

St. Clairsville, Ohio

July 16, 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 \$760,807.44

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:

S77 COMM-BASED CORRECTIONS ACT GRT

FROM	TO	AMOUNT
E-1520-S077-S04.006 Hospitalization	E-1520-S077-S01.002 Salaries	\$3,061.98

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND O54 DEBIT SERVICES-COUNTY ISSUES

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out <i>*4th Qtr. 2024 Casino Money</i>	R-9256-O054-O21.574 Transfers In	\$231,927.01
E-0257-A015-A15.074 Transfers Out <i>*1st Qtr. 2025 Casino Money</i>	R-9256-O054-O21.574 Transfers In	\$236,823.14

P05 WATER WORKS FUNDS AND N22 WWS CAPITAL IMPROVEMENTS

FROM	TO	AMOUNT
E-3702-P005-P34.074 Water Revenue	R-9022-N022-N08.574 WWS Capital Improvements	\$46,784.08

P53 SANITARY SEWER DISTRICT FUND AND N14 SSD CAPITAL IMPROVEMENTS

FROM	TO	AMOUNT
E-3705-P053-P16.074 Sewer Revenue	R-9014-N014-N07.574 SSD Capital Improvements	\$23,501.35

W80 PROSECUTOR’S-VICTIM PROGRAM AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Victim Ass. Salary	R-0040-A000-A47.574 Transfer In	\$2,446.03

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

JANUARY 07, 2025

A00 GENERAL FUND

E-0257-A015-A15.074 <i>*4th Qtr. 2024 Casino Money</i>	Transfers Out	\$231,927.01
E-0257-A015-A15.074 <i>*1st Qtr. 2025 Casino Money</i>	Transfers Out	\$236,823.14

P81 ARP ST. & LOCAL FISCAL RECOVERY

E-1801-P081-P03.013	Contract Projects	\$8,625.00
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JULY 15, 2025

A00 GENERAL FUND

E-0111-A001-E02.002	Salary	\$2,446.03
E-0131-A006-A02.002	Salaries	\$13,471.72
E-0131-A006-A13.003	PERS/SPRS	\$2,376.85
E-0256-A014-A06.006	Group & Liability	\$2,255.25
E-0256-A014-A14.004	Workers’ Comp	\$189.34

B00 DOG & KENNEL FUND

E-1600-B000-B03.010	Supplies	\$250.00
E-1600-B000-B07.000	Veterinary Services	\$190.51
E-1600-B000-B11.000	Other Expenses	\$1,354.65

E09 NEXT GENERATION 9-1-1 FUND

E-2209-E009-E01.011	Contract Services	\$16,639.02
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E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,392.17
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M67 ALTERNATIVE SCHOOL- JUV COURT

E-0400-M067-M01.002	Salaries	\$9,250.00
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N14 SSD CAPITAL IMPROVEMENTS

E-9014-N014-N05.055	Contract Projects	\$141,827.20
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S30 OAKVIEW JUV REHABILITATION

E-8010-S030-S40.000	Grant Holding Account	\$217,256.00
E-8010-S030-S51.002	Salaries	\$381,133.75
E-8010-S030-S53.000	Medical	\$220.00

E-8010-S030-S54.000	Food	\$5,030.00
E-8010-S030-S55.010	Supplies	\$3,251.90
E-8010-S030-S56.000	Motor Vehicles	\$1,250.00
E-8010-S030-S57.000	Travel & Staff Development	\$1,750.00
E-8010-S030-S58.000	Communications	\$14,975.00
E-8010-S030-S59.000	Fuel/Utilities	\$36,931.00
E-8010-S030-S60.000	Maintenance & Repair	\$8,435.50
E-8010-S030-S62.000	Printing	\$25.00
E-8010-S030-S63.000	General	\$5,375.00
E-8010-S030-S65.000	Indirect Costs	\$6,250.00
E-8010-S030-S66.003	PERS	\$51,958.73
E-8010-S030-S67.004	Workers’ Compensation	\$14,845.35
E-8010-S030-S68.006	Hospitalization	\$126,140.00
E-8010-S030-S69.007	Unemployment Compensation	\$9,000.00
E-8010-S030-S70.005	Medicare	\$5,381.44
E-8010-S030-S71.000	Education/Recreation	\$1,000.00
<u>S32 OAKVIEW JUV- ACTIVITY FUND</u>		
E-8012-S032-S00.000	Activity Fund	\$498.79
<u>W20 LAW LIBRARY RESOURCES FUND</u>		
E-9720-W020-W02.002	Salary	\$2,500.00
E-9720-W020-W03.003	PERS	\$500.00
E-9720-W020-W07.010	Supplies	\$6,917.33
<u>W80 PROSECUTOR’S- VICTIM PROGRAM</u>		
E-1511-W080-P01.002	Salary	\$2,446.03
<u>Y38 VENDOR LICENSE FEES</u>		
E-9838-Y038-Y01.000	Remit to State	\$150.00
E-9838-Y038-Y02.000	Remit to County	\$150.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT AND INVESTMENT PORTFOLIO FOR THE MONTH OF JUNE 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 Treasurer’s Office:

