

St. Clairsville, Ohio

January 14, 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 \$1,821,695.19**

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**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A32.000 Soil Conservation	E-0257-A015-A15.074 Transfers Out	\$85,000.00

**S30 OAKVIEW JUV REHABILITAION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$185,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S55.010 Supplies	\$2,250.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S66.003 PERS	\$57,839.36
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S68.006 Hospitalization	\$116,442.07
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S69.007 Unemployment	\$4,465.59
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.005 Medicare	\$5,508.36

**S49 MENTAL HEALTH**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2310-S049-S62.007 Unemployment Compensation	E-2310-S049-63.000 Other Expenses	\$352,500.00
E-2310-S049-S63.000 Other Expenses	E-2310-S049-64.500 Medicare	\$8,803.25

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 L01 SOIL CONSERVATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-1810-L001-L03.500 Reimbursement	\$85,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*JANUARY 6, 2026\***

**L01 SOIL CONSERVATION**

E-1810-L001-L01.002	Salaries	\$30,708.17
E-1810-L001-L02.010	Supplies	\$3,000.00
E-1810-L001-L03.012	Equipment	\$4,000.00
E-1810-L001-L05.011	Contract Services	\$2,000.00
E-1810-L001-L06.000	Rental	\$15,600.00
E-1810-L001-L07.000	Service Fees	\$3,000.00
E-1810-L001-L08.000	Scholarship-Education	\$3,000.00
E-1810-L001-L09.000	Travel/Expenses	\$4,000.00
E-1810-L001-L10.000	Advertising/Printing	\$5,000.00
E-1810-L001-L12.004	Worker's Comp	\$1,000.00
E-1810-L001-L11.003	PERS	\$6,000.00
E-1810-L001-L13.005	Medicare	\$2,000.00
E-1810-L001-L14.000	Other Expenses	\$4,000.00

**L05 WATERSHED COORDINATOR**

E-1815-L005-L01.002	Salaries	\$20,256.78
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**S30 OAKVIEW JUV REHABILITATION**

E-8010-S030-S59.000	Fuel/Utilities	\$3,809.10
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**W81 DRETAC PROSECUTORS**

E-1510-W081-P01.002	Supplies	\$95,000.00
E-1510-W081-P05.003	PERS	\$25,000.00
E-1510-W081-P06.004	Worker's Compensation	\$3,000.00
E-1510-W081-P07.006	Hospitalization Insurance	\$35,000.00
E-1510-W081-P08.005	Medicare	\$5,000.00

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 January 14, 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 THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE AMENDED MONTHLY FINANCIAL REPORT FOR DECEMBER 2025**

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:

- Amended Monthly Financial Report for the month of December 2025.

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:

**AUDITOR'S**-Cindi Henry to Columbus, OH, on June-5, November 17-20 to attend the County Auditor's Association Conferences. Cindi Henry and office staff (on an as needed basis) to various locations and various dates in 2026 to attend the CAAO Southeast District conferences.

**DJFS**-Jessical Cruse to Sugarcreek, OH, on March 24-27, 2026, to attend the Eastern Ohio Leadership Conference. Estimated expenses: \$744.60.

**HR DEPARTMENT**-Erin McVay to Columbus, OH, on January 22, 2026, to attend the CLCCA Board meeting. A county vehicle will be used for travel.

**RECORDER**-Jason Garczyk to Columbus, OH, on January 21, 2026, to attend the Ohio Recorders' Association Legislative Committee Meeting. A county vehicle will be used for travel.

**TREASURER**-Kathy Kelich to Columbus, OH, on January 13, March 10, June 9, August 11, September 8, October 13 and December 8, 2026, to attend the County Treasurer's Association meetings. Estimated costs: \$1,500.00. Kathy Kelich to Columbus, OH on January 28, March 25, May 27, July 22, September 30 and November 18, 2026, to attend the Ohio Council of County Officials meetings. Estimated expenses: \$1,050.00. Kathy Kelich to Columbus, OH, on May 12-14 and November 17-19, 2026, to attend the County Treasurer's Association Spring and Fall Conference. Estimated expenses: \$2,100.00.

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 AND REORGANIZATION MEETING**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 7, 2026 and reorganization meeting of January 12, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENT TO THE BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to appoint Ms. Hannah Patterson to the Belmont County Board of Developmental Disabilities for a four-year term, effective January 1, 2026 through December 31, 2029, per Ohio Revised Code 5026.028.

Upon roll call the vote was as follows:

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

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

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REQUEST OF TREASURER TO EXPEND FUNDS FROM EITHER DRETAC OR TAX ADMINISTRATIVE FUNDS FOR STAFF LUNCHESES DURING FINAL WEEK OF TAX COLLECTION IN FEBRUARY AND JULY 2026**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the request of Belmont County Treasurer to expend funds from either DRETAC or Tax Administrative Funds for staff lunches during the final week of tax collection in February and July 2026.

