

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

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$735,046.32

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

IN THE MATTER OF TRANSFERS WITHIN FUND

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

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S66.003 P.E.R.S.	\$15,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.005 Medicare	\$2,000.00

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Fund	\$70.89

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENTS/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$28,750.00

P05 WATER WORKS FUND AND N88 WWS REVENUE BOND-SHORT LIVED/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9088-N088-N04.574 Transfers In	\$58,000.00

P05 WATER WORKS FUND AND O62 USDA WATER BOND RETIREMENT/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9262-O062-O08.574 Transfers In	\$150,000.00

P05 WATER WORKS FUND AND O63 USDA WATER BOND RESERVE FUND/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9263-O063-O06.574 Transfers In	\$12,350.00

P53 SANITARY SEWER DISTRICT FUND AND O60 SEWER BOND RETIREMENT/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfers Out	R-9261-O061-O04.574 Transfers In	\$11,000.00

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the March 06, 2024, date:

W20 LAW LIBRARY

E-9720-W020-W07.010	Supplies	\$8,283.36
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W98 CEBCO WELLNESS GRANT

E-1498-W098-W21.000	2024 Expenses	\$8,550.00
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Y41 INDIGENT APPLICATION FEES/AUDITOR

E-9841-Y041-Y01.000	Remit to State	\$262.10
E-9841-Y041-Y02.000	Remit to County	\$1,048.42

Y42 RECOUPMENT FEES INDIGENT/AUDITOR

E-9842-Y042-Y01.000	Remit to State	\$608.00
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Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

IN THE MATTER OF TRANSFER OF FUNDS FOR MUTUAL OF OMAHA LIFE

INSURANCE CHARGEBACKS FOR THE FIRST QUARTER PERIOD:

JANUARY, FEBRUARY AND MARCH 2024

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds for the Mutual of Omaha Life Insurance Chargebacks for the First Quarter (January, February and March 2024)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	2,408.82
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	47.03
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	65.64
E-1510-W081-P04.000	PROSECUTOR DRETAC	R-9891-Y091-Y05.500	11.40
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	71.25
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	210.90
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	408.33
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	8.55
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	8.55
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	8.55
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	22.80
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	42.75
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	212.37
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	51.30
E-3702-P005-P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	282.78
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	59.31
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	25.65
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	8.55
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	55.12
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	170.58
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	715.47
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	104.07
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	51.49
E-2211-F069-F04.000	TRAILER PARKS	R-9891-Y091-Y05.500	0.15
E-2227-F074-F06.000	SEWAGE	R-9891-Y091-Y05.500	9.66
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	9.14
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	8.44
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	6.08
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	10.92
E-2236-F088-F01.002	GET VACCINATED	R-9891-Y091-Y05.500	0.39
E-2237-F089-F01.002	INTEGRATED NALOIONE	R-9891-Y091-Y05.500	8.22
E-2238-F090-F01.002	PUBLIC HEALTH WORKFORCE	R-9891-Y091-Y05.500	14.42
E-2241-F093-F07.002	ADOLESCENT HEALTH & RESLLIENCY	R-9891-Y091-Y05.500	4.95
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	16.81
E-2219-N050-N05.000	WATER	R-9891-Y091-Y05.500	1.47
E-2220-P070-P01.002	POOLS	R-9891-Y091-Y05.500	0.39
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	25.65
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	59.85
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	8.55
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	17.10
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	25.65
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	11.43
E-1546-S056-S04.001	PROBATION SERVICES	R-9891-Y091-Y05.500	17.10
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	8.55
	Total amount this transfer		5,316.18

Upon roll call the vote was as follows:

March 6, 2024

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

IN THE MATTER OF TRANSFER OF FUNDS

FOR HSA CHARGEBACKS/MARCH 2024

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds for HSA

Chargebacks for March 2024

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2811-K200-K10.006	ENGINEER	R-9891-Y091-Y12.500	192.62
E-3702-P005-P31.000	WWS#3	R-9891-Y091-Y12.500	263.51
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	263.51
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	70.89
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	192.62
		TOTALS	983.15

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Meyer, seconded by Mr. Dutton to request the Belmont County Budget Commission certify the following monies. **W98 CEBCO WELLNESS GRANT FUND-\$8,550.00** paid into R-1498-W098-W22.501, Grant-2024 on 02/26/2024.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE MONTHLY FINANCIAL REPORT FOR FEBRUARY 2024

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

- Monthly Financial Report for the month of February 2024.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT AND INVESTMENT PORTFOLIO FOR THE MONTH OF FEBRUARY 2024

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

- Interest Report and Investment Portfolio for the month of February 2024.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to execute payment of Then and Now Certification dated March 6, 2024, 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. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Meyer, seconded by Mr. Dutton granting permission for county employees to travel as follows:

March 6, 2024

SSOBC-Powhatan Point Senior Center employees to Moundsville, WV, on March 7, 2024, for a senior outing to Walmart and Kroger. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 28, 2024.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

IN THE MATTER OF APPROVING THE REQUEST OF ASCENT RESOURCES-UTICA LLC TO CANCEL BONDS WITH ARGONAUT INSURANCE COMPANY AND REPLACE WITH BONDS FROM AXIS INSURANCE COMPANY

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the request of Ascent Resources-Utica LLC to cancel the following bonds with Argonaut Insurance Company and replace with bonds from AXIS Insurance Company, based upon the recommendation of Belmont County Engineer Terry Lively:

Cancelled Bond Nos.	Replacement Bond Nos.
SUR0060220 in the amount of \$72,000.00	DUA001327 in the amount of \$72,000.00
SUR0066511 in the amount of \$384,000.00	DUA001330 in the amount of \$384,000.00
SUR0060212 in the amount of \$20,000.00	DUA001329 in the amount of \$20,000.00
1075003 & SUR0066477 in the amount of \$381,000.00	DUA001321 in the amount of \$381,000.00

