

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

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 \$1,649,883.20

Upon roll call the vote was as follows:

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

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-A10.000 Professional Service	E-0257-A015-A15.074 Transfers Out	\$7,916.66

H11 FAMILY & CHILD 1ST COUNCIL-BCJFS

FROM	TO	AMOUNT
E-2770-H011-H03.000 Administrative Funds	E-2770-H11-H15.000 Shared Plan Priority Inc	\$16,784.37

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND E01 COUNTY HEALTH

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

W80 PROSECUTOR'S – VICTIM PROGRAM AND A00 GENERAL FUND

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

Upon roll call the vote was as follows:

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

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 dates:

MARCH 3, 2026*

A00 GENERAL FUND

E-0111-A001-E02.002	Salaries	\$2,472.06
E-0131-A006-A04.002	Salaries-Road	\$1,000.00
E-0131-A006-A23.000	Background	\$307.00
E-0131-A006-A24.000	E-SORN	\$320.00
E-0131-A006-A09.000	Medical	\$84.84
E-0131-A006-A32.000	Warrant Fee	\$608.17
E-0131-A006-A28.000	Shop with a Cop	\$20.00
E-0131-A006-A26.000	K-9	\$500.00

B14 JUV IND DRIVER ALCOHOL TRTMNT

E-1650-B014-B01.000	Other Expenses	\$82.63
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E09 NEXT GENERATION 9-1-1 FUND

E-2209-E009-E01.011	Contract Services	\$30,166.37
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M78 TITLE IV-E REIMB

E-0400-M078-M05.000	Other Expenses	\$5,775.99
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S00 COMMISSARY FUND/SHERIFF

E-5100-S000-S01.010	Commissary	\$15,353.83
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S01 CONCEALED HANDGUN LICENSE FUND

E-5101-S001-S06.000	CCW License	\$1,888.00
E-5101-S001-S07.012	CCW Equipment	\$3,214.00

S30 OAKVIEW JUV REHABILITATION

E-8010-S030-S40.000	Grant Holding Account	\$132,990.00
E-8010-S030-S54.000	Food	\$130.00

U10 SHERIFF'S RESERVE ACCOUNT

E-9710-U010-U06.000	Reserve	\$191.25
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W20 LAW LIBRARY

E-9720-W020-W02.002	Salaries	\$3,000.00
E-9720-W020-W03.003	PERS	\$350.00
E-9720-W020-W05.005	Medicare	\$200.00
E-9720-W020-W07.010	Supplies	\$2,230.22

W80 PROSECUTOR'S-VICTIM PROGRAM

E-1511-W080-P01.002	Salaries	\$2,472.06
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Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF FEBRUARY 2026

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

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	9,841.07
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	285.97
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	237.95
GRANT / JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	53.29
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	72.81
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	0.00
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	728.10
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	126.10
PROS-VICTIM	E-1511-W080-P07.006	R-9891-Y091-Y07.500	0.00
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	19.52
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	53.29
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	106.58
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	159.87
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	53.29
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	53.29
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	19.52
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	397.82
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	92.33
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	0
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	117.17
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	0.00
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9891-Y091-Y07.500	8.78
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	0.00
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	0.00
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	22.76
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	62.63
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	62.47
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	42.12
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	11.10
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	84.36
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	3.38
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	0.00
Enhanced Operations	E-0039-F091-F01.002	R-9891-Y091-Y07.500	0.00
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	0.00
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	2.57
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	232.68
DEPT OF DD 2410/2420	E-2410-S066-S80.000	R-9891-Y091-Y07.500	2,822.22
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	538.17
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	106.58

K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	53.29
K-2	E-2811-K200-K10.006	R-9891-Y091-Y07.500	213.16
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	106.58
K-25	E-2813-K000-K39.006	R-9891-Y091-Y07.500	53.29

WATER/SEWER DEPT

W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	1,508.98
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	323.96
WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	126.11
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	1,868.27
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	252.20
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	1,179.22
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	53.29
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	19.52
TOTALS		R-9891-Y091-Y07.500	22,175.66

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR THE VISION

CHARGEBACKS FOR THE MONTHS OF FEBRUARY 2026

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following transfer of funds for the Vision Chargebacks for the months of February 2026

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	2,962.05
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	81.39
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	74.64

GRANTS/JUVENILE COURT

CARE & CUSTODY (C-CAP) JUV.CT	E-0400-M060-M29.008	R-9891-Y091-Y06.500	14.76
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	22.35
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	0.00
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	194.01
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	37.11
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y06.500	7.59
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	14.76
TARGETED COMM ALTERN TO PR	E-1545-S055-S02.002	R-9891-Y091-Y06.500	44.28
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	29.52
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	14.76
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	14.76
EASTERN SPEC. PROJ.	E-1571-S087-S03.006	R-9891-Y091-Y06.500	7.59
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	118.92
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	29.94
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	14.76

COUNTY HEALTH DEPT

County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	33.63
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	0.00
Public Health Workforce	E-2238-F090-F01.002	R-9891-Y091-Y06.500	3.42

Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	0.00
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	0.00
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	7.18
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	17.58
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	17.56
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	12.44
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	3.40
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	29.40
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	0.00
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	1.05
Enhanced Operations	E-2239-F091-F01.002	R-9891-Y091-Y06.500	0.00
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	0.00
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	0.85
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	66.63
DEPT OF DD 2410/2420	E-2410-S066-S70.011	R-9891-Y091-Y06.500	852.69
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	229.41
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	29.52
K-1	E-2811-K200-K10.006	R-9891-Y091-Y06.500	14.76
K-2	E-2811-K200-K10.006	R-9891-Y091-Y06.500	59.04
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	274.95
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	118.50
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	407.81
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	111.25
WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	37.11
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	543.15
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	67.05
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	334.41
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	14.76
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	7.59
TOTAL			6,978.33

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR 2025

WORKERS' COMPENSATION TRUE-UP CHARGEBACKS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following transfer of funds for 2025 Workers' Compensation True-Up Payment Chargebacks.