*Note: The estimated cost will not exceed \$750.00.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE EQUIPMENT SERVICE AGREEMENT WITH CWS OFFICE SOLUTIONS/DJFS**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the Equipment Service Agreement with CWS Office Solutions effective January 14, 2026 for one C4510 copier for Belmont County Job and Family Services Martins Ferry location as follows:

- .09 per black & white copy
- .055 per color copy

*Note: Includes all travel, labor, parts, drum, and toner needed for the copier over the course of the lease term. The lease will auto renew unless cancelled by the customer upon 60 days' notice.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CUMBERLAND TRAIL FIRE DISTRICT #4, DBA BELMONT COUNTY CARES PROGRAM**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the contract between Belmont County Department of Job and Family Services and Cumberland Trail Fire District #4, dba Belmont County Cares Program, effective November 24, 2025 through March 31, 2026, for Community Paramedicine services to assist Adult Protective Services clients referred by Belmont County Job and Family Services.

*Note: The contractor will be eligible for reimbursement up to 225 visits by paramedics totaling \$26,451.00 and up to 50 visits by nurse practitioner totaling \$8,840.00.*

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
Purchase of the Performance of Services Contract**

Whereas, this contract entered into on the **25<sup>th</sup> day of November 2025**, by and between the **Belmont County Department of Job and Family Services (hereinafter referred to as "Purchaser")** and the **Cumberland Trail Fire District #4 dba Belmont County CARES [Community Access, Resources, Education and Solutions] Program (hereinafter referred to as "Contractor")**, is for the purchase of the service coordination and referral services for eligible clients served by the Adult Protective Services unit of the Purchaser.

**I. Purpose**

The purpose of this contract is the purchase of the Community Paramedicine services to assist Adult Protective Services Clients referred to the Belmont County Department of Job and Family Services. This contract is not intended and does not establish a subrecipient or subgrantee relationship as those terms are defined either OBM Circular A-133 or in the federal government management "common rule".

**II. Parties**

Purchaser:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950 740-695-1075
Contractor:	Cumberland Trail Fire District #4 (dba The CARES Program) 142 South Marietta Street St. Clairsville OH 43950 740-695-5147

**III. Contract Period**

This contract will be effective from **11/24/2025 through March 31, 2026**.

**IV. Scope of Work**

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

**A. Contractor Responsibilities**

The Contractor will provide Community Paramedicine service to APS Clients (Age 60 and older) without regard to income. The paramedics will take on an expanded role providing essential healthcare services to clients with the objective to enhance accessibility to primary care to the medically underserved population of Belmont County and to curtail avoidable utilization of emergency care resources. Services include health screenings, home safety inspections, coordination with community supportive services including, but not limited to APS, behavioral health services, law enforcement, etc. The goal of this contract is to assist victim of elder abuse, neglect, or exploitation to overcome barriers leading to the abuse, neglect, or exploitation.

1. The CARES Coordinators will work with the APS Case Manager to obtain necessary releases of information, make necessary referral for services to assist the client to avoid potential instances of abuse, neglect, and/or exploitation to overcome substantiated instances of abuse, neglect and/or exploitation. The CARES Coordinator and APS Case Managers will work jointly in locating family, making referral to appropriate outside professional services, coordinating necessary medical visits and other necessary services to ensure quality of life for eligible clients.
2. Failure to fulfill the Contractor's responsibilities may result in termination of this contract by the Purchaser per Article XXIII – Termination and Article XXIV – Breach of Contract.

**B. Purchaser's Responsibilities**

1. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards and reporting and monitoring as included herein.
2. The Purchaser shall communicate on a regular basis and will work to resolve any misunderstandings or problems that may arise. The Purchaser agrees to uphold all responsibilities outlined in this contract.
3. The Purchaser will pay all costs related to providing all services consistent with the provisions stated in Article VII.
4. All clients eligible for reimbursement under Section V of this contract shall be APS clients.

**C. Contractual Reviews**

In addition to ongoing contract monitoring, the Contractor and Purchasers may meet to review the program and delivery of services as described in Article IV – Scope of Work.

#### **D. Performance Reporting**

The Contractor will provide to the Purchaser a detailed report by March 31, 2026, detailing CARES clientele referred to them by the APS unit of the Purchaser.

The Purchaser and Contractor will determine the format of these reports.

#### **E. Evaluation and Monitoring**

The Purchaser shall periodically evaluate the Contractor's performance of its duties expressed in this contract. Periodic evaluation may include but is not limited to activities including file inspection, deliverables review and the timeliness and quality of product evaluation, feedback data and related reports.

The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, any sub-vendors or other employees. The Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract and thus triggering the Purchaser's right to termination, cancellation, rescission, modification, remuneration and/or repayment.

#### **V. Availability of Funds**

The Contractor will be eligible for reimbursement up to 225 visits by paramedics totaling \$26,451.00 (\$117.56/each) for the contractual period. A unit is defined as any contact with a client aged 60 or older and residing in Belmont County. The Contractor will also be eligible for reimbursement for up to 50 visits by nurse practitioner totaling \$8,840.00 (\$176.80/each).

In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$47,666.00 for services provided.

All financial obligations of the Purchaser under this contract are subject to federal and State of Ohio funding levels consistent with the fiscal and/or program year and availability of funds

#### **VI. Allowable Costs**

The Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

#### **VII. Billing, Payment and Costs**

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10<sup>th</sup>) day of the following month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor process the payment. Only service coordination provided in-person or via telephone or other electronic means (Skype, Zoom, Microsoft Teams, etc.) shall be reimbursable.