Note: The bonds cover current RUMA's in use.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

IN THE MATTER OF APPROVING THE VILLAGE OF BELLAIRE'S APPLICATION FOR USE OF MUNICIPAL STREET FUND/VEHICLE LICENSE TAX

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the Village of Bellaire's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$127,989.23 based upon the recommendation of Belmont County Engineer, Terry Lively, for street paving on the following:

- 47th Street Jefferson to Harrison
- 38th Street Noble to Trumbull
- Trumbull Street 38th to High Ridge
- Washington Street 33rd to 34th
- 21st Belmont to Guernsey
- 46th Street Noble to Franklin
- Monroe Street 32nd to 38th
- Franklin Street 33rd to 34th to 38th
- Folk Street Taney to Dorer
- 33rd Guernsey to Monroe

Note: The estimated cost is \$731,275.00 of which \$127,989.23 will be paid from this source.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

Frank Shaffer, Bellaire's Village Administrator, said storm sewers are also being replaced. He noted they have received some funding through OPWC's Small Government funding.

IN THE MATTER OF AWARDING BID FOR BELMONT COUNTY ENGINEER'S PROJECT 24-5 BEL-CR-VAR CULVERT REPLACEMENT TO NLS PAVING, INC

Motion made by Mr. Meyer, seconded by Mr. Dutton to award the bid for the Belmont County Engineer's project 24-5 BEL-CR-VAR Culvert Replacement to the low bidder, NLS Paving, Inc. in the amount of \$424,450.00, based upon the recommendation of Belmont County Engineer Terry Lively.

Note: Engineer's estimate: \$375,000.00. This will be paid for with MVGT funds.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

IN THE MATTER OF AWARDING BID FOR 2024 TRUCK AND CHASSIS FOR ENGINEER'S DEPARTMENT TO WHITESIDE OF ST. CLAIRSVILLE, INC.

Motion made by Mr. Meyer, seconded by Mr. Dutton to award the bid for the 2024 Truck and Chassis for the Belmont County Engineer's Department to the only bidder, Whiteside of St. Clairsville, Inc. in the amount of \$56,310.00, based upon the recommendation of Belmont County Engineer Terry Lively.

Note: This will be paid for with MVGT funds.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

Mr. Meyer noted the Engineer's Department is funded through the gas tax and license plate fees.

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH BLUE RACER MIDSTREAM, LLC

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into a Roadway Use Maintenance Agreement with Blue Racer Midstream, LLC, effective March 6, 2024, for pipeline activity at 0.69 miles of CR 114 (Fairview Road), 0.79 miles of CR 120 (Douglass Road) and 0.56 miles of CR 70 (Pultney Ridge Road) at the Ascent Rock Ridge Project.

Note: County-wide Bond No. B008245 (238281) for \$1,500,000.00 on file.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE 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 Blue Racer Midstream, LLC, whose address is 5949 Sherry Lane, Suite 1700, Dallas, Texas 75225 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Warren 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 right of way and field agreements, and intends to construct, operate, and maintain certain facilities for the **Ascent Rock Ridge Project**, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the Ascent Rock Ridge Project located in Warren Township in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 0.69 miles of CR-114 (Fairview Rd), 0.79 miles of CR-120 (Douglass Rd), and 0.56 miles of CR-70 (Putney Ridge Rd) for the purpose of ingress to and egress from the pipeline facilities for the Ascent Rock Ridge Project, for traffic necessary for the purpose of constructing the pipeline and pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

WHEREAS, 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 Pipeline or Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 3 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-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline 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, prior to or during any Pipeline 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-114 (Fairview Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with TR-162 (Lowe Rd) and ending at Operators Valve Site entrance on CR-114 (Fairview Rd). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-114 (Fairview Rd) for any of its Pipeline or Drilling Activities hereunder. AND

The portion of CR-120 (Douglass Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with CR-114 (Fairview Rd) and ending at a point 0.16 miles south of the crossing location of Operator's pipeline project (Ascent Rock Ridge project). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-120 (Douglass Rd) for any of its Pipeline or Drilling Activities hereunder. AND The portion of CR-70 (Putney Ridge Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with CR-120 (Douglass Rd) and ending at a point 0.56 miles west, being the entrance to the Ascent Rock Ridge well pad. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-70 (Putney Ridge Rd) for any of its Pipeline or Drilling Activities hereunder

2. 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 Pipeline 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 Pipeline 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.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing 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.

4. 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 Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless accepted for the reasons provided below, prior to the Pipeline Activity on the designated Routes, 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 Pipeline Activity on the Routes by Operator. The amount of the bond or surety shall be considered to be included in the County-wide bond on file at the County, as described in Appendix A. 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.

6. 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.

7. 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.

8. If 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.

9. 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). 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.

10. 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. “The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority”.

- 11. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf for this specific agreement.
- 12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
- 13. 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.
- 14. Agreement shall be governed by the laws of the State of Ohio.
- 15. This Agreement shall be in effect on March 6, 2024.
Executed in duplicate on the dates set forth below.

Authority

By: _____
Commissioner

By: J. P. Dutton /s/
Commissioner

By: Josh Meyer /s/
Commissioner

By: Terry Lively /s/
County Engineer

Dated: 3-6-24

Approved as to Form:

Jacob Manning, Assistant Prosecuting Attorney

County Prosecutor

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

Operator

By: James McCrary /s/

Printed name: James (Windale) McCrary

Company Name: Blue Racer Midstream, LLC

Title: Attorney-in -Fact

Dated: February 15, 2024

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE

AGREEMENT WITH OHIO GATHERING COMPANY, LLC

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into a **Roadway Use Maintenance Agreement** with Ohio Gathering Company, LLC, effective March 6, 2024, for drilling activity at 1.22 miles of CR 26 (Twenty-Six Road) at the JAC Pipeline.

