

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 \$2,775,930.75

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

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0059-A009-A00.002 Salary	\$237.08
E-0051-A001-A50.000 Budget Stabilization	E-0059-A009-A01.003 PERS	\$1,710.68

S77 COMM-BASED CORRECTIONS ACT GRANT/ADULT PROBATION

FROM	TO	AMOUNT
E-1520-S077-S05.004 Workers Comp	E-1520-S077-S03.003 PERS	\$439.28

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:

W80 PROSECUTOR'S-VICTIM ASSISTANCE AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$2,602.16

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 July 31, 2024 date:

A00 GENERAL FUND

E-0111-A001-E02.002	Salary	\$2,141.77
E-0111-A001-E09.003	PERS	\$460.39

B00 DOG & KENNEL FUND

E-1600-B000-B02.002	Salaries-Employees	\$130,000.00
E-1600-B000-B07.000	Veterinary Services	\$45,000.00
E-1600-B000-B08.003	PERS	\$8,800.00
E-1600-B000-B13.006	Hospitalization	\$16,200.00

O54 DEBT SERVICES/COUNTY ISSUES

E-9256-O054-O17.000	Issuance Costs/Underwriter's Discount	\$12,593.75
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O55 TID BOND ANTICIPATION

E-9255-O055-O05.000	Issuance Costs/Underwriter's Discount	\$20,408.00
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S12 PORT AUTHORITY

E-9799-S012-S07.000	Professional Services	\$20,000.00
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$20.00
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W20 LAW LIBRARY

E-9720-W020-W02.002	Salary	\$4,040.00
E-9720-W020-W03.003	PERS	\$1,060.00
E-9720-W020-W07.010	Supplies	\$6,733.03

W80 PROSECUTOR'S-VICTIM ASSISTANCE

E-1511-W080-P01.002	Salary	\$2,602.16
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Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$241,675.83
E-9801-Y001-Y03.000	Township-Permissive Tax	\$69,428.17
E-9801-Y001-Y05.000	Pease Township	\$3,141.92
E-9801-Y001-Y06.000	Goshen Township	\$1,214.08
E-9801-Y001-Y07.000	Warren Township	\$2,679.45
E-9801-Y001-Y08.000	Pultney Township	\$3,534.67
E-9801-Y001-Y09.000	Flushing Township	\$570.58
E-9801-Y001-Y10.000	Colerain Township	\$1,089.47
E-9801-Y001-Y11.000	Kirkwood Township	\$270.50
E-9801-Y001-Y12.000	Mead Township	\$699.40
E-9801-Y001-Y13.000	Richland Township	\$2,472.01
E-9801-Y001-Y14.000	Smith Township	\$517.29
E-9801-Y001-Y15.000	Somerset Township	\$328.06
E-9801-Y001-Y16.000	Union Township	\$667.69
E-9801-Y001-Y17.000	Washington Township	\$216.53

E-9801-Y001-Y18.000	Wayne Township	\$285.73
E-9801-Y001-Y19.000	Wheeling Township	\$683.95
E-9801-Y001-Y20.000	York Township	\$437.53
<u>Y03 COUNTY AUTO LICENSE/ENGINEER</u>		
E-9803-Y003-Y01.000	Co. Auto License	\$120,000.00
<u>Y04 GASOLINE TAX/ENGINEER</u>		
E-9803-Y004-Y01.000	Gasoline Tax	\$980,000.00

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 31, 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 REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Echemann, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies. **B00 DOG & KENNEL FUND/GENERAL FUND TRANSFER-\$200,000.00** transferred from the General Fund into R-1600-B000-B11.574 on 07/24/2024 (*Transferred from Budget Stabilization*).

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**-Mike Schlanz to Lewis Center, OH, on September 18-20, 2024, to attend the Ohio Workforce Association Conference. Estimated expenses: \$1,035.94. **RECORDER**-Jason Garczyk to Columbus, OH, on September 19, 2024, to attend the Ohio Recorders' Association Fall Continuing Education Conference. 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 24, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CHANGE OF TANYA NEAL FROM FULL-TIME CHILD SUPPORT CASE MANAGER TO FULL-TIME WIOA/CCMEP CASE MANAGER/DJFS

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the change of Tanya Neal, from full-time Child Support Case Manager to full-time WIOA/CCMEP Case Manager at Belmont County Department of Jobs and Family Services, effective July 1, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CHANGE OF JONETTE LOWE FROM FULL-TIME COORDINATOR TO FULL-TIME CHILD SUPPORT CASE MANAGER/JFS