The Contractor will provide the following on each invoice:

1. Contractor's name as it appears on this contract and purchase order; and
2. A mailing address and, if applicable, a remittance address; and
3. An invoice number; and
4. Date of invoice; and
5. Subtotals of units and cost of service provided to each child/family and grand total of all units and costs. Units are billed in quarter hour increments detailed per child/family at the rate listed below; and
6. The name of the child/family receiving service coordination and a summary of services provided including method of service delivery (in-person, phone, virtual, etc.).

Reasons for denial of payment include but are not limited to failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

#### **VIII. Duplicate Billing**

The Contractor warrants that claims made to the Purchaser for payment shall be for performance of actual services rendered and shall not duplicate claims made by the Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit the use of multiple sources of funds, public or private, to serve participants if each service is not paid for more than once.

#### **IX. Audit Responsibility and Repayment**

The Contractor is responsible for receiving, replying to and complying with any audit exception be federal, State of Ohio or local audit directly related to the performance of this contract. Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified, it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under the terms of this contract if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be reissued.

The Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

#### **X. Disposition of Assets**

Assets purchased under this contract shall be the property of the Purchaser and shall be delivered to the Purchaser when the term of this contract expires.

#### **XI. Warranty**

The Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

#### **XII. Insurance**

The Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry such insurance during its entire performance of this contract and keep in full effect worker's compensation insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, always, throughout the term of this contract and at the Contractor's expense, a policy of professional liability or commercial general liability insurance, as applicable, with an insurance company licensed in the State of Ohio.

### **XIII. Notice**

Notice as required under this contract shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that is a formal notice related to this contract.

### **XIV. Available and Retention of Records**

In addition to the responsibilities delineated in other articles, the Contractor is specifically required to retain and make available to the Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by the Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States government for at least seven (7) years after payment under this agreement. If an audit is initiated during this time-period, the Contractor shall retain such records until the audit is concluded and all issues resolved.

### **XV. Confidentiality**

The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its consumers concerning the confidentiality of its consumers. The Contractor understands that any access to the identities of such consumers shall be only provided as is necessary for the purpose of performing its responsibilities under this contract. The Contractor understands that the use or disclosure of information concerning the Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

### **XVI. Conflict of Interest and Disclosure**

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser if this other work does not interfere with the Contractor's performance of services under this contract. The Contractor warrants that at the time of executing this contract, it has no interest in, and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser's officers, Board of Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has not knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of the Purchaser will gain financially or receive personal favors because of the signing or implementation of this contract.

The Contractor will report the discover of any potential conflict of interest to the Purchaser. Should a conflict of interest be discovered during the term of this contract, the Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment or modifications.

The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a county employee has with the Contractor or in its business.

### **XVII. Compliance**

The Contractor certifies that all who performs services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OBM circulars, Ohio laws and regulations, including Ohio Administrative Code (OAC) rules and provisions.

The Contractor accepts full responsibility for payment of all unemployment compensation premiums, all income tax deductions, pension deductions and all other taxes or payroll deductions required for the performance of the work required hereunder by the Contractor's employees, if applicable.

The Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

### **XVIII. Relationship**

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between the Contractor and Purchaser. The Contractor will, always, have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on the Purchaser or the Belmont County Board of Commissioners.

### **XIX. Assignments**

The Contractor shall not assign this contract without express prior and written approval of the Purchaser.

### **XX. Subcontracts**

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express prior and written approval of the Purchaser. In the event the Purchaser approves a subcontract of all, or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder including delivering services, reporting performance and assisting with evaluation and monitoring as described in this contract. The Contractor is solely responsible for making payments to all subcontractors or media companies for any services they provide hereunder. Any subcontractors are subject to all the terms, conditions and covenants in this contract.

### **XXI. Integration, Modification and Amendment**

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This contract supersedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

By mutual consent and with the approval of the Belmont County Board of Commissioners, this contract may be modified to expand or reduce the scope of work regarding Service Coordination as permitted by state and federal laws and regulations and local policies.

### **XXII. Termination**

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of termination. Any funds paid under this contract for services performed after the date of termination shall be repaid in accordance with Article IX of this contract.

#### **XXIII. Breach of Contract**

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

#### **XXIV. Waiver**

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of all provisions or conditions of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

#### **XXV. Indemnification**

The Contractor agrees to protect, defend, indemnify and hold free and harmless the Purchaser, its officers, employees and agents and the Belmont County Board of County Commissioners against all losses, penalties, damages, settlements, costs or liabilities of every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor, its officers, agents, employees and independent contractors.

The Contractor shall pay all damages, costs and expenses of the Purchaser, its officers, agents and employees and the Belmont County Board of County Commissioners in connection with any omission or negligent action.

#### **XXVI. Governing Law and Forum**

This contract and any modifications and amendments thereto shall be governed by and construed under the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

#### **XXVII. Severability**

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

#### **XXVIII. Non-Discrimination**

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and Ohio Civil Rights and Non-Discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor Regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During the performance of this contract, the Contractor will not discriminate against any employee, contract worker or applicant for employment based on race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or pace of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employee and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor, or any person claiming through the Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract or in reference to any contractors or subcontractors of the Contractor.