Note: County-wide Bond No. K15756408 for \$1,000,000.00 on file.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between Belmont County Commissioners, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and Ohio Gathering Company, L.L.C., whose address is 43050 Industrial Park Road, Cadiz, Ohio 43907 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Wayne 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 [JAC Pipeline], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [JAC Pipeline] (hereafter collectively referred to as “oil and gas development site”) located in Wayne Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.22 miles of CR- 26 (Twenty Six Road), for the purpose of ingress to and egress from the [JAC Pipeline], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [JAC Pipeline] (hereinafter referred to collectively as “Drilling Activity”); and

WHEREAS Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon because 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 predrilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, because 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 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 Township 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 26, to be utilized by Operator hereunder, portion beginning at the intersection of SR-148 (Captina Highway) and ending at the proposed permanent access road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR- 26 (Twenty-Six Road) for any of its Drilling Activities hereunder.

2. 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 Township, 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 Township, 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 Wayne

Township. The maintenance of roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents.

The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing 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.

3. 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.
4. 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 122,000 & 00/100 DOLLARS (\$ 100,000 .00) per mile. An additional bond for bridge(s) 0 & 00/100 DOLLARS (\$ 100,000 .00) per bridge. 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.
 5. 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. 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.
 6. If Authority determines that any additional traffic signage is needed, or desired, because of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator’s sole expense. If any other safety concerns should arise during this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
 7. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the Township/ 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). 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.
 8. 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 because 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
 9. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf.
 10. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
 11. 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.
 12. Agreement shall be governed by the laws of the State of Ohio.
 13. This Agreement shall be in effect on March 6, 2024.

Authority
 By: _____
 Commissioner
 By: J. P. Dutton /s/
 Commissioner
 By: Josh Meyer /s/
 Commissioner
 By: Terry Lively /s/
 County Engineer
 Dated: 3-6-24
 Approved as to Form:
Jacob Manning, Assistant Prosecuting Attorney
 County Prosecutor
 Upon roll call the vote was as follows:

Operator
 By: Ryan Alderson /s/
 Printed name: Ryan Alderson
 Company Name: Ohio Gathering Company, LLC
 Title: Permit Supervisor
 Dated: November 28, 2023

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

IN THE MATTER OF ENTERING INTO THE MASTER SALES AGREEMENT BETWEEN TIMEKEEPING SYSTEMS INC. AND BELMONT COUNTY SHERIFF’S OFFICE & JAIL FOR THE GUARD 1 REAL TIME SYSTEM

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve entering into the Master Sales Agreement between TimeKeeping Systems, Inc., and the Belmont County Sheriff’s Office & Jail for the Guard1 Real Time System, effective March 6, 2024 for a one-year term; the agreement shall automatically renew for five successive one-year periods, unless either party gives a sixty day written notice.
Note: The cost of the system and on-site training is \$30,162.17 with an annual maintenance fee after the first year of \$8,945.00. Commissary funds will be used to pay for all costs associated with this system.

**TimeKeeping Systems, Inc.
 Master Sales Agreement**

This Master Sales Agreement (“Agreement”) is entered into as of this 6th day of March, 2024 (the “Effective Date”), by and between TimeKeeping Systems, Inc., an Ohio Corporation, with an address of 30700 Bainbridge Road, Solon, Ohio 44139 (“TKS”) and the **Belmont County Sheriff’s Office & Jail**, with an address of **68137 Hammond Road, St. Clairsville, Ohio 43950** (“Customer”).

WHEREAS, TKS manufactures the Guard1 Real Time system of proprietary software, equipment and related items for providing documentation, efficiency and safety to Customer, Customer’s employees and individuals in Customer’s custody and care; and **WHEREAS**, Customer desires to purchase, and TKS desires to provide, the selected equipment, software, services, and related items set forth herein subject to the terms of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

Attachments

This Agreement includes the following attachments incorporated herein by reference:

- Exhibit A: Minimum System Requirements
- Exhibit B: Statement of Work
- Exhibit C: Equipment, Software and Services

Definitions.

"Hardware" means data processing devices, including without limitation, computer systems, networking equipment, mobile or portable electronic devices, and devices for communicating between and among other hardware devices.

“Equipment” means the hardware, and other tangible equipment set forth on Exhibit C sold and/or installed by TKS to Customer

hereunder.

"Tracking Components" means Duress Devices and Active Beacon Tracking Devices.

"Software" means software or firmware, including Guard1 Real Time software, other software required for its operation, and firmware resident in hardware devices, developed, provided and/or installed by TKS and licensed by TKS to Customer hereunder.

"Service" or "Services" means the professional services provided by TKS, including, but not limited to, installation and implementation services, custom programming, technical support and any additional training or support beyond the scope of standard technical support.

"Hosting" or "Cloud Hosting" means the provision and management of computing resources by TKS on behalf of Customer.

"Guard1 System" means the totality of the equipment, software and services sold and/or licensed and/or installed by TKS to Customer hereunder.

Purchase and Sale.

a. Customer hereby purchases, and TKS hereby sells the Equipment and Services and licenses the Software set forth on Exhibit C pursuant to the terms and conditions of this Agreement.

All changes affecting delivery date or otherwise affecting the scope of the order are subject to prior written approval by TKS and may result in price, delivery, specification, and/or other changes.

Equipment shall be invoiced at the time of shipment. Software shall be invoiced at the time it is made available to Customer via physical media or download. Services shall be invoiced at the beginning of the project. Support fees and license fees shall be invoiced annually in advance. Renewal of lapsed support or licenses (including any mobile device license) for the Guard1 System shall require a reinstatement fee invoiced to cover the lapsed period of time.

Terms of Sale are net thirty (30) days from date of invoice, subject to credit approval. Customer agrees to pay interest on all past due amounts at a rate of ten percent (10%) per annum. Customer to pay all costs of collection, including attorneys' fees. No offset of payment by Customer is permitted. TKS reserves the right to withhold technical support and repair services if Customer fails to pay the full balance within thirty (30) days from the date of invoice. If any part of this paragraph shall conflict with any public law or government regulation, the public law or government regulation shall apply.

