

St. Clairsville, Ohio

April 23, 2025

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Vince Gianangeli, 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. Dutton, seconded by Mr. Echemann 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 \$421,801.55

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0051-A001-A50.000 Budget Stabilization	E-0064-A002-A09.000 Appellate Crt. Dist.	\$7,017.00

H11 FAMILY & CHILD 1ST COUNCIL/BCDJFS

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-2770-H011-H03.000 FCFC Administrative Funds	E-2770-H011-H06.000 System of Care	\$10,433.25

S30 OAKVIEW JUVENILE REHABILITATION

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-8010-S030-S54.000 Food	E-8010-S030-S58.000 Communications	\$2,023.31
E-8010-S030-S56.000 Motor Vehicles	E-8010-S030-S53.000 Medical	\$200.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S57.000 Travel/Staff Dev.	\$10,000.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S60.000 Maintenance	\$19,000.00
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S63.000 General & Others	\$9,310.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated April 23, 2025, 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. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY
COMMISSIONERS RECEIVED AND REVIEWED THE FINAL SALES
& USE TAX DISTRIBUTION REPORT FOR FEBRUARY 2025

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

- Final Sales & Use Tax Distribution Report for the month of February 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL

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

COMMISSIONERS-J. P. Dutton to Walnut Creek, OH, on April 25, 2025, to attend the EODA Annual Membership meeting.

DJFS-Stacie Brown to Columbus, OH, on May 7-9, 2025, to attend the ODJFS Director's Conference. Estimated expenses: \$986.00. John Regis, Jr. to Cambridge, OH, on June 3, 2025, to attend the ECODA Fiscal meeting. Estimated expenses: \$53.20.

SSOBC-Billy Marinacci and Amanda Murray to Columbus, OH, on May 12, 2025, to attend the 5310 Compliance Training Course.

All senior center employees to Cambridge, OH, on May 8, 2025, to attend the AAA9 Adult Extravaganza. Bethesda and Flushing Senior Center employees to Dover, OH, on May 13, 2025, for a senior outing to Amish Country. Colerain Senior Center employees to Carrollton, OH, on May 13, 2025, for a senior outing to the Carrollton Tea House. Bellaire Senior Center employees to Washington, PA, on May 14, 2025, for a senior outing to the Tanger Outlet. Barnesville Senior Center employees to Dover/Berlin, OH, on May 15, 2025, for a senior outing to Amish Country. Lansing Senior Center employees to Moundsville, WV, on May 20, 2025, for a senior outing to the Moundsville Penitentiary. Powhatan and Bellaire Senior Center employees to Woodsfield, OH, on May 22, 2025, for a senior outing to Westwood Place. Centerville Senior Center employees to Moundsville, WV, on May 22, 2025, for a senior outing for shopping and lunch, County vehicles will be used for travel.

WATER & SEWER DEPARTMENT-Dave Eddy to Cambridge, OH, on April 22, 2025, to pick up parts. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 16, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING TRACEY EDDY
AS PART-TIME COOK/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Tracey Eddy, part-time cook at Senior Services of Belmont County, effective April 28, 2025.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REAPPOINTMENT
TO THE BELMONT COUNTY PORT AUTHORITY BOARD**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the reappointment of Rick Frio to the Belmont County Port Authority Board for a four-year term, effective April 26, 2025 through April 25, 2029.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH SHELLY & SANDS, INC. FOR THE
BELMONT COUNTY ENGINEER’S PROJECT 24-4 BEL-CR5 ASPHALT RESURFACING PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract with Shelly & Sands, Inc., in the amount of \$522,588.50 for the Belmont County Engineer’s Project 24-4 BEL-CR5 (Crescent and Emerson Road) Asphalt Resurfacing Project, based upon the recommendation of Belmont County Engineer Terry Lively.

