNEL FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1600-B000-B11.574 Transfers In	\$350,000.00

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENTS FUND

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$30,021.80

P53 SANITARY SEWER DISTRICT AND N14 SSD CAPITAL IMPROVEMENTS FUND

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9014-N014-N07.574	\$1,500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR

HOSPITALIZATION CHARGEBACKS FOR JANUARY 2026

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

Hospitalization Chargebacks for the month of January 2026

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	11,456.37
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	6,191.71
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	25,166.34
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	2,832.07
E-1510-W081-P07.006	DRETAC-PROSECUTOR	R-9891-Y091-Y01.500	616.07
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	810.86
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	1,572.21
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091-Y01.500	640.32
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	2,948.27
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	8,560.43
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00

E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	1,621.72
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	2,137.41
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	9,360.50
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	97,798.14
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	102,630.03
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	10,171.36
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,137.41
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	5,085.68
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	34,158.85
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	9,139.98
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	810.86
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	55,302.06
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	6,191.71
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	2,137.41
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	810.86
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	2,137.41
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	35,894.93
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	810.86
WATER DEPARTMENT			
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	51,409.35
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	14,505.21
COUNTY HEALTH			
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	6,375.11
E-2238-F090-F01.002	Public Health WorkForce (WF)	R-9891-Y091-Y01.500	364.89
E-2239-091-F01.002	Enhanced Operations (EO)	R-9891-Y091-Y01.500	0.00
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	2,023.21
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	373.95
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	854.52
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	1,638.24
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	492.84
E-2241-F093-F07.002	Adolescent Health Resil (AH)	R-9891-Y091-Y01.500	0.00
E-2243-F095-F07.002	Body Art	R-9891-Y091-Y01.500	51.86
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	0.00
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	2,335.32
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	231.41
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	0.00
JUV COURT/GRANTS			
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	1,621.72
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	2,137.41
E-400-M075-M04.000	Placement II	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	0.00
TOTALS			523,546.87

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to execute payment of Then and Now Certification dated February 11, 2026, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT AND INVESTMENT PORTFOLIO FOR THE MONTH OF JANUARY 2026

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

- Interest Report and Investment Portfolio for the months of January 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE MONTHLY FINANCIAL REPORT FOR JANUARY 2026

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

- Monthly Financial Report for the month of January 2026.

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: DJFS-Lisa Davis, Tanya Neal, Kim Rico and Mike Schlanz to Marietta, OH, on February 25-27, 2026, to attend the GRIT Days of Learning. Estimated expenses: \$2,276.80. Mike Schlanz, Lisa Davis, Tanya Neal and Kim Rico to Caldwell, OH, on March 4, 2026, to attend the Regional OMJ meeting. A county vehicle will be used for travel. Estimated expenses: \$200.00. Hope Romshak to Newark, OH, on March 27, 2026, to attend the Kinnect Training. A county vehicle will be used for travel. Estimated expenses: \$145.00.

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 February 4, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING JESSICA KOLLER, FULL-TIME ASSISTANT CLERK/PAYROLL/BELMONT COUNTY COMMISSIONERS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the hire of Jessica Koller as a full-time Assistant Clerk/Payroll for the Belmont County Commissioners, effective February 17, 2026.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING AUBREY ERBACH, FULL-TIME CHILDREN SERVICES CASE MANAGER/BCDJFS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the hire of Aubrey Erbach, full-time Children Services Case Manager at Belmont County Department of Job and Family Services, effective February 23, 2026.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM FEISLEY TREE FARMS/ANIMAL SHELTER

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to acknowledge receipt of a \$2,200.00 donation from Feisley Tree Farms to the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION ACKNOWLEDGING A NON-PRECEDENT SETTING SPECIAL ONE-TIME PAYMENT FOR ESSENTIAL NON-BARGAINING UNIT EMPLOYEES

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the following: WHEREAS, essential non-bargaining unit employees in the classifications of Dog Warden, Assistant Dog Warden, Kennel Staff, Head Registered Nurse, Registered Nurse and Licensed Practical Nurse, who worked on January 26, 2026, shall receive a special one-time, non-precedent setting payment of half (1/2) time for hours actually worked.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that the essential non-bargaining unit employees in the classifications mentioned above who actually worked on January 26, 2026, shall receive half (1/2) time for hours worked on that date.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Belmont County, Ohio, this 11th day of February, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF DEDICATION FOR]
CRICKET DRIVE SUBDIVISION AND]
ROAD (PRIVATE)]
SOMERSET TOWNSHIP, SEC. 23, T-7, R-6]

[Belmont Co. Commissioners
[Courthouse]
[St. Clairsville, Ohio 43950

AND SEC. 23, T-7, R-6]

[Date February 11, 2026

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the dedication plat for Cricket Drive Subdivision and Road (Private), Somerset Township, Section 23, T-7, R-6 and Section 29, T-7, R-6 pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION

Revised Code Sec. 711.05

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To: Diane Blattler, F.O., Somerset Township Trustees, 56783 Somerton Hwy., Barnesville, OH 43713.