No order placed under this Agreement may be cancelled without TKS's prior written approval. No equipment shipped to customer may be returned without a Return Merchandise Authorization (RMA) issued by TKS. TKS may, at its option, impose a cancellation or restocking charge for any such cancellation or return.

Purchase Orders

a. *Purchase Orders.* Purchase orders are not required by TKS. Customer may issue a purchase order to TKS if required by Customer or any legal statute or regulation. Any terms and conditions in Customer's purchase order(s) will not apply unless accepted in writing by TKS.

Orders. Timely written acceptance, by a representative of Customer, of a TKS quotation or other offer, shall be considered a valid order, regardless of whether Customer's procedures may require a formal purchase order.

Shipment; Title

Unless otherwise agreed between the parties, shipment will be F.O.B. TKS's factory, warehouse or other point of shipment by TKS, and TKS will invoice the Customer for shipping charges. Risk of loss or damage shall pass to Customer at the F.O.B. point. Customer to pay all shipping, insurance, C.O.D. and related charges. Title to hardware shall remain with TKS as security only and until paid in full. Title for software or firmware remains with TKS and is licensed for use by Customer pursuant to the License terms and conditions of this agreement and any other applicable TKS's license agreement.

TKS Additional Offerings

TKS offers the following as additional options for Customer which, if selected by Customer, shall be set forth on Exhibit C:

a. Mobile devices used in conjunction with the Guard1 System shall be TKS approved devices only, purchased from TKS subject to the terms of this agreement, and managed by TKS under its mobile device management ("MDM") plan. Customer shall provide access to devices as required by TKS for updates and other MDM functions. Customer agrees to pay an annual mobile license fee during the Term of this Agreement.

A Cloud-based Guard1 System, if selected, shall be subject to the provisions of the *Cloud System Service Level Agreement* Section 10 below. The Cloud option allows Customer to run the Guard1 System from Microsoft Azure cloud servers. Customer agrees to pay hosting and support fees during the Term of this Agreement.

Technical Support

a. *Technical Support Services.* Technical Support Services include the following:

- An annual training class.
- Assistance with resolution of technical problems.
- Basic assistance with usage of the Guard1 System.
- Technical assistance for upgrades.

TKS shall use its best efforts to resolve any technical problems. However, TKS does not guarantee a resolution.

Professional Services. Professional Services (including installation, start-up, application engineering assistance and technical training) are provided subject to a mutually agreed upon Statement of Work, in the form attached hereto as Exhibit B and made a part hereof, (each a "Statement of Work") or, if no Statement of Work is made a part of this Agreement, upon request by Customer. Assistance outside the scope of Technical Support is available via a request for additional Professional Services, for a quoted amount, and to be set forth in a Statement of Work. Statements of Work which are executed by the parties shall reference this Agreement and shall become part of this Agreement from the date of execution. In the event of a conflict between the provisions of this Agreement and the specific provisions set forth in a Statement of Work, the provisions of such Statement of Work shall prevail.

Available Hours. Technical Support is available Monday-Friday, 8:00 am-6:00 pm EST, with the exclusion of national holidays.

Extended Hours Support. Extended Hours Technical Support is available to customers using the Guard1 Tracking Components, for an additional fee. Extended Hours Technical Support is available to all other customers, for an additional fee, at TKS's sole option. Extended Hours Technical Support covers issues that significantly impact or may potentially impact Customer's operations. Extended Hours Technical Support is available 24 hours per day, 365 days per year. TKS will respond to Extended Hours support requests within two hours, via phone or e-mail, on a priority, best effort basis.

Technical Support Fees. Customer agrees to maintain current Technical Support billed annually, in advance.

Customer Obligations

During the Term of this Agreement, Customer shall comply with the following duties and obligations:

a. *Customer Environment.* Customer's existing hardware, equipment and technology environment shall meet the minimum standards as set forth in Exhibit A. In the event of an upgrade, Customer's hardware, equipment and technology environment will meet the then-current standards as set forth in Exhibit A.

Remote Access. Unless otherwise agreed to by the parties in writing, all Services will be provided remotely by TKS. As such, Customer's environment must have remote access capabilities and Customer must allow access by TKS when deemed necessary to provide Services.

Cooperation. Customer shall make available such personnel, resources, and information as may be reasonably required for the successful implementation of the Guard1 System, including those specified in a Statement of Work. Customer's designated employees must reasonably participate in any scheduled Guard1 System training.

Security Protection. Customer shall be responsible for developing and maintaining physical and electronic security measures for access to its designated locations, its network, and any Customer data.

Costs. Customer will be responsible for and agrees that TKS may invoice for additional costs due to Customer's failure to comply with its obligations set forth in this *Customer Obligations* Section 8.

License

Subject to terms of this Agreement, TKS grants Customer a non-exclusive, non-transferable license to use the Software for Customer's internal business or operational purposes.

TKS is the owner of all right, title and interest in and to the Software, including all patent, copyright, trademark and trade secret rights in and to the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold, and no ownership rights in the Software are transferred to Customer.

Customer acknowledges and agrees that its right to use Licensed Software is contingent upon maintenance of current Technical Support and payment in full of any and all fees and charges, whether one-time or periodic, whether for hardware, software, services or support.

Cloud System Service Level Agreement

The following Cloud System Service Level Agreement terms and conditions apply to systems hosted by TKS on the Customer's behalf. They do not apply to on-premises systems which reside on customer servers.

- a. *Uptime Guarantee:* TKS's "Uptime Guarantee" is 99% which equates to a maximum of 7.12 hours of downtime during any consecutive 30-day period.