#### **XXIX. Child Support Enforcement**

The Contractor agrees to cooperate with the Purchaser, Ohio Department of Job and Family Services and any other child support enforcement agency in ensuring that the Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, the Contractor certifies that present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

#### **XXX. Public Assistance Work Program Customers**

In compliance with the Ohio Revised Code, the Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. The Contractor agrees to including this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to the Purchaser's Ohio Works First customers.

#### **XXXI. Drug-Free Workplace**

The Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

#### **XXXII. Copeland "Anti-Kickback" Act**

The Contractor will comply with 18 USC 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

#### **XXXIII. Davis-Bacon Act**

The Contractor will comply with 40 USC 276a to 276a-7 as supplement by the Department of Labor regulations 29 CFR Part 5.

#### **XXXIV. Contract Work Hours and Safety Standards Act**

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 USC 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

**XXXV. Public Records**

This contract is a matter of public record under the laws of the State of Ohio. The Contractor agrees to make copies of this contract promptly available to the requesting party.

**XXXVI. Clean Air Act**

The Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h), Section 508 of the Clean Air Act (33 USC 1368), Executive Order 11738 and the Environmental Protection Agency regulations (40 CFR Part 15).

**XXXVII. Energy Efficient**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).\

**XXXVIII. Copyrights and Rights in Data**

The Contractor shall comply with all applicable standards, orders or requirements issued under Title 17 USC (Pub. L. 94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133).

**XXXIX. Patent Rights**

The Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35 USC (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies dated February 18, 1983, and Executive Order 12591.

**Signatures:**

<u>Jeffery L. Felton /s/</u> <b>Jeffery L. Felton, Director</b> Belmont County Department of Job and Family Services 6814 Hammond Road St. Clairsville OH 43950	<u>1/6/2026</u> <b>Date</b>
<u>Tim Hall /s/</u> <b>Tim Hall, Fire Chief</b> Cumberland Trail Fire District #4 142 South Marietta Street St. Clairsville OH 43950	<u>1/6/2026</u> <b>Date</b>
<u>J. P. Dutton /s/</u> <b>J. P. Dutton, Commissioner</b> Belmont County Board of Commissioners	<u>1/14/26</u> <b>Date</b>
<u>Jerry Echemann /s/</u> <b>Jerry Echemann, Commissioner</b> Belmont County Board of Commissioners	<u>1/14/26</u> <b>Date</b>
<u>Vince Gianangeli /s/</u> <b>Vince Gianangeli, Commissioner</b> Belmont County Board of Commissioners	<u>1/14/26</u> <b>Date</b>
<b>Approved as to Form:</b> <u>T.J. Schultz /s/</u> <b>T. J. Schultz, Assistant County Prosecutor</b> Belmont County Prosecutor's Office	<u>1/12/26</u> <b>Date</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH OHIO GATHERING COMPANY/ENGINEER**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into a **Roadway Use Maintenance Agreement** with Ohio Gathering Company, effective January 14, 2026, for the use of 1.52 miles of CR5 (Glencoe Road) for drilling activity.  
*Note: Bond #999450292 for \$608,000 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, LLC  
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 checked="" type="checkbox"/> Richland Township	<input type="checkbox"/> Smith Township
<input type="checkbox"/> Somerset Township	<input type="checkbox"/> Union Township	<input type="checkbox"/> Warren Township
<input type="checkbox"/> Washington Township	<input type="checkbox"/> Wayne Township	<input type="checkbox"/> Wheeling Township
<input type="checkbox"/> 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 [Antolak], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Antolak] (hereafter collectively referred to as “oil and gas development site”) located in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of [1.52] miles of [CR-05 (Glencoe Road)] for the purpose of ingress to and egress from the [Antolak], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [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:

1. The portion of [CR-05 (Glencoe Road)], to be utilized by Operator hereunder, is that exclusive portion beginning at [SR-09(Warnock-St Clairsville Road)]. It is understood and agreed that the Operator shall not utilize any of the remainder of [CR-05 (Glencoe Road)] for any of its Drilling Activities hereunder.
2. The portion of [ROAD NAME(S) & NUMBER(S)] to be utilized by Operator hereunder, is that exclusive portion 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.
3. 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.
4. 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.
5. 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 ensure 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.
6. 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 [608,000] & 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 January 14, 2026.  
Executed in duplicate on the dates set forth below.



Note: The District agrees to furnish a minimum of 100,000 gallons/month based on the District's rate schedule.

Agreement  
Belmont County Water & Sewer District  
And  
Tri-County Water Authority

This Agreement, made and entered into this 14th day of January, 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 Tri-County Water Authority, P.O. Box 25, Harrisville, Ohio 43974, a political sub-division of the State of Ohio, hereinafter referred to as the "Authority".

WITNESSETH:

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

Whereas, the water of the District has a capacity which will permit it to serve the customers that it is now serving; and

Whereas, the Authority is primarily a residential community located in close proximity to the District; and

Whereas, it is the desire of the District to make its water service available to the Authority; and

Whereas, the Authority desires to purchase water from the District;

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

FIRST: The District will furnish water to the Authority from the District's system of the same quality that the District supplies to other consumers.