You are hereby notified that the 25th day of February, 2026, at 10:45 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Bonnie Zuzak /s/

Clerk of the Board

- Mail by certified return receipt requested
- cc: Somerset Township Trustees
Upon roll call the vote was as follows:

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

Note: This was rescinded at the February 18, 2026, meeting due to a road use maintenance agreement being needed before moving forward.

IN THE MATTER OF RESCINDING MOTION MADE
ON JANUARY 14, 2026, APPROVING ADDENDUM II
WITH QUALITY ENVIRONMENTAL SERVICES, INC.,
ON BEHALF OF BELMONT COUNTY WATER & SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to rescind the motion approved on January 14, 2026, approving Addendum II with Quality Environmental Services, Inc., on behalf of Belmont County Water and Sewer District, effective January 14, 2026 to October 8, 2026 for Operator of Record Services at the Pennwood Wastewater Treatment Plant.

Note: The service is not needed and will be handled by a Belmont County Water & Sewer District employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE FINAL RESOLUTION FOR FUNDING OF
UTILITY RELOCATION WORK AND ENTER INTO THE LPA CONTRACT FOR
PAYMENT OF UTILITY RELOCATION COSTS FOR THE S.R. 147 (24.65/25.87) PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the Final Resolution for Funding of Utility Relocation Work and enter into the LPA Contract for Payment of Utility Relocation Costs for the S.R. 147 (24.65/25.87) Project with the Ohio Department of Transportation; Estimated LPA cost is \$29,380.00 (including any additional costs) for waterline relocation to be paid from the N-22 Capital Improvement Fund.

Note: This project consists of utility improvements along S.R. 147 replacing about 120 feet of Belmont County Water & Sewer District waterline.

(Resolution/Ordinance No. **April 16, 2025**)

PID No. **118147**

FINAL RESOLUTION FOR FUNDING OF UTILITY RELOCATION WORK

The following Final Resolution is enacted by the Board of County Commissioners, County of **Belmont**, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, the Director of Transportation has identified the need for the planning and the construction or improvement of State Route 147 in Belmont County for the described project (BEL-147-(24.65)/(25.87) - PID 118147):

The project consists of correcting two slope failures on S.R. 147, one that is 0.4 miles east of T.R. 507 and the other 0.2 miles west of T.R. 289. The location east of T.R. 507 involves a 75' excavation and installation of dumped rock slope and toe key. The location west of T.R. 289 involves the installation of a 280' drilled shaft wall with plug piles and replacing a storm culvert which will drain through the proposed wall

WHEREAS, the above-described roadway project requires the removal, replacement of an existing water line facilities located within the existing S.R. 147 right of way that are under the jurisdiction or control of the LPA; and

WHEREAS the existing effected utility facilities are located within the State Route 147 right of way under a right of way permit; and

WHEREAS, the project work for the removal and replacement of the utility facilities is described as follows:

The project consists of utility improvements along S.R. 147 replacing about 120 feet of Belmont County Water & Sewer District waterline located along S.R. 147 near S.L.M. 29.65, lying within Belmont County (hereinafter for purposes of this Resolution and the within referenced LPA Contract) "the Project;" and

WHEREAS, the work for this part of the project includes all materials, equipment, labor, contract administration and any other effort required to perform the relocation, construction and/or removal of the above-mentioned utility facilities; and

WHEREAS, it is deemed to be in the public interest for the State of Ohio, Department of Transportation to include this utility relocation Project Work within ODOT's S.R. 147 slope repair project and for the LPA to cooperate with the Director of Transportation in the above-described project as follows:

PID No. 118147

The County agrees to assume and bear one hundred percent (100%) of the entire cost of the utility's relocation improvements identified as "the Project" less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of **Twenty-Nine Thousand Three Hundred Eighty and - - - 00/100 Dollars, (\$29,380.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said utility improvements shall correspond with the stated percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation's plans and specifications and an estimate of cost and expense for the above-described utility relocation Project have been made and reviewed by both the State and the LPA and have been approved for inclusion in the state highway construction project; and

WHEREAS, The LPA desires the Director of Transportation to include the above-mentioned utility relocation work within the aforesaid highway improvement.

NOW, THEREFORE, be It resolved:

- I. That the estimated sum, of **Twenty-Nine Thousand Three Hundred Eighty and - - - 00/100 Dollars, (\$29,380.00)** is hereby appropriated for above-described utility relocation improvement to be made within the State's highway improvement project; and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said utility relocation improvement. The LPA hereby agrees to assume in the first instance, the share of the cost and expense of the above-described utility relocation improvements over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with including the utility relocation work within the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **Director Belmont County Water and Sewer District** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for the described utility relocation portion of the project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Final Resolution.

PID No. 118147

This is to certify that we have compared the foregoing copy of the Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 11th day of FEBRUARY, 2026, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume III, at Page N/A, and under date of FEBRUARY 11, 2026.