2025 WORKERS' COMPENSATION TRUE-UP PAYMENT

ACCOUNT NAME	TRANSFER FROM	TRANSFER TO	TRUE
	ACCOUNT NUMBER	ACCOUNT NUMBER	UP
<u>GENERAL FUND</u>	FROM	TO	
	0.001256		

PUBLIC EMPLOYER EMERG. ORGANIZATION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$8,254.91
	Rate: 0.001256		
GENERAL FUND	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$11,377.64
UNDIVIDED ESTATE TAXT	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$18.71
TOTAL GENERAL FUND			<hr/> \$19,651.26
OTHER AGENCIES			
DOG AND KENNEL	E-1600-B000-B09.004	R-9899-Y089-Y04.574	\$462.85
PUBLIC ASSISTANCE	E-2510-H000-H13.004	R-9899-Y089-Y04.574	\$0.00
C.S.E.A.	E-2760-H010-H08.004	R-9899-Y089-Y04.574	\$0.00
REAL ESTATE ASSESSMENT	E-1310-J000-J05.004	R-9899-Y089-Y04.574	\$387.44
M.V.G.T. K-1 & K-2	E-2811-K000-K09.004	R-9899-Y089-Y04.574	\$292.16
M.V.G.T. K-11	E-2812-K000-K22.004	R-9899-Y089-Y04.574	\$1,026.29
M.V.G.T. K-25	E-2813-K000-K35.004	R-9899-Y089-Y04.574	\$825.18
SOIL CONSERVATION	E-1810-L001-L12.004	R-9899-Y089-Y04.574	\$175.13
WATER SHED COORDINATOR-SOIL	E-1815-L005-L12.004	R-9899-Y089-Y04.574	\$131.38
PORT AUTHORITY	E-9799-S012-S09.004	R-9899-Y089-Y04.574	\$64.97
DISTRICT DETENTION HOME	E-0910-S033-S45.004	R-9899-Y089-Y04.574	\$0.00
MENTAL HEALTH	E-2310-S049-S61.004	R-9899-Y089-Y04.574	\$0.00
BCBDD-MAIN FUND	E-2410-S066-S77.004	R-9899-Y089-Y04.574	\$5,709.28
BELMONT COUNTY SENIOR PROGRAM	E-5005-S070-S03.004	R-9899-Y089-Y04.574	\$2,162.23
CERTIFICATE OF TITLE	E-6010-S079-S09.004	R-9899-Y089-Y04.574	\$0.00
MEDIATION SERVICES-COMMON PLEAS	E-1544-S054-S03.004	R-9899-Y089-Y04.574	\$0.48
TARGETED COM ALTERN TO PRISON	E-1545-S055-S02.002	R-9899-Y089-Y04.574	\$592.04
PROBATION SERVICE GRANT	E-1546-S056-S04.001	R-9899-Y089-Y04.574	\$161.52
NORTHERN COURT-SPECIAL	E-1561-S086-S04.004	R-9899-Y089-Y04.574	\$0.00
EASTERN COURT-SPECIAL	E-1571-S087-S04.004	R-9899-Y089-Y04.574	\$0.00
WESTERN COURT-SPECIAL	E-1551-S088-S04.004	R-9899-Y089-Y04.574	\$0.00
OAKVIEW JUVENILE REHABILITATION	E-8010-S030-S67.004	R-9899-Y089-Y04.574	\$6,426.19
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9899-Y089-Y04.574	\$87.23
CORRECTIONS ACT GRANT-COMMON PLEAS	E-1520-S077-S05.004	R-9899-Y089-Y04.574	\$105.84
W.I.C. PROGRAM	E-4110-T075-T52.008	R-9899-Y089-Y04.574	\$146.19
LAW LIBRARY RESOURCES FUND	E-9720-W020-W04.004	R-9899-Y089-Y04.574	\$5.41
DRETAC-PROSECUTOR	E-1510-W081-P06.004	R-9899-Y089-Y04.574	\$0.00
DRETAC-TREASURER	E-1410-W082-T06.004	R-9899-Y089-Y04.574	\$113.66
WATER DEPARTMENT			
WWS#3 REVENUE	E-3702-P005-P30.004	R-9899-Y089-Y04.574	\$3,028.72
SSD #2 REVENUE	E-3705-PO53-P14.004	R-9899-Y089-Y04.574	\$1,036.37
JUVENILE COURT GRANTS			
ALTERNATIVE SCHOOL	E-0400-M067-M03.004	R-9899-Y089-Y04.574	\$57.27
CCAP	E-0400-M060-M28.004	R-9899-Y089-Y04.574	\$618.57
DIVERSION	E-400-M060-M83.004	R-9899-Y089-Y04.574	\$131.55
PLACEMENT	E-0400-M064-M03.004	R-9899-Y089-Y04.574	\$0.00
TITLE IV-E REIMB	E-0400-M078-M02.008	R-9899-Y089-Y04.574	\$0.00
COUNTY HEALTH			
COUNTY HEALTH	E-2210-E001-E11.004	R-9899-Y089-Y04.574	\$0.00
CAMP GROUNDS	E-2211-F069-F02.002	R-9899-Y089-Y04.574	\$0.00
HOME SEWAGE TREATMENT SYSTEMS	E-2227-F074-F06.000	R-9899-Y089-Y04.574	\$0.00
VITAL STATISTICS	E-2213-F075-F02.003	R-9899-Y089-Y04.574	\$5.36
REPRODUCTIVE HEALTH	E-2215-F077-F01.002	R-9899-Y089-Y04.574	\$32.75

PH EMERGENCY READINESS	E-2238-F090-F01.002	R-9899-Y089-Y04.574	\$0.00
PHEP	E-2231-F083-F01.002	R-9899-Y089-Y04.574	\$27.90
NURSING PROGRAM	E-2232-F084-F02.008	R-9899-Y089-Y04.574	\$0.00
AH	E-2241-F093-F07.002	R-9899-Y089-Y04.574	\$9.32
GET VACCINATED	E-2236-F088-F01.002	R-9899-Y089-Y04.574	\$36.52
INTERGARATED NALOXONE ACCESS/ INFRAS	E-2237-F-089-F01.002	R-9899-Y089-Y04.574	\$55.30
EO	E-2239-F091-F01.002	R-9899-Y089-Y04.574	\$120.82
FOOD SERVICE	E-2218-G000-G06.003	R-9899-Y089-Y04.574	\$57.60
WATER SYSTEM FUND	E-2219-N050-N04.002	R-9899-Y089-Y04.574	\$0.00
SWIMMING POOLS AND SPAS	E-2220-P070-P01.002	R-9899-Y089-Y04.574	\$0.00
BODY ART	E-2243-F095-F07.002	R-9899-Y089-Y04.574	\$4.84
	TRANSFER TO: R-9899-Y089-Y04.574	TOTAL	\$43,749.62

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR 2025

WORKERS' COMPENSATION TRUE-UP CREDIT CHARGEBACKS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following transfer of funds for 2025 Workers' Compensation True-Up Credit Chargebacks.