SECOND: All prior Agreements between the District and Authority will be null and void and this Agreement will be effective Jan. 14, 2026. This Agreement shall remain in force for a period of five (5) years from the above effective date. This Agreement shall remain in effect through the above termination date unless a premature termination date is mutually agreed upon by both parties hereto.

THIRD: Water shall be delivered by the District to the Authority at a meter located on County Road 56, North of Maynard, Ohio commonly known as the Maynard Pump Station. Pumps, valves, backflow devices, other appurtenances, facilities required for housing the same shall be maintained at the expense of the District.

FOURTH: The employees and/or agents of the Authority shall have the right to make periodic checks at reasonable hours to ascertain whether or not said 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 Authority shall agree upon a different amount.

FIFTH: The Authority shall not install any device which may cause the water pressure of the District to be lowered. The District agrees to furnish and the Authority agrees to accept, a minimum of 100,000 gallons/month, but under no circumstances shall the District be required to furnish more than 100,000 gallons/day of water to the Authority for distribution to its customers. Exceptions may be made for emergency situations.

SIXTH: Subject to the provisions herein set forth, the Authority shall pay for the water used in accordance with the following schedule:

- a) The rate per thousand gallons of water shall be base on the District's rate scheduled which is derived from a water audit performed periodically by a third party named by the District. All rates are approved by the Board of Commissioners
- b) The District will bill the Authority for a minimum monthly usage whether the Authority consumes water from the District or not.
- c) The Authority will not receive rate adjustments for fire usage or water leaks.
- d) Statements for the water used shall be rendered to the Authority monthly, and are payable within thirty (30) days.

SEVENTH: The Authority agrees that it shall, for a period of five (5) years following the execution of this Agreement, furnish and provide water to the District for distribution to its customers along Belmont County Road 56 (Morgan Hill Road), Colerain Township Road 704 (Sloans Run Road), Colerain Township Road 451 (Grays Ridge Road) and Jefferson County Road 71 to its intersection with SR 250, upon all of the same terms, conditions and quality as set forth herein for service by the District to the Authority. The Authority shall charge the District at the same rate as either the District charges the Authority or the City of Martins Ferry charges the Authority, whichever is higher.

EIGHTH: It is hereby further understood and agreed that the District shall not be responsible for any claims or damages for interruptions in service arising from causes beyond its control.

NINTH: That this contract is subject to such rules, regulations, or laws as may be applicable to similar Agreements in the State of Ohio and its 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 14th day of January, 2026, and is likewise executed by the duly authorized officials of the Authority pursuant to motion \_\_\_\_\_, duly adopted at a \_\_\_\_\_ meeting of the Tri-County Water Authority Board held on the \_\_\_ day of \_\_\_\_\_, 202\_

WITNESSES:

Bonnie Zuzak /s/ \_\_\_\_\_  
Bonnie Zuzak /s/ \_\_\_\_\_

Jerry Echemann /s/ \_\_\_\_\_  
Vince Gianangeli /s/ \_\_\_\_\_  
J. P. Dutton /s/ \_\_\_\_\_

BOARD OF BELMONT COUNTY COMMISSIONERS

APPROVED AS TO FORM:

T.J. Schultz /s/ \_\_\_\_\_  
PROSECUTING ATTORNEY

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

TRI-COUNTY WATER AUTHORITY

Upon roll call the vote was as follows:

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

Mr. Echemann said Tri-County purchases most of their water from Martins Ferry. The county will be a back-up.

**IN THE MATTER OF ADOPTING THE RESOLUTION DESIGNATING PUBLIC DEPOSITORY AND AUTHORIZING WITHDRAWAL OF MUNICIPAL PUBLIC MONEYS WITH WESBANCO BANK**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt and authorize Commissioner J. P. Dutton to sign the Resolution Designating Public Depository and Authorizing Withdrawal of Municipal Public Moneys with WesBanco Bank.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$10,000,000 OF NOTES TO PAY PART OF THE COST OF ACQUIRING, CONSTRUCTING, RENOVATING, IMPROVING, AND EQUIPPING A**

**NEW COUNTY BUILDING INTENDED TO HOUSE THE HEALTH AND RECORDS DEPARTMENT AND CORONER'S OFFICE, A PARKING LOT FOR SUCH BUILDING, DRAINAGE, LANDSCAPE PLANTING AND OTHER SITE IMPROVEMENTS ON SUCH PROPERTY AND ADJACENT PROPERTIES IN CONNECTION THEREWITH, ALL FURNITURE, EQUIPMENT, AND FURNISHINGS THERETO, AND ALL OTHER NECESSARY APPURTENANCES THERETO.**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the resolution authorizing the issuance of not to exceed \$10,000,000 of notes to pay part of the cost of acquiring, constructing, renovating, improving, and equipping a new county building intended to house the Health and Records Department and Coroner's Office, a parking lot for such building, drainage, landscape planting and other site improvements on such property and adjacent properties in connection therewith, all furniture, equipment, and furnishings thereto, and all other necessary appurtenances thereto.

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 o'clock a.m., on January 14, 2026, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Echemann \_\_\_\_\_ Mr. Gianangeli \_\_\_\_\_ Mr. Dutton \_\_\_\_\_

Absent: \_\_\_\_\_

There was presented to the Board a Certificate As To Maximum Maturity of Bonds and Bond Anticipation Notes signed by the County Auditor.