The Board of County Commissioners
County of **Belmont**, Ohio

Director Belmont County
Water and Sewer District

Jerry Edman
County Commissioner

Vince G. Langford
County Commissioner

APD
County Commissioner

Bonnie Bernick
Clerk (Secretary Ex-Officio)

SEAL (If Applicable)

LPA CONTRACT FOR PAYMENT OF UTILITY RELOCATION COSTS

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of County Commissioners, County of **Belmont**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; Ohio Revised Code Section 5501.31 allows for any government agency to contribute a portion of the cost of the construction, widening, or improvement of a state highway project; and the LPA is authorized under Ohio Revised Code Section 6103.02 to enter a contract with the STATE for the repair or relocation of its public water supply or sewer facilities as determined to be in the interests of the county; and

WHEREAS, through the enactment of a Final Resolution, the LPA and the STATE have agreed to cooperate in the inclusion of the below-described utility relocation work within the STATE highway project described as:

Improvements along State Route 149 in Belmont County to repair 2 slope failures, PID 118147.

; and

WHEREAS, through the enactment of the Final Resolution, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the below-described utility relocation work; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the Final Resolution, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the utility relocation work to be included within the highway project and any additional obligations for the highway project described below.

PID No. 118147

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 together with Sections 5501.31 and 6103.02 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract as a portion of the above-described state highway improvement project shall consist of the following:

The project consists of utility improvements along S.R. 147 replacing about 120 feet of Belmont County Water & Sewer District waterline located along S.R. 147 near S.L.M. 29.65, lying within Belmont County.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the utility relocation work of the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.

PID No. 118147

4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project for the below-described utility relocation work in the amount of **Twenty-Nine Thousand Three Hundred Eighty and - - - 00/100 Dollars, (\$29,380.00)**.
5. **The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required for fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract for the within-described utility relocation work until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees it will apply for and obtain a new or updated right of way permit under Ohio Revised Code Section 5515.01 for the relocated portion of the within-described utilities.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures to include the within-described utility relocation work.
2. The LPA agrees:
 - A. To maintain the relocated utilities in accordance with the provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116;
 - B. To make ample financial and other provisions for such maintenance of the relocated facilities after completion and acceptance of the highway project;

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interpretation of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows

Board of County Commissioners
County of Belmont
101 West Main Street
St. Clairsville, Ohio
43950

Ohio Department of Transportation
Office of Contract Sales & Estimating
1980 West Broad Street, 4th Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

SEAL
(If Applicable)

**OHIO DEPARTMENT OF
TRANSPORTATION**

LOCAL PUBLIC AGENCY
Board of County Commissioners
County of **Belmont**

Director of Transportation

**Director Belmont County
Water and Sewer District**

Jerry Echemann

County Commissioner

Vincent Gianangeli

County Commissioner

APPA

County Commissioner

2-11-26

Date

Approved:
Dave Yost
Attorney General of Ohio

By: _____
Corinna Efke
Unit Coordinator, Transportation
Executive Agencies Section

Upon roll call the vote was as follows:

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

LICENSE AGREEMENT/BELMONT COUNTY EMA

Motion made by Mr. Echemann, seconded by Mr. Gianangeli made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the Baron Threat Net License Agreement for a web-based, weather data software product with Baron Weather Inc., on behalf of Belmont County EMA, in the amount of \$1,200.00, effective February 11, 2026 to February 10, 2027, based upon the recommendation of Dave Ivan, EMA Director.

BARON THREAT NET LICENSE AGREEMENT

This Baron Threat Net License Agreement (the "**Agreement**") is made by and between Baron Weather Inc., a Delaware corporation ("**Baron**"), with principal place of business at 4930 Research Drive, Huntsville, AL 35805, and the Belmont County EMA ("**Client**") with a principal place of business at 68329 Bannock Road, St. Clairsville, OH 43950. Each of Baron and Client is sometimes referred to individually as a "**Party**" or collectively, the "**Parties**."

RECITALS

WHEREAS, Baron provides a web-based, weather data software product ("**Baron Threat Net**"); and

WHEREAS, Client desires Baron to license access to Baron Threat Net as further provided herein; and

NOW THEREFORE, in consideration of the covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Subscription and License.** Client hereby subscribes to the right to use Baron Threat Net by no more than 1 (one) Client employees at any given time ("**Seats**"). Each seat shall have a separate login and password and each seat permits 2 (two) devices to login simultaneously. Subject to the terms and conditions of this Agreement, Baron hereby grants to Client a limited, non-transferable, royalty-free, non-sub licensable license to use Baron Threat Net for no more than 1 (one) Seats during the Term of this Agreement (the "**License**").
 2. **License Fee.** During the Term, Client shall pay to Baron a license fee of \$1,200 for 1 (one) seat of the Baron Threat Net for the period February 11, 2026 – February 10, 2027.
 3. **Incorporation by Reference.** The Baron Threat Net terms and conditions and privacy policy (the "**Incorporated Documents**"), which are available on the Baron Threat Net website are incorporated into this agreement by reference and shall have the same force and effect as if they were fully set forth in this Agreement. In the event of any conflict between this Agreement and the Incorporated Documents, this Agreement shall control.
 4. **Term and Termination.**
 - (a) This Agreement shall commence on February 11, 2026 (the "**Effective Date**") and shall continue for a period of 1 (one) year (the "**Initial Term**").
 - (b) The Term of this Agreement shall expire on February 10, 2027. Prior to the expiration of the term, Client may provide written notice to Baron of its desire to continue the subscription under a new Agreement to be entered into between the two parties.
 - (c) If either Party is in breach of this Agreement, the breaching Party shall have thirty (30) days to
-

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cure such breach following receipt of written notice from the non-breaching Party setting forth the nature of such breach. In the event the breaching Party fails to cure such breach within the thirty (30) day period, then the non-breaching Party may terminate the Agreement upon written notice to the breaching Party. The breaching Party shall further be responsible for all attorney's fees and collection costs incurred by the non-breaching Party as a result of the breach.