Note: State Share \$500,000.00, Local Share \$22,588.50.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #24-4: BEL-CR5-(27.22) (30.20) - PID 121110
EDGE GOAL = 6%**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 23rd day of April, 2025 between **SHELLY & SANDS, INC.**, P.O. Box 66, Rayland, OH 43943, and J.P. Dutton, Jerry Echemann, and Vince Gianangeli, 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 2.94 miles of CR5 (Crescent Road) and 0.85 miles of CR5 (Emerson Road) and all related Work described by the Contract Documents.

All Work for the BEL-CR5-(27.22) (30.20) - PID 121110 project shall be completed by AUGUST 31, 2025.

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 #24-4: BEL-CR5-(27.22) (30.20) - PID 121110 TOTAL = \$522,588.50

*COUNTY SHARE WILL BE \$22,588.50 (M.V.G.T.)
STATE SHARE WILL BE \$500,000.00*

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

J.P. Dutton /s/ _____
Jerry Echemann /s/ _____

SHELLY & SANDS, INC.

By: Rita Lantz /s/ _____
Rita Lantz, Assistant Vice-Pres _____
Print/Type Signature

Vince Gianangeli /s/ _____

BEL-CR5-(27.11) (30.20) - PID 121110

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
2 EACH	CATCH BASIN ADJUSTED TO GRADE, AS PER PLAN	\$1,400.00	\$2,800.00
1 EACH	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	\$2,800.00	\$2,800.00
1,000 EACH	EROSION CONTROL	\$1.00	\$1,000.00
100 SY	PAVEMENT REPAIR, AS PER PLAN	\$50.00	\$5,000.00
600 SY	PAVEMENT PLANING, ASPHALT CONCRETE, AS PER PLAN	\$10.00	\$6,000.00
4,689 GAL	NON-TRACKING TACK COAT	\$3.50	\$16,411.50
12 CY	STABILIZED CRUSHED AGGREGATE	\$450.00	\$5,400.00
1,946 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	\$200.00	\$389,200.00
14 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), (DRIVEWAYS), AS PER PLAN	\$200.00	\$2,800.00
4,448 SY	SHOULDER RECONDITIONING, MISC.: GRADING	\$2.75	\$12,232.00
7.58 MILE	EDGE LINE, 4”, (644)	\$3,250.00	\$24,635.00
3.79 MILE	CENTER LINE, (644)	\$5,000.00	\$18,950.00
20 FT	STOP LINE, (644)	\$7.50	\$150.00

LUMP SUM	MAINTAINING TRAFFIC	\$25,000.00	\$25,000.00
LUMP SUM	MOBILIZATION	\$10,210.00	\$10,210.00
	<i>BEL-CR5-(27.22) (30.20) - PID 121110 TOTAL</i>		<i>\$522,588.50</i>

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT (RUMA) WITH ASCENT RESOURCES-UTICA, LLC/ENGINEER’S

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a **Roadway Use Maintenance Agreement (RUMA)** with Ascent Resources–Utica, LLC, effective April 23, 2025, for drilling activity at 0.42 miles of CR 42 (Fulton Hill Road), at the Robinson PLT BL Well Pad Site.

Note: Bond Number EACX4044005 for \$168,000 on file.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and ASCENT RESOURCES – UTICA, LLC, whose address is 1000 Utica Way, Cambridge, Ohio 43725 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Pultney Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [ROBINSON PTL BL WELL PAD SITE], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [ROBINSON PTL BL WELL PAD SITE] (hereafter collectively referred to as “oil and gas development site”) located in Pultney Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.42 miles (2,200’) of CR 42 (Fulton Hill Road) for the purpose of ingress to and egress from the [R0BINSON PLT BL WELL PAD SITE], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [ROBINSON PLT BL WELL PAD SITE] (hereinafter referred to collectively as “Drilling Activity”); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator’s engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR 42 (Fulton Hill Road), to be utilized by Operator hereunder, is that exclusive portion beginning at S.R. 147 (Key-Bellaire Road) and extend approximately 2200’ northwest to the well pad entrance. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 42 (Fulton Hill Road) for any of its Drilling Activities hereunder.
2. NA The portion of CR/TR (), to be utilized by Operator hereunder, is that exclusive portion beginning at wherein Operator’s site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR for any of its Drilling Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator’s Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator’s sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator’s Drilling Activity, at Operator’s sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator’s engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator’s notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad’s discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator’s Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator’s use for its Drilling Activity, at Operator’s sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$168,000.00 One Hundred and Sixty-Eight Thousand & 00/100 DOLLARS (\$400,000.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route’s condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority’s oversight.
7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator’s sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio’s Prevailing Wage Laws.
11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney’s fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator’s use of the roads pursuant to this Agreement
12. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf.
13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
15. Agreement shall be governed by the laws of the State of Ohio.
16. This Agreement shall be in effect on April 23, 2025.
- Executed in duplicate on the dates set forth below.