2025 WORKERS' COMPENSATION TRUE-UP PAYMENT

ACCOUNT NAME	TRANSFER FROM	TRANSFER TO	TRUE
	ACCOUNT	ACCOUNT	UP
<u>GENERAL FUND</u>	FROM	TO	
	0.001256		
PUBLIC EMPLOYER EMERG. ORGANIZATION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$0.00
	Rate: 0.001256		
GENERAL FUND	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$0.00
UNDIVIDED ESTATE TAX	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$0.00
TOTAL GENERAL FUND			<hr/> \$0.00
	OTHER AGENCIES		
DOG AND KENNEL	E-1600-B000-B09.004	R-9899-Y089-Y04.574	\$0.00
PUBLIC ASSISTANCE	E-2510-H000-H13.004	R-9899-Y089-Y04.574	\$4,000.88
C.S.E.A.	E-2760-H010-H08.004	R-9899-Y089-Y04.574	\$1,172.88
REAL ESTATE ASSESSMENT	E-1310-J000-J05.004	R-9899-Y089-Y04.574	\$0.00
M.V.G.T. K-1 & K-2	E-2811-K000-K09.004	R-9899-Y089-Y04.574	\$0.00
M.V.G.T. K-11	E-2812-K000-K22.004	R-9899-Y089-Y04.574	\$0.00
M.V.G.T. K-25	E-2813-K000-K35.004	R-9899-Y089-Y04.574	\$0.00
SOIL CONSERVATION	E-1810-L001-L12.004	R-9899-Y089-Y04.574	\$0.00
WATER SHED COORDINATOR-SOIL	E-1815-L005-L12.004	R-9899-Y089-Y04.574	\$0.00
PORT AUTHORITY	E-9799-S012-S09.004	R-9899-Y089-Y04.574	\$0.00
DISTRICT DETENTION HOME	E-0910-S033-S45.004	R-9899-Y089-Y04.574	\$1,038.65
MENTAL HEALTH	E-2310-S049-S61.004	R-9899-Y089-Y04.574	\$171.59
BCBDD-MAIN FUND	E-2410-S066-S77.004	R-9899-Y089-Y04.574	\$0.00
BELMONT COUNTY SENIOR PROGRAM	E-5005-S070-S03.004	R-9899-Y089-Y04.574	\$0.00
CERTIFICATE OF TITLE	E-6010-S079-S09.004	R-9899-Y089-Y04.574	\$37.62

MEDIATION SERVICES-COMMON PLEAS	E-1544-S054-S03.004	R-9899-Y089-Y04.574	\$0.00
TARGETED COM ALTERN TO PRISON	E-1545-S055-S02.002	R-9899-Y089-Y04.574	\$0.00
PROBATION SERVICE GRANT	E-1546-S056-S04.001	R-9899-Y089-Y04.574	\$0.00
NORTHERN COURT-SPECIAL	E-1561-S086-S04.004	R-9899-Y089-Y04.574	\$388.03
EASTERN COURT-SPECIAL	E-1571-S087-S04.004	R-9899-Y089-Y04.574	\$330.12
WESTERN COURT-SPECIAL	E-1551-S088-S04.004	R-9899-Y089-Y04.574	\$346.98
OAKVIEW JUVENILE REHABILITATION	E-8010-S030-S67.004	R-9899-Y089-Y04.574	\$0.00
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9899-Y089-Y04.574	\$0.00
CORRECTIONS ACT GRANT-COMMON PLEAS	E-1520-S077-S05.004	R-9899-Y089-Y04.574	\$0.00
W.I.C. PROGRAM	E-4110-T075-T52.008	R-9899-Y089-Y04.574	\$0.00
LAW LIBRARY RESOURCES FUND	E-9720-W020-W04.004	R-9899-Y089-Y04.574	\$0.00
DRETAC-PROSECUTOR	E-1510-W081-P06.004	R-9899-Y089-Y04.574	\$39.03
DRETAC-TREASURER	E-1410-W082-T06.004	R-9899-Y089-Y04.574	\$0.00
WATER DEPARTMENT			
WWS#3 REVENUE	E-3702-P005-P30.004	R-9899-Y089-Y04.574	\$0.00
SSD #2 REVENUE	E-3705-PO53-P14.004	R-9899-Y089-Y04.574	\$0.00
JUVENILE COURT GRANTS			
ALTERNATIVE SCHOOL	E-0400-M067-M03.004	R-9899-Y089-Y04.574	\$0.00
CCAP	E-0400-M060-M28.004	R-9899-Y089-Y04.574	\$0.00
DIVERSION	E-400-M060-M83.004	R-9899-Y089-Y04.574	\$0.00
PLACEMENT	E-0400-M064-M03.004	R-9899-Y089-Y04.574	\$191.12
TITLE IV-E REIMB	E-0400-M078-M02.008	R-9899-Y089-Y04.574	\$327.82
COUNTY HEALTH			
COUNTY HEALTH	E-2210-E001-E11.004	R-9899-Y089-Y04.574	\$372.79
CAMP GROUNDS	E-2211-F069-F02.002	R-9899-Y089-Y04.574	\$11.45
HOME SEWAGE TREATMENT SYSTEMS	E-2227-F074-F06.000	R-9899-Y089-Y04.574	\$42.90
VITAL STATISTICS	E-2213-F075-F02.003	R-9899-Y089-Y04.574	\$0.00
REPRODUCTIVE HEALTH	E-2215-F077-F01.002	R-9899-Y089-Y04.574	\$0.00
PH EMERGENCY READINESS	E-2238-F090-F01.002	R-9899-Y089-Y04.574	\$208.98
PHEP	E-2231-F083-F01.002	R-9899-Y089-Y04.574	\$0.00
NURSING PROGRAM	E-2232-F084-F02.008	R-9899-Y089-Y04.574	\$429.29
AH	E-2241-F093-F07.002	R-9899-Y089-Y04.574	\$0.00
GET VACCINATED	E-2236-F088-F01.002	R-9899-Y089-Y04.574	\$0.00
INTERGARATED NALOXONE ACCESS/ INFRAST	E-2237-F-089-F01.002	R-9899-Y089-Y04.574	\$0.00
EO	E-2239-F091-F01.002	R-9899-Y089-Y04.574	\$0.00
FOOD SERVICE	E-2218-G000-G06.003	R-9899-Y089-Y04.574	\$0.00
WATER SYSTEM FUND	E-2219-N050-N04.002	R-9899-Y089-Y04.574	\$24.67
SWIMMING POOLS AND SPAS	E-2220-P070-P01.002	R-9899-Y089-Y04.574	\$0.00
BODY ART	E-2243-F095-F07.002	R-9899-Y089-Y04.574	\$2.82
TRANSFER TO:	R-9899-Y089-Y04.574	TOTAL	\$9,137.62