Service Not Available/Significant Degradation: TKS's outage reporting is to notify Customer within 15 minutes after TKS's determination that the Guard1 System and/or Services are unavailable or significantly degraded. Resolution of outage will be conducted as soon as possible using reasonable best efforts of TKS. Escalation threshold will be 1 hour for complete loss of service and 4 hours for a significant degradation.

Limited Degradation: TKS's outage reporting is to notify Customer within 1 hour after TKS's determination that the Guard1 System and/or Services have a limited degradation. Resolution of outage will be conducted as soon as possible using reasonable best efforts of TKS. Escalation threshold will be 24 hours.

Small Degradation: TKS's outage reporting is to notify Customer within 24 hours after TKS's determination that the Guard1 System and/or Services have a small degradation. Resolution of outage will be conducted as soon as possible using reasonable best efforts of TKS. Escalation threshold will be 48 hours.

Process: TKS's obligations herein are applicable only if Customer provides TKS with designated representatives and supplies TKS with applicable updates as contact information changes. TKS will be relieved of its obligations if TKS's contact information for Customer is out of date or inaccurate due to Customer's action or omission or if TKS's failure is due to reasons of Force Majeure as defined in this Agreement.

Remedy: If TKS fails to meet the above obligations, at Customer's request Customer's account shall be credited the pro-rated charges for any hours beyond 7.12 hours over any consecutive 30-day period under the Uptime Guarantee. Such credit shall not exceed the amount paid or payable by Customer to TKS during the period or periods in which the SLA was not met. Customer agrees that such SLA credits shall constitute the sole, exclusive and complete remedy for Customer with respect to the corresponding failures by TKS to perform in accordance with the SLA.

Upgrades: TKS may schedule downtime for routine maintenance and upgrades to its Cloud-based system during off-peak hours (6:00 p.m. through 6:00 a.m. prevailing Eastern Standard Time). TKS shall attempt to provide Customer with at least one (1) week advanced notice of such scheduled downtime or upgrade, and will attempt to coordinate the time of upgrade for the convenience of Customer. TKS also reserves the right to suspend Customer's access to the Guard1 System for purposes of emergency maintenance work at any time as deemed appropriate by TKS, without notice to Customer.

Hosting Fee: Customer acknowledges that cloud services are provided in return for a recurring hosting charge.

Caveats and Exclusions: TKS specifically does not and cannot guarantee the following: Circuit outages; Performance within Customer's internet service provider's network; Performance across peering links; Performance to a specified end-user; Impact from manufacturer hardware or software defects including security vulnerabilities; Impact due to internet or 3rd party hosted denial of service, virus, or malware threats; Impact due to TKS requiring action by Customer to restore service; and Impact due to radio frequency (RF) or electromagnetic (EM) interference.

System Monitoring and Support Access

- a. *System Monitoring.* TimeKeeping Systems uses multiple tools to monitor the proper functioning of your Guard1 Real Time software and the computer system and network on which it resides. These tools send information to a TimeKeeping Systems managed monitoring server. Typical information includes CPU, memory, status of services, and errors.
- b. *Support Access.* TimeKeeping Systems support personnel may need access to the server where Guard1 is running. Typical purposes include maintenance, upgrades, diagnosing problems, and retrieving logs.
- c. *System Monitoring and Support Access for Hosted Systems.* If your Guard1 Real Time software resides on a server that is hosted, TimeKeeping Systems uses System Monitoring and Support Access tools to manage and support your hosted system.
- d. *System Monitoring and Support Access for On-Premises Systems.* If your Guard1 Real Time software resides on a server that you manage, you agree 1) to permit installation of System Monitoring and Support Access tools on your server, and 2) to permit TimeKeeping Systems to perform System Monitoring, and 3) to permit Support Access to TimeKeeping Personnel as needed. Failure by Customer to allow necessary access shall constitute a waiver by Customer of TKS's obligation to provide remote support for your Guard1 System. System Monitoring and Support Access tools typically require a software agent or other software component to be placed on your server, and may require additional network or firewall configuration.

Term and Termination

- a. *Term.* This Agreement shall commence on the Effective Date and continue for a period of one (1) year (the "Initial Term") from the Effective Date. Thereafter, this Agreement shall automatically renew for five successive one (1) year periods (each a "Renewal Term"), unless either party gives the other party written notice of its intention to terminate not less than sixty (60) days prior to expiration of the Initial Term or then-current Renewal Term, as applicable. The Initial Term, together with any Renewal Term constitutes the "Term" of this Agreement.

Default

In the event of a breach or default by Customer under this Agreement, TKS shall have the right to terminate this Agreement and pursue any remedy available at law or in equity, including, but not limited to, seeking damages, specific performance and an injunction.

In the event of non-payment by Customer, TKS shall have the right to suspend or terminate Customer's Hosting or Services.

No termination by Customer for default shall be effective unless and until TKS shall have failed to correct such alleged default within forty-five (45) days after receipt by TKS of the written notice specifying such default.

Customer acknowledges that support, hosting, license or lease fees, if any, are invoiced annually in advance. Except for termination under the preceding paragraph iii, in the event of termination by either party, annual fees will not be prorated or refunded.

Effect of Termination. Upon the termination of this Agreement, all obligations and rights of the parties hereunder shall automatically and immediately cease, except their respective obligations under the following Sections: *Invoices/Sales Terms; Confidentiality; Warranty Disclaimer; and Indemnity*, and their respective obligations that accrued prior to termination or result from any default hereunder, all of which shall survive termination to the maximum extent permitted by applicable legal requirements. Further, Customer shall be responsible for the payment of any balance owed to TKS, which shall immediately become due and owing.

Data Retention

- i. For hosted systems, TKS will retain Customer's data for 30 days after Termination, after which it will be deleted. TKS shall bear no responsibility for data deleted in accordance with this section.

At any time up 30 days after Termination, TKS shall provide a copy of Customer's data upon written request by Customer. TKS shall invoice Customer for this service at TKS's then current rate for Professional Services.