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the change of Jonette Lowe from full-time Coordinator to full-time Child Support Case Manager at Belmont County Department of Jobs and Family Services, effective July 29, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENTS AND REAPPOINTMENTS TO THE BELMONT COUNTY COMMUNITY ACTION COMMISSION GOVERNING BOARD

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following appointments and reappointments to the Belmont County Community Action Commission Governing Board, based upon the recommendation of the CAC Governing Board Executive Committee:

APPOINTMENTS:

Ms. Sue Lewton
Ms. Summer Jenkins

REAPPOINTMENTS:

TERM:

August 1, 2024 to July 31, 2025
August 1, 2024 to July 31, 2029

TERM

Mr. Joseph Vavra August 1, 2024 to July 31, 2026
 Ms. Patricia Green-Wallace August 1, 2024 to July 31, 2027
 Ms. Diane Thompson August 1, 2024 to July 31, 2028

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTING CHRISTINE PARKER, BELMONT COUNTY JOB AND FAMILY SERVICES ADMINISTRATOR AND PATRICIA L. ALLEN, MSW, LISW-S, AS COUNTY PREVENTION SPECIALISTS ON THE CHILD ABUSE AND CHILD NEGLECT REGIONAL PREVENTION COUNCIL.

Motion made by Mr. Echemann, seconded by Mr. Meyer to reappoint Christine Parker, Belmont County Department of Job and Family Services Administrator and Patricia L. Allen, MSW, LISW-S, as County Prevention Specialists on the Child Abuse and Child Neglect Regional Prevention Council per ORC 3109.172.

Upon roll call the vote was as follows:

Mr. Echemann Yes
 Mr. Meyer Yes
 Mr. Dutton

Yes

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM MIDWAY CIVICS CLUB/ANIMAL SHELTER

Motion made by Mr. Echemann, seconded by Mr. Meyer to acknowledge receipt of a \$2,500.00 donation from Midway Civics Club to the Belmont County Animal Shelter to be used for vet bills.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR BELMONT COUNTY ENGINEER'S PROJECT 24-6 BEL-CR34-2.30 SLIDE REPAIR TO LOW BIDDER OHIO-WEST VIRGINIA EXCAVATING

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid for the Belmont County Engineer's project 24-6 BEL-CR34-2.30 (Hospital Road) Slide Repair to the low bidder, Ohio-West Virginia Excavating, in the amount of \$283,158.50, based upon the recommendation of Terry Lively, Belmont County Engineer.

Note: Engineer's estimate: \$360,000.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH SHELLY & SANDS, INC. FOR ENGINEER'S PROJECT 24-3 BEL-CR10-9.18 & VAR-PID 115658 RESURFACING PROJECT

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into contract with Shelly & Sands, Inc., in the amount of \$2,884,438.10 for the Belmont County Engineer's Project 24-3 BEL-CR10-9.18 & VAR – PID 115658 Resurfacing Project, based upon the recommendation of Belmont County Engineer Terry Lively.

Note: State Share \$2,000,000.00, Local Share \$884,438.10.

CONTRACT WITH BELMONT COUNTY COMMISSIONERS

**BELMONT COUNTY ENGINEER'S
 PROJECT #24-3: BEL-CR10-9.18 & VAR – PID 115658 RESURFACING
 DBE GOAL = 7%**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 31st day of July, 2024 between **SHELLY & SANDS, INC.**, P.O. Box 66, Rayland, OH 43943, and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **SHELLY & SANDS, INC.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to resurface various County Roads and all related Work described by the Contract Documents.

All Work for BEL-CR10-9.18 & VAR – PID 115658 RESURFACING shall be completed by OCTOBER 25, 2024.

Contractor and Subcontractor shall pay the prevailing rate of wages as required under Chapter 4115, Ohio Revised Code, and comply with all other bidder specifications.

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2023, and shall be under the direction of the County Engineer.

PROJECT #24-3: BEL-CR10-9.18 & VAR – PID 115658 RESURFACING

PROJECT #24-3 TOTAL = \$2,884,438.10

COUNTY SHARE WILL BE \$884,438.10

STATE SHARE WILL BE \$2,000,000.00 (80% CSTP GRANT, MAX \$2 MILLION)

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **SHELLY & SANDS, INC.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/

J. P. Dutton /s/

SHELLY & SANDS, INC.