Mr. Echemann moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO  
RESOLUTION NO. N/A

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$10,000,000 OF NOTES TO PAY PART OF THE COST OF ACQUIRING, CONSTRUCTING, RENOVATING, IMPROVING, AND EQUIPPING A NEW COUNTY BUILDING INTENDED TO HOUSE THE HEALTH AND RECORDS DEPARTMENT AND CORONER'S OFFICE, A PARKING LOT FOR SUCH BUILDING, DRAINAGE, LANDSCAPE PLANTING AND OTHER SITE IMPROVEMENTS ON SUCH PROPERTY AND ADJACENT PROPERTIES IN CONNECTION THEREWITH, ALL FURNITURE, EQUIPMENT, AND FURNISHINGS THERETO, AND ALL OTHER NECESSARY APPURTENANCES THERETO.

WHEREAS, this Board of County Commissioners of the County of Belmont, Ohio (the "County") has heretofore determined the necessity of acquiring, constructing, renovating, improving, and equipping a new County building intended to house the health and records department and coroner's office, a parking lot for such building, drainage, landscape planting and other site improvements on such property and adjacent properties in connection therewith, all furniture, equipment, and furnishings thereto, and all other necessary appurtenances thereto (the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is thirty (30) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from general revenues of the County (the "Revenues");

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

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$10,000,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately February 1, 2027, shall bear interest at the rate of approximately six percent (6%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding thirty (30) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$10,000,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) ) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding six percent (6%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of the County Auditor or a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity, unless otherwise set forth in the Certificate of Award.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Note during the 15day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "County Building Bond Anticipation Notes, Series 2026" or as otherwise provided in the Certificate of Award.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law.

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

The Notes may be designated or deemed designated as "qualified taxexempt obligations" to the extent permitted by Section 265(b)(3) of the Code, as determined by the County Auditor without further action of this Board in the Certificate of Award. If so designated by the County Auditor, the County Auditor shall find and determine that the reasonable anticipated amount of qualified taxexempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and will covenant on behalf of this Board that, during such year, the amount of taxexempt obligations issued by the County and designated as "qualified taxexempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of taxexempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3) of the Code.

SECTION 10. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That for purposes of this resolution, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry, and (ii) physical Note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Notes "immobilized" to the custody of the Depository, and the book entry maintained by others than this County is the record that identifies the owners of beneficial interests in those Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Notes or principal and interest, and to effect transfers of Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Notes, notwithstanding any other provision of this resolution. If and as long as a book entry system is utilized with respect to any of such Notes: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Notes in book entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this County's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this resolution.

The Paying Agent and Registrar may, with the approval of this County, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this resolution, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Paying Agent and Registrar. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Notes. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this resolution.

The County Auditor is authorized and directed without further action of this Board of County Commissioners to execute, acknowledge and deliver, in the name of and on behalf of this County, a blanket letter agreement between this County and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book entry system, and to take all other actions they deem appropriate in issuing the Notes under a book entry system.

If any Depository determines not to continue to act as Depository for the Notes for use in a book entry system, this County and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this resolution. If this County and the Paying Agent and Registrar do not or are unable to do so, this County and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver Note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by this County or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 12. That at least two members of this Board of County Commissioners and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 13. That at least two members of this Board of County Commissioners, the County Auditor, or any other authorized individuals of the County, individually or in any combination, are each hereby separately authorized, without further action of this Board of County Commissioners, to take any and all actions and to execute such other instruments that may be necessary or appropriate in the opinion of Dinsmore & Shohl LLP, as bond counsel for the Notes, in order to effect the issuance of the Notes and the intent of this resolution. The Clerk of this Board of County Commissioners or other appropriate officer(s) of the County, shall certify a true transcript of all proceedings had with respect to the issuance of the Notes, along with such information from the records of the County as is necessary to determine the regularity and validity of the issuance of the Notes.

SECTION 14. That the Clerk of this Board of County Commissioners, is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 15. That it is found and determined that all formal actions of this Board of County Commissioners 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 Ohio Revised Code.

SECTION 16. That this resolution shall take effect immediately upon its adoption.

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

AYES: Mr. Echemann            Mr. Gianangeli            Mr. Dutton

NAYS: \_\_\_\_\_

ADOPTED, this 14th day of January, 2026.

Bonnie Zuzak /s/ \_\_\_\_\_

Clerk  
Board of County Commissioners  
County of Belmont, Ohio

**IN THE MATTER OF APPROVING THE ENGAGEMENT LETTER WITH  
DINSMORE & SHOHL, LLP TO ACT AS BOND COUNSEL FOR BUILDING  
BOND ANTICIPATION NOTES, SERIES 2026**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the Engagement Letter with Dinsmore & Shohl, LLP, to act as Bond Counsel for Building Bond Anticipation Notes, Series 2026, of the 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 APPROVING THE OHIO DEPARTMENT OF DEVELOPMENT-  
COMMUNITY SERVICES DIVISION OCEAN USER AGREEMENT**

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the Ohio Department of Development – Community Services Division OCEAN User Agreement.