Authority
By: Vincent M. Gianangeli /s/
Vincent M. Gianangeli, Commissioner
By: J. P. Dutton /s/
John Paul Dutton, Jr. Commissioner
By: Jerome C. Echemann /s/
Jerome C. Echemann, Commissioner
By: Terry Lively /s/
Terry Lively, County Engineer
Dated: 4-23-25
Approved as to Form:
Jacob Manning /s/, Assistant Prosecuting Attorney
John Kevin Flanagan, County Prosecutor
Upon roll call the vote was as follows:

Operator
By: Tim A. Murray /s/

Printed name: Tim A. Murray

Company Name: Ascent Resources-Utica, LLC

Title: Director of Field Services

Dated: 10/8/2024

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

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FROM
GRAE-CON CONSTRUCTION, INC FOR THE BELMONT COUNTY
HEALTH DEPARTMENT AND RECORDS BUILDING PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 1 from Grae-Con Construction, Inc., for the Belmont County Health Department and Records Building Project adding an additional 14 calendar days to the Substantial Completion Date; Revised Completion Date: 559 calendar days.
Note: This change order is a result of the delay to the Construction Schedule caused by Columbia Gas.


<div>General Contractor Change Order Form</div> <div>CHANGE ORDER NO. 1</div>	
Project Name: Records Building and Health Department Building Project (the "Project")	
Source document(s) and # (RFI, Bulletin, Shop Drawing Review): Request for Change Order 1 attached hereto as Exhibit A (to the extent not inconsistent with the Agreement executed between the Owner and Contractor).	This Change Order is effective as of the date of execution by the Owner.
Owner: Board of Commissioners of Belmont County, Ohio	General Contractor (Contractor): Grae-Con Construction, Inc.
Architect: Mills Group, LLC	
<div>Description/Justification (Add more pages or attach scope detail if necessary)</div> <p>This is a no cost change order to extend the Date of Substantial Completion for the Project 14 calendar days to address the delay to the Construction Schedule caused by Columbia Gas as set forth in Exhibit A.</p>	
Original Contract Sum	\$10,694,075.00
Net Change by Previous Change Orders	\$0.00
This Change Order Increase/Decrease (clearly indicate)	\$0.00
New Contract Sum	\$10,694,075.00
<div>Revised Contract Time (critical path only)</div> <p>Original Substantial Completion Date or Duration: within 545 calendar days of the Date of Commencement</p> <p>Previous Adjustments by Change Order(s) <u>0</u> (calendar days)</p> <p>This Change Order <input checked="" type="checkbox"/> ADD or <input type="checkbox"/> DEDUCT <u>14</u> (calendar days)</p> <p>Revised Substantial Completion Date or Duration: within 559 calendar days of the Date of Commencement</p> <p>If applicable, revised Final Completion Date or Duration: <u>N/A</u></p>	

The compensation, Contract Sum adjustment, or time extension provided by this Change Order constitutes full and complete satisfaction for all direct and indirect costs, cumulative impact, if any, and interest related thereto, which has been or may be incurred in connection with alleged changes to the Work or alleged schedule impacts for all portions and phases of the Project through the date of the change order. To the extent any attachment(s) hereto are inconsistent with this provision, this provision

and Section 7.2.3 of the modified AIA-A201 General Conditions of the Contract for Construction shall control.

