

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

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

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

Motion made by Mr. Echemann, seconded by Mr. 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 \$1,896,379.27

Upon roll call the vote was as follows:

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

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-A20.012 Equipment	E-0051-A001-A03.010 Supplies	\$3,000.00
E-0051-A001-A20.012 Equipment	E-0051-A001-A14.012 Equipment	\$250.01
E-0051-A001-A50.000 Budget Stabilization	E-0257-A015-A15.074 Transfers Out	\$7,416.18

Upon roll call the vote was as follows:

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

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:

A00 GENERAL FUND AND W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers -Out	R-1511-W080-P07.574 Transfers In	\$7,416.18

**To fulfill required match for Grant Number 2025-VOCA-135898378, Grant Period: 10/01/2024-09/30/2025.*

Upon roll call the vote was as follows:

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

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:

A00 GENERAL FUND

E-0131-A006-A38.000	Sheriff's Civil Fees	\$156.00
<u>L01 SOIL CONSERVATION/BSWCD</u>		
E-1810-L001-L01.002	Salaries	\$12,264.00
E-1810-L001-L03.012	Equipment	\$6,000.00
E-1810-L001-L14.000	Other Expenses	\$9,000.00

S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$3,217.73
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Upon roll call the vote was as follows:

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

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 October 16, 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	Absent

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:

COMMISSIONERS-Jerry Echemann to Moundsville, WV, on October 24, 2024, to attend the BELOMAR Regional Council Associates Board meeting. A county vehicle will be used for travel.

DJFS-Christine Parker to Coshocton, OH, on October 18, 2024, to attend the PCSAO District meeting. Estimated expenses: \$139.78.

HR DEPARTMENT-Erin McVay to Youngtown, OH, on October 25, 2024, to meet with CLCCA board member to receive training on the secretary/treasurer position she will be assuming. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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 October 9, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCHEDULING
COMMISSIONERS' MEETING DAY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to hold the board's regular meeting at 9:00 a.m. on Tuesday, October 29, 2024, instead of Wednesday, October 30, 2024, due to a scheduling conflict and to notify the media of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTING LARRY MERRY,
BELMONT COUNTY PORT AUTHORITY DIRECTOR
TO EASTERN OHIO DEVELOPMENT ALLIANCE (EODA) BOARD**

Motion made by Mr. Echemann, seconded by Mr. Meyer to reappoint Larry Merry, Belmont County Port Authority Director, to the Eastern Ohio Development Alliance (EODA) board for a two-year term effective January 1, 2025 through December 31, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY REQUEST NUMBER 2 (THROUGH 9/30/2024)
FROM BORDER PATROL, LLC/EASTSIDE LIFT STATION PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Pay Request Number 2 (through 9/30/2024) from Border Patrol, LLC, in the amount of \$46,743.28 for the Eastside Lift Station Project, based upon the recommendation of Water & Sewer District Director Kelly Porter.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ENGAGEMENT LETTER
WITH AUDITOR OF STATE FOR SERVICES PERFORMED REGARDING
BELMONT COUNTY AUDIT FOR YEAR ENDING 2024**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the **Engagement Letter** with the Auditor of State for services to be performed regarding the Belmont County Audit for the year ending December 31, 2024 at an estimated cost of not to exceed \$ 110,250.00.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the Village of Belmont's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$5,010.00 based upon the recommendation of Belmont County Engineer, Terry Lively, for street paving on the following:

- Water Street (S. Abbey Street to S. Jefferson Street)
- Sycamore Street (Brown Street to S. Jefferson Street)

Note: The estimated cost is \$5,010.00 of which all will be paid from this source.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CONTRACT FOR
RIGHT OF ENTRY BY AND BETWEEN THE BELMONT COUNTY
COMMISSIONERS AND GEORGE C. BALK AND NANCY BALK
AND ROBERT J. BALK/ ENGINEER'S**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Contract for Right of Entry by and between the Belmont County Commissioners and George C. Balk and Nancy Balk, husband and wife, and Robert J. Balk, married for the purposes of performing the work necessary to construct a drive and grading for 12 months from date of enter at Parcel 1-WD,T1, T2 located in Pease Township, S-19, T-4, R-2.

Note: This is needed for right-of-way for upcoming Belmont County Engineer's Department Project BEL-CR 4-27.05(Bridge Replacement on Glenn Run Road).

ODOT LPA RE 843NA
ROE/LPA
Rev-3/25/2020

CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 1-WD, T1, T2
BEL-CR4-27.05/117373

The purpose of this Agreement is to allow the Belmont County Commissioners, Belmont County, Ohio, to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the Belmont County Commissioners, Belmont County, Ohio ["LPA"] and George C. Balk and Nancy Balk, husband and wife, and Robert J. Balk, married ["Owner"; "Owner" includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. LPA shall pay to Owner the sum of \$1.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after OCT. 16, 2024, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property

described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

The rights granted herein to the LPA shall terminate upon the occurrence of the LPA acquiring a recordable conveyance instrument for the necessary real property interest in the subject property or upon the expiration of one year from the date stated in Section 2, unless otherwise agreed to in writing between the parties.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$1.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$1.00 shall be credited to

and applied against any amount awarded to the Owner in such appropriation action. If the \$1.00 is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total agreed upon purchase price by LPA; or
- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

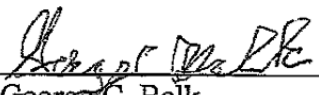
11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

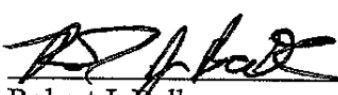
12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.

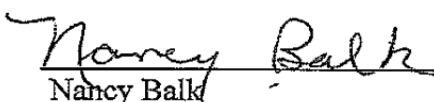
13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.

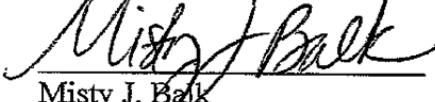
IN WITNESS WHEREOF, the Belmont County Commissioners, Belmont County, Ohio, and George C. Balk and Nancy Balk, husband and wife, and Robert J. Balk, married, have executed this Agreement on the date(s) indicated immediately below their respective signatures

And, for the consideration hereinabove written, Misty J. Balk, the spouse of Robert J. Balk, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above described premises.