Warranties

- a. *Limited Hardware Warranty.* Hardware which is subject to any hardware warranty is also subject to this Agreement unless inconsistent with the hardware warranty, in which case the hardware warranty shall govern.

- i. **Warranty Term**

PIPE II (Version II, identified by serial numbers beginning with "A") is warranted to be free from defects in materials and workmanship for a period of five years from the date of original purchase. Batteries are warranted to maintain an adequate operating voltage level for a period of five years from the date of original purchase.

Mobile Devices are warranted to be free from defects in materials and workmanship for a period of five (5) years from the date of original purchase.

Wall Mount RFID Tags are warranted to be free from defects in materials and workmanship for their service lifetime

All other hardware products are warranted to be free from defects in materials and workmanship for a period of one (1) year from the date of original purchase.

TKS agrees to repair or, at TKS's option, replace equipment supplied by TKS which proves to be defective in materials or workmanship. Satisfaction of this warranty, consistent with other provisions herein, will be limited to the replacement, or repair or modification of, or issuance of a credit for the goods involved, at TKS's option, only after the return of such goods with TKS's consent and issuance of a Return Merchandise Authorization (RMA). Any warranty service (consisting of time, travel, and expenses related to such services) performed other than at TKS's factory, shall be at Customer's expense.

Software and Firmware. TKS warrants that new software will conform to the written specifications prepared, approved, and issued by TKS for a period of twelve (12) months from the date of shipment from TKS's factory in Solon, Ohio, or if transferred electronically, from the date of download or other transfer to Customer. In the event of a warranty claim, TKS will provide corrective measures which are limited, at TKS's option, to repair, replacement or modification of the software and/or firmware code, or recommendation of a viable, alternative application that will enable Customer to work around the failure. TKS makes no representation or warranty, express or implied, that the operation of the software or firmware will be uninterrupted or error free, or that the functions contained therein will meet or satisfy Customer's intended use or requirements.

Third Party Products. Products which are not manufactured by TKS are subject to the manufacturer's warranty.

Warranty Disclaimer. Warranty satisfaction is available only if (i) TKS is promptly notified in writing upon discovery of an alleged defect and (ii) TKS's examination of the subject goods discloses, to its satisfaction, that any alleged defect has not been caused by misuse, abuse, neglect, improper installation, improper operation, improper maintenance, repairs by other than TKS's authorized service facility, alteration or modification, accident, or unusual deterioration or degradation of the goods or parts thereof due to physical environment or due to electrical or electromagnetic noise environment. Repair or replacement as provided under these warranties is the exclusive remedy of customer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 13 OR ELSEWHERE IN THIS AGREEMENT TKS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN NO EVENT SHALL TKS HAVE ANY LIABILITY TO CUSTOMER IF THE GUARD1 SYSTEM OR SOFTWARE HAVE BEEN SUBJECTED TO MISUSE, MISAPPLICATION OR NEGLIGENCE, DAMAGED BY ACCIDENT, RENDERED DEFECTIVE BY REASON OF IMPROPER INSTALLATION, NOT USED AS RECOMMENDED AND IN ACCORDANCE WITH APPROVED INSTALLATION AND OPERATING PRACTICES OR RENDERED DEFECTIVE BY THE PERFORMANCE OF REPAIRS OR ALTERATIONS NOT APPROVED BY TKS.

Returns

Prior to returning goods for repair or exchange, the Customer must first obtain a Return Merchandise Authorization ("RMA") number from TKS. The RMA number must appear on the shipping carton. A Return Merchandise Authorization will be valid for thirty (30) days only. The Customer shall bear the cost of shipping the goods to TKS. When goods are received without an RMA number, or if the RMA has expired, TKS may, at its option, return the goods to the Customer, freight collect, or process the return for a handling charge of twenty-five dollars (\$25) or ten percent (10%) of the product cost, whichever is greater. Returns for credit are subject to a twenty percent (20%) restocking fee plus any charges incurred in refurbishing the goods. Under no circumstances may goods be returned after thirty (30) days.

Insurance; Indemnity

a. *Insurance.* During the Term of this Agreement, TKS shall maintain commercially reasonable insurance coverage for the following risks: (i) Comprehensive General Liability Insurance; and (ii) Workers' Compensation (as required by statute). Upon written request of the Customer, TKS shall name the Customer as an additional insured under such policies (except for Workers' Compensation), and shall provide Customer with a certificate evidencing the above insurance coverage.

b. *Intellectual Property.* TKS shall defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third party alleging that the use of the Guard1 System as permitted hereunder infringes or misappropriates the registered copyrights or issued patents of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorneys' fees incurred by, Customer in connection with any such Claim; provided, that Customer (a) promptly gives TKS written notice of the Claim; (b) gives TKS sole control of the defense and settlement of the Claim (provided that TKS may not settle any Claim unless the settlement unconditionally releases Customer of all liability); and (c) provides to TKS all reasonable assistance. Customer may, at its own cost, participate in the investigation, trial and defense of any such proceeding, and any appeal arising from the proceeding, and employ its own counsel in connection therewith.

Indemnification. TKS shall indemnify, defend and hold harmless Customer, its directors, officers and employees, successors and assigns, from and against any and all claims of third parties resulting from TKS's negligence or willful misconduct in the performance of its obligations hereunder. IN NO EVENT, REGARDLESS OF CAUSE, SHALL TKS BE LIABLE FOR (A) BUSINESS INTERRUPTION, LOSS OF PROFIT OR THE LIKE, (B) PENALTIES OR PENALTY CLAUSES OF ANY DESCRIPTION, (C) INDEMNIFICATION OF CUSTOMER EXCEPT AS PROVIDED IN THIS PARAGRAPH, (D) INDIRECT OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCE, INCLUDING ANY LOSS, INJURY, OR OTHER DAMAGES. TKS'S MAXIMUM LIABILITY, INCLUDING DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE ORDER. This limitation of TKS's liability will apply regardless of the form of action, whether in contract or tort, including negligence. Any claim against TKS must be made within six (6) months after the cause of action accrues.