By executing this Change Order, Owner and Contractor agree to modify the Agreement's Scope of Work, Contract Sum, and/or Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document.

CONTRACTOR:

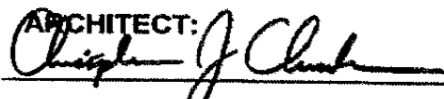
By: 

Printed Name: Jack Boston

Title: Project Manager

Date: April 23, 2025

ARCHITECT:


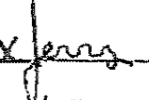
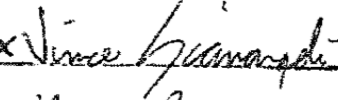
By: 

Printed Name: Christopher J. Clark, RA

Title: Principal

Date: April 22, 2025

OWNER:

By: X  X  X 

Printed Name: J.P. DUTTON JERRY ECHEMANN VINCE GIANANGELI

Title: BELMONT COUNTY COMMISSIONERS

Date: APRIL 23, 2025

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY APPLICATION NUMBER 2 (THROUGH 4/21/2025)
FROM GRAE-CON CONSTRUCTION, INC. FOR THE BELMONT COUNTY HEALTH
DEPARTMENT AND RECORDS BUILDING PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Application Number 2 (through 4/21/2025) from Grae-Con Construction, Inc., in the amount of \$394,777.71 for the Belmont County Health Department and Records Building project, based upon the recommendation of Mills Group, Project Architect.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AGREEMENT WITH BELMONT

SOAR FC (BELMONT SOAR)/LAFFERTY FIELDS

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into agreement with Belmont Soar FC (Belmont Soar) for use of the Lafferty Ballfields for soccer practices and games for the term beginning April 1, 2025 through March 31, 2026.
Note: Either party may terminate this agreement upon 30 days written notice.

AGREEMENT

This Agreement is entered into between the Board of County Commissioners of Belmont County, Ohio (Board) and Belmont Soar FC (Belmont Soar) on this 23rd day of April 2025.

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

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

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

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

1. Belmont Soar will have an exclusive right to use the soccer fields at the Lafferty Ballfields for soccer practices and games for the term beginning April 1, 2025 and through March 31, 2026. This exclusive right shall mean that Belmont Soar has exclusive authority to schedule practices and games at the soccer fields at the Lafferty Ballfields and may, in its discretion, exclude others from the soccer fields at times when Belmont Soar has practices or games scheduled. When Belmont Soar has not scheduled practices or games, the parties understand and agree that members of the public may use the soccer fields. Belmont Soar also may agree with other teams or entities to allow them to use the soccer fields when not in use by Belmont Soar, with the understanding that Belmont Soar shall not profit by such use. The parties understand the exclusive rights granted to Belmont Soar shall not extend to the softball fields at the Lafferty Ballfields and instead shall extend to the soccer fields only.
2. Belmont Soar shall not make any changes or improvements to the Lafferty Ballfields without the express permission of the Board’s Facilities Director, Scott Larkin.
3. Belmont Soar shall indemnify, defend, and hold the Board, its elected officials, agents, and employees harmless from any and all losses, claims, damages, suits, costs, judgments expenses, and any other liabilities, including attorney’s fees, which it may incur as a result of bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or in part by the actions of Belmont Soar, or any of its agents, employees, volunteers, team members, or players, as well as any sub-lessees.
4. Belmont Soar shall keep in effect, at its sole expense, commercial general liability insurance for bodily injury and property damage arising out of the use of the Lafferty Ballfields, or cover such liability and property damage by means of membership in a joint self-insurance pool, or by some combination thereof. Belmont Soar shall carry limits not less than \$1,000,000 per occurrence and shall name the Board as an additional insured.
5. Either party may terminate this agreement upon thirty (30) days written notice to the other party.

