

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

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer 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 \$1,102,852.90**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stabilization	E-0051-A001-A17.000 Memorial Day Exp.	\$1,900.00
E-0059-A009-A01.003 PERS	E-0059-A009-A00.002 Salary	\$3,208.65
E-0059-A009-A06.000 Other Expenses	E-0059-A009-A00.002 Salary	\$378.13

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**Y03 COUNTY AUTO LICENSE AND K00 M.V.G.T. FUND/ENGINEER**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9803-Y003-Y01.000 Auto License	R-2810-K000-K20.574 Transfers In	\$120,000.00

**Y04 GASOLINE TAX AND K00 M.V.G.T. FUND/ENGINEER**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9804-Y004-Y01.000 Gasoline Tax	R-2810-K000-K20.574 Transfers In	\$980,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\*JANUARY 03, 2024\*\***

**O54 DEBT SERVICES/COUNTY ISSUES**

E-9256-O054-O15.050	Principal Loan Payments	\$827,361.21
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**O55 TID BOND ANTICIPATION**

E-9255-O055-O03.050	Principal Loan Payments	\$23,278.88
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**\*\*MARCH 13, 2024\*\***

**O54 DEBT SERVICES/COUNTY ISSUES**

E-9256-O054-O15.050	Principal Loan Payments	\$277,844.32
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**\*\*JUNE 05, 2024\*\***

E-9256-O054-O15.050	Principal Loan Payments	\$190,231.01
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**\*\*JULY 17, 2024\*\***

**A00 GENERAL FUND**

E-0131-A006-A02.002	Salaries	\$9,536.40
E-0131-A006-A13.003	PERS/SPRS	\$14,726.09
E-0256-A014-A06.006	Group & Liability	\$4,082.40
E-0256-A014-A07.005	Medicare	\$138.28

**H10 CHILD SUPPORT ENFORCEMENT ADMIN/BCDJFS**

E-2760-H010-H15.000	Other Expenses	\$750.00
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**M60 CARE & CUSTODY/JUVENILE COURT**

E-0400-M060-M25.002	Salaries C-CAP	\$119,777.48
E-0400-M060-M26.003	PERS C-CAP	\$20,000.00
E-0400-M060-M27.005	Medicare	\$1,500.00
E-0400-M060-M28.004	Workers Comp	\$3,400.00
E-0400-M060-M29.008	Insurances	\$27,000.00
E-0400-M060-M30.000	Other Expenses	\$45,000.00

**O54 DEBT SERVICES/COUNTY ISSUES**

E-9256-O054-O15.050	Principal Loan Payments	\$1,984,563.46
E-9256-O054-O16.051	Interest Payment	\$147,190.00

**O55 TID BOND ANTICIPATION**

E-9255-O055-O03.050	Principal Loan Payments	\$2,286,721.12
E-9255-O055-O04.051	Interest Payment	\$103,661.25

**S30 OAKVIEW JUVENILE REHABILITATION**

E-8010-S030-S54.000	Food	\$30.00
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Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes

Mr. Dutton Yes

**IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/  
HOLDING ACCOUNT CHARGEBACKS FOR JUNE 2024**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of June 2024.

General fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	7,738.43
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	705.60
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,512.00
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	6,593.67
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	10,522.08
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	714.00
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	10,378.87
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	8,116.55
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	2,442.75
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	11,798.08
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	18,321.25
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,739.02
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	174.69
BEHAVIORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	1,710.68
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	6,602.72
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	2,336.94
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	3,167.92
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	3,050.87
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	10,276.93
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500	14,160.99
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	5,606.49
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	45,981.64
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	4,792.15
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	2,007.78
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	7,619.36
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	7,618.01
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	6,142.70
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	367.35
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	42.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	152.18
			202,393.70
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	4,262.02
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	3,538.16
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	188.83
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	982.08
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	726.77
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	864.90
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	554.71
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	751.67
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	213.53
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	493.84

Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	496.95
Adolescent Health Resiliency	E-2241-F093-F08.000	R-9895-Y095-Y01.500	422.63
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,111.59
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	146.65
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	32.24
Body Art	E-2243-F095-F07.002	R-9895-Y095-Y01.500	1.58
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	79,061.76
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	12,480.24
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,442.58
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	6,880.09
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	23,368.95
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	7,540.20
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	2,762.20
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	700.00
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	2,500.27
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	2,211.58
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,883.62
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	29,034.44
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	8,035.01
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	2,439.21
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	23,808.28
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	24,171.34
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	7,338.90
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	24.24
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	5,178.29
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,728.45
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	70,436.17
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	36,422.41
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	1,123.62
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	4,015.20
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	948.00
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	807.69
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	807.96
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	3,083.88
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	424.05
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	1,268.55
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	391.44
			580,500.47

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated July 17, 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. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Echemann, seconded by Mr. Meyer 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 June 2024.
- Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

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

**DJFS**-Jeffery Felton, Stacie Brown and Edman Braun to Columbus, OH, on September 4-5, 2024, to attend the 2024 Kids Summit. Estimated expenses: \$1,225.03. John Regis, Jr. to Lewis Center, OH, on September 12-13, 2024, to attend the OJFSDA General Session. Estimated expenses: \$370.18.