- Interest Report and Investment Portfolio for the month of June 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:

DJFS-Shannon Weekley and Hope Romshak to Greenville, WV, on July 15, 2025, to move a child from foster home to relative placement. A county car will be used for travel. Estimated expenses: \$127.00. Cindy Berry to Westerville, OH, on August 25, 2025, to attend the OCSPS Leadership Training. Estimated expenses: \$441.80. Stacie Brown to Newark, OH, on October 22-24, 2025 to attend the OFCFCA Annual Conference. Estimated expenses: \$475.00.

HR DEPARTMENT-Erin McVay to Seattle, WA, on May 31-June 5, 2025, to attend the PRIMA National Conference. Estimated expenses: \$1,700.00.

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 July 9, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING EMILY PEPERA AS FULL-TIME OFFICE ASSISTANT FOR THE BELMONT COUNTY COMMISSIONERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Emily Pepera, full-time Office Assistant for the Belmont County Commissioners, effective July 21, 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 ACCEPTING THE RESIGNATION OF CHRISELDA TEASDALE, INTERMITTENT LPN/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the resignation of Chriselda Teasdale, Intermittent LPN at the Belmont County Jail effective July 15, 2025.
Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENT OF MS. SUE LEWTON TO THE BELMONT COUNTY COMMUNITY ACTION COMMISSION GOVERNING BOARD

Motion made by Mr. Dutton, seconded by Mr. Echemann to reappoint Ms. Sue Lewton to the Belmont County Community Action Commission Governing Board, effective August 1, 2025 to July 31, 2030, based upon the recommendation of the CAC Governing Board Executive Committee.
Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENT TO THE BELMONT COUNTY DISTRICT LIBRARY BOARD

Motion made by Mr. Dutton, seconded by Mr. Echemann to reappoint Mr. Richard Hord to the Belmont County District Library Board, for a seven-year term effective July 31, 2025 through July 30, 2032.
Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENTS TO THE WORKFORCE DEVELOPMENT BOARD AREA 16

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following appointments to the Workforce Innovation Opportunity Act Board, for a two-year term effective July 1, 2025 through June 30, 2027.

<u>Appointments:</u>	<u>Representation:</u>
Ed Good, Utility Workers Union of America, AFL-CIO	Labor Organization
Alaire King, Executive Director, CAC	Education & Training
Jacob Hershberger	Business
Jeff Vaughn, Vaughn, Coast & Vaughn	Business
Jeremy Morris, Belmont College	Post-Secondary Education
Crystal Lorimor, Executive Director	Economic Development
Community Improvement Corporation of Belmont County	

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AMENDMENT NO.7 TO THE MILLS GROUP, LLC AGREEMENT FOR THE NEW RECORDS BUILDING AND HEALTH DEPARTMENT BUILDING PROJECT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign Amendment No. 7 to the Mills Group, LLC agreement, for the new Records Building and Health Department Building project as follows:

- Site Redesign, Construction Documents, Bidding and Negotiation Services in the amount of \$230,000.00.
- Construction Change Directive Coordination Services in the amount of \$23,000.00.

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

Amendment No. 7 to the Architect Agreement

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

As contemplated by Section 4.2 of the Agreement, additional site re-design, construction documents, bidding and negotiation, and construction change directive coordination services are added to the Architect's Scope of Services for the Project as Additional Services as set forth in Exhibit B to the extent not inconsistent with the Agreement.

The following is added to the end of Section 11.3:

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

Site Re-Design, Construction Documents, Bidding and Negotiation Services	\$230,000
Construction Change Directive Coordination Services	\$23,000

The following is added to the end of Section 13.2.3:

Exhibit B – Design Professional's fee proposal dated June 20, 2025, as modified and to the extent not inconsistent with this Agreement; separate terms and conditions are expressly rejected.