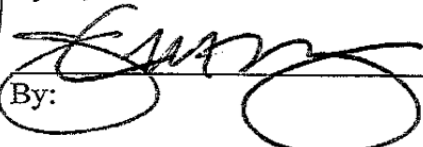
By: 
George C. Balk
Date: 8/4/24

By: 
Robert J. Balk
Date: 9/9/24

By: 
Nancy Balk
Date: 8/4/24

By: 
Misty J. Balk
Date: 9-16-2024

The Belmont County Commissioners
Belmont County, Ohio

By: 
By: 

By: _____
Date: 10-16-24

Upon roll call the vote was as follows:

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

**AND PURCHASE OF REAL PROPERTY WITHOUT BUILDING(S)
BETWEEN THE BELMONT COUNTY COMMISSIONERS AND
GEORGE C. BALK AND NANCY BALK, HUSBAN AND WIFE,
AND ROBERT J. BALK, MARRIED/ENGINEER'S**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Contract for Sale and Purchase of Real Property Without Building(s) between the Belmont County Commissioners and George C. Balk and Nancy Balk, husband and wife, and Robert J. Balk, married, in the amount of \$2,500.00, for the purchase of part of Parcel 1-T1, an 18.360 acre parcel located in Pease Township, S-19, T-4, R-2.
Note: This land is needed for right-of-way for upcoming Belmont County Engineer's Department Project BEL-CR 4-27.05(Bridge Replacement on Glenn Run Road).

ODOT LPA RE 840-L
Rev. 10/2017

CSR
LPA

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)**

PARCEL(S 1-WD, T1, T2
BEL-CR4-27.05

This Agreement is by and between the Belmont County Commissioners, Belmont County, Ohio ["Purchaser"] and George C. Balk and Nancy Balk, husband and wife, and Robert J. Balk, married, ["Seller"]; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$2,500.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e).

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used

with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and

void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

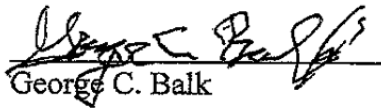
This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the Belmont County Commissioners, Belmont County, Ohio and George C. Balk and Nancy Balk, husband and wife, and Robert J. Balk, married, have executed this Agreement on the date(s) indicated immediately below their respective signature(s).

And, for the consideration hereinabove written, Misty J. Balk, the spouse of Robert J. Balk, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above described premises.

By: 
George C. Balk

Date: 9-1-2024

By: _____
Robert J. Balk

Date: _____

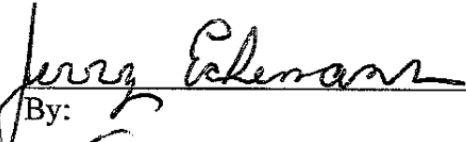
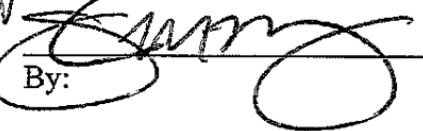
By: 
Nancy Balk

Date: 9/11/24

By: _____
Misty J. Balk

Date: _____

The Belmont County Commissioners
Belmont County, Ohio

By: 
By: 

By: _____

Date: 10-16-24

APPROVED AS TO FORM:


PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING A COMMERCIAL LEASE AGREEMENT BY AND BETWEEN CHARLES DEFILLIPPO DBA ZEL PROPERTIES, LLC/STATE AUDITOR'S OFFICE

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a commercial lease agreement by and between Charles Defillippo dba Zel Properties, LLC, and Belmont County Commissioners, effective January 1, 2025 through December 31, 2025, for Suites 207 & 208 at 100 West Main Street, St. Clairsville, Ohio, for use by the State Auditor's office.



COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT is made and entered into effect this 16th day of October 2024 by and between **Charles Defillippo dba Zel Properties, LLC**, with a mailing address of 100 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as "Landlord," and **Belmont County Commissioners**, hereinafter referred to as "Tenant."

WHEREAS, the parties enter into a Commercial Lease Agreement under which Tenant leases suite 207 & 208 commercial office space in the premises leased hereunder on the property located at 100 West Main Street, St. Clairsville, Ohio 43950

LEASED PREMISES

The leased premises shall consist of being Suites 207 & 208 at 100 West Main Street, being a portion of that certain building located at 100 West Main Street, St. Clairsville, Ohio 43950 and associated common property including parking located in the rear of the building. The parties agree and acknowledge that the square footage figure stipulated herein is a general figure which shall serve as the square footage of the leased premises regardless of any actual measurements of the interior space of the leased premises and regardless of any permitted alterations which the Tenant may make to the interior of the leased premises. The rentable square feet shall be used for all other purposes under this Lease. The leased premises shall enjoy the right to use the parking lot and other common areas of the Building in common with other tenants in the Building, which common areas shall be deemed appurtenances to the leased premises, but such spaces shall not be deemed part of the "leased premises" hereunder in order that the respective obligations (repairs, maintenance, insurance, etc.) of the parties as to the "leased premises" shall not be confused.

TENANT IMPROVEMENTS

Landlord shall perform no Tenant Improvements without written permission from the Landlord. The lease premises shall be delivered in the condition as agreed upon in the agreement. An inspection will be completed at the time of lease signing.

COMMENCEMENT; TERM OF LEASE; OPTION TO RENEW

The initial term of this Lease shall be for a period of ONE YEAR commencing on January 01, 2025 and expiring on December 31, 2025 Lessee shall be entitled to possession and occupancy of the leased premises on November 23, 2020 provided that this Lease Agreement has been executed by all parties and that the payment of the first months rental rate for all units and the Security Deposit has been made by Tenant. Acceptance of possession of the leased premises by Tenant shall be construed as recognition that the leased premises are satisfactory to Tenant and fit for Tenants intended use.

At the end of the ONE YEAR (December 31, 2025) lease term this agreement will automatically rollover to a MONTH TO MONTH leasing term until the parties come to an agreement on a new term.

RENT

Tenant shall pay base rent in the monthly sum of \$500 per month. Rent shall commence on January 01 2025 and shall be payable in advance on the FIRST DAY of each and every month over the Lease Term and any Renewal Term as applicable. Rent shall be payable to Zel Properties, LLC and can be accepted at 100 West Main Street, St. Clairsville, Ohio 43950. There will be a late fee of \$35 on the 6th day of the month for each late rent payment.