**SSOBC**-St. Clairsville Senior Center employees to Washington, PA, on August 7, 2024, for a senior outing to the Wild Things and surrounding area. Centerville Senior Center employees to Scio, OH, on August 22, 2024, for a senior outing to Tappan Lake Dockside Bar & Grill and the Deersville General Store. Leslie Thompson and Susie Homan to Wintersville, OH, on August 8, 2024, for a quarterly review with Addus Homecare. Bethesda Senior Center employees to Wheeling, WV, on August 8, 2024, for a senior outing to the Elm Grove Plaza and surrounding area. Colerain, Flushing and Powhatan Senior Center employees to Woodsfield, OH, on August 8, 2024, for a senior outing to Westwood Place. Powhatan Senior Center employees to New Martinsville, WV, in August 12, 2024 for a senior outing to the Captain’s Lounge. Colerain Senior Center employees to Hartville, OH, on August 29, 2024, for a senior outing to the Hartville Flea Market. Martins Ferry Senior Center employees to New Martinsville, WV and Moundsville, WV, on August 15, 2024, for a senior outing to the Hannibal Locks and Dam, Quinet’s and surrounding area. Bellaire Senior Center employees to Washington, PA, on August 21, 2024, for a senior outing to the Washington Wild Things and Angelo’s. Barnesville Senior Center employees to Moundsville, WV, on August 28, 2024, for a senior outing to the Prima Marina Restaurant. County vehicles will be used for travel.

**WATER & SEWER DISTRICT**-Josh Materkoski to Cambridge, OH, on July 16, 2024, to pick up parts at Southeastern Equipment. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of July 10, 2024.

Upon roll call the vote was as follows:

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

Mr. Echemann made the following announcement-

The Belmont County Board of Commissioners is accepting applications to fill positions on the Belmont County Community Action Commission Governing Board. Applications will be accepted through July 26, 2024. Interested parties may stop in or contact the Commissioners’ office at [\(740-699-2155\)](tel:740-699-2155) to request an application.

**IN THE MATTER OF HIRING RICHARD MCGILTON AS FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of Richard McGilton, full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective July 22, 2024.

*Note: This is a replacement position.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION TO ALLOW KAYLA DEEM THE OPTION TO TRANSFER HER UNUSED VACATION TIME AT THE EASTERN DIVISIONAL COURT TO THE CLERK OF COURTS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the following resolution:

Resolved that, subject to the approval of Kayla Deem’s new appointing authority, the Belmont County Clerk of Court, Ms. Deem shall have the option to transfer her unused vacation time at Eastern Divisional Court as her total starting balance as an employee under the Clerk of Courts (with bi-weekly pay-period accrual to follow).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM MOS OFFICE SYSTEMS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the proposal from MOS Office Systems in the amount of \$1,749.99 each for a Sharp MX-C358F Color Copier/Printer/Scanner/Fax for the following departments:

- Belmont County Commissioners Fiscal Office
- Belmont County Records Center

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SHARP COPIER MAINTENANCE AGREEMENTS WITH MOS OFFICE SYSTEMS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Sharp Copier Maintenance Agreements with MOS Office Systems for a one-year term. Minimum annual maintenance is \$200 per year for the Sharp MX-C358F copiers located in the Belmont County Commissioners’ Fiscal Office and Records and Archives and Sharp MX-C301W located in the Building and Grounds Office.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
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July 17, 2024

Mr. Meyer Yes  
Mr. Dutton Yes

**IN THE MATTER OF APPROVING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR SHAWN AND SHELLY STUDENC/BELOMAR**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Shawn and Shelly Studenc, for a mortgage deed dated May 4, 2004, as recorded in Volume 0966 pages 790-791 in the Belmont County Recorder's Office, based upon the recommendation of Natalie Hamilton, Belomar Regional Council.

**SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT**

The undersigned hereby certifies that a certain mortgage deed(s) dated May 4, 2004 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0966 at pages 790-791 and executed by Shawn and Shelly Studenc to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

7-17-24  
Date

Belmont County Commissioners:

By: Jerry Echemann /s/  
Jerry Echemann, President  
Josh Meyer /s/  
Josh Meyer  
J. P. Dutton /s/  
J. P. Dutton

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SERVICE AGREEMENT FROM JOHNSON CONTROLS/JAIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the service agreement from Johnson Controls in the amount of \$1,490.00 for the repair of one pipe obstruction and three gauge replacements at the Belmont County Jail.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL AND AUTHORIZE DIRECTOR JEFF FELTON TO SIGN LEASE AGREEMENT FROM CWS OFFICE SOLUTIONS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the proposal and authorize Director Jeff Felton to sign the lease agreement from CWS Office Solutions for the following for Belmont County Department of Job and Family Services:

- 60-month lease of one (1) Ricoh IMc4510 color copier in the amount of \$129.00 per month.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND BELMONT COUNTY CHILDREN FIRST COUNCIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the Memorandum of Understanding, effective August 28, 2023 through June 30, 2024, between the Belmont County Department of Job and Family Services and the Belmont County Family Children First Council agreeing to pay the salary of the shared Coordinator by Family Children First funding and JFS Public Assistance funding.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**AND**

**THE BELMONT COUNTY FAMILY CHILDREN FIRST COUNCIL**

This Memorandum of Understanding is entered into between the Belmont County Department of Job and Family Services and the Belmont County Family Children First Council on the 9<sup>th</sup> day of **July 2024**. This memorandum of understanding confirms that both parties agree to the following terms:

1. On August 28, 2024, Stacie Brown was hired as the full-time coordinator for the Belmont County and Harrison County Family Children First Councils. The councils agreed to split Ms. Brown's salary and benefits 75% paid by Belmont County Family Children First Council and 25% paid by the Harrison County Family Children First Council.
2. The joint full-time coordinator position would be a full-time employee of the Belmont County Department of Job and Family Services.
3. The Belmont County DJFS and the Belmont County FCFC further agree that the Ohio Child Building Capacity allocation and Multi-System Youth Administration allocation issued each state fiscal year would be used for a portion of the 75% responsibility of Ms. Brown's salary and benefits. Both parties realize that the allocation issued to Belmont County may not be sufficient to cover the entire 75% share of the Belmont County FCFC responsibility.
4. The Belmont County Department of Job and Family Services agrees to pay from its Temporary Assistance to Needy Families (TANF) Administration allocation any portion of Ms. Brown's salary and benefits not covered by the appropriate FCFC allocations.

The parties agree to this agreement from the date of employment, August 28, 2023-June 30, 2024.

This MOU may be terminated by either party by providing thirty (30) days written notice to the other party. The MOU will automatically terminate should either party decide the full-time coordinator position is no longer needed or funding is insufficient to support the position. This MOU remains contingent upon available funding from the Belmont County Family Children First Council, Harrison County Family Children First Council and the Belmont County Department of Job and Family Services to support the full-time coordinator position. Agreed to at a meeting of the Belmont County Family Children First Council reflected in the minutes of the July 9, 2024, meeting.

Signatures:

Jeffery Felton /s/  
Jeffery Felton, Director  
Belmont County Department of Job and Family Services

7-10-2024  
Date

Christine Parker /s/  
Christine Parker, Chairperson  
Belmont County Family Children First Council

7-10-24  
Date

July 17, 2024

Jerry Echemann /s/  
Jerry Echemann, President  
Belmont County Board of Commissioners

7-17-24  
Date

J. P. Dutton /s/  
J. P. Dutton, Commissioner  
Belmont County Board of Commissioners

7/17/24  
Date

Josh Meyer /s/  
Josh Meyer, Vice-President  
Belmont County Board of Commissioners

7/17/24  
Date

Approved as to form:

Jacob Manning /s/  
Jacob Manning, Assistant Prosecutor  
Belmont County Prosecutor's Office

July 18, 2024  
Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING  
BETWEEN BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
AND BELMONT COUNTY CHILDREN FIRST COUNCIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the Memorandum of Understanding, effective July 1, 2024 through June 30, 2025, between the Belmont County Department of Job and Family Services and the Belmont County Family Children First Council agreeing to pay the salary of the shared Coordinator by Family Children First funding and JFS Public Assistance funding.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
THE BELMONT COUNTY FAMILY CHILDREN FIRST COUNCIL**

This Memorandum of Understanding is entered into between the Belmont County Department of Job and Family Services and the Belmont County Family Children First Council on the 9<sup>th</sup> day of July 2024. This memorandum of understanding confirms that both parties agree to the following terms:

1. On August 28, 2024, Stacie Brown was hired as the full-time coordinator for the Belmont County and Harrison County Family Children First Councils. The councils agreed to split Ms. Brown's salary and benefits 75% paid by Belmont County Family Children First Council and 25% paid by the Harrison County Family Children First Council.
2. The joint full-time coordinator position would be a full-time employee of the Belmont County Department of Job and Family Services.
3. The Belmont County DJFS and the Belmont County FCFC further agree that the Ohio Child Building Capacity allocation and Multi-System Youth Administration allocation issued each state fiscal year would be used for a portion of the 75% responsibility of Ms. Brown's salary and benefits. Both parties realize that the allocation issued to Belmont County may not be sufficient to cover the entire 75% share of the Belmont County FCFC responsibility.
4. The Belmont County Department of Job and Family Services agrees to pay from its Temporary Assistance to Needy Families (TANF) Administration allocation any portion of Ms. Brown's salary and benefits not covered by the appropriate FCFC allocations.

The parties agree to this agreement for the State Fiscal Year 2025 (SFY25) from July 1, 2024-June 30, 2025.

This MOU may be terminated by either party by providing thirty (30) days written notice to the other party. The MOU will automatically terminate should either party decide the full-time coordinator position is no longer needed or funding is insufficient to support the position. This MOU remains contingent upon available funding from the Belmont County Family Children First Council, Harrison County Family Children First Council and the Belmont County Department of Job and Family Services to support the full-time coordinator position. Agreed to at a meeting of the Belmont County Family Children First Council reflected in the minutes of the July 9, 2024, meeting.

Signatures:

Jeffery Felton /s/  
Jeffery Felton, Director  
Belmont County Department of Job and Family Services

7-10-2024  
Date

Christine Parker /s/  
Christine Parker, Chairperson  
Belmont County Family Children First Council

7-10-24  
Date

Jerry Echemann /s/  
Jerry Echemann, President  
Belmont County Board of Commissioners

7-17-24  
Date

J. P. Dutton /s/  
J. P. Dutton, Commissioner  
Belmont County Board of Commissioners

7/17/24  
Date

Josh Meyer /s/  
Josh Meyer, Vice-President  
Belmont County Board of Commissioners

7/17/24  
Date

Approved as to form:

Jacob Manning /s/  
Jacob Manning, Assistant Prosecutor  
Belmont County Prosecutor's Office

July 18, 2024  
Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AMENDMENT TO THE ENGAGEMENT  
LETTER, APPROVED OCTOBER 4, 2023, WITH THE AUDITOR OF STATE  
FOR ADDITIONAL SERVICES REGARDING THE COUNTY AUDIT YEAR ENDING DECEMBER 31, 2023**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the amendment to the **Engagement Letter**, approved October 4, 2023, with the Auditor of State for additional services to be performed regarding the Belmont County Audit for the year ending December 31, 2023, for an increase of not to exceed \$6,000.00; new total not to exceed \$116,250.00.

Upon roll call the vote was as follows:

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

July 17, 2024

**IN THE MATTER OF ADOPTING THE AMENDED BELMONT COUNTY  
CAPITAL ASSETS ACCOUNTING POLICY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the amended Belmont County Capital Assets Accounting Policy, effective July 17, 2024.

*Note: The policy is for the purpose of complying with the "General Accepted Accounting Principles" (GAAP) as recommended by the State of Ohio Auditor's Office.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROJECT MODIFICATION #2  
FROM WALLACEPANCHER GROUP/COURTHOUSE PLAZA PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Project Modification #2 from WallacePancher Group for Belmont County Courthouse Plaza Construction Documents and Engineering Services, in the amount of \$69,500.00, for civil, structural and architectural modifications; new contract total \$448,120.00.



### WallacePancher Group Project Modification Request (PMR)

Client: Belmont County Commissioners  
100 W. Main Street  
St. Clairsville, OH 43950