Upon roll call the vote was as follows:

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

**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:
RECORDER'S-Jason Garczyk to Columbus, OH, on March 18, 2026, to attend the Ohio Recorders' Association Legislative Committee meeting. A county car will be used for travel. Jason Garczyk to Columbus, OH, on April 23-24, 2026, to attend the Ohio Recorders' Association 2026 Spring CE Conference.

SSBOC-Amanda Murray and Billy Marinacci to Logan, OH, on May 12, 2026, to attend a 5310 training.

Upon roll call the vote was as follows:

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

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 25, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING SHEENA WEEKS, FULL-TIME NUTRITION DRIVER/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the hire of Sheena Weeks, full-time Nutrition Driver at Senior Services of Belmont County, effective March 9, 2026.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PROPOSAL FROM ERB ELECTRIC COMPNAY/JUSTICE OFFICE COMPLEX

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the proposal from ERB Electric Company in the amount of \$3,650.00 to furnish and install a temporary 50 amp circuit for the EMA trailer when housed at the Justice Office Complex.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept proposal from H. E. Neumann Company in the amount of \$3,945.00 for labor and material to install one Honeywell 9000 Controller for the HVAC software at Belmont County Department of Job and Family Services.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING VEHICLE PURCHASE FOR SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the purchase of one 2026 Chevrolet Silverado K1500 Truck from Whiteside of St. Clairsville, in the amount of \$45,705.00, for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAY APPLICATION NUMBER 12 (THROUGH 2/20/2026) FROM GRAE-CON CONSTRUCTION, INC/BELMONT COUNTY HEALTH AND RECORDS BUILDING PROJECT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve Pay Application Number 12 (through 2/20/2026) from Grae-Con Construction, Inc., in the amount of \$216,943.79 for the Belmont County Health and Records Building project, based upon the recommendation of Mills Group, Project Architect.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AGREEMENT WITH BELMON SOAR FC (BELMONT SOAR)/LAFFERTY BALLFIELDS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into agreement with Belmont Soar FC (Belmont Soar) for use of the Lafferty Ballfields for soccer practices and games for the term beginning April 1, 2026 through March 31, 2028.

Note: Either party may terminate this agreement upon 30 days written notice.

AGREEMENT

This Agreement is entered into between the Board of County Commissioners of Belmont County, Ohio (Board) and Belmont Soar FC (Belmont Soar) on this 4th day of March 2026.

Whereas, the Board owns certain real property located in Lafferty, Union Township, Belmont County, Ohio, which is known as the Lafferty Ballfields or the Belmont County Sports Complex; and

Whereas, Belmont Soar has used the soccer fields at the Lafferty Ballfields in the past for soccer practices; and

Whereas, the parties wish to memorialize certain terms according to which Belmont Soar may continue to use the Lafferty Ballfields.

Now Therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Belmont Soar will have an exclusive right to use the soccer fields at the Lafferty Ballfields for soccer practices and games for the term beginning April 1, 2026 and through March 31, 2028. This exclusive right shall mean that Belmont Soar has exclusive authority to schedule practices and games at the soccer fields at the Lafferty Ballfields and may, in its discretion, exclude others from the soccer fields at times when Belmont Soar has practices or games scheduled. When Belmont Soar has not scheduled practices or games, the parties understand and agree that members of the public may use the soccer fields. Belmont Soar also may agree with other teams or entities to allow them to use the soccer fields when not in use by Belmont Soar, with the understanding that Belmont Soar shall not profit by such use. The parties understand the exclusive rights granted to Belmont Soar shall not extend to the softball fields at the Lafferty Ballfields and instead shall extend to the soccer fields only.
2. Belmont Soar shall not make any changes or improvements to the Lafferty Ballfields without the express permission of the Board's Facilities Director, Scott Larkin.

3. Belmont Soar shall indemnify, defend, and hold the Board, its elected officials, agents, and employees harmless from any and all losses, claims, damages, suits, costs, judgments expenses, and any other liabilities, including attorney's fees, which it may incur as a result of bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or in part by the actions of Belmont Soar, or any of its agents, employees, volunteers, team members, or players, as well as any sub-lessees.
4. Belmont Soar shall keep in effect, at its sole expense, commercial general liability insurance for bodily injury and property damage arising out of the use of the Lafferty Ballfields, or cover such liability and property damage by means of membership in a joint self-insurance pool, or by some combination thereof. Belmont Soar shall carry limits not less than \$1,000,000 per occurrence and shall name the Board as an additional insured.
5. Either party may terminate this agreement upon thirty (30) days written notice to the other party.

Belmont Soar

Board of County Commissioners of
Belmont County

By: Devin Cain /s/
Its: President

Jerry Echemann /s/
Vince Gianangeli /s/

APPROVED AS TO FORM:

T.J. Schultz /s/
Belmont County Assistant Prosecutor
T.J. Schultz

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TITLE IV-E
AGREEMENT BETWEEN BELMONT COUNTY COMMISSIONERS,
ON BEHALF OF BELMONT COUNTY DEPARTMENT OF JOB AND
FAMILY SERVICES AND BELMONT COUNTY PROSECUTOR TO
ALLOW CLAIM REIMBURSEMENT/CSEA CASES**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and execute the Title IV-E agreement by the Belmont County Board of County Commissioners, on behalf of the Belmont County Department of Job and Family Services, and the Belmont County Prosecutor to allow claim reimbursement at the rate of \$41.73 per quarter hour, for the cost of the Prosecutor representing the Department of Job and Family Services in Children Services cases, effective January 1, 2026 through December 31, 2026.