EXPENSES INCLUDED/EXCLUDED IN RENT

Expenses included in rent is common area maintenance which includes the restroom(s), stairs, halls, entryway as well as snow removal in the winter and lawn/property care in the summer/spring. Utilities ARE included and are the water, sewage, garbage, electric and gas. Tenant acknowledges that Landlord shall manage the building and property generally with respect to common area maintenance and repair issues, insurance and common utility issues, etc and shall have sole authority in this regard, with such authority to be exercised in Landlords reasonable discretion.

SECURITY DEPOSIT

A Security Deposit of \$500 will be paid by the Tenant upon the Commencement Date and held by the Landlord at all times while this Lease is in effect. The Security Deposit shall be held by Landlord without liability for interest and as security for the full and timely performance by Tenant of Tenants covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure or limitation of Landlords damages in case of default by Tenant. Unless otherwise provided by mandatory law or regulation, Landlord may co-mingle the Security Deposit with Landlords other funds.

If the leased premises are in substantially as good a condition, reasonable and normal wear and tear excepted, as exists upon the commencement of this tenancy, and Tenant is not in default under any other provisions of this Lease and is current in all payments owed to Landlord, the entire Security Deposit, or balance thereof after any such application to cure any default, shall be returned without interest to Tenant within a reasonable time after the expiration of termination of this Lease. (SEE INSPECTION FORM)

USE

Tenant agrees to use the leased premises for general professional purposes relating to Tenants business described as Belmont County Annual GAAP Conversion & Financial Audit Any other use requires the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. In this connection, Tenant covenants and warrants unto Landlord that Tenant has all applicable governmental licenses for the conduct of such business, and that Tenant will not use the premises for any illegal or unlawful purpose or purposes, nor for any purpose or purposes which may unreasonably affect the general public's or building occupants health, safety and welfare or the welfare of the leased premises, nor for an purpose which will increase risks covered by insurance on the premises and result in increase of the rate of insurance or cancellation of any insurance policy. Tenant specifically acknowledges and agrees that Tenant shall be responsible for taking such steps as are necessary to insure that the walls, flooring and ceiling of the leased premises are adequately protected from any moisture or water damage as might result form Tenants operations in the leased premises, including making such alterations or installing certain coverings or coatings on walls, floors, and or ceilings as will protect same, subject to Landlords prior approval.

PARKING

Tenant acknowledges that the parking lot in the rear of the building is for the joint use by all of the tenants in the building and their guests and invitees and that there are no designated or reserved parking spaces. Tenant also acknowledges that there is street parking available; however, there are parking hours that is mandated by the city for those parking spaces.

Tenant acknowledges that snow removal activities during the winter may cause an accumulation of plowed snow in one or more areas of the parking lot which may reduce the amount of parking available to the buildings tenants and their guests and invitees.

COMPLIANCE WITH PUBLIC AUTHORITIES

Tenant agrees, at Tenants cost, to comply with all applicable municipal, County, State, and Federal laws and regulations now in force or which may hereafter be enforced concerning Tenants particular use of the leased premises. It is understood, however, that the Landlord is responsible for building modifications required by governmental agencies to ensure that the leased premises are in compliance with the ADA and its regulations as of the Lease Commencement Date. If any alteration to the leases premises desired by the building comply with any law or regulation from which the building is otherwise exempted or grandfathered, in the Landlord shall have the discretion to refuse Tenants desired alteration.

TENANTS ALTERATIONS

Tenant shall be responsible for the interior improvements of the leased premises after occupancy by Tenant, and except for the installation and location of signs, equipment, counters and other removable trade fixtures, and except as herein mentioned, Tenant shall neither make any alteration nor addition to the leased premises, nor make any agreement or contract therefore, without first obtaining Landlords prior written consent, said consent shall not be unreasonably withheld or delayed, and which consent may be conditioned upon the Tenants removal of such fixtures and restoration of the leased premises to their original condition at Tenants sole expense at the termination of tenancy. Tenant shall request in writing Landlords permission for such work, and such request must include a reasonably detailed written description of the scope of the desired work, plus plans and schematics if available. Tenant shall be responsible for obtaining and shall obtain all required building permits for such work, and shall provide a copy of same to Landlord at the conclusion of such work, Landlord shall have the right to inspect same, and Tenant shall provide "as-built" drawings and plans to Landlord reflecting the changes made.

All alterations, additions or improvements made by Tenant to or upon the leased premises (except signs, equipment, counters, other removable trade fixtures, interior decorations which shall remain the property of Tenant and are removable by them) shall at once, when made or installed, be deemed to have attached to the freehold as permanent fixtures and shall become Lanlords property. Tenant shall not make any roof/wall holes or penetrations to the outside without written permission from the Landlord. Subsequent water damage to any part of the building caused by a roof or wall penetration (approved or not) will be the responsibility of the Tenant.

At the termination of the lease, and with notice, Tenant shall immediately remove all its personal property and removable trade fixtures. If Tenant fails to do so, Landlord may, with notice, remove and store the same at Tenants expense. Tenant will promptly reimburse Landlord for the expense to such removal and storage, upon receiving Landlords statement. If tenant fails to pay for such expense within thirty (30) days of receiving Landlords statement therefore, Landlord may sell Tenants property to pay such expenses and other amounts owing to Landlord by Tenant.

It is further agreed that anything remaining upon or removed from the leased premises thirty (30) days after the termination of this lease shall become the property of Landlord, at Landlords option, subject to the rights reserved to Landlord in the Lease herein before set forth.

SIGNS

Landlord and Tenant shall mutually agree upon the design and location of Tenants exterior sign. The sign shall be of professional quality and of similar quality and size as the signs of the other tenants in the building and shall comply with all applicable state, county or local laws, city ordinances and zoning. The design of the sign shall be submitted to Landlord prior to the placement and installation for Landlords approval and such approval shall not be unreasonably withheld or delayed.

A large, curved handwritten signature or scribble, possibly in black ink, spanning across the middle of the page. It starts near the top left and curves downwards and to the right, ending near the middle right. There is a small circular mark or stamp within the curve of the signature.