Attn: County Commissioners

Project: Belmont County Courthouse Plaza CDs

Project #: 22085

Modification #: #2

Prepared by: Justin Alexander, PLA

Date: 6/18/2024

Client Purchase Order # NA

**Description of additional work:**

**PMR#2 (Design Modifications #2) Includes the following changes:**

**A. Civil Modifications:**

1. WPG will revise the site layout design to reduce scope (remove digital kiosk, vinyl wrap transformer, Belmont County wall lettering, yost fence, statue footing, cooling tower enclosure, dumpster enclosure, selected site furniture, resealing/re-striping parking lot and pedestrian lighting along Old N. Market St.) and costs per meeting on 5/13/24 and any additional items that will be discussed at the meeting on 6/24/24. This will include adjustments to paving limits and general geometry, retaining walls, seat walls, ADA ramps, steps, fountains, drainage, landscaping, site amenities, railings, etc.
2. WPG will revise the demolition plan based upon the design changes.
3. WPG will revise the landscape design based upon the design changes.
4. WPG will revise the grading design based upon the design changes.
5. WPG will re-analyze the stormwater design and calculations based upon the new site layout and grading modifications.
6. WPG will revise the electric and plumbing drawings based upon the design changes.
7. WPG will update the construction details based upon the design changes.
8. WPG will update the estimated construction cost based upon the new design modifications.
9. WPG will coordinate with the Commissioners and the Subconsultants on the design modifications.
10. WPG will participate in two (2) team meetings to discuss the design modifications.

**B. Environmental Asbestos Survey:**

1. WPG's consultant Verdantas will perform additional asbestos surveys on the Courthouse South Steps and new ADA Lift location into the Courthouse Annex to satisfy ODOT's Permit requirements.

**C. Courthouse Lighting Study:**

1. WPG's consultant McKinley Architecture will perform an illumination study of the Courthouse exterior facade. This work includes an initial investigation/observation, coordination with Owner, one (1) conceptual plan with preliminary costs, and an onsite meeting to present the study to the Owner.

**D. Architectural Annex Lift Design:**

1. WPG's consultant Hardlines Designs will prepare final construction drawings for the inclusion of the new Lift Station at the Courthouse Annex. This includes all details necessary to construct the multi-level lift and any rehabilitation necessary to the existing Annex facade and structure.
2. WPG's consultant will remove the dumpster enclosure and cooling tower enclosure as part of their previous work.

**Exclusions:**

1. No additional studies (civil, environmental, architectural) are included beyond what is described above.



Our billing method and other terms and conditions remain per our original agreement.

Original Contract Amount: \$355,590.00  
Previous Contract Modifications: \$23,030.00 (PMR #1 minus Task 3.0 Geotechnical Analysis)  
Total Amount of this Modification: \$69,500.00 (PMR #2 Design Modifications #2)  
New Contract Total: \$448,120.00

Client Approval X Henry Echemann X [Signature]  
Approval Signature: X [Signature] Date 7-17-24  
Title: BELMONT COUNTY COMMISSIONERS

WallacePancher Group  
Authorized Signature: [Signature] Date 7/23/2024  
Title: Principal

**CERTIFICATE OF FUNDS**  
(ORC Section 5705.41)

The undersigned, Fiscal Officer of the Owner, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: 7/17/24  
[Signature]  
Fiscal Officer

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AMENDMENT NO. 5 TO THE MILLS GROUP, LLC AGREEMENT/RECORDS AND HEALTH DEPARTMENT BUILDING PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign Amendment No. 5 to the Mills Group, LLC agreement, for the new Records Building and Health Department Building project as follows:

- Architectural Drawing Changes as required by Board of Health in the amount of \$35,000.
- Mechanical, electrical, plumbing and fire protection drawings as required by the Board of Health in the amount of \$108,000.

**Board of Commissioners of Belmont County, Ohio  
Records Building and Health Department Building Project**

**Amendment No. 5 to the Architect Agreement**

Pursuant to the AIA B101-2017, Standard Form of Agreement Between Owner and Architect as modified, dated May 18, 2022, between the Board of Commissioners of Belmont County (the "Owner") and Mills Group, LLC (the "Architect"), specific to the above-referenced Project (the "Agreement"), the Owner and Architect hereby amend the Agreement as set forth below.

The following is added to the end of Section 11.3:

The following compensation shall be added to the Architect's Additional Services Fee:

Architectural Drawing Changes as Required by the Board of Health	\$35,000 (hourly not-to-exceed)
Mechanical, Electrical, Plumbing, and Fire Protection Drawings as Required by the Board of Health	\$108,000

Except as stated herein, this Amendment shall not alter any part of the Agreement between the Owner and Architect. This Amendment may be executed in any number of original counterparts, all of which evidence one agreement and only one of which needs to be produced for any purpose.