I. Purpose

This Agreement is entered into by the Belmont County Board of County Commissioners through its agent, Belmont County Department of Job and Family Services (hereinafter referred to as BCJFS) and the Belmont County Prosecutor for the purpose of defining the relationship and responsibilities between the parties for the Prosecutor's activities which contribute to the proper and efficient administration of the Title IV-E program of the Social Security Act, 42 U.A.C.A 670 et. Seq.

II. Responsibilities of Belmont County Job and Family Services

Under this Agreement, BCJFS will seek from the Federal government available federal participation (hereinafter FFP) on behalf of the Prosecutor, for the exercise of the Prosecutor's administrative functions specified in the Agreement, and as may be allowable under 45 CFS 1356 ©(2). To the extent such claims are allowed by the Federal government and FFP is awarded for such, BCJFS will distribute to the Prosecutor the FFP awarded and received by BCJFS.

III. Responsibilities of the County Prosecutor

A. Role of Prosecutor

Under this Agreement, BCJFS recognizes the Prosecutor as a unit of local government which performs activities which contribute to the proper and efficient administration of Title IV- E within the State of Ohio and within the County.

In this capacity, the County Prosecutor will exercise the authority granted it under Chapter 309 of the Ohio Revised Code to serve as legal counsel for BCJFS in matters related to the adjudication and disposition of children within the jurisdiction of Chapter 2151 of the Ohio Revised Code, and to perform such other duties that may be required of it by the operation of Title IV-E.

B. Allowable Functions

Under this Agreement, the County Prosecutor may seek reimbursement for its costs related to serving as legal counsel for BCJFS, the County agency empowered, pursuant to Chapter 5153 of the Ohio Revised Code, to perform the child welfare function. Functions which may be claimed for reimbursement include representing the child welfare agency in all court proceedings, preparation, including necessary legal research, for such a representational role, the preparation, including necessary legal research, of pleadings, briefs, and other legal documents for court proceedings involving BCJFS, participating in pre-trial conferences, and attendance at organized and formal training activities for the purpose of which is to improve the capacity of attendees to provide legal services to BCJFS.

C. Non-Allowable Functions

Under this Agreement, the County Prosecutor may **not** seek reimbursement for any of the following activities:

1. All matters related to the adjudication and disposition of juvenile traffic offenders;
2. All matters solely related to the criminal prosecution of any child or adult;
3. All matters related to the determination of paternity of any child pursuant to Section 3111.01 to 3111.19 of the Ohio Revised Code;
4. All matters related to the Uniform Reciprocal Enforcement of Support Act codified in Chapter 3115 of the Ohio Revised Code;
5. All matters related to the County Prosecutor acting as legal counsel for any unit of government other than the PCSA;
6. Matters for which the County Prosecutor already receives reimbursement from ODJFS or any other State or Federal agency.

D. Description of Costs Which May be Claimed

Under this Agreement, the County Prosecutor may seek reimbursement for any of the following incurred in the performance of the activities stated in Paragraph B. Reimbursement shall be at a rate of \$41.73 per quarter hour.

IV. Compensation

BCJFS and the County Prosecutor agree that costs as reported are paid partially by both BCJFS and the County Prosecutor. BCJFS agrees to bill the full amount and to reimburse BCJFS and the County Prosecutor the applicable percentage level of FFP earned for the costs. On a quarterly basis, BCJFS will invoice the Prosecutor's office for the amount of the required local share. All reimbursements shall solely consist of available FFP payable at the applicable federal matching rate for allowable Title IV-E Administrative costs. As this rate fluctuates, any reimbursement disbursed by BCJFS to the PCSA and County Prosecutor must be reconciled to adjust for finalization of FFP. Reconciliation will occur quarterly to adjust for payment made in the prior quarter, adjusted against a subsequent year's contract, and final reconciliation of the contract year may result in the need to process an under/overpayment.

Payment of any FFP under this Agreement is further contingent upon any necessary Federal approval of the State's Title IV-E Program Plan and Title IV-E Cost Allocation Plan as they may be amended to seek FFP for costs associated with activities performed under this Agreement. BCJFS will use its best efforts to secure such FFP as is allowable under this Agreement, but makes no warranty, express or implied, as to the ultimate success of those efforts.

If the Ohio General Assembly, the Federal Government, or any other source at any time disapproves or ceases to continue funding the BCJFS payments hereunder, this Agreement is terminated as of the date funding expires without prior notice of further obligation of BCJFS.

V. Effective Date

This Agreement shall remain in effect from 1/1/2026 through 12/31/2026. Either party may terminate this agreement with 30-day notice to the other party.

VI. Compliance with Federal and State Laws, Rules, and Regulations

The parties agree to comply with all Federal and State laws, rules, regulations, and auditing standards which are applicable to the performance of this Agreement.

VII. Records Retention and Audit Exceptions

- A. All records relating to the costs and supporting documentation for invoices submitted to BCJFS by the County Prosecutor shall be retained and made available for audit by the State of Ohio (including, but not limited to, ODJFS, the Auditor of State, Inspector General or duly authorized law enforcement officials) and an audit is initiated during this time period, the County Prosecutor shall retain such records until the audit is concluded and all issues resolved.
- B. BCJFS shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit as it pertains to state or federal funding of the Agreement. BCJFS shall timely notify the County Prosecutor of any adverse findings which allegedly are the fault of the Prosecutor. Upon receipt of notification from BCJFS, the Prosecutor shall cooperate with BCJFS, and timely prepare and send to BCJFS, its' written response to the audit exception. Failure of the Prosecutor to timely respond to audit exceptions shall result in liability for any repayment necessitated by the audit exceptions.