Confidentiality

a. *Definition.* "Confidential Information" shall mean confidential or other proprietary information that is disclosed in writing by one party (the "Disclosing Party") to the other party (the "Receiving Party") under this Agreement and conspicuously labeled by the Disclosing Party as Confidential Information at the time of disclosure, including, without limitation, designs, drawings, models, prototypes, software designs and code, bit-map files, data, product specifications and documentation, business and product plans, and other confidential business information. Confidential Information shall not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the Receiving Party; (ii) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (iii) is already known to the Receiving Party at the time of disclosure under this Agreement; or (iv) is disclosed to the Receiving Party by a third party without obligation of confidentiality.

Protection of Confidential Information. Each party agrees not to transfer or otherwise disclose the Confidential Information of the other party to any third party unless authorized in writing. Each party shall (i) give access to such Confidential Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own confidential information, but, in no event, shall a party apply less than a reasonable standard of care to prevent such disclosure or unauthorized use. Receiving Party shall not be in violation of its obligations under this *Confidentiality* section if it discloses Confidential Information pursuant to a judicial or governmental order, provided that the Receiving Party gives the Disclosing Party sufficient prior notice to contest such order and seek a protective order.

Confidential Information Not Related to the Performance of this Agreement. Customer acknowledges that TKS does not wish to receive any Confidential Information from Customer except Confidential Information that is necessary for TKS to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, TKS may reasonably presume that any unrelated information received from Customer is not proprietary or Confidential Information.

Disclosure to Competitors Regarding the Guard1 System. Customer agrees not to provide any information (whether Confidential Information or otherwise) relating to the Guard1 System, its composition, Software, Hardware, Equipment, intellectual property, pricing, or other attributes, to any person or entity that is (i) a competitor of TKS; or (ii) that develops, markets or manufactures products (A) substantially similar to the Guard1 System or any Guard1 System component or (B) for any purpose substantially similar to that of the Guard1 System or any Guard1 System component.

Government Entities. If Customer is a government entity subject to public record inspection or disclosure laws, disclosure of legally

mandated Confidential Information that is deemed a public record under such laws and does not fall under any of the applicable exemptions thereunder shall not be a breach of this Agreement, provided that Customer gives TKS sufficient prior notice to contest such records request and seek a protective order.

General Provisions

a. *Complete Understanding; Modification.* This Agreement including all exhibits and any Software License Agreements (if applicable) constitutes the complete, integrated and exclusive agreement of the parties and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement shall be effective unless in writing and signed by both parties hereto.

Force Majeure. TKS shall not be liable for any loss, damage or delay in delivery due to acts of God or causes beyond its reasonable control including acts of the Customer, acts of civil or military authority, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, transportation embargoes, or inability due to causes beyond its reasonable control to obtain necessary engineering talent, labor, materials or manufacturing facilities. In the event of such delay, the delivery date shall be extended for that length of time as may be reasonably necessary to compensate for the delay.

Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

Governing Law and Forum.

i. *Government Entities.* If Customer is a government entity and Customer is subject to laws which mandate its governing law and/or venue for dispute resolution, this Agreement (A) shall be made in and performed in the state of the Customer's location, (B) shall be governed by and interpreted in accordance with the laws of such state including its provisions of the Uniform Commercial Code, (C) all actions or proceedings arising directly or indirectly from this agreement shall be litigated in the state or federal courts of Customer's location, as applicable. Should any term or provision of this Agreement be held wholly or partly invalid or unenforceable under applicable law, the remainder of the Agreement evidenced hereby will not be affected thereby.

ii. If Customer is not a government entity or Customer is not subject to a state law which mandates its governing law, this Agreement shall be made in and performed in the State of Ohio and shall be governed by and interpreted in accordance with the laws of the State of Ohio including its provisions of the Uniform Commercial Code. Customer agrees that all actions or proceedings arising directly or indirectly from this Agreement shall be litigated exclusively in courts having both jurisdiction and venue within the State of Ohio and Cuyahoga County. Customer hereby consents to the jurisdiction of any local, state or federal court located within the State of Ohio and Cuyahoga County and waives the personal service of any and all process upon Customer herein and consents that all such service or process may be made by certified mail to the Customer. Should any term or provision of this Agreement be held wholly or partly invalid or unenforceable under applicable law, the remainder of the Agreement evidenced hereby will not be affected thereby.

Severability. If any provision of this Agreement is held to be invalid or unenforceable under the circumstances, such provision's application in any other circumstances and the remaining provisions of this Agreement shall not be affected thereby.

Notices. All notices and other communications hereunder shall be in writing and shall be deemed effective when delivered by hand or by electronic transmission, or upon receipt when mailed by registered or certified mail (return receipt requested) or next day national carrier, postage prepaid, to the parties at the addresses first listed above.

Waiver. No failure or delay on the part of any party in exercising any right hereunder, irrespective of the length of time for which such failure or delay shall continue, will operate as a waiver of, or impair, any such right. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any right hereunder will be effective unless given in a signed writing.

Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall constitute an original without the necessity of the parties signing the same page or the same documents, and may be executed by signatures to electronically transmitted counterparts in lieu of original printed or photocopied documents. Signatures transmitted electronically shall be considered original signatures.

[signature page follows]

The undersigned do hereby represent and warrant that they are authorized to sign this Master Sales Agreement on behalf of their respective parties and that their signatures below do hereby legally bind each party to its terms and conditions.

TimeKeeping Systems, Inc.

Belmont County Commissioners

Signature: _____

Jerry Echemann, President

Name: _____

Josh Meyer /s/

Title: _____

Josh Meyer, Vice President

Date: _____

J. P. Dutton /s/

J. P. Dutton

David M. Lucas /s/

David M. Lucas

Belmont County Sheriff

APPROVED AS TO FORM:

Jacob Manning /s/

Jacob A. Manning, Belmont County

Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

Mr. Meyer said the update will allow for better reporting and tracking of inmates.