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

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

By: *Jerry Echemann* X *Vince Gianangeli*

Printed Name: *JERRY ECHEMANN* *VINCE GIANANGELI*

Title: *PRESIDENT* *MEMBER*

Date: *7-16-25*

Mills Group, LLC

By: *Michael Mills*

Printed Name: *Michael J. Mills, AIA*

Title: *Managing Principal*

Date: *July 8, 2025*

Upon roll call the vote was as follows:		
	Mr. Dutton	Yes
	Mr. Echemann	Yes
	Mr. Gianangeli	Yes

IN THE MATTER OF APPROVING CHANGE ORDER NO. 6 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 the following Change Order from Grae-Con Construction, Inc., for the Records Building and Health Department Building Project:

- Change Order No. 6, in the increased amount of \$31,809.00, for additional costs due to the labor, materials, and equipment needed to complete the Phase 2 tree removal and the excavation related to the Transformer/Generator Foundation.

Note: New contract total is \$10,753,929.94.

General Contractor Change Order Form	
CHANGE ORDER NO. 6	
Project Name: Records Building and Health Department Building Project (the "Project")	
Source document(s) and # (RFI, Bulletin, Shop Drawing Review): Request for Change Order 8 attached hereto as Exhibit A and Architect's Supplemental Instructions 4 attached hereto as Exhibit B (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	
Description/Justification (Add more pages or attach scope detail if necessary)	
This change order is to address the additional costs due to the labor, materials, and equipment needed to complete the Phase 2 Tree Removal and the excavation related to the Transformer/Generator Foundation as set forth in Exhibit A and Exhibit B.	
Original Contract Sum	\$10,694,075.00
Net Change by Previous Change Orders	\$28,045.94
This Change Order Increase/Decrease (clearly indicate)	\$31,809.00
New Contract Sum	\$10,753,929.94
Revised Contract Time (critical path only)	
Original Substantial Completion Date or Duration: within 545 calendar days of the Date of Commencement	
Previous Adjustments by Change Order(s) 14 (calendar days)	
This Change Order X ADD or DEDUCT 7 (calendar days)	
Revised Substantial Completion Date or Duration: within 566 calendar days of the Date of Commencement	
If applicable, revised Final Completion Date or Duration: N/A	

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: [Signature]
Printed
Name: James McKeegan
Title: Vice President
Date: July 9, 2025

ARCHITECT:
By: [Signature]
Printed
Name: Christopher J. Clark
Title: Principal
Date: 7/9/2025

OWNER:
By: X [Signature] X [Signature] X [Signature]
Printed
Name: J.P. DUTTON BERRY ECHEMANN VINCE GIANANGELI
Title: BELMONT COUNTY COMMISSIONERS
Date: 7-16-25

CERTIFICATE OF FUNDS
(ORC Section 5705.41)

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

Dated: 07/16/2025
[Signature]
Fiscal Officer

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AMENDED BELMONT COUNTY PREVENTION, RETENTION AND CONTINGENCY (PRC) PLAN/JFS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the amended Belmont County Prevention, Retention and Contingency (PRC) Plan approved on June 4, 2025, as submitted by the Belmont County Department of Job and Family Services.

Upon roll call the vote was as follows:

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

Jack Regis, JFS Fiscal Administrator, said the Advisory Committee met to review the plan which needs updated every two years. Changes were made and submitted to the state. The state required a few minor changes.

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES

CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and the Belmont County Board of Developmental Disabilities in the maximum amount of \$50,000.00, effective July 1, 2025 through June 30, 2026 to provide services for the Cluster program.

Note: This is paid for with Temporary Assistance to Needy Family (TANF) funding.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract**

Whereas, this contract entered on the **16th** day of **July 2025**, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as “Purchaser”) and the Belmont County Board of Developmental Disabilities (hereinafter referred to as “Contractor”), is for the purchase of the service coordination for children and their families of Belmont County.

I. Purpose

The purpose of this contract is the purchase of Service Coordination for use by the Belmont County Department of Job and Family Services. This contract is not intended to and does not establish a subrecipient or subgrantee relationship as those terms are defined in either OBM Circular A-133 or in the federal government management “common rule”.

II. Parties

Purchaser:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950 740-695-1075
Contractor:	The Belmont County Board of Developmental Disabilities 68421 Hammond Road St. Clairsville OH 43950 740-695-0407

III. Contract Period

This contract will be effective from July 1, 2025, through June 30, 2026.

IV. Definitions

The following words, phrases, and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable, and allowable under applicable federal, state, and local laws and regulations for the proper administration and performance of services to clients.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services through the children services division of the Purchaser.