The Prosecutor shall be liable for any audit exceptions that result solely from its' acts or omissions in the performance of this Agreement. BCDJFS shall be liable for any audit exceptions that result solely from its' acts or omissions in the performance of this Agreement. In the event that an audit exception results from acts or omissions of both BCJFS and the Prosecutor, then the financial liability for the audit exception shall be shared by the parties in proportion to their relevant fault.

- C. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its' officers, employees, agents, and contracted servants, and each party


further agrees to defend itself and themselves and pay any judgements and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from on to the other.

VIII. Entirety of Agreement

All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by both parties.


Belmont JFS Director 2/18/2026
Date


Belmont County Prosecutor 2/24/26
Date


Belmont County Commissioner 3/4/26
Date


Belmont County Commissioner 3/4/26
Date

Belmont County Commissioner _____
Date

Upon roll call the vote was as follows:

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

**DEPARTMENT OF DEVELOPMENT FOR COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) PROGRAM, GRANT NUMBER 25RPIG-1AG-25CDBG**

Motion made by Mr. Gianangeli, seconded by Mr. Echemann to approve and authorize Commission President Jerry Echemann to sign the grant agreement with the Ohio Department of Development for the Community Development Block Grant (CDBG) Program, Grant Number 25RPIG-1AG-25CDBG, in the amount of \$750,000.00 for the period beginning December 1, 2025 and ending January 31, 2028.

Note: This is to aid in the extension of public water service to the unincorporated areas of Mt. Olivett and Hendrysburg. These improvements will be completed in conjunction with a project in the Village of Fairview in Guernsey County.



**Department of
Development**

Development.Ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Lydia Mihalik, Director

**STATE OF OHIO
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PY25 Residential Public Infrastructure Grant
GRANT AGREEMENT**

Grantee	
Grant Control No.:	25RPIG-1AG-25CDBG
Grantee:	Belmont County Board of Commissioners
Address:	101 W Main St Courthouse Saint Clairsville OH , 43950 US
UEIN:	DRKNA8XARGU5
Effective Date:	December 1, 2025
Project End Date:	January 31, 2028
Grant Funds:	\$750,000.00
Federal Program Information	
U.S. Department of Housing and Urban Development (HUD)	
Federal Program Name:	FY2025 Community Development Block Grant (CDBG) Program
Assistance Listing No.:	14.228
Federal Award ID:	B25DC390001
Federal Award Date:	October 1, 2024
Funds Obligated:	\$45,588,088.00
Total Funds Obligated:	\$45,588,088.00

PY25 Residential Public Infrastructure Grant

This Grant Agreement (the "**Agreement**") is entered into between the State of Ohio, Department of Development (the "**Grantor**"), located at 77 South High Street, Columbus, Ohio 43215 and Grantee to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs of implementing the **Community Development Block Grant ("CDBG") Program** (the "**Project**"). This Agreement incorporates the attached Exhibit I, Scope of Work; Exhibit II, Program Requirements; Exhibit III, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards; Exhibit IV, Reporting Requirements; Exhibit V, Grantee Assurances and Certifications; Exhibit VI, Local government Certifications to the State; Exhibit VII, HUD Policy Requirements; Exhibit VIII, HUD's CDBG Program Specific Requirements; and Exhibit IX, Economic Development Program Loan Closing Binder. In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

These Grant Funds are funded as a subaward from the State of Ohio's allocation of Community Development Block Grant ("CDBG") Program funding (CDFR No. 14.228), as authorized pursuant to the 42 USC 5301 et seq, as appropriated by Public Law 119-4 (collectively, the "Act"), and identified by the federal award identification number and federal award date contained in the first page of the Agreement, provided by the U.S. Department of Housing and Urban Development ("HUD") to the Ohio Department of Development. By its duly authorized signature of this Agreement, Grantee expressly acknowledges and agrees to comply with all provisions herein, as well as the applicable requirements set forth under the Act, 24 CFR Part 570, 2 CFR Part 200, and all other state, federal, or local laws, rules, and regulations.

1. Project Funding.

(a) Grant. Grantor hereby grants to Grantee funds in the aggregate amount of Grant Funds listed in the table above (the "**Grant Funds**") to be used for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project substantially as described in Exhibit I.

(b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable.

2. Payment of Grant Funds. Grantor shall disburse the Grant Funds or cause the Grant Funds to be paid, following execution of this Agreement upon written request of Grantee. Grantee may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. Grantee shall submit to Grantor for review and approval requests for disbursement detailing expenditures to be incurred by Grantee and expected period of expenditure in accordance with the Project budget included in Exhibit I. Subsequent disbursements may be withheld by Grantor if previous disbursements have not been expended or proof of expenditure of disbursed Grant Funds has not been supported by contracts, invoices, vouchers, paid receipts or other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in Exhibit I. Grantor shall be the sole judge of the adequacy of documentation of use of funds.

3. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with

PY25 Residential Public Infrastructure Grant

the requirements of this Agreement, or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor or HUD determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within thirty (30) days after demand by Grantor.

In addition, in the event of Grantee's noncompliance with the Act, 24 CFR Part 570, and all other state, federal, or local laws, rules, and regulations, HUD may impose additional conditions on future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339.

4. Agreement Deadlines and Term.

(a) Project Completion. Grantee shall complete the Project not later than the Project End Date set forth on the first page of this Agreement. All eligible expenses for use of Grant Funds must be incurred and paid by Grantee no later than the Project End Date. Grant Funds not expended by Grantee prior to the Project End Date for eligible expenses incurred are subject to return to HUD.

(b) Term of Agreement. This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the Project End Date set forth on the first page of this Agreement unless it is terminated earlier as provided in Section 10 (collectively, the "Term"). Terms of this Agreement that by their nature are intended to survive the Term or are required to survive the Term for compliance with the award of federal funds this Agreement is a sub-grant of shall survive the Term and remain in effect until such obligation or requirement is fulfilled.

5. Pre-Award Costs. Grantee may be reimbursed for costs incurred before the Effective Date of this Agreement, pursuant to 2 CFR 200.458 and 24 CFR 570 Subpart C.

6. Non-Discrimination.

(a) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry, veteran status, or any other factor specified in Section 125.111 of the Ohio Revised Code, in the Civil Right Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to the aforementioned factors. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

(b) Additional Non-Discrimination Requirements.