Belmont Soar
By: Jacyln Ketter /s/
Its: President

Board of County Commissioners of
Belmont County
J. P. Dutton /s/
Jerry Echemann /s/
Vince Gianangeli /s/

APPROVED AS TO FORM:
Jacob Manning /s/, Assistant Prosecuting Attorney
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAY REQUEST NUMBER 1 (3/1/2025 TO 4/6/2025) FROM OHIO-WEST VIRGINIA EXCAVATING CO. FOR THE WEST END FORCE MAIN IMPROVEMENTS PROJECT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Request Number 1 (3/1/2025 to 4/6/2025) from Ohio-West Virginia Excavating Co., in the amount of \$217,046.40 for the West End Force Main Improvements Project, based upon the recommendation of Water & Sewer District Director Kelly Porter.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE QUOTE FROM BELMONT GIG/NEW HEALTH DEPARTMENT AND RECORDS CENTER

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Belmont Gig, in the amount of \$17,821.83, to relocate and replace fiber for the new Health Department and Records Center building and the 911 Center.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE TRADE-IN OF A 2015 RAM 3500 CREW CAB AND PURCHASE ONE 2025 GMC SIERRA K3500 PICKUP TRUCK FROM WHITESIDE OF ST. CLAIRSVILLE, INC FOR THE BUILDING AND GROUNDS DEPARTMENT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the trade-in of a 2015 Ram 3500 crew cab for a trade-in amount of \$11,500.00 and purchase one 2025 GMC Sierra K3500 pickup truck from Whiteside of St. Clairsville, Inc., in the amount of \$56,290.00 for a total cost of \$41,580.00, for Belmont County Buildings and Grounds Department, based upon the recommendation of Director Scott Larkin.

Note: This vehicle is a replacement vehicle for their fleet.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING THE MEMORANDUM OF UNDERSTANDING FOR THE TARGETES COMMUNITY ALTERNATIVES TO PRISON (T-CAP) GRANT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter and authorize Commission President J. P. Dutton to sign the Memorandum of Understanding (MOU) for the Targeted Community Alternatives to Prison (T-CAP) Grant available through the Ohio Department of Rehabilitation.

Note: Belmont County plans to use T-CAP funds for a wide range of community corrections alternatives which may include, but are not limited to, drug/alcohol testing, drug and alcohol treatment (non-residential and residential) and community service programs and to augment personnel costs.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION IN SUPPORT OF STATE ISSUE 2 RENEWAL OF THE STATE CAPITAL IMPROVEMENT PROGRAM ON THE MAY 6, 2025 STATEWIDE BALLOT

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution in support of State Issue 2 Renewal of the State Capital Improvement Program on the May 6, 2025 Statewide Ballot.

WHEREAS: the State Capital Improvement Program (SCIP) is a state-local government partnership program that funds local infrastructure projects in communities across Ohio; and

WHEREAS: the program has, for nearly 40 years, provided over \$7 billion for improvements to keep Ohio’s roads and bridges safe and in good condition for residents, first responders, and all motorists traveling on Ohio roadways, and to improve local wastewater treatment, water supply, and stormwater infrastructure in all 88 Ohio counties; and

WHEREAS: the SCIP provides essential grants, loans, and loan assistance to local governments; and

WHEREAS: the renewal of the SCIP **will not raise taxes for Ohioans**, and the renewal is critical to prevent a gap in infrastructure investment, as the current authorization is set to sunset July 1, 2025; and

WHEREAS: funding for the State Capital Improvement Program relies on an amendment to Ohio’s Constitution about every ten years, and has been overwhelmingly renewed by voters three times since its creation in 1987; and

WHEREAS; Belmont County has benefitted from the SCIP, receiving approximately \$20 million in grant funds, which have significantly improved the quality of life and safety for Belmont County residents; and

WHEREAS; infrastructure investment encourages economic development, creates and maintains business, contributes to public health and safety, creates construction jobs and helps keep Ohio competitive.

NOW THEREFORE BE IT RESOLVED: that the Board of Commissioners of Belmont County joins the Strong Ohio Communities coalition in support of State Issue 2 and urges a YES vote on Issue 2 on May 6, 2025.

Adopted this day the 23rd of April, 2025.