Performance

Performance by the Contractor under the terms and conditions set forth in this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting, evaluation, and monitoring requirements as well as all performance standards set herein.

Proportional Payment

Proportional payment would occur at the Purchaser’s discretion in the event the Contractor fails to perform as stated in this contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only way this contract may be modified in the event of the Contractor’s breach and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor’s failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting, evaluation, and monitoring responsibilities as well as meeting all performance standards stated herein.

Temporary Assistance to Needy Families (TANF)

The funding source available to assist needy families meet one or more of the following goals: to provide assistance to needy families so that children may be cared for in their own home; reduce the dependence of needy parents by promoting job preparation, work, and marriage; prevent and reduce the incidence of out-of-wedlock pregnancies; and encourage the formation and maintenance of two-parent families. TANF is a federal allocation and shall only be used on families meeting the basic criteria of having a minor child in the home. Additional eligibility criteria are detailed in the Ohio Administrative Code 5101:1-1-01 (Temporary Assistance for Needy Families definitions).

Unit

A unit consists of billable hours for TANF eligible clients. Hours should be charged in quarter hour increments rounded to the nearest quarter hour using traditional rounding criteria.

V. Scope of Work

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

The Contractor will provide Service Coordination to TANF eligible individuals. Service Coordination is not affiliated with any single system but the results impact family and community outcomes across all systems through a collaborative, coordinated, cross-system approach. The individual family service coordination process is family focused and strength based utilizing a wrap-around service delivery model. Service coordination provides a vehicle for families with multiple and complex problems to address their needs through a process that creates an intervention/treatment environment that eliminates duplication and provides both traditional services and natural supports.

1. The Service Coordinator will explain confidentiality, obtain releases of information allowing contacts with the family’s natural supports and professionals. The Service Coordinator will also be responsible for obtaining all necessary releases of information, prepare and review initial cluster packets, collect monthly reports from service providers and prepares summary of progress made toward achieving treatment goals.
2. Failure to fulfill the Contractor’s responsibilities may result in termination of this contract by the Purchaser per Article XXIII – Termination and Article XXIV – Breach of Contract.

B. Purchaser’s Responsibilities

1. The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards and reporting and monitoring as included herein.
2. The Purchaser shall communicate on a regular basis and will work to resolve any misunderstandings or problems that may arise. The Purchaser agrees to uphold all responsibilities outlined in this contract.

3. The Purchaser will pay all costs related to providing all services consistent with the provisions stated in Article VII.
4. The Purchaser will determine eligibility of all participants prior to receiving any services.

a. All participating families shall complete an application and be determined TANF eligible prior to receiving any services. Eligibility shall be determined by Belmont County JFS staff. The target population for TANF families living in Belmont County with one (1) or more minor children in the household and a gross monthly income at or below 200% of the federal poverty level. In addition, services must have a direct relationship with at least one (1) of the federal TANF purposes stated below:

i. To aid needy families so that children may be cared for in their own homes or homes of relatives.

ii. To end dependence of needy parents on governmental benefits by promoting job preparation, work and marriage.

iii. To prevent and reduce the incidence of out-of-wedlock pregnancies and establish numerical goals for preventing and reducing the incidence of these pregnancies.

iv. To encourage the formation of two parent families.

C. Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchasers may meet to review the program and delivery of services as described in Article IV – Scope of Work.

D. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of the month.

The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of the that month.

The Purchaser and Contractor will determine the format of these reports.

The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and/or modification at the Purchaser’s discretion.

E. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor’s performance of its duties expressed in this contract. Periodic evaluation may include but is not limited to activities including file inspection, deliverables review and the timeliness and quality of product evaluation, feedback data and related reports.

The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, any sub-vendors or other employees. The Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract and thus triggering the Purchaser’s right to termination, cancellation, rescission, modification, remuneration and/or repayment.

VI. Availability of Funds

In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed **\$50,000.00**.

All financial obligations of the Purchaser under this contract are subject to federal and State of Ohio funding levels consistent with the fiscal and/or program year and availability of funds.

VII.Allowable Costs

The Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII.Billing, Payment and Costs

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10th) day of the following month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor process the payment. Only service coordination provided in-person or via telephone or other electronic means (Skype, Zoom, Microsoft Teams, etc.) shall be reimbursable.