(i) Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1;

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(ii) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Each community receiving a grant under subpart D of this part, shall submit a certification that it will affirmatively further fair housing, consistent with §§ 5.150 and 5.151 of this title; and

(iii) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply.

7. **Reporting.** Grantee agrees to comply with the reporting obligations described in Exhibit IV attached hereto, 24 CFR Part 570, and any other reporting obligations established by Grantor or HUD, as it relates to the award of Grant Funds under this Agreement. Grantee also agrees to comply with any reporting requirements established by Grantor, the Office of Budget and Management, or the State of Ohio, as it relates to this Agreement. Furthermore, consistent with 2 CFR 200.303, Grantee agrees to maintain internal controls and proper documentation to support funds are appropriately expended in compliance with HUD's rules and regulations, this Agreement, and the Uniform Guidance. Grantee also agrees to provide Grantor with all necessary information to meet Grantor's reporting requirements to HUD. Grantor may request, and Grantee shall comply with, additional information as may be needed to meet HUD reporting requirements.

(a) **Program Reports.** Grantee shall submit to Grantor a Program Report on a bi-annual basis, within fifteen (15) days of the completion of each six-month interval of the Term. Grantee must include in each Program Report all information required pursuant to 24 CFR Part 570, 2 CFR Part 200, 24 CFR Part 91, the Federal Funding Accountability and Transparency Act of 2006 (31 USC 6101 note), and any other information required by Grantor.

(b) **Closeout Report.** Within sixty (60) days after the Project is completed, whether on or before the Project End Date, Grantee shall provide Grantor with a Closeout Report (the "**Closeout Report**") in the form prescribed by Grantor, which shall include all information enumerated within Exhibit III.

(c) **Signature and Costs.** The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by his or her signature of each Program Report or Closeout Report that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

(d) **Remedy.** Performance reports are essential for Grantor's administration of this grant. If Grantee fails to submit any Program Report and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Report is past due.

8. Records Maintenance and Access.

(a) **Maintenance of Records.** Grantee shall maintain records and financial documents sufficient to evidence compliance with 24 CFR Part 570.490, 2 CFR Part 200, 24 CFR Part 91, the Federal Funding Accountability and Transparency Act of 2006 (31 USC 6101 note). Grantor and HUD shall have the right of access to records (electronic and otherwise) of Grantee to conduct audits or other investigations. Records

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shall be maintained by Grantee for a period of three (3) years after all funds have been expended or returned to HUD by Grantor, whichever is later. Grantee agrees to maintain all records related to the award in accordance with the state's records retention schedules and shall make such records available to Grantor, State of Ohio, the Ohio Auditor of State, or other authorized auditors, agents, or representatives upon request. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

Further, Grantee hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for Grantee's use in the future. The Grantee agrees to report on its performance and financial activities (including vendor and cash disbursement supporting details for Grantee) using these new tools when they are released. Once implemented, timely reporting in this new environment will be mandatory. Grantor reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

(b) Inspection and Copying. Grantee shall permit Grantor to inspect and copy, during normal business hours following at least 24 hours' prior notice, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (i) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States or the Government Accountability Office; (ii) include the rights to examine Grantee's accounts and funding sources within the control or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (iii) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (iv) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding Grant Funds and any transaction involving Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this sub-section for Grantee's books and records.

(c) Audits. If Grantee meets the requirements of 2 CFR Part 200, Subpart F, Audit Requirements must notify Grantor when its reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the audit package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, the Grantee may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Ohio Department of Development, Audit Office, Special Projects Coordinator, 77 South High Street, Columbus, Ohio 43215-6130.

(d) Accounting Systems. Systems used by Grantee accounting for the use of Grant Funds must be in accordance with generally accepted accounting standards; 2 CFR Part 200 and applicable appendices; and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee represents it has established procedures to ensure good fiscal and management practices to deposit and account for Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds

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available to the Grantor and HUD, the Comptroller General of the United States, or any of their duly authorized representatives for examination or copying upon a reasonable request.

9. Adherence to State and Federal Laws and Regulations.

(a) General. Grantee shall comply with all applicable federal, state, and local laws and regulations in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations. For purposes of this section, compliance with all applicable federal, state, and local laws and regulations includes each of the following:

- (i) Compliance with the requirements of the Act, 24 CFR Part 570, and guidance issued by HUD regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award;
- (ii) Program Requirements, 24 CFR Part 570, Subpart K;
- (iii) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, as set forth in 24 CFR 570.502;
- (iv) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference. In addition, Grantee certifies it has an active Unique Entity Identifier (formerly a DUNS number) and an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) pursuant to 2 CFR Part 25. Furthermore, Grantee certifies it has an active supplier record with the State of Ohio and federal tax identification number, as applicable;
- (v) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- (vi) Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180. Grantee represents that neither it nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. Grantee further agrees that it will notify Grantor immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or non-procurement programs available at www.sam.gov;
- (vii) Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;

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(viii) 24 CFR Part 5, Subpart A, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a) and the housing counseling requirements at 24 CFR 5.111;

(ix) Section 3 of the Housing and Urban Development Act of 1968, 12 USC 1701u, and implementing regulations at 24 CFR Part 75;

(x) Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines;

(xi) The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 2 CFR part 2429;

(xii) New Restrictions on Lobbying, 31 C.F.R. Part 21. In addition, Grantee agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352. Grantee certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Grantee shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency;

(xiii) The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, M and R;

(xiv) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations in 24 CFR part 75. Section 3 requires that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons;

(xv) Generally applicable federal environmental laws and regulations, including the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58;

(xvi) Build America, Buy America (BABA) Act, 41 USC 8301, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice "Public Interest Phased

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Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR17001), and funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver;

(xvii) Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD’s Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Grantee must comply with 41 USC 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 USC 4712, employees of a government contractor, subcontractor, grantee, and subgrantee – as well as a personal services contractor – who make a protected disclosure about a federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

- (1) Gross mismanagement of a federal contract or grant;
- (2) Waste of federal funds;
- (3) Abuse of authority relating to a federal contract or grant;
- (4) Substantial and specific danger to public health and safety; or
- (5) Violations of law, rule, or regulation related to a federal contract or grant;

(xviii) Grantee certifies that it is in compliance with the terms and requirements of the Federal Funding Accountability and Transparency Act of 2006;

(xix) The Violence Against Women Act requirements set forth 34 USC 12495);

(xx) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally-funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this subpart after November 21, 1996 and that meets the definition of residential structure as defined in 24 CFR 40.2, or the definition of building as defined in 41 CFR 101-19.602(a), is subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards. For general type buildings, these standards are in appendix A to 41 CFR part 101-19.6. For residential structures, these standards are available from the Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Disability Rights Division, Room 5240, 451 Seventh Street, SW, Washington, DC 20410; telephone (202) 708-2333 (voice) or (202) 708-1734 (TTY) (these are not toll-free numbers).