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/
Jerry Echemann /s/
Vince Gianangeli /s/

Upon roll call the vote was as follows:

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

Mr. Dutton said, “Bond renewal is not a new tax on residents of the state of Ohio, but it does go to a very good use. That use is the Ohio Public Works Commission, and Belmont County has been a big beneficiary of funding through that program. Covering the last 10 years, Belmont County has received approximately \$20 million in grant funds.” Frank Shaffer, Belmont County Township Association President, said this is the only funding that the townships can go after, if they didn’t have this funding all of the money for projects would be coming out of taxpayer dollars.

Tri-County Help Center- JaQue Galloway, Program Facilitator and Lauren Hamilton, Legal Advocate

Re: Sexual Assault Awareness Month Proclamation

Ms. Galloway said Tri-County has offices in Belmont, Monroe and Harrison counties. She said they work with survivors on their situation and take information on what they can be doing better or change. They are working on how to reach male survivors.

IN THE MATTER OF ADOPTING PROCLAMATION DECLARING APRIL AS SEXUAL ASSAULT AWARENESS MONTH

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the proclamation declaring April Sexual Assault Awareness Month.

***PROCLAMATION DECLARING APRIL
SEXUAL ASSAULT AWARENESS MONTH***

WHEREAS, sexual violence is a serious public health, human rights, and social justice issue that affects individuals of all genders, ages, races, ethnicities, and backgrounds; and

WHEREAS, sexual assault impacts millions of people each year, causing lasting physical, emotional, and psychological harm to survivors, their families, and communities; and

WHEREAS, Sexual Assault Awareness Month provides an opportunity to raise public awareness about sexual violence, educate communities on prevention strategies, and support survivors in their healing journey; and

WHEREAS, prevention is possible through education, advocacy, and the promotion of healthy relationships, consent, and bystander intervention; and

WHEREAS, every individual, community, workplace, and institution has a role in addressing and preventing sexual violence by fostering environments that promote safety, respect, and equality; and

WHEREAS, we stand in solidarity with survivors, advocate for policies that support them, and work collectively to end sexual violence in all its forms.

NOW, THEREFORE, we, the Belmont County Commissioners, do hereby proclaim the month of April as **Sexual Assault Awareness Month** in Belmont County and encourage all residents to participate in activities and initiatives that promote awareness, education, and prevention of sexual violence

Adopted this day the 23rd of April, 2025

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/
Jerry Echemann /s/
Vince Gianangeli /s/

Upon roll call the vote was as follows:

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

RECESS

Job Fair Mike Schlanz, Ohio Means Jobs

Re: Ohio Valley Job Fair

Mr. Schlanz said they have 107 businesses signed up to participate in this year’s job fair with a wide variety of employers. They include 89 businesses, 13 employment agencies and 5 training providers. They are hoping to have a good turnout from the local schools.

RECESS

11:31 Bid Opening-Engineer’s Project 25-2 2025 Chip Seal Program

Mr. Dutton noted all bids were received by 11:30 a.m. Mr. Boltz said eight townships are participating this year.

IN THE MATTER OF BID OPENING FOR BELMONT COUNTY ENGINEER’S PROJECT 25-2 2025 CHIP SEAL PROGRAM

This being the day and 11:30 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Belmont County Engineers Project 25-2 2025 Chip Seal Program they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Youngblood Paving 2516 ST. Route 18 Wampum, PA 16157	X	\$1,474,687.80
SC Construction 800 Nathan Denton Rd Seaman, OH 45679	X	\$1,435,375.80
Engineer’s Estimate: \$1,556,110.80		

Present: Belmont County Assistant Engineer Dan Boltz and Tim Mohnery, Youngblood Paving.

Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the Belmont County Engineer’s **2025 Chip Seal Program** to Belmont County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

RECESS

Reconvened at 12:48 p.m. with no further business to be had.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:48 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:48 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 30th day of April, 2025.

J. P. Dutton /s/

Jerry Echemann /s/ COUNTY COMMISSIONERS

Vince Gianangeli /s/

We, J. P. Dutton 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.

J. P. Dutton /s/ PRESIDENT

Bonnie Zuzak /s/ CLERK