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

By: Jerry Echemann  
JERRY ECHEMANN  
 Printed Name: JOSH MEYER J.P. DUTTON  
 Title: PRESIDENT VICE-PRESIDENT MEMBER  
 Date: 7-17-24

**Mills Group, LLC**

By: Michael Mills  
 Printed Name: Michael Mills, AIA  
 Title: Principal-in-Charge  
 Date: July 18, 2024

**CERTIFICATE OF FUNDS  
(ORC Section 5705.41)**

The undersigned, Fiscal Officer of the Owner hereby certifies in connection with the Amendment to which this Certificate is attached that the amount required to meet the obligations, under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

DATED: 7-17-24

Cindi Henry  
 Fiscal Officer

Upon roll call the vote was as follows:

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

**BELMONT COUNTY COMMISSIONERS AND ASCENT RESOURCES – UTICA, LLC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into an Oil and Gas Lease by and between the Belmont County Commissioners and Ascent Resources - Utica, LLC, effective July 17, 2024, in the amount of \$6,500 per net leasehold acre for 1.412633 acres, located in Colerain Township, for a five-year term, 20% royalty. Total Payment Amount: \$9,182.11.

**PAID-UP  
OIL & GAS LEASE**

Lease No. \_\_\_\_\_

This Lease made this 17th day of July, 2024, by and between: **The Belmont County Board of Commissioners, by Jerry Echemann as President, Josh Meyer as Vice President, and J.P. Dutton as Member**, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113**, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

**LEASING CLAUSE.** Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leasehold for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

**DESCRIPTION.** The Leasehold is located in the Township of **Colerain**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:

Township: 7; Range: 3; Section: 13; NE ¼: Tax Parcel No.: Unknown (Includes all streets and alleys in Plat of Colerain, Cabinet B, Slide 296; & Cope's Addition to Colerain, Cabinet B, Slide 297), Containing 0.934633 acres  
Township: 7; Range: 3; Section: 12; NW ¼: Tax Parcel No.: Unknown (Includes all portions of Santos Road located in Teteris Place, Cabinet D, Slide 296), Containing 0.478 acres

**See attached Exhibit "B" attached hereto and made a part hereof.**

and described for the purposes of this agreement as containing a total of 1.412633 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

**LEASE TERM.** This Lease shall remain in force for a primary term of **Five (5) years** from 12:00 A.M. **July 17, 2024** (effective date) to 11:59 P.M. **July 16, 2029** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

**EXTENSION OF PRIMARY TERM.** Lessee has the option to extend the primary term of this Lease for one additional term of **Five (5)** years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

**NO AUTOMATIC TERMINATION OR FORFEITURE.**

(A) **CONSTRUCTION OF LEASE:** The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) **LIMITATION OF FORFEITURE:** This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

**PAYMENTS TO LESSOR.** In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) **DELAY RENTAL:** To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. **The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.**

(B) **ROYALTY:** For all oil and gas substances that are produced and sold from the lease premises, Lessor shall receive as its royalty twenty (20%) percent of the sales proceeds actually received by Lessee from the sale of such production, less this same percentage share of all post production costs, as defined below, and less this same percentage share of all production, severance and ad valorem taxes. As used in this provision, post production costs shall mean (i) all losses of produced volumes (whether by use as fuel, line loss, flaring, venting or otherwise) and (ii) all costs actually incurred by Lessee from and after the wellhead to the point of sale, including, without limitation, all gathering, dehydration, compression, treatment, processing, marketing and transportation costs incurred in connection with the sale of such production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream from the point of sale. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) **DELAY IN MARKETING:** In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) **MANNER OF PAYMENT:** Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) CHANGE IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) TITLE: If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved. Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(I) LIENS: Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) PAYMENT REDUCTIONS: If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties, shut-in royalties and other payments hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

OPERATIONS. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or lands pooled or unitized therewith, but Lessee has commenced operations on the leased premises or acreage pooled or unitized therewith in search of oil, gas, or their constituents or has completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well, or operations on any additional well, are prosecuted with no cessation of more than one hundred eighty (180) consecutive days or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or upon lands pooled or unitized therewith. Furthermore, if on or after the expiration of the primary term Lessee should drill a dry hole or holes thereon or, if after the discovery of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations on the leased premises or lands pooled or unitized therewith in search of oil, gas, or their constituents within one hundred eighty (180) days from the date of completion of a dry hole or cessation of production or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.



**DISPOSAL AND INJECTION WELLS.** Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

**TITLE AND INTERESTS.** Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

**LEASE DEVELOPMENT.** There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

**COVENANTS.** This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

**RIGHT OF FIRST REFUSAL.** If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

**ARBITRATION.** In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

**ENTIRE CONTRACT.** The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

**TITLE CURATIVE.** Lessor agrees to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.

**SURRENDER.** Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

**SUCCESSORS.** All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

**FORCE MAJEURE.** All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, other Acts of God, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure

is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

**SEVERABILITY.** This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

**COUNTERPARTS.** This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

This Lease is made further subject to the terms and conditions contained in Exhibit "A" attached hereto and made a part hereof (which terms and conditions are an integral part of this Lease).