(xxi) Third Party Claims. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Grantor by any third party.

(b) Ethics. In accordance with Ohio Executive Order 2019-11D, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Ohio Executive Order 2019-11D, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised

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Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

(c) Conflict of Interest. Grantee understands and agrees it must maintain a conflict of interest policy consistent with 24 CFR 570.611 and 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity utilizing Grant Funds under this award. Grantee must disclose in writing to Grantor and to HUD any potential conflict of interest affecting the award of Grant Funds in accordance with 2 C.F.R. § 200.112.

(d) Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.

(e) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall be ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1). Furthermore, Grantee acknowledges that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

(f) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies.

10. Default and Remedies.

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a “**Default Notice**”) from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

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- (i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
 - (ii) Demand Repayment of Grant Funds. If Grantee fails to complete the Project as required under Section 4(a) and detailed in Exhibit I, Scope of Work, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.
 - (iii) Recoupment of Funds. Grantee's award and use of Grant Funds is subject to recoupment by HUD and/or Grantor for Grantee's failure to use Grant Funds in strict compliance this Agreement.
 - (iv) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under 24 CFR Part 570, 2 CFR 200.339, this Agreement, or any other applicable state or federal law.
- (c) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
- (d) Termination for Cause. Pursuant to 2 CFR 200.339, Grantor may terminate this Agreement, in whole or in part, for cause upon ten (10) days' notice to Grantee if Grantee fails to comply with the terms of this Agreement.
- (e) Termination for Convenience. This Agreement may be terminated for convenience, in whole or in part, as follows:
- (i) By Grantor with consent of Grantee. Grantor and Grantee shall agree upon the termination conditions, including the effective date of termination and, in the case of partial termination, the portion to be terminated;
 - (ii) By Grantee upon written notification to Grantor. Written notification by Grantee must set forth the reasons for termination, the effective date of termination, and, in the case of partial termination, the portion to be terminated; however, for partial termination, Grantor may terminate this Agreement in its entirety and recoup all Grant Funds disbursed to Grantee if Grantor determines, in its reasonable discretion, the remaining portion of the Project will not accomplish the purpose for which the award of Grant Funds under this Agreement was made.
- (f) Termination for Withdrawal, Reduction, or Limitation of Funding. In the event Grant Funds are not received by the State of Ohio from the federal government, funding is withdrawn, reduced, modified, or limited in any way after the Effective Date of this Agreement and prior to the Obligation End Date, Grantor may terminate this Agreement as to funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that Grantor deems the continuation of the award of Grant Funds is no longer in the best interest of the public,

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Grantor may terminate this Agreement effective upon receipt of written notice from Grantor by Grantee.

(g) Effects of Termination. Within sixty (60) days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report substantially in the form of the report required under Section 7(b) of this Agreement. The final report shall be signed and certified in the same manner as the reports required by Section 7(c) of this Agreement. This reporting obligation shall survive the termination of the Agreement.

(h) Grantor's Expenses. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

11. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

12. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

13. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:
Ohio Department of Development
77 South High Street, 26th Floor
Columbus, Ohio 43215-6130
ATTN: Grants Manager

If to Grantee:
To the Grantee Contact and address as set forth on page one of this Agreement.

With a copy to the Chief Legal Counsel, Development

14. Offshore Services. Grantee affirms it has read and understands Ohio Executive Orders 2019-12D and 2022-02D and shall abide by those requirements in its undertaking of the Project and use of Grant Funds.

15. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

(b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or

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state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

(c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.

(f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(l) Grantor's Authorized Representative. Grantor's Authorized Representative shall be the Director of the Ohio Department of Development or such individual authorized by the Director in writing.

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[Signature Page Follows]

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Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representative as of the dates set forth below their respective signatures effective as of the Effective Date:

Grantee:		Grantor:	
Belmont County Board of Commissioners		State of Ohio	
		Department of Development	
		Lydia L. Mihalik	
		Director	
Sign:	<u>E-SIGNED by Jerry Echemann on 2026-03-04 12:01:53 EST</u>	Sign:	<u>E-SIGNED by Patrick Smith on 2026-03-05 08:51:30 EST</u>
Print:	<u>Jerry Echemann</u>	Print:	<u>Patrick Smith</u>
Title:	<u></u>	Title:	<u>Chief, Community Services Division</u>
Date:	<u>2026-03-04 12:01:53</u>	Date:	<u>2026-03-05 08:51:30</u>

**25RPIG-1AG-25CDBG
Belmont County Board of Commissioners**

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord, Martin Ferry, asked for comments re: the \$500,000 lien against the Auditor's Office. Mr. Echemann said he was glad it is resolved. Mr. Gianangeli said he feels the IRS made a mistake. The Auditor did get an attorney to help battle this issue and she won and that is why it was lifted. He added there were no penalties or interest.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:34 A.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter executive session with Sheriff James Zusack, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

Chief Deputy Moore was also present.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:09 A.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 11:09 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said there is no action to be considered as a result of executive session.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:19 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 11:33 A.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 11:33 a.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF APPROVING UNPAID LEAVE FOR NICOLLE BLOOM,
FULL-TIME DEPUTY CLERK/ WESTERN DIVISION COURT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve unpaid leave for Nicolle Bloom, full-time Deputy Clerk at Belmont County Western Division Court, effective March 3- March 11, 2026.

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 ANNIKA BURGA,
FULL-TIME CHILDREN SERVICES CASE MANAGER/JFS**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the resignation of Annika Burga, full-time Children Services Case Manager at Job and Family Services of Belmont County, effective March 2, 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 11:34 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adjourn the meeting at 11:34 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 11th day of March, 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