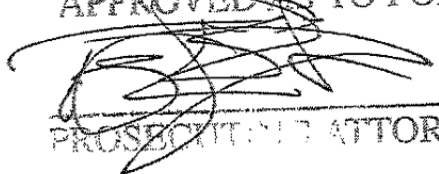
5. Governing law; Jurisdiction and Venue. This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Ohio, United States of America, without regard to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the State of Ohio, County of Belmont, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Ohio, County of Belmont. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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

BARON WEATHER, INC.

DocuSigned by:
Marc Krasner
By: _____
Its: VICE President of Enterprise Sales

BELMONT COUNTY, OHIO

APPROVED AS TO FORM:

PROSECUTOR ATTORNEY

By: *Jerry Cahman*
Its: COMMISSION PRESIDENT
By: *Vince Gianangeli*
Its: COMMISSION VICE-PRESIDENT
By: *APCO*
Its: COMMISSION MEMBER

Upon roll call the vote was as follows:

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

WITH OHIO GATHERING COMPANY/ENGINEER'S

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into a **Roadway Use Maintenance Agreement** with Ohio Gathering Company, effective February 11, 2026, for the use of 0.56 miles of CR-102 (Mount Olivett Road) for drilling activity.

Note: Bond #999458115 for \$224,000 is on file.

**BELMONT COUNTY
ROADWAY USE AND MAINTENANCE AGREEMENT
FOR DRILLING PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between **THE BELMONT COUNTY COMMISSIONERS**, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and

Ohio Gathering Company, L.L.C.

Operator Name, whose address is,
Industrial Park Road, Cadiz, Ohio

Operator Address

(Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within (CHECK ALL THAT APPLY)

- | | | |
|--|--|---|
| <input type="checkbox"/> Colerain Township | <input type="checkbox"/> Flushing Township | <input type="checkbox"/> Goshen Township |
| <input type="checkbox"/> Kirkwood Township | <input type="checkbox"/> Mead Township | <input type="checkbox"/> Pease Township |
| <input type="checkbox"/> Pultney Township | <input type="checkbox"/> Richland Township | <input type="checkbox"/> Smith Township |
| <input type="checkbox"/> Somerset Township | <input type="checkbox"/> Union Township | <input checked="" type="checkbox"/> Warren Township |
| <input type="checkbox"/> Washington Township | <input type="checkbox"/> Wayne Township | <input type="checkbox"/> Wheeling Township |

WHEREAS, York Township in Belmont County, Ohio and is required by law to keep such roads in good repair; and **WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [Sylvestor Antolak], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Sylvestor Antolak] (hereafter collectively referred to as "oil and gas development site") located in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of [0.56] miles of [CR-102 (Mount Olivett Road)] for the purpose of ingress to and egress from the [Sylvestor Antolak], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [Sylvestor Antolak] (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, the Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

- The portion of [CR-102 (Mount Olivett Road)], to be utilized by Operator hereunder, is that exclusive portion beginning at [TR- 178 (Fairview Street)] and ending at pipeline crossing wherein Operator's site is to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of [CR-102 (Mount Olivett Road)] for any of its Drilling Activities hereunder.
- The portion of [ROAD NAME(S) & NUMBER(S)] to be utilized by Operator hereunder, is that exclusive portion beginning at [MILE MARKER /INTERSECTION/ GPS POINT] ending at [MILE MARKER /INTERSECTION/ GPS POINT] wherein Operator's site is to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of [ROAD NAME(S) & NUMBER(S)], for any of its Drilling Activities hereunder.
- Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
- The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needed to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
- Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
- Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of [224,000] & 00/100 DOLLARS [400,000] per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load, and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty-four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
9. If the Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). The Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement
12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
14. In any event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired, or invalidated and shall remain in full force and effect.
15. Agreement shall be governed by the laws of the State of Ohio.
16. This Agreement shall be in effect on February 11, 2026.

Effective Date Determined by Belmont County Commissioners

Executed in duplicate on the dates set forth below for [Sylvestor Antolak]

<p>Authority <u>By: J. P. Dutton /s/</u> J. P. Dutton Belmont County Commissioner <u>By: Jerry Echemann /s/</u> Jerry Echemann Belmont County Commissioner <u>By: Vince Gianangeli /s/</u> Vince Gianangeli Belmont County Commissioner <u>By: Terry Lively /s/</u> Terry D. Lively, P.S. P.E. Belmont County Engineer Dated: <u>2-11-26</u> <u>T.J. Schultz /s/</u> Approved as to Form Terry L. Schultz, Jr. Belmont County Assistant Prosecutor</p>	<p>Operator <u>By: Ryan Alderson /s/</u> Printed name: <u>Ryan Alderson</u> Company Name: <u>MPLX/OGC</u> Title: <u>Permit Supervisor</u> Dated: <u>January 6, 2026</u></p>
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH POPA CONSULTING, LLC/ENGINEER'S

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into contract with Popa Consulting LLC, in a lump sum compensation amount not to exceed \$10,000.00, for the 2026 bridge load rating service for Belmont County, based upon the recommendation of Terry Lively, Belmont County Engineer.