UTILITIES

Utilities at 100; suites 207/208 West Main Street are:
St. Clairsville Munciple J&J Refuse

Electric
Water
Sewage

Garbage Removal

Columbia Gas

Landlord is responsible for all utility expenses

(Handwritten signature)

INSURANCE

(a) Liability Insurance. Tenant shall carry, maintain, and deposit proof with Landlord of general liability insurance or self-insurance in the amount of at least ~~PROOF NOT REQUIRED. INSURANCE REQUIRED~~ ~~combined single limit coverage of~~ bodily injury, property damage, or some combination thereof, for damages caused or occurring on or about the leased premises or caused by Tenant, its agents, employees, or business invitees. Tenant shall, at least annually, furnish Landlord with certificates or other documentation evidencing such insurance.

Public Liability, Fire, and Casualty Insurance. Landlord shall maintain fire and standard casualty insurance upon the building, including the leased premises and General Liability Insurance on the common areas outside the leased premises and such expense shall be part of the common Triple Net Expenses.

(c) **Tenant's Personal Property.** Tenant shall be responsible for maintaining its own insurance upon its own personal property, inventory, equipment, leasehold improvements, and trade fixtures owned or claimed by it in an amount to be determined by Tenant. Landlord shall not be required or obligated to maintain any insurance against loss to Tenant's personal property by fire, theft, or other casualty.

14. WAIVER OF SUBROGATION

Notwithstanding anything herein to the contrary, Landlord hereby releases Tenant, and Tenant hereby releases Landlord and their respective officers, agents and employees, from any and all claims or demands for damages, loss, expense, or injury to the leased premises, or to the furnishings, fixtures, equipment or inventory or other property of either Landlord or Tenant in, about or upon the leased premises, as the case may be, caused by or resulting from perils, events or happenings which are covered by the insurance carried by the respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent and amount permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby, or the expense of such insurance is not thereby increased and further provided that such waiver shall be effective only to the extent of insurance proceeds actually received.

CONDITION OF LEASED PREMISES

Upon taking possession of the leased premises on the Occupancy Date, Tenant shall inspect the premises with the Landlord or manager. A list of items will be used to determine the condition of the premises. The tenant has 15 days to report any findings not discovered upon original inspection made the day possession is taken. The tenant must report the items in writing. The Landlord will promptly make note of or repair the items in a timely fashion as needed.

Items not listed on the original inspection report that are found upon the move-out inspection will be the responsibility of the Tenant financially for repairs.

Items promised as condition of Lease Agreement: Paint Interior Walls, Clean Carpets, Repair Ceiling Tiles

If Tenant does not give Landlord notice of any such defects within said fifteen (15) day period, Tenant shall have been deemed to acknowledge receipt of the leased premises in good condition and repair and in all respects satisfactory and acceptable to Tenant.

Further, at all times during the term of this tenancy, Tenant shall immediately notify Landlord of any subsequent damages, defects or conditions occurring upon the leased premises which may, if continued, further damage the leased premises (such as water leaks, plumbing or electrical problems, heating failures, and the like).

TENANT'S POSSESSION; LANDLORD'S RIGHT TO INSPECT

Landlord covenants with Tenant that upon paying the rent and performing the terms, covenants and agreements in this Lease set forth, Tenant shall, at all times during the term or any extension of the term hereof, be entitled peacefully and quietly to have, hold, and enjoy the leased premises.

Tenant agrees to allow Landlord, or its agents, reasonable access at reasonable times to show the premises to prospective buyers or lenders at any time during the term hereof; or to prospective successor tenants if Tenant's lease will be expiring within six (6) months. Further, Landlord and its agents shall have the right to reasonable access to the leased premises at reasonable times upon no less than twenty-four hours prior notice to ascertain whether the leased premises are in good repair and or to make such repairs or maintenance which Landlord may be required to make or feel desirable. The requirement of advance notice shall not apply in situations deemed to be an emergency by the Landlord (fire, water leaks, or other situations which may affect or endanger the building or its tenants, etc.).

REPAIR AND MAINTENANCE

The Landlord is responsible for repairs and maintenance concerning issues not caused by the Tenant, such as HVAC, plumbing, water, electrical. Landlord is responsible for the replacement of light bulbs to existing light fixtures.

The Landlord is responsible for all structural and exterior defects not caused by tenants

Landlord is responsible for snow and ice removal to building entrance, parking and walkways.

MAINTENANCE CONTACT IS LURAN WILLIAMS 740-839-9169
PROPERTY MANAGER LURAN WILLIAMS 740-839-9169

Service orders or requests may also be submitted to
100 West Main Street
Suite 202
St. Clairsville, Ohio 43950
Telephone: 740-449-2454
Email: zelproperties2019@gmail.com

R

CLEANLINESS AND WASTE

Tenant shall keep the leased premises, inside and outside, in a neat, clean, and sanitary condition, free from waste and other debris. Receptacles are provided for trash and any other garbage from tenant must be used accordingly. Tenant shall not place trash or cardboard outside the receptacles. Tenant shall not allow any hazardous substances to be deposited or remain in or about the leased premises. Tenant shall store all items pertaining to its business operations inside the leased premises and not in common parking or walk areas. Tenant shall not allow hazardous or legally prohibited liquids or solids to be placed in the sewer system or in the grounds in the area of the leased premises. At the termination of this Lease, Tenant shall clean and repair any and all soiling and/or damages to the leased premises, including marks, scratches, holes, dirt, and grease, and damages to the walls, floors, floor coverings, ceilings, and fixtures, normal wear and tear excepted.

It is a general management policy of the Landlord that pets are not allowed in the building or on the premises, with the exception of bona fide service animals and other animals specifically approved by Landlord

Cigarette or cigar smoking is not allowed at any time in the building and is only permitted outside the building at a distance of at least 30 feet from doorways or windows. All cigarettes and cigars must be extinguished and disposed of properly and safely. Littering the premises is not permitted.

LIENS

Tenant shall not permit any lien to be attached to the leased premises by reason of any act or omission on its part and agrees to save and hold Landlord harmless from or against such lien or claim of lien.

If any lien does attach and any claim of lien is made and shall not be released within fifteen (15) days after notice from Landlord to Tenant to release the same, Landlord, at its option, may pay and discharge the same. In this case, the amount paid by Landlord shall be added to and become part of the next succeeding installment of rent, shall be deemed rent payable hereunder, and shall bear interest at the rate of twelve percent (12%) from the date advanced by Landlord until paid; provided, however, if Tenant desires in good faith to contest the validity of any such lien, it may do so and in such event Landlord shall not discharge the lien and assess additional rent until the validity of the lien is legally established. However, if Landlord's mortgagor legally

requires and demands that the lien be released or paid, Tenant shall, upon demand, cause the lien to be released by furnishing bond or otherwise.