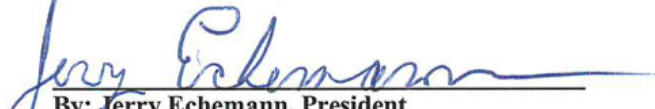
IN WITNESS WHEREOF, Lessor and Lessee hereunto set hand and seal.

LESSOR:

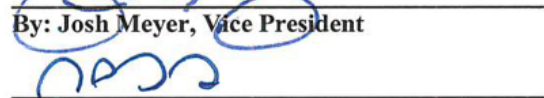
LESSEE:

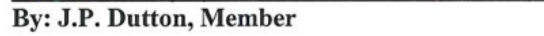
**The Belmont County Board of Commissioners**

**Ascent Resources – Utica, LLC  
An Oklahoma Limited Liability Company**

  
By: Jerry Echemann, President

By: Kade R. Smith, Attorney-in-Fact

  
By: Josh Meyer, Vice President

  
By: J.P. Dutton, Member

APPROVED AS TO FORM:

  
PROSECUTING ATTORNEY

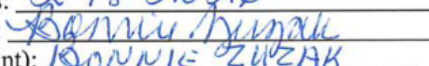
**LESSOR ACKNOWLEDGMENT**

STATE OF OHIO )  
 ) SS:  
COUNTY OF BELMONT )

On this, the 17th day of July, 2024, before me, the undersigned officer, personally appeared **Jerry Echemann as President, Josh Meyer as Vice President, and J.P. Dutton as Member of The Belmont County Board of Commissioners**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires: 2-18-2026  
BONNIE ZUZAK Signature/Notary Public:   
Notary Public, State of Ohio Name/Notary Public (print): BONNIE ZUZAK  
My Commission Expires: February 18, 2026

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A LEASE AGREEMENT BY AND BETWEEN THE BELMONT COUNTY COMMISSIONERS OF BELMONT COUNTY, OHIO AND THE BELMONT COUNTY AGRICULTURAL SOCIETY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a lease agreement by and between the Belmont County Commissioners of Belmont County, Ohio and the Belmont County Agricultural Society, effective July 1, 2024 through June 30, 2025, for office space in the new building at the Belmont County Fairgrounds for Ohio State University Extension in the monthly amount of \$1,300.00.

**LEASE AGREEMENT**

This Lease Agreement is entered into this 17th day of July 2024 by and between the Board of County Commissioners of Belmont County, Ohio, (Board) and the Belmont County Agricultural Society (Agricultural Society).

Whereas, the Agricultural Society owns certain real property at what is known as the Belmont County Fairgrounds on which it is constructing a new building, which will contain available office and other space; and

Whereas, the Board is in need of office space to house staff associated with the Ohio State University Extension and the Belmont County Soil and Water Conservation District; and

Whereas, the parties have agreed to certain terms upon which the necessary office space may be leased to the Board for the use of the Extension and the District and wish to memorialize those terms in this Agreement.

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

1. The Agricultural Society leases to the Board space within the building located at 45422 Roscoe Road, St. Clairsville, Ohio 43950 to the Board for the purpose of housing staff and offices associated with the Extension and the District. The Board shall have exclusive use of the leased property for the purposes of housing the Extension and the District.

2. The term of this Agreement initially shall be one year, effective July 1, 2024, and extending through June 30, 2025. However, unless either party should give written notice at least ninety days in advance of any termination date, this Agreement shall renew from year to year for one year terms, effective each July 1 and expiring the following June 30. Should the Board determine in any future year that it no longer needs the leased property for one or the other of the Extension or the District, it will provide written notice ninety days in advance of any termination date, at which time the parties may renegotiate the terms of this Agreement as to the remaining leased property.

3. The Board shall pay the Agricultural Society a total of \$1,300 per month as rent for the leased property. The parties acknowledge that this total is entirely for the lease of the space necessary for the Extension; the parties agree that the District shall separately pay the Agricultural Society for the lease of the space it will use. Payments of rent shall be made in advance on the first day of each month.

4. The Agricultural Society shall be responsible for any alterations constructed on the leased property during the term of this Agreement, including the payment of all costs associated with any such alterations, unless the parties agree in writing that the Board, the Extension, or the District are permitted to make any alterations to the leased property at their cost. The Agricultural Society agrees to provide the Board, the Extension, and the District with at least thirty days' written notice before beginning any construction of alterations within the leased property.