Note: This will be paid for from the Engineer's MVGT funds.

AGREEMENT

This agreement entered at St. Clairsville, Ohio, this day of February 11, 2026, by and between the County of Belmont, acting by and through the Board of County Commissioners, hereinafter referred to as the County and Popa Consulting LLC, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Consultant with an office located at 5630 Bonnie Lou Drive, New Franklin, Ohio 44319, WITNESSETH:

That the County and the Consultant for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to provide NBIS bridge load rating calculations for 13 various bridge types for Belmont County in 2026 including:

1. Load rating calculations and any section loss measurements shall be performed by Popa Consulting for all structures assigned by the County Engineer's office.
2. Enter all the new AASHTO type Vehicle rating factors and an electronic copy of the BR-100 form into the ODOT Assetwise (AWAR) for the bridge.
3. All load ratings shall be completed by March of 2026.
4. All load rating calculations shall be performed using AASHTOware BrR software and ODOT approved spreadsheets exclusively.
5. The county shall provide Popa Consulting with any existing load rating calculations, plans, shop drawings or input files along with any bridge geometry measurements and section properties.

CLAUSE II - WORK SCHEDULE

The consultant agrees to begin immediately upon authorization to proceed. The work will be completed by March 2026.

CLAUSE III - PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the work specified in the Agreement as follows:

Compensation based upon the work performed in accordance with the hourly rate schedule of the Popa Consulting LLC, Standard Contract, 2026, with a lump sum compensation that shall not exceed Ten Thousand Dollars, \$10,000.00.

Prime compensation, only as agreed and by letter authorization from the county may be added to or subtracted.

February 11, 2026

Partial payments based upon percentage of work completed will be invoiced by the Consultant monthly.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in duplicate, as of the day and year first above written, by affixing the signature of a duly authorized officer of the consultant and the signature of the County Engineer.

Witness: Jennifer K. Popa /s/

Witness: Bonnie Zuzak /s/

Witness: Bonnie Zuzak /s/

Approved as to form
Upon roll call the vote was as follows:

POPA CONSULTING, LLC

By: C. Jason Popa /s/

Title: Principle/CEO

BELMONT COUNTY ENGINEER

By: Terry Lively /s/

BELMONT COUNTY COMMISSIONERS

By: Jerry Echemann /s/

Vince Gianangeli /s/

J. P. Dutton /s/

BELMONT COUNTY PROSECUTOR

By: T. J. Schultz /s/

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

IN THE MATTER OF ENTERING INTO THE VEHICLE MAINTENANCE AGREEMENT BETWEEN THE BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES AND THE BELMONT COUNTY BOARD OF COMMISSIONERS, DBA SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into the Vehicle Maintenance Agreement between the Belmont County Board of Developmental Disabilities and the Belmont County Board of Commissioners, dba Senior Services of Belmont County, effective January 1, 2026 through December 31, 2026.

VEHICLE MAINTENANCE AGREEMENT
Between the
BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
and the
BELMONT COUNTY COMMISSIONERS dba
SENIOR SERVICES OF BELMONT COUNTY

I. PURPOSE

This Agreement is made this 1st day of January 2026, by and between the Belmont County Board of Developmental Disabilities (*hereinafter County Board*) and the Belmont County Commissioners doing business as Senior Services Of Belmont County (*hereinafter Senior Services*) for the purpose of the County Board providing maintenance for vehicles owned by the Belmont County Commissioners and used by Senior Services Of Belmont County.

II. TERM

This Agreement shall be in effect from January 1, 2026, through December 31, 2026.

III. TERMINATION

This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days advance written notice.

IV. COUNTY BOARD RIGHTS AND RESPONSIBILITIES

- A. The County Board shall provide routine maintenance on Senior Services' vehicles (based on a schedule developed by Senior Services and the County Board Mechanic Supervisor) at the rate of \$43.26 per hour plus cost of any necessary parts. The Board adds a two (2) percent markup on all parts.
- B. The County Board shall provide other than routine maintenance on Senior Services' vehicles (based on Senior Services' need) at the rate of \$59.49 per hour plus cost of any necessary parts and two (2) percent markup on all parts.
- C. The County Board reserves the right to refuse to provide services depending on the nature of the repair.

V. SENIOR SERVICES' RESPONSIBILITIES

- A. Senior Services shall adhere to the routine maintenance schedule developed by the parties and deliver the vehicles scheduled for maintenance to the County Board Transportation grounds.
- B. Senior Services shall schedule other than routine maintenance with the County Board Mechanic Supervisor.