DEFAULT

Occurrence of one or more of the following events shall constitute an event of default by Tenant:

(a) If Tenant shall fail or neglect to pay the rent when due, or shall fail to pay any other money required to be paid by Tenant, and such default(s) shall continue for a period of ten (10) days following written notice, delivered by Landlord to Tenant, advising of the default and demanding a cure of same; or,

(b) If Tenant shall default in the performance of any other obligation or duty of Tenant under this Lease, or if Tenant shall commit waste or allow a nuisance to exist on the leased premises, and such default shall continue for a period of thirty (30) days following written notice given after such default, unless within said thirty (30) days Tenant shall cure such default, or if such default cannot be cured within thirty (30) days, Tenant shall, within said thirty (30) day period, commence to cure such default and shall thereafter continue to use reasonable due diligence in the curing thereof, provided that as to any event of default which is not ongoing and not capable of cure by the Tenant, no such notice and cure period shall be applicable.

If an event of default occurs which remains uncured after any applicable notice and cure period, or which is not capable of cure, then Landlord, upon further written notice to Tenant, shall have the right to pursue any one or more of the following remedies, consistent with and subject to applicable law, at Landlord's discretion and election:

(a) Landlord shall have the immediate right to terminate and cancel Tenant's rights under this lease and re-enter, recover, and resume possession of the leased premises, or

(b) Landlord may continue to assert the validity of the Lease, take possession of the leased premises, pursuant to applicable law, (including unlawful detainer or action for possession), and re-let the leased premises, or any part thereof, for such term or terms, (which may be for a term extending beyond the term of this Lease), at such rent and upon such terms and conditions as Landlord may, in its sole discretion, deem advisable, provided Landlord agrees to proceed in a commercially reasonable manner in re-letting the leased premises. Upon such re-letting, Tenant shall immediately be liable to pay Landlord the reasonable costs and expenses of such re-letting, (including reasonable agents' or brokers' commissions and attorney's fees for the new lease), the reasonable costs and expenses of any alterations or repairs resulting from Tenant's use and reasonably required to be made to the leased premises to make it rentable, and shall be liable to pay to Landlord the amount, if any, by which the rental required to be paid by Tenant in this Lease for the period of such re-letting, (up to, but not beyond, the term of this Lease), exceeds the amount agreed to be paid by the new Tenant as rent for the leased

premises for such period of re-letting. If Landlord cannot re-let the leased premises for the entire balance of Tenant's term, Tenant shall be liable to pay Landlord for the balance of the rental required by this Lease at the time that such payments become due. No such termination, unlawful detainer action, re-entry, or taking of possession of the leased premises by Landlord shall be construed as an election on their part to terminate Tenant's other obligations under this Lease unless a written notice of such intention is given to Tenant; and or

(c) Landlord shall have recourse to any other remedy provided at law or in equity.

In the event of any termination of this Lease and upon the expiration of the term thereof, Tenant shall yield up quiet, immediate, and peaceful possession to Landlord.

Tenant recognizes and agrees that the obligation to pay rent and all other payments as are required to be paid by Tenant hereunder is independent of all other covenants and agreements herein contained. If Landlord shall commence any proceeding for nonpayment of any rent to which Landlord may be entitled or for breach of this Lease or for termination of this Lease by reason of Tenant's failure to timely cure a default, Tenant agrees that if Tenant does not pay the rent due hereunder during the pendency of the action or deposit the same with the Court, the Court shall immediately return possession of the leased premises to Landlord to enable Landlord to immediately rent the leased premises to third parties.

Landlord's failure to perform or observe any or its obligations under this Lease shall constitute a default by Landlord under this Lease only if such failure shall continue for a period of thirty (30) days (or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure) after Landlord receives written notice from Tenant specifying the default. The notice shall give in reasonable detail the nature and extent of the failure and shall identify the Lease provision(s) containing the obligations(s). If Landlord shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Tenant may pursue any remedies available to it under law and this Lease, provided that Tenant's obligation to pay Rent during any such cure period shall not be excused, tolled, or suspended in any way, such obligation to pay Rent being an independent covenant of Tenant hereunder, in recognition that Landlord must receive timely payments of Rent in order to operate the building. In the event of any failure, refusal or neglect on the part of the Landlord to cure or correct any defect or deficiency within a reasonable time frame, depending on the nature of the defect or deficiency, and for which the Landlord had received notice, Tenant may, but is not obligated to, cure or correct such deficiency or defect and seek recourse as against the Landlord for the recovery of any such sums expended. In no event, however, may Tenant offset, reduce, or deduct from the successive monthly rent any amounts expended by the

Tenant to correct or cure such defect of deficiency. Tenant's obligation to pay Rent hereunder is an independent covenant. Notwithstanding the foregoing, if Landlord's default continues beyond the thirty (30) day cure period described above, then Tenant, at Tenant's option, may elect to terminate this Lease by giving written notice thereof to Landlord, such termination to be effective immediately upon Tenant's notice to Landlord. In the event of such termination, Tenant's obligations hereunder shall cease.

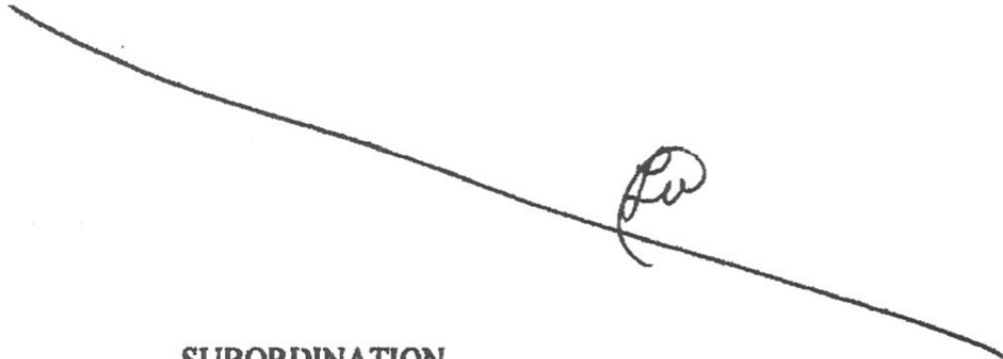
SUSPENSION OF LEASE IN CASE OF CASUALTY DAMAGE OR PUBLIC AUTHORITY

Landlord and Tenant agree that if, during the term of this Lease the leased premises shall be injured or destroyed by fire or other casualty or condemned or rendered untenable by public authority, so as to render the leased premises unfit for occupancy, to such an extent that the leased premises cannot be repaired or replaced with reasonable diligence within ninety (90) days from the happening of such injury or act, then either Landlord or Tenant may terminate this Lease as of the date of such damage or act by written notice delivered to the other within fifteen (15) days from the occurrence. Tenant shall immediately surrender the leased premises and all interest therein to Landlord and Tenant shall pay rent only to the time of the said damage or act.