*Note: The information collected is necessary for grant management.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE PROFESSIONAL  
PLANNING SERVICES AGREEMENT WITH MAY ENGINEERING/PLANNING COMMISSION**

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter into the Professional Planning Services Agreement with May Engineering Co., in the not to exceed amount of \$37,500.00, for professional planning services for the Belmont County Planning Commission, effective January 1, 2026 through December 31, 2026.

December 12, 2025

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



**Re: Belmont County Professional Planning Services Agreement**

As requested, May Engineering Company, LLC. (M.E.C.) is pleased to prepare this proposal for Professional Planning Services for Belmont County for 2026.

**SCOPE OF WORK**

- 1.1 May Engineering Company, LLC. (MEC) hereby agrees to provide qualified and experienced professional planning services for Belmont County for 2026.
- 1.2 May Engineering Company, LLC. shall:
  - i) Perform duties and responsibilities as follows:
    - (1) Attend monthly Belmont County Planning Commission meetings and act as secretary – prepare and submit minutes, etc. Also, attend Belmont County Commissioners’ meetings as directed.
    - (2) Review planning related development applications within unincorporated Belmont County per the directions of the Belmont County Planning Commission and/or Belmont County Commissioners.
    - (3) Review minor subdivision applications (lot splits) in incorporated Belmont County (cities and villages) per the Belmont County General Health District and/or Belmont County Commissioners.
    - (4) Attend any Belmont County planning associated meetings as directed by the Belmont County Commissioners and/or designated Belmont County staff.

**TERMS AND PROFESSIONAL FEES**

The terms and professional fees are as follows:

1. The contract is from January 1, 2026, to December 31, 2026.
2. The pay rate shall be \$150 an hour for Director of Planning professional services.
3. The County agrees to reimburse for certain out of pocket administrative expenses incurred by MEC (copies, postage, mailings, etc.). MEC will contact Belmont County on any purchases that are atypical before proceeding with the purchase.
4. The total contract shall not exceed \$37,500 from January 1, 2026, to December 31, 2026.

**CURRENT HOURLY RATE SCHEDULE:**

**Table 1 – Standard Billing Rate Schedule\***

<b>Staff Titles</b>	<b>2025 Hourly Rates</b>
Director of Construction	\$290.00
Principal Engineer (P.E.)	\$225.00
Senior Engineer (P.E.) / Project Manager (P.E.)	\$170.00
Director of Planning (AICP)	\$150.00
Project Engineer (PhD)	\$165.00
Project Engineer (P.E.)	\$150.00
Designer IV	\$135.00
Engineer III (EIT)	\$130.00
Designer I / Engineering Tech IV / Field Engineer I	\$115.00
Engineer I	\$90.00
Field or Cad Technician II	\$85.00
Field or Cad Technician I / Admin I	\$75.00

\*2026 Billing Rate Schedule will be released 1/1/2026.

**ADDITIONAL SERVICES**

This proposal is based on May Engineering’s current understanding of local, state, and federal requirements and regulations and of the project as described herein. Any modifications to these requirements and regulations, or other requirements not provided for herein, which require additional services, will be performed, and invoiced at an agreed upon fee only upon written notice to proceed.

**CLARIFICATIONS AND EXCLUSIONS**

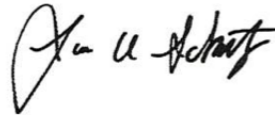
The following items are excluded from this proposal. They can be performed at any time as an additional service.

1. Construction drawing review and construction inspection
2. Engineering and design services

**AUTHORIZATION**

We appreciate the opportunity to provide this proposal and look forward to the opportunity to work with Belmont County on these services. If you have any questions or need any additional information, please feel free to contact me at (614) 288-8878.

Sincerely, .....



Bryan D. May, P.E.  
Principal Engineer/Owner

Lance A. Schultz, AICP .....  
Director of Planning and Development

The foregoing contract with May Engineering Company, LLC is accepted:  
(By signing this proposal, you have agreed to scope, fee, and conditions as described herein)

BELMONT COUNTY COMMISSIONERS

Print (Type) Individual, Firm, or Corporation Name

X Jerag Echemann  
Y NPDA

X Vince Gianangeli  
1/14/26

Signature of Authorized Representative  
JERAG EHEMANN, PRESIDENT  
J. P. DUTTON, MEMBER

Date

Vince Gianangeli - Vice-President

Print (Type) Name of Authorized Representative and Title

MAY ENGINEERING COMPANY, LLC ■ 105 S. SUGAR ST. ■ ST. CLAIRSVILLE, OH 43950  
740-650-5321 ■ WWW.MAY-ENG.COM

Upon roll call the vote was as follows:

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

Mr. Dutton said an estimated 15 entities has had their space improved or new space created over the last few years. No General Fund dollars were used for paying back the debt.

Mr. Echemann introduced Representative Ty Moore from the 95<sup>th</sup> District. Representative Moore said the Belmont County Board of Commissioners are a strong leadership for the county and he offered his help on any matter at the state level.