VI. BILLING AND PAYMENT

- A. The County Board shall bill Senior Services for vehicle maintenance services at the end of each month if services have been provided during that month.
- B. Senior Services shall submit payment to the County Board for vehicle maintenance services provided within thirty (30) days of receipt of the bill.
- C. Any missed scheduled appointment that is not canceled in advance may result in a charge amounting to one hour of the applicable labor rate.

VII. ROUTINE MAINTENANCE SCHEDULE


- A. The County Board uses NAPA's primary software for routine vehicle maintenance. This is a comprehensive software system that assists with work orders, inventory, customer history, and integrates directly with the NAPA parts catalog for real-time pricing and ordering. This software system helps the county board manage recurring maintenance efficiently.
- B. Any maintenance procedures not included on the routine maintenance schedule shall be considered "other than routine maintenance" and shall be billed at the higher rate.
- C. Procedures that are other than routine maintenance shall not be performed by the County Board without prior written instruction from the Senior Services' Executive Director.

VIII. NON-DISCRIMINATION POLICY


Both parties agree that they shall prohibit discrimination in the execution of this Agreement on the basis of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, or marital status.

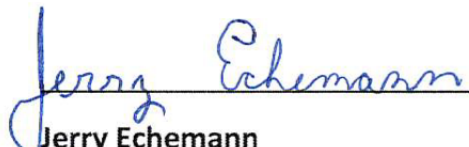
IX. SIGNATURES

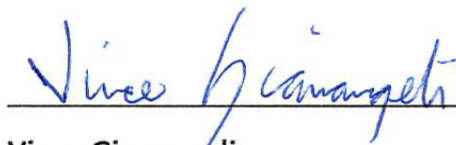
Belmont County Board of Developmental Disabilities


Gloria Llewellyn, Superintendent 2/6/2024
Date

Belmont County Board of Commissioners


J.P. Dutton 2/11/26
Date


Jerry Echemann 2/11/26
Date


Vince Gianangeli 2/11/26
Date

Approved as to form:


Terry L. Schultz, Jr., Belmont Assistant Prosecuting Attorney 1/23/26
Date

SSOBC Vehicle Maintenance Agreement

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AMENDMENT TO THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND THE EAST CENTRAL OHIO EDUCATIONAL SERVICE CENTER

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the amendment to the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and the East Central Ohio Educational Service Center for Adult Mentoring for In-School Youth and Out-of-School Youth, effective July 1, 2025 to June 30, 2026 for Program Year 2025 adding an additional \$20,318.00 for a new contract total of \$208,761.00.

AMENDMENT TO THE AGREEMENT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE EAST CENTRAL OHIO EDUCATIONAL SERVICE CENTER

Whereas, this amendment is entered on the 11th day of **February 2026** and amends the original contract the Belmont County Department of Job and Family Services (BCDJFS) and the East Central Ohio Educational Service Center (ESC) entered on July 30, 2025, for Comprehensive Case Management Employment Program (CCMEP) youth services. This amendment to that agreement is agreed upon by all parties due to the availability of additional funding to support Workforce Innovation and Opportunity (WIOA) initiatives through the Growing Rural Independence Together (GRIT) program provided by the State of Ohio and allocated to participating Appalachian Counties. GRIT funding is general revenue funding approved by the Ohio General Assembly in the biennium budget process. Eligibility for all funding sources shall be determined by BCDJFS and referrals of eligible individuals made to the ESC. Services will only be paid for those individuals referred by BCDJFS. GRIT funding is retroactive to July 1, 2025 and expires on June 30, 2026. Per the approved GRIT budget submitted by the ESC, the original agreement is amended as follows:

Article VI Availability of Funds (amended language in bold italics)

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558) **and GRIT funding (Ohio GRF Allocation)**. In no event shall the amount of reimbursement to the contractor exceed **\$208,761.00**. This is further restricted as follows:

\$18,844.00 must be spent on CCMEP WIOA eligible participants/STEM Initiative.

\$169,599.00 must be spent on CCMEP TANF eligible participants.

The proposal allows for up to sixty-five (65) youth to be served at a per unit cost of \$2,899.12. **The budget consists of 9% WIOA, 81% CCMEP TANF, and 10% GRIT funding.**

GRIT funding is available according to the approved budget (Attachments A) as follows: \$12,549.50 to fund two (2) CCMEP Navigator positions, and \$7,768.50 to support the staff fringe that includes social security, pension (retirement), health insurance, worker's compensation, and Medicare. The total available GRIT funding shall not exceed \$20,318.00. All financial obligations of the Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year and to the availability of necessary funding.

The parties agree that all other terms and conditions of the original agreement remain unchanged. This amendment shall terminate on June 30, 2026, with the expiration of the original agreement.