If the leased premises can be restored within ninety (90) days from the happening of the damage or act and if Landlord, within fifteen (15) days from occurrence, elects, in writing, to repair and restore the leased premises within the said ninety days from the happening of the damage or act, then this Lease shall not end or terminate on account of such injury or act. However, the rent and Triple Net Expenses shall not run or accrue after injury and during the process of repairs, except only that Tenant shall, during such time, pay a prorated portion of such rent and Triple Net Expenses apportioned to that portion of the leased premises which are in condition for occupancy and can be effectively used or may actually be occupied by Tenant during such repairing periods.

If, however, the leased premises shall be damaged, but Tenant can use the leased premises to their fullest extent, then Landlord shall repair the same with reasonable promptness. In this case, the rent shall not cease or be abated during such repairing. All equipment, appliances, fixtures, improvements or betterments placed by Tenant on the leased premises, which shall be damaged or destroyed in any of the events aforementioned shall be repaired and replaced by Tenant at its own expense and not at the expense of Landlord.

Except as otherwise herein set forth, Landlord shall not be held to account for any damages to Tenant attributable to fire, acts of God or any failure or defect in the leased premises not reasonably attributable to the intentional or negligent acts or omissions of Landlord or its agents and employees; provided, however, Tenant shall promptly report any failure or defect to Landlord who shall repair or correct such defects with reasonable diligence.



SUBORDINATION

Notwithstanding anything herein to the contrary, Tenant agrees this Lease is and shall be subordinate to any mortgage, trust indenture, or other instrument of security which shall have been or shall be placed against the land and buildings of which the leased premises forms a part; and said subordination is hereby made effective without any further act by Tenant. Tenant agrees that at any time, or from time to time, upon request by Landlord, it will execute and deliver any instruments, releases, estoppel certificates, or other documents that may be required in connection with the subjecting and subordinating of this Lease to the lien of any of said mortgages, trust indentures or other instruments of security, or as may be required by Landlord in connection with a sale of the building. If there is more than one instrument, release, estoppel certificate, or other such document requested in any given Lease Year, and if legal fees are involved on the part of the Tenant to review such documents, the Landlord will reimburse Tenant for its reasonable legal fees to the extent such are reasonable and standard fees for such review.

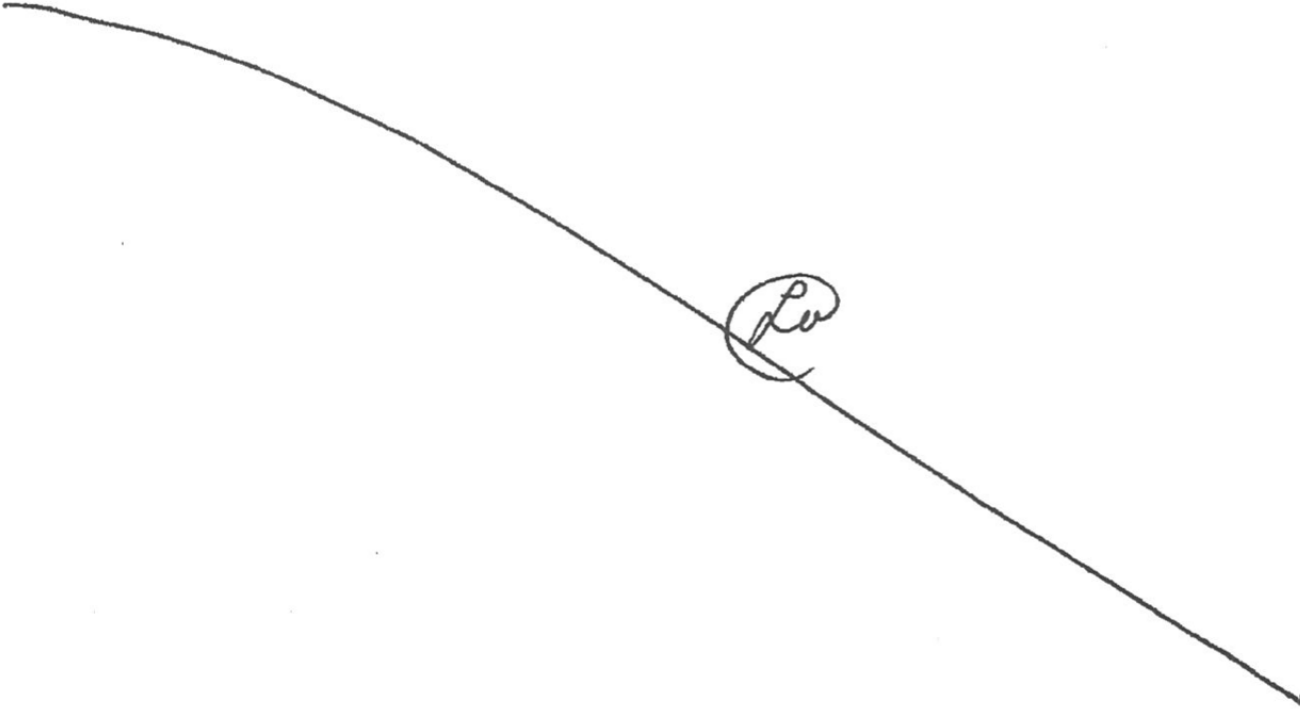
NOTICE

Any notice required to be given by one party, to the other shall be in writing and must be personally served upon a party or served by registered or certified mail, postage prepaid, through the United States Postal Service, and addressed to the respective parties at the following addresses:

LANDLORD: Chalres Defilippo dba Zel Properties, LLC
100 West Main Street, Suite 202
St. Clairsville, Ohio 43950
Phone: 740-449-2454

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

Either party may change the above addresses by giving written notice to the other party of such change. If a party's address is changed without such written notice, notice may be addressed to a party's last known address. Notice given in accordance with this provision shall be deemed effective on the earlier of (i) actual receipt, or (ii) three calendar days from the date of mailing.