**IN THE MATTER OF LIQUOR LICENSE TRANSFER FROM
MTA PETROLEUM & FOOD MART LLC, DBA A PLUS FUEL MART
TO YA PETROLEUM & FOOD MART LLC, DBA A PLUS FUEL MART**

Motion made by Mr. Meyer, seconded by Mr. Dutton to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a C1 and C2 liquor license, Permit No. 6381462 from MTA Petroleum & Food Mart LLC, DBA A Plus Fuel Mart, 52634 High Ridge Road, Richland Township, St. Clairsville, Ohio 43950 to YA Petroleum & Food Mart LLC, DBA A Plus Fuel Mart at above address. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

**IN THE MATTER OF ACCEPTING QUOTE FROM
PONZANI LANDSCAPING CO.**

March 6, 2024

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the quote from Ponzani Landscaping Co., in the amount of \$3,227.00 for vegetation control at the following sites:

- Belmont County Courthouse Complex
- Fox Commerce Beds and Trail
- Fox Shannon Park

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

Mr. Meyer noted a license is needed to spray herbicide.

IN THE MATTER OF ACCEPTING THE ESTIMATE FROM POINT SECURITY, INC./JUSTICE OFFICE COMPLEX

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the estimate from Point Security, Inc. for the Security Scanner at the Justice Office Complex located at 52160 National Road East, St. Clairsville, in the following amounts:

- Preventative Maintenance Inspection \$1,105.00
- Motor \$2,389.72
- Tension Roller \$149.40
- Freight, Shipping, Handling \$75.00

Note: All items may not be needed.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

IN THE MATTER OF APPROVING VEHICLE PURCHASE FOR COURT OF COMMON PLEAS, JUVENILE/PROBATE DIVISION

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the purchase of a 2024 Honda CRV from Lindsay Automotive Inc, through the State of Ohio Cooperative Purchasing Contract, in the amount of \$36,665.00, based upon the recommendation of Judge Albert Davies, Court of Common Pleas, Juvenile/Probate Division.

Note: This is a replacement vehicle that will be used for probate investigations and as needed by staff for out of area conferences, trainings, etc. and will be purchased with S99 Special Project funds.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

SSOBC Generator Update-Executive Director Lisa Kazmirski said the new generator at the Senior Services Administration building is up and running. It switches over to full power in 10 seconds. The project was started in 2022. The cost of the generator was \$170,000, an additional \$11,000 was spent on caging that goes around it because it sits on a large diesel fuel tank in the back of the building. "There are times when our agency has purchased \$100,000 worth of food in our cooler and freezer. So when the power's out for more than 24 hours, that temperature doesn't hold any longer. So there's the potential of losing that. Because we spend over a million dollars in food every year, we know this is worth the investment," said Ms. Kazmirski. She is planning on meeting with EMA Director Dave Ivan to discuss possible uses of the building in the event of a disaster.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:33 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment, compensation and dismissal of public employees.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

Hannah Warrington, HR Administrative Assistant, was also present.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:29 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 11:29 a.m.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

Mr. Meyer said as a result of executive session there is one motion for consideration.

IN THE MATTER OF APPROVING THE TERMINATION NANCY HARTLINE, PART-TIME LPN/JAIL

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the termination of Nancy Hartline, part-time LPN at the Belmont County Jail, effective March 8, 2024, based upon her supervisor's recommendation and to direct her supervisor to notify Ms. Hartline of the same.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

Mr. Meyer said there are two additional motions to be considered.

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Meyer, seconded by Mr. Dutton to grant permission for the following county employees to travel as follows: **COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION**-Dave Carter and Aaron Walker to Columbus, OH, on March 6, 2024, to pick up a new car from the Lindsay Honda dealership. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes

Mr. Echemann Absent

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE UTILITY WORKERS UNION OF AMERICA AND BELMONT COUNTY BOARD OF COMMISSIONERS REGARDING THE NON-PRECEDENT SETTING AGREEMENT WITH KENNETH PERKINS

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve a Memorandum of Understanding between the Utility Workers Union of America and Belmont County Board of Commissioners regarding the non-precedent setting agreement with Kenneth Perkins to accommodate completion of a Commercial Driver’s License (CDL) Training Program and obtain a Class B CDL.

**MEMORANDUM OF UNDERSTANDING
between
BELMONT COUNTY BOARD OF COMMISSIONERS
and
UTILITY WORKERS UNION OF AMERICA
Acknowledging A Non-Precedent Setting Agreement**

The Belmont County Board of Commissioners (hereinafter referred to as “the Employer”) and the Utility Workers Union of America (hereinafter referred to as “the Union”) hereby agree to the following Memorandum of Understanding (“MOU”).

The Employer wishes to enter into a non-precedent setting Agreement with employee, Kenneth Perkins to accommodate completion of a Commercial Driver’s License (CDL) Training Program and obtain a Class B CDL. Mr. Perkins has received his permit and is currently working through the Employer’s newly approved FMCSA training program. The program should take approximately six (6) weeks to complete, Mr. Perkins will then be authorized (Per FMCSA Regulations) to test for his Class B CDL license. Mr. Perkins will have an additional ninety (90) days after the completion of the Training Program to obtain his Class B CDL license, if at the end of this time period he has not obtained his Class B CDL a status review will be done with the employee and union to determine next steps.

FOR THE EMPLOYER:

FOR THE UNION:

Kelly Porter, Director

Union Representative

Date

Date

Upon roll call the vote was as follows:

Mr. Meyer Yes
Mr. Dutton Yes
Mr. Echemann Absent

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:31 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 11:31 a.m.
Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Absent

Read, approved and signed this 13th day of March, 2024.

Jerry Echemann /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Josh Meyer /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