Signatures:

<u>Jeffery L. Felton /s/</u> Jeffery Felton, Director Belmont County Department of Job and Family Services	<u>2/4/2026</u> Date
<u>Randy Lucas /s/</u> Randy Lucas, Superintendent East Central Ohio Educational Service Center	<u>2/9/2026</u> Date
<u>Jerry Echemann /s/</u> Jerry Echeman, President Belmont County Board of County Commissioners	<u>2/11/26</u> Date
<u>Vince Gianangeli /s/</u> Vince Gianangeli, Vice President Belmont County Board of County Commissioners	<u>2/11/26</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton, Commissioner Belmont County Board of County Commissioners	<u>2/11/26</u> Date
Approved as to form: <u>T.J. Schultz /s/</u> T.J. Schultz, Assistant Prosecutor Belmont County Prosecutor's Office	<u>2/12/26</u> Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AMENDMENT TO THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND THE COMMUNITY ACTION COMMISSION OF BELMONT COUNTY

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the amendment to the Purchase of Performance of Services Contract between the Belmont County Department of Job & Family Services and the Community Action Commission of Belmont County, for Work Experience; Leadership Development Opportunities and Adult Mentoring for eligible In-School Youth and Out-of-School Youth, effective July 1, 2025 to June 30, 2026 for Program Year 2025, adding an additional \$68,537.75 for a new contract total of \$496,573.75.

AMENDMENT TO THE AGREEMENT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE COMMUNITY ACTION COMMISSION OF BELMONT COUNTY

Whereas, this amendment is entered on the 11th day of **February 2026** and amends the original contract the Belmont County Department of Job and Family Services (BCDJFS) and the Community Action Commission of Belmont County (CAC) entered on July 30, 2025, for Comprehensive Case Management Employment Program (CCMEP) youth services. This amendment to that agreement is agreed upon by all parties due to the availability of additional funding to support Workforce Innovation and Opportunity (WIOA) initiatives through the Growing Rural Independence Together (GRIT) program provided by the State of Ohio and allocated to participating Appalachian Counties. GRIT funding is general revenue funding approved by the Ohio General Assembly in the biennium budget process. Eligibility for all funding sources shall be determined by BCDJFS and referrals of eligible individuals made to the CAC. Services will only be paid for those individuals referred by BCDJFS. GRIT funding is retroactive to July 1, 2025. Per the approved GRIT budget submitted by the CAC, the original agreement is amended as follows:

Article VI Availability of Funds (amended language in bold italics)

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558) **and GRIT funding (Ohio GRF Allocation)**. In no event shall the amount of reimbursement to the contractor exceed **\$496,573.75**. This is further restricted as follows:

\$362,732.00 is CCMEP TANF Funds (CFDA #93.558)

Of this funding, \$253,620.00 is allocated toward Work Experience; \$54,556.00 is allocated toward Leadership Development; and \$54,556.00 is allocated toward Adult Mentoring

\$25,000.00 is CCEMP TANF Administration Funds (CFDA #93.558)

\$40,304.00 is WIOA Youth and/or Adult Funds (CFDA #17.259 youth/ CFDA #17.258 adult) and of the WIOA funds, \$28,180.00 is allocated toward Work Experience; \$6,062.00 is allocated toward Leadership Development; and \$6,062.00 is allocated toward Adult Mentoring.

Work Experience proposal includes 84 youth served working approximately 177 hours each for an average of \$3,354.76 per youth. 84 youth are expected to be served in the Leadership Development at a per youth cost of \$721.64. 84 youth are expected to be participating in the Adult Mentoring at a per unit cost of \$721.64.

GRIT funding is available according to the approved budget (Attachments A&B) as follows: \$4,499.00 to fund staff positions, \$1,176.50 to support fringe benefits, \$3,120.00 for operational costs other than wages and fringe benefits,

\$50,160.00 for youth work experience, \$8,750.00 for youth supportive services, and \$832.25 for miscellaneous youth services. The total available GRIT funding shall not exceed \$68,537.75.

All financial obligations of the Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year and to the availability of necessary funding.

The parties agree that all other terms and conditions of the original agreement remain unchanged. This amendment shall terminate on June 30, 2026, with the expiration of the original agreement.

Signatures:

Jeffery L. Felton /s/ _____ 2/3/2026
Jeffery Felton, Director Date
Belmont County Department of Job and Family Services

Alaire King /s/ _____ 2/4/2026
Alaire King, Executive Director Date
Community Action Commission of Belmont County

Jerry Echemann /s/ _____ 2/11/26
Jerry Echeman, President Date
Belmont County Board of County Commissioners

Vince Gianangeli /s/ _____ 2/11/26
Vince Gianangeli, Vice President Date
Belmont County Board of County Commissioners

J. P. Dutton /s/ _____ 2/11/26
J. P. Dutton, Commissioner Date
Belmont County Board of County Commissioners

Approved as to form:
T.J. Schultz /s/ _____ 2/12/26
T.J. Schultz, Assistant Prosecutor Date
Belmont County Prosecutor's Office

Upon roll call the vote was as follows:

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

Discussion-Dave Ivan, EMA Director, said the Baron Weather Inc. software gives them access to weather information such as lightning strikes the general public isn't privy to. Perimeter rings can be set if needed. The software is approximately \$3,000 less than the system they have been using and two users can be on the system at one time. Mr. Echemann asked for an update on the latest snowstorm. Mr. Ivan said they monitored road conditions and was in constant contact with Sheriff Zusack. He also checked the road conditions firsthand.

OPEN PUBLIC FORUM-Frank Papini, Martins Ferry, inquired about the redo of the intersection by the Blaine Bridge. Mr. Dutton said that is a TID project that they have been working on for several years. Congressman Rulli and Senator Husted was instrumental in the county getting \$4 million in grant funding.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:46 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 employment and termination of public employees.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:11 P.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton to exit executive session at 12:11 p.m.
Upon roll call the vote was as follows:

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

Mr. Echemann said there are six motions to be considered as a result of executive session.