WAIVER.

No waiver of any breach of any agreement, term, covenant, or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of the same or any other agreement, term, condition, or covenant.

ASSIGNABILITY AND SUBLEASING

Tenant shall not have the right to sublease or assign all or any portion of the leased premises during the Lease Term, without Landlord's prior written approval, which shall not be unreasonably withheld or delayed. Any such approved assignment or sublease shall be with recourse to Tenant.

SUCCESSORS AND ASSIGNS

Subject to the provisions of the preceding Paragraph, entitled "Assignability and Subleasing", this Lease shall be binding upon and inure to the benefit of the respective parties, their successors and permitted assigns.

ALL AGREEMENTS CONTAINED HEREIN

This Lease along with the Exhibits attached hereto, contains all of the agreements of the parties relating to the subject matter; and it supersedes and cancels all prior written or oral agreements between them with reference to the subject real property and premises, including all improvements thereon.

TIME

It is mutually agreed by and between the parties that **TIME IS OF THE ESSENCE OF THIS LEASE AGREEMENT, AND OF EACH AND EVERY PROVISION HEREIN.**

HEADINGS

The headings and titles of sections and paragraphs of this Lease are inserted merely for convenience and are not to be used in the constructions thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

LANDLORD: Zel Properties, LLC Date: _____
By: Luran I Williams

TENANT: JERRY ECHEMANN 10-16-24
Name Date

X Jerry Echemann
Signature

Josh Meyer 10-16-24
Name Date

APPROVED AS TO FORM:

J. A. Meyer, Asst. Pers. Attorney
PROSECUTING ATTORNEY

X [Signature]
Signature

Name Date

Signature

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CONSULTING SERVICE AGREEMENT BY AND BETWEEN LAWRENCE COUNTY, OHIO AND CINDI L. HENRY, AUDITOR FO BELMONT COUNTY, OHIO

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Consulting Service Agreement by and between Lawrence County, Ohio and Cindi L. Henry, Auditor of Belmont County, Ohio, in the not to exceed amount of \$8,000.00 per year.
Note: The services of Chris Kline will be used for assistance in training the newly appointed Chief Deputy and the Real Estate Manager of Belmont County,

RECEIVED
OCT 15 2024
BELMONT COUNTY COMMISSIONERS

CONSULTING SERVICE AGREEMENT

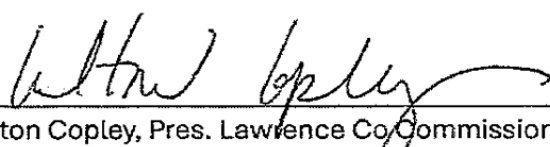
This agreement made this 15 day of October, 2024 by and between Lawrence County, Ohio and Cindi L. Henry, Auditor of Belmont County, Ohio.

To focus on servicing the local governments to best of our ability, we are entering into this legal Consulting Service Agreement with Lawrence County to utilize the services of Chris Kline for assistance in training the newly appointed Chief Deputy, and the Real Estate Manager of Belmont County, Ohio.

It is our desire to utilize Mr. Klines specialized consulting services to further the knowledge of The newly appointed Chief Deputy and Real Estate Manager when it pertains to completing the Necessary documents to legally, properly and professionally complete said documents/task. According to Ohio Revised Code 325.17 the County Auditor is authorized to contract for said Services of fiscal and management consultants to aid in the execution of his/her powers and duties as County Auditor.


The Scope of said services are listed below:

1. Such agreement is for fiscal and management purposes via written, telephonic, or email communications to aid the Auditor, Chief Deputy Auditor, and Real Estate Manager in the execution of his/her powers and duties.
2. The Agreement shall be in effect on a as needed basis for the duration of one year commencing on October 15, 2024.
3. Compensation for consideration of said services will be provided by the Belmont County Auditor's Office not to exceed Eight Thousand Dollars (\$8000) per year. Said Consultant will provide the Belmont County Auditor's Office with monthly statements reflecting hourly services. Compensation shall be deemed as an independent contractor for the Belmont County Auditor's Office and shall not be a public employee for the purposes of OPERS retirement purposes.


Colton Copley, Pres. Lawrence Co. Commissioners


Cindi L. Henry, Belmont County Auditor

DATED: 10-15, 2024

DATE APPROVED 10-16-24

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM MOS OFFICE SYSTEMS/ANIMAL SHELTER

October 16, 2024

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the proposal from MOS Office Systems in the amount of \$1,500.00 for one Sharp MX-C304w refurbished Color Document System Desktop for the Belmont County Animal Shelter.
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SHARP COPIER MAINTENANCE AGREEMENT WITH MOS OFFICE SYSTEMS/ANIMAL SHELTER

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Sharp Copier Maintenance Agreement with MOS Office Systems for a one year term. Minimum annual maintenance is \$200 per year for the Sharp MX-C304w refurbished Color Document System Desktop located at the Belmont County Animal Shelter.

SHARP COPIER MAINTENANCE AGREEMENT					
COMPANY:	Belmont County Animal Shelter	CONTACT:	Lisa		
ADDRESS:	45244 National Rd.	TELEPHONE:	740-695-4728		
CITY:	St. Clairsville	STATE:	OH	ZIP:	43950
MAKE & MODEL:	Sharp MX-C304w	SERIAL NUMBER:	0302069100		
Billing:	Monthly 7th				
Black & White:	.015	Start: 19,245	Color:	.065	Start: 24,802

It is agreed that MOS is authorized to furnish Maintenance Service for your machine/s, make, model & serial numbers listed below, in order to keep them in satisfactory condition and prolong their operating efficiency.

1. MOS will replace Parts, Drums, Toner and Developer, including all services calls, labor and travel.
2. This maintenance agreement does not include Paper and staples where applicable.
3. Alteration or repairs performed by personnel not authorized by MOS will VOID this contract.
4. Only those production models listed by serial number on the face of this agreement are covered by this agreement.
5. In no event shall MOS be liable for Damage caused by God, accident, storm, fire, water, spills, negligence, misuse, and incidental, consequential or special damages arising from or by reason of this maintenance agreement.
6. There will be an annual increase in maintenance per year, of no more than 5%, upon the date of renewal.
7. The minimum annual fee for copies is \$200.00. This covers all cost of maintenance.