5. Each party shall maintain appropriate insurance on their interest in the leased property, and either party may request appropriate evidence of the other's insurance as proof that such insurance is in effect.

6. The Agricultural Society shall be responsible for maintenance and cleaning of the leased property at all times during the term of this Agreement. The Agricultural Society shall be responsible for snow removal on the premises as well as any maintenance, mowing, and landscaping that may be necessary in the areas surrounding the leased property.

7. The Agricultural Society shall provide all necessary utilities incurred in connection with the use of the leased property. The Agricultural Society shall also provide trash removal services for the Extension's and the District's use.

8. Subject to the Extension's and the District's consent, which shall not be unreasonably withheld, the Agricultural Society shall have the right to enter the leased property to make inspections, provide necessary services, or make any necessary repairs.

9. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only in writing signed by both parties.

10. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

13. This Agreement shall be signed by the following parties. No notice under this Agreement shall be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the parties below:

If to the Agricultural Society:	If to the Board:
Belmont County Agricultural Society	Board of County Commissioners
Attn: <u>Ed Campbell</u>	of Belmont County, Ohio
P.O. Box 704	Attn: Bonnie Zuzak, Clerk
St. Clairsville, Ohio 43950	101 West Main Street
	St. Clairsville, Ohio 43950

Executed this 17th day of June 2024 by the following:  
**BELMONT COUNTY AGRICULTURAL SOCIETY**

By: C. Edward Campbell /s/

Its: President

**BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY**

Jerry Echemann /s/

Josh Meyer /s/

J. P. Dutton /s/

Approved as to form:

Jacob Manning /s/

Jacob A. Manning, Assistant Prosecutor

Upon roll call the vote was as follows:

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

<b><u>IN THE MATTER OF DEDICATION PLAT</u></b>	<b>[Belmont Co. Commissioners</b>
<b><u>FOR MONROE DRIVE (PRIVATE)</u></b>	<b>[Courthouse</b>
<b><u>MEAD TOWNSHIP, SEC. 33, T-2, R-2</u></b>	<b>[St. Clairsville, Ohio 43950</b>



[Date July 17, 2024

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the dedication plat for Monroe Drive (Private), Mead Township, Section 33 T-2, R-2 pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

**NOTICE OF NEW SUB-DIVISION**  
*Revised Code Sec. 711.05*  
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To: Kathy Hammond, F.O., Mead Township Trustees, 58970 Kirkland Hill, Bellaire, OH 43906.

You are hereby notified that the 31st day of July, 2024, at 9:30 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Bonnie Zuzak /s/

Clerk of the Board

- Mail by certified return receipt requested

cc: Mead Township Trustees

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SUBDIVISION PARTICIPATION FORM FOR THE “NEW NATIONAL OPIOID SETTLEMENT” WITH KROGER**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the Subdivision Participation Form for the “New National Opioid Settlement” with Kroger.

Upon roll call the vote was as follows:

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

**Jeff Felton, DJFS Director and Jack Regis, Jr. DJFS Fiscal Administer and Susanne Simpson, Ohio Auditor of State S.E. Liaison.**

**Re: Belmont County Department of Job & Family Services/WIOA 16 Perfect Audit Award**

Ms. Simpson presented Belmont County Department of Job and Family Services with the Perfect Audit Award. She said, “The award is presented to local governments and school districts upon completion of a financial audit that meets the following criteria for a clean audit: This entity must file their financial reports to the Auditor of the State within 150 days of their fiscal year end, have a clean audit with no findings for recovery, material citations, weaknesses, significant deficiencies, audit findings or questioned costs. The entity’s management letter must not contain any comments related to ethics, referrals, questioned costs less than \$10,000, lack of timely report submissions, failure to obtain a timely single audit or findings for recovery less than \$100.” Mr. Felton said, “We are the fiscal agent for Area 16, which is Jefferson, Harrison, Carroll and Belmont counties. We handle all of the fiscal bill paying and so forth, so we get audited but it does reflect on what all of the counties in the area do when it comes to workforce development. It’s not really my award, it’s Mr. Regis and his team that really does all of the work.” The Commissioners said they appreciate their hard work and dedication.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:07 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, 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. Meyer	Yes
Mr. Dutton	Yes

Hannah Warrington, HR Administrative Assistant, also present. Mr. Dutton left executive session at 11:29 a.m. and it continued.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:37 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:37 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there is no action to be taken at this time.

July 17, 2024

July 17, 2024

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:37 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 11:37 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 24th day of July, 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