IN THE MATTER OF APPROVING THE PAY SCALE MOVE OF NUTRITION ADMINISTRATOR/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the pay scale move of Nutrition Administrator from pay grade 8 to pay grade 12, effective February 16, 2026.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING REVISED JOB DESCRIPTION FOR NUTRITION ADMINISTRATOR/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the updated job description for the Nutrition Administrator at Senior Services of Belmont County, effective February 16, 2026.

Senior Services of Belmont County

Job Title: Nutrition Administrator
Department: Administration
Supervised By: Executive Director
Classification: Unclassified
Exemption Status: FLSA Exempt

Hourly Base Rate: Pay Grade 12

Essential duties, skills, responsibilities:

- Assists director with the development, planning, and implementation of agency goals, objectives, policies, rules, budgets, and regulations. Assists with the development of standards of performance for employees. Provides technical assistance and training. Is responsible for ensuring safe and secure work environments.
- Manages nutrition department. Is responsible for menus and procurement of all food and supplies. Ensures quality and quantity of prepared food. Ensures proper packaging. Observes and verifies compliance with all state and local food regulations and sanitation for equipment, products, and personnel. Adheres to recommended daily allowance (RDA) of nutritional value of all prepared meals. Coordinates maintenance of equipment. Provides nutrition education as required. Manages all nutrition functions at main office, on nutrition routes, and at congregate sites.
- Regularly monitors delivery routes for volume, congregate drops, mileage, and time management. Makes adjustments as needed to maintain an average among routes.
- Provides direct supervision to Food Services Manager, kitchen staff, and nutrition drivers. Schedules, trains, disciplines, reviews/ approves/denies leave requests, completes performance evaluations, assigns duties, reconciles timesheets, identifies training needs and arranges for and/or provides needed training. Provides or arranges for all required training of all personnel.
- Participates in all structural compliance reviews and audits from oversight entities. Prepares required documentation in an organized manner.
- Responds to and addresses all consumer nutrition concerns, complaints, and requests. Surveys consumers for likes/dislikes, suggestions, and periodically arranges for consumers to provide feedback for “test” products or new menu items.
- Inspects kitchen and storage areas on a regular basis. Arranges for any necessary repairs or replacements in a timely manner.
- Assists with organizing special events through the congregate program. Organizes events at the main office.
- Maintains accurate and timely record keeping and reporting.
- Acts as point of contact for oversight agencies (ODA, AAA9, Care Star, etc.) for nutrition program(s).
- Makes decisions regarding inclement weather delays and cancellations as part of the administrative team. Communicates information accordingly.
- Works directly with County’s Human Resource department for all hiring processes, interviewing, and termination of employees.
- Attends meetings and trainings as required.

Minimum Work Characteristics & Expectations:

- Leadership and management skills that promote a positive culture.
- Knowledge of nutrition program requirements and commercial kitchen equipment.
- Ability to design pleasing menus.
- Knowledge of issues affecting and related to the senior population.
- Ability to promote teamwork among administrative staff and employees, and to encourage cooperation among departments within the agency.
- Ability to utilize conflict-resolution when needed.
- Demonstration of tact and professionalism when dealing with others (within or outside the agency).
- Ability to multi-task and communicate effectively both verbally and in writing.
- Demonstration of attention to detail, organizational skills, and timeliness.
- Flexibility as related to availability and work schedule.
- Ability to lift 50 pounds, stand, bend, twist.

Minimum Qualifications:

- College Degree in related field, five (5) years of experience in a food service managerial role, or combination of education and managerial experience equating to the same.
- Ability to obtain and retain all necessary certifications required of the food services portion of the position (example: Management Level Serv Safe).
- Proficient computer skills; proficiency in Microsoft 365.
- Valid driver’s license, insurability, safe driving record.
- Successful background check, drug screening.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING MOVING LESLIE THOMPSON, NUTRITION ADMINISTRATOR FROM PAY GRADE 8, STEP 4 TO PAY GRADE 12, STEP 2/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the move of Leslie Thompson, full-time Nutrition Administrator from pay grade 8 step 4 to pay grade 12 step 2, effective February 16, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE TERMINATION OF DOUGLAS REINBOLD, FULL-TIME NUTRITION DRIVER/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the termination of Douglas Reinbold, full-time Nutrition Driver for Senior Services of Belmont County, effective February 10, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING UNPAID LEAVE FOR CALEB GARRETT, FULL-TIME ASSISTANT DOG WARDEN/ANIMAL SHELTER

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve unpaid leave for Caleb Garrett, full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective February 8-14, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING JENNIFER BROWN,
FULL-TIME SENIOR CENTER OUTREACH ADMINISTRATOR/SOBC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the hire of Jennifer Brown, full-time Senior Center Outreach Administrator at Senior Services of Belmont County, effective February 17, 2026.

Note: This is a replacement position.

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 12:13 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adjourn the meeting at 12:13 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 18th 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