This agreement will become in effective on the date and copy count listed below. It is to remain in force for one year from this date and will be renewed year to year at the anniversary date. To cancel by either the Customer or the Company, it must be done with a 30 day written notice and a call to MOS.

APPROVED BY: Jerry Echemann /s/
Josh Meyer /s/

Date: 10/16/24

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN FOR MAXIMUS CONSULTING SERVICES, INC. FOR YEAR ENDING 2022

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and authorize Commission President Jerry Echemann to sign the **Certificate of County-Wide Cost Allocation Plan** for Maximus Consulting Services, Inc., for the year ending December 31, 2022.

Note: Belmont County contracts with Maximus to prepare the cost allocation plan, which establishes the allowable costs that can be charged back to departments with funding sources outside the General Fund.

**BELMONT COUNTY, OHIO
CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN**

This is to certify that I have reviewed the cost allocation plan prepared by **MAXIMUS Inc.** and submitted herewith and to the best of my knowledge and belief:

All costs included in this proposal based on FY 2022 actual costs to establish cost allocations or billings for FY 2024 are allowable in accordance with the requirements of 2 CFR 200, (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*), and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently. Acceptance of this Cost Plan is contingent upon no material inaccuracies subsequently being found.

I declare that the foregoing is true and correct.

Signature Jerry Echemann /s/
Print Name Jerry Echemann
Title Belmont Co. Commission President
Date of Execution 10/16/24

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING

BETWEEN THE BOARD OF COMMISSIONERS AND CANDACE FLEAGANE

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and authorize Commission President Jerry Echemann to sign the Memorandum of Understanding, effective January 1, 2025 through December 31, 2025, by and between the Board of County Commissioners of Belmont County, Ohio and Candace Fleagane; Ms. Fleagane will assist County with providing for the care and control of cats by reimbursing the County for various expenses associated with the care and control of cats.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 16th day of October, 2024, by and between the Board of County Commissioners of Belmont County, Ohio (“County”) and Candace Fleagane (“Fleagane”).

WHEREAS, County operates an Animal Shelter primarily for the care and control of dogs pursuant to the Ohio Revised Code; and WHEREAS, Fleagane is concerned with the care and control of cats and desires to assist County with providing for the care and control of cats by reimbursing the County for various expenses associated with the care and control of cats.

NOW THEREFORE, County and Fleagane agree as follows:

- (1) During the term of this agreement, County shall provide a room at the Animal Shelter to house cats that have been surrendered to the Shelter until such time as said cats may be adopted. It is anticipated that the room can accommodate up to 32 cats at any one time.
- (2) Fleagane agrees to assume the cost of providing initial care of cats surrendered to the Shelter so that the same may be adopted. These initial costs shall include routine spay and neutering, and any general health issues. Fleagane shall not assume the cost associated with treatment of any extraordinary injury or serious disease of any individual cat unless agreed to by Fleagane prior to treatment.
- (3) County shall provide spay and neutering services and initial care of the cats through the services of local veterinarians.
- (4) Within ten (10) days of the end of each calendar month, County shall submit to Fleagane the costs incurred by County for spaying, neutering, and providing general routine healthcare to the cats during the preceding calendar month and Fleagane shall pay said amount in full to County within 30 days of receiving the invoice for said costs.
- (5) Since Fleagane is subsidizing the cost of initial healthcare for the cats, the County agrees to reduce the adoption fee for said cats to \$50.00 to allow for more adoptions.
- (6) This Agreement may be terminated by either party upon ten (10) days’ notice to the other in writing.
- (7) This Memorandum of Understanding shall remain in effect through, and including, December 31, 2025 and shall terminate at that time unless renewed in writing by County and Fleagane.

<u>10/16/24</u>	<u>Board of County Commissioners of Belmont County:</u>
Date	<u>Jerry Echemann /s/</u>
<u>10/11/24</u>	Jerry Echemann, President
Date	<u>Candace Fleagane /s/</u>
<u>Jacob Manning /s/</u>	Candace Fleagane
Jacob Manning	
Belmont County Assistant Prosecutor	

Upon roll call the vote was as follows:

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

Mr. Meyer noted, by law, the county is not required to take care of cats.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:31 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Hannah Warrington, HR Administrative Assistant, 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. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Absent

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 9:59 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 9:59 a.m. Upon roll call the vote was as follows:

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

Mr. Echemann said there is one motion to be considered as a result of executive session.

IN THE MATTER OF ACCEPTING THE RESIGNATION OF MEGAN STUCKEY, FULL-TIME CASE MANAGER CHILDREN SERVICES/DJFS

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Megan Stuckey, full-time Case Manager Children Services at Belmont County Department of Job and Family Services, effective November 1, 2024. Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF RFP OPENING FOR THE COMPUTER AIDED DISPATCHING SYSTEM AND MOBILE COMPUTER AIDED DISPATCHING SYSTEM FOR BELMONT COUNTY 9-1-1 DEPARTMENT

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Computer Aided Dispatching System and Mobile Computer Aided Dispatching System for Belmont County 9-1-1 Department.

NAME	BID BOND	BID AMOUNT
Tyler Technologies	N/A	\$607,895.00 without hardware

October 16, 2024

**840 W. Long Lake Rd.
Troy, MI 48098**

**\$772,895.00 with hardware
\$389,620.00 Maintenance-5 years**

**ID Networks, Inc.
7720 Jefferson Rd.
Ashtabula, OH 44004**

N/A

**\$196,500.00 CAD & Message Switch Software & Services
\$327,800.00 Mobile CAD Software & Services
\$197,482.00 Optional Hardware & Infrastructure
\$543,616.00 Maintenance-5 years**

Present: Bryan Minder 9-1-1 Director

Motion made by Mr. Echemann, seconded by Mr. Meyer to turn over all RFP's received for the Computer Aided Dispatching System and Mobile Computer Aided Dispatching System for Belmont County 9-1-1 Department to Director Bryan Minder for review and recommendation. Upon roll call the vote was as follows:

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

Mr. Minder noted the costs of this system will be covered by levy dollars.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:45 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 10:45 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 23rd day of October, 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