By: *Mark Haverty*

Mark Haverty /s/

 Print/Type Signature

Josh Meyer /s/

BEL-CR10-9.18 & VAR – PID 115658 RESURFACING

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
1,000 EACH	EROSION CONTROL	\$1.00	\$1,000.00
2,338 SY	PAVEMENT PLANING, ASPHALT CONCRETE, AS PER PLAN, 1.5"	\$9.00	\$21,042.00
887 SY	PAVEMENT PLANING, ASPHALT CONCRETE, AS PER PLAN, 3.0"	\$9.00	\$7,983.00
23,354 GAL	NON-TRACKING TACK COAT	\$3.40	\$79,403.60

50 CY	STABILIZED CRUSHED AGGREGATE	\$250.00	\$12,500.00
8,315 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	\$179.50	\$1,492,542.50
5,244 CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (449), AS PER PLAN	\$179.50	\$941,298.00
50 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), (DRIVEWAYS)	\$850.00	\$42,500.00
2 EACH	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	\$2,500.00	\$5,000.00
37.18 MILE	EDGE LINE, 4", (644)	\$2,900.00	\$107,822.00
17.55 MILE	CENTER LINE, 4", (644)	\$4,750.00	\$83,362.50
0.04 MILE	EDGE LINE, 4", (646)	\$70,000.00	\$2,800.00
0.02 MILE	CENTER LINE, 4", (646)	\$100,000.00	\$2,000.00
57 EACH	WORK ZONE MARKING SIGN	\$85.00	\$4,845.00
16.99 MILE	WORK ZONE CENTER LINE, CLASS III, 642 PAINT	\$1,050.00	\$17,839.50
LUMP SUM	MAINTAINING TRAFFIC	\$47,500.00	\$47,500.00
LUMP SUM	MOBILIZATION	\$15,000.00	\$15,000.00
	<i>BEL-CR10-9.18 & VAR – PID 115658 RESURFACING TOTAL</i>		<i>\$2,884,438.10</i>

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE BY AND BETWEEN THE 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 31, 2024, in the amount of \$6,500 per net leasehold acre for 0.273 acres, located in Colerain Township, for a five-year term, 20% royalty. Total Payment Amount:\$1,774.50.

**PAID-UP
OIL & GAS LEASE**

Lease No. _____

This Lease made this 31st 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: 6; Range: 3; Section: 36; NW ¼: Tax Parcel No.: 68-00716.000, Containing 0.273 acres

and is bounded formerly or currently as follows:

On the North by lands of: **Wheeling & Lake Erie Railway Company**
On the East by lands of: **Michael J. Yudasz and Leann R. Yudasz**
On the South by lands of: **Michael J. Yudasz and Leann R. Yudasz**
On the West by lands of: **Colerain Township Board of Trustees**

and described for the purposes of this agreement as containing a total of 0.273 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. Said lands were conveyed to Lessor from C.C. Needham, with Annabelle E. Needham, his wife, by virtue of deed dated April 14, 1911, and recorded in said County and State in Book 186, Page 23. 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 31, 2024** (effective date) to 11:59 P.M. **July 30, 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

Jerry Echemann
By: Jerry Echemann, President

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

Josh Meyer
By: Josh Meyer, Vice President

By: J.P. Dutton, Member

APPROVED AS TO FORM:

Halling, Assistant Prosecuting Attorney
PROSECUTING ATTORNEY

LESSOR ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF BELMONT)

On this, the 31st 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.



BONNIE ZUZAK My Commission Expires: 2-18-2026
Notary Public, State of Ohio Signature: *Bonnie Zuzak*
My Commission Expires: _____ Notary Public (print): BONNIE ZUZAK
February 18, 2026

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION TO PROCEED
OF LEVYING A REPLACEMENT TAX FOR
BELMONT COUNTY CHILDREN SERVICES**

***RESOLUTION TO PROCEED TO LEVY A REPLACEMENT TAX
IN EXCESS OF THE TEN-MILL LIMITATION***

WHEREAS, The Board of County Commissioners of Belmont County, Ohio, does hereby declare that the amount of taxes that may be raised by levy at the maximum rate authorized by law without a vote of the electors is insufficient and does hereby declare to proceed with a replacement levy in excess of such rate.

BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, two-thirds of the members elected thereto concurring: **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners, two-thirds of all members elected thereto concurring, that it is necessary to levy a replacement tax in excess of the ten mill limitation for the benefit of Belmont County, Ohio for the purpose of:

Supplementing appropriations for the care and placement of abused, neglected and dependent children of Belmont County, at a rate not to exceed (0.45) forty five hundredths of a mill for each one dollar of valuation, which amounts to four and one half cents (4 ½¢) for each one hundred dollars of valuation that the county auditor estimates will collect \$1,084,806 annually, at a rate not exceeding .45 mills for each \$1 of taxable value, which amounts to \$15.75 for each \$100,000 of the county auditor’s appraised value, for a period of five years (Ohio Revised Code 5705.05) commencing in 2025, first due in calendar year 2026.