**OPEN PUBLIC FORUM**-Donn Sinclair of South Carolina and former Bellaire, Ohio resident said he is buying properties in Bellaire, tearing them down and rebuilding. He has purchased 14 properties so far and buying more. Mr. Sinclair said he has been working with Belmont County Treasurer Kathy Kelich and Crystal Lorimor of Community Improvement Corporation. His plan is to build 36 homes in Bellaire and is working on getting a Welcome Home Grant through the state. Mr. Sinclair asked the Commissioners if they could help with getting County Road 14 repaved and find additional grant funding.

Richard Hord, Martins Ferry asked for major accomplishments for 2025. Mr. Echemann said the new building. Mr. Gianangeli said he is looking forward to a new animal shelter.

**JaQue Galloway, Laken Phillips and Misty Klug, Tri-County Help Center  
Re: Human Trafficking Awareness Month Proclamation**

Ms. Galloway said we take this month to educate the community on what human trafficking looks like here and the three counties that we serve and how we can better support the survivors in the area. They have served 18 survivors in the last 6 months.

**IN THE MATTER OF ADOPTING THE HUMAN TRAFFICKING  
AWARENESS MONTH PROCLAMATION**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the Human Trafficking Awareness Month Proclamation.

***PROCLAMATION DECLARING  
JANUARY HUMAN TRAFFICKING  
PREVENTION MONTH***

**WHEREAS**, human trafficking is a grave violation of human rights that exploits children, women, and men for labor and sexual purposes, affecting millions globally and thousands here in the United States; and

**WHEREAS**, human trafficking respects no boundaries and occurs in communities large and small, including Belmont County, Ohio, where survivors often suffer in silence; and

**WHEREAS**, the fight against human trafficking requires a unified effort from government agencies, law enforcement, healthcare professionals, victim advocates, faith-based organizations, businesses, and community members; and

**WHEREAS**, January is designated as National Human Trafficking Prevention Month, offering an opportunity to raise awareness, educate the public, and encourage action to end this heinous crime; and

**WHEREAS**, Belmont County is committed to protecting its citizens, assisting survivors of trafficking, and holding traffickers accountable; and

**WHEREAS**, this month serves as a call to action to support organizations dedicated to combating human trafficking and to encourage all individuals to learn how to identify, report, and prevent this crime in our community.

**NOW, THEREFORE**, we, the Belmont County Commissioners, do hereby proclaim January 2026 as **HUMAN TRAFFICKING PREVENTION MONTH** in Belmont County, Ohio, and urge all residents, businesses, and organizations to join us in raising awareness, supporting survivors, and working towards a future free from human trafficking.

Adopted this day the 14th of January, 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 BID OPENING FOR PROVISION OF  
HOMEMAKER AND PERSONAL CARE SERVICES/SSOBC**

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the provision of Homemaker and Personal Care Services to Senior Citizens of Belmont County, they proceeded to open the following bids:

<b>NAME</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>
<b>Just Right Home Care, Inc.</b> 2197 National Road Suite A Wheeling, WV 26003	X	<b>\$29.00/hour</b>
<b>Addus Healthcare</b> 2300 Warrenville Road Downers Grove, IL. 60515	X	<b>\$29.00/hour</b>

Present: Lisa Kazmirski, SSOBC Executive Director

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to turn over all bids received for the provision of Homemaker and Personal Care Services to Senior Citizens of Belmont County to Lisa Kazmirski, Executive Director, for review and recommendation.

Upon roll call the vote was as follows:

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

Ms. Kazmirski said they will need both vendors and have contracted with both vendors before.

Mr. Dutton left the meeting at 11:15 a.m..

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:31 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 of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:27 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 12:27 p.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF AMENDING MOTION OF JANUARY 7, 2026, APPROVING PROMOTION OF  
MICHAEL CORBETT FROM PART-TIME CENTER ASSISTANT TO FULL-TIME CENTER ASSISTANT AT**

**SENIOR SERVICES OF BELMONT COUNTY CHANGING THE NAME TO THOMAS MICHAEL CORBETT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to amend the motion made on January 7, 2026 approving the promotion of Michael Corbett from part-time Center Assistant to full-time Center Assistant at Senior Services of Belmont County, effective January 12, 2026, changing the name to Thomas Michael Corbett.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF JAMES TIMKO, PART-TIME CENTER ASSISTANT/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept the resignation of James Timko, part-time Center Assistant at Senior Services of Belmont County, effective March 13, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TRANSFER OF CHRISTEN HARPER, FULL-TIME BILLING CLERK TO FULL-TIME ACCOUNTS RECEIVABLE/WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the transfer of Christen Harper, full-time Billing Clerk to full-time Accounts Receivable at the Belmont County Water & Sewer District, effective January 15, 2026.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve unpaid leave for Jocelyn Fulks, full-time Deputy Clerk at Belmont County Eastern Court, effective December 31, 2025.

Upon roll call the vote was as follows:

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

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

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 January 14, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 12:29 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adjourn the meeting at 12:29 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 21st day of January, 2026.

Jerry Echemann /s/ \_\_\_\_\_

Vince Gianangeli /s/ \_\_\_\_\_ COUNTY COMMISSIONERS

J. P. Dutton /s/ \_\_\_\_\_

We, Jerry Echemann and Bonnie Zuzak, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Jerry Echemann /s/ \_\_\_\_\_ PRESIDENT

Bonnie Zuzak /s/ \_\_\_\_\_ CLERK