BE IT FURTHER RESOLVED, that the question of levying the replacement taxes be submitted to the Board of Elections of said Belmont County at the General Election to be held at the usual voting places within said Belmont County on the 5th day of November, 2024, and;

BE IT FURTHER RESOLVED, that said levy be placed upon the tax list of the current year after the February settlement next succeeding the election, if majority of the electors voting thereon vote in favor thereof, and;

BE IT FURTHER RESOLVED, that the Clerk of this Board of Commissioners be and she is hereby directed to certify a copy of this Resolution to the Board of Elections, Belmont County, Ohio and notify said Board of Elections to cause notice of election on the question of levying said replacement tax to be given as required by law.

Commissioner Echemann moved for the adoption of the foregoing Resolution, seconded by Commissioner Meyer, and the roll being called upon its adoption, the vote resulted as follows:

Commissioner Echemann Yes
Commissioner Meyer Yes
Commissioner Dutton Yes

In Witness Whereof, the following have executed this instrument this 31st day of July 2024.

Jerry Echemann /s/
Jerry Echemann, President
Josh Meyer /s/
Josh Meyer, Vice-President
J. P. Dutton /s/
J. P. Dutton

Mr. Echemann said the board’s aim is to give the tax payers a slight reduction without affecting any services. DJFS Director Jeff Felton said they are fortunate that the community has given their long standing support.

Mr. Felton gave an update on the Clothes for Kids program. He said, “As of July 26, we have processed and approved 900 applications involving 1,530 children. There will probably be an additional 80 families that the Community Action Commission will fund. And those families are just a little bit over the cutoff.” The program is funded by Temporary Assistance to Needy Families funds. Each child will receive a \$300 mall gift card.

Fiona Ruminski, Secretary of State liaison was in attendance. She said they have a huge amount of programs to help business owners. They also have a Safe at Home program which is for victims of Domestic Violence to protect their personal address and allow them to have a forwarding address that their perpetrators cannot find them through the Board of Election website or property records. They have an Ohio Activity book for kids and a booklet on how to display and dispose of your American Flag.

RECESS

Subdivision Hearing-Monroe Drive (Private Road)

Present: Andy Hadzima, Kate Myers and Joshua Crowley, Engineer’s Department. Mr. Crowley said one new lot is being created. The owner will be looking to sell in the future so he wanted to have the road dedicated. The new subdivision regulations were followed.

**IN THE MATTER OF FINAL PLAT APPROVAL
DEDICATION FOR MONROE DRIVE (PRIVATE)
MEAD TOWNSHIP, SEC. 33, T-2, R-2**

“Hearing Had 9:30 A.M.”

**“FINAL PLAT APPROVAL”
O.R.C. 711.05**

Motion made by Mr. Echemann to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval of the Final Plat Dedication for Monroe Drive (Private) Mead Township, Sec. 33, T-2, R-2, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Meyer seconded the motion and upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:53 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 and discipline 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.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:57 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 10:57 a.m.

Upon roll call the vote was as follows:

Mr. Echemann Yes

July 31, 2024

Mr. Meyer	Yes
Mr. Dutton	Yes

RECESS

Reconvened at 12:15 p.m. with Commissioners Echemann, Meyer and Dutton present.

Mr. Echemann said there were two motions to consider as a result of executive session.

**IN THE MATTER OF APPROVING THE HIRE OF SHAYE SIBURT
AS PART-TIME MEDICAL DRIVER/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of Shaye Siburt, part-time Medical Driver at Senior Services of Belmont County, effective July 29, 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 ACCEPTING THE RESIGNATION
DUE TO VOLUNTARY JOB ABANDONMENT OF
RICHARD MCGILTON, FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the resignation due to voluntary job abandonment of Richard McGilton, full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective July 27, 2024.

Upon roll call the vote was as follows:

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

RECESS

Reconvened Thursday, August 1, 2024 at 9:09 a.m. with Commissioners Echemann, Meyer and Dutton present.

**IN THE MATTER OF APPROVING THE HIRING
OF GERALD E. LOFSTEAD III OF THE LAW FIRM
SPILLMAN THOMAS & BATTLE, PLLC TO
ASSIST WITH LEGAL MATTERS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hiring of Gerald E. Lofstead III of the law firm Spillman Thomas & Battle, PLLC, as directed by the Board of Commissioners to assist with legal matters.

Upon roll call the vote was as follows:

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

July 31, 2024

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:10 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 9:10 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 7th day of August, 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