The Contractor will provide the following on each invoice:

1. Contractor’s name as it appears on this contract and purchase order; and
2. A mailing address and, if applicable, a remittance address; and
3. An invoice number; and
4. Date of invoice; and
5. Subtotals of units and cost of service provided to each child/family and grand total of all units and costs. Units are billed in quarter hour increments detailed per child/family at the rate listed below; and
6. The name of the child/family receiving service coordination and a summary of services provided including method of service delivery (in-person, phone, virtual, etc.).

Reasons for denial of payment include but are not limited to failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

Activity	Unit Cost
1 Hour Service Coordination	\$52.42

IX. Purchasing or Leasing of Fixed Assets (Equipment)

For the purposes of this contract, a fixed asset is defined as any item having a useful life that exceeds one (1) year, regardless of cost. Fixed assets purchased with these funds are property of the Purchaser and shall only be used in the program or project for which they were acquired. No purchase of vehicles is permitted under the terms of this contract. Procurement of fixed assets must follow federal, State of Ohio, and local policies. When the program ends, funding expires, or the Contractor no longer needs the fixed asset, the Purchaser shall provide guidance regarding its disposition. All fixed assets are to be reported to the Purchaser within thirty (30) days of purchase and registered on the Purchaser’s inventory/fixed asset management system.

Inventory: Fixed assets purchased under this agreement shall become the property of the Purchaser. Newly acquired inventory shall be reported to the Purchaser within thirty (30) days of the purchase. These assets shall be issued the Purchaser’s inventory tags. It will be the Contractor’s responsibility to affix the tags and maintain the asset.

Usage: The Contractor covenants to maintain the asset(s) referenced above, whether purchased or leased, in good condition and repair and agrees not to commit or suffer any waste to the property and will comply with all statutes, ordinances, and regulations effecting said property or any part thereof and all covenants, restrictions, and agreements of which apply to the property or any part thereof.

X. Duplicate Billing

The Contractor warrants that claims made to the Purchaser for payment shall be for performance of actual services rendered and shall not duplicate claims made by the Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit the use of multiple sources of funds, public or private, to serve participants if each service is not paid for more than once.

XI. Audit Responsibility and Repayment

The Contractor is responsible for receiving, replying to and complying with any audit exception be federal, State of Ohio or local audit directly related to the performance of this contract. Audits may be conducted using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified, it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under the terms of this contract if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be reissued.

The Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XII.Warranty

The Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII.Insurance

The Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry such insurance during its entire performance of this contract and keep in full effect worker’s compensation insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, always, throughout the term of this contract and at the Contractor’s expense, a policy of professional liability or commercial general liability insurance, as applicable, with an insurance company licensed in the State of Ohio.

XIV.Notice

Notice as required under this contract shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that is a formal notice related to this contract.

XV.Available and Retention of Records

In addition to the responsibilities delineated in other articles, the Contractor is specifically required to retain and make available to the Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by the Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States government for at least seven (7) years after payment under this agreement. If an audit is initiated during this time-period, the Contractor shall retain such records until the audit is concluded and all issues resolved.

XVI.Confidentiality

The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its consumers concerning the confidentiality of its consumers. The Contractor understands that any access to the identities of such consumers shall be only provided as is necessary for the purpose of performing its responsibilities under this contract. The Contractor understands that the use or disclosure of information concerning the Purchaser’s consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII.Conflict of Interest and Disclosure

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser if this other work does not interfere with the Contractor’s performance of services under this contract. The Contractor warrants that at the time of executing this contract, it has no interest in, and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser’s officers, Board of Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has not knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of the Purchaser will gain financially or receive personal favors because of the signing or implementation of this contract.

The Contractor will report the discover of any potential conflict of interest to the Purchaser. Should a conflict of interest be discovered during the term of this contract, the Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment or modifications.

The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee’s business or any business relationship or financial interest that a county employee has with the Contractor or in its business.

XVIII.Compliance

The Contractor certifies that all who performs services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OBM circulars, Ohio laws and regulations, including Ohio Administrative Code (OAC) rules and provisions.

The Contractor accepts full responsibility for payment of all unemployment compensation premiums, all income tax deductions, pension deductions and all other taxes or payroll deductions required for the performance of the work required hereunder by the Contractor’s employees, if applicable.

The Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX.Relationship

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between the Contractor and Purchaser. The Contractor will, always, have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on the Purchaser or the Belmont County Board of Commissioners.

XX.Assignments

The Contractor shall not assign this contract without express prior and written approval of the Purchaser.

XXI.Subcontracts

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express prior and written approval of the Purchaser. In the event the Purchaser approves a subcontract of all, or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder including delivering services, reporting performance and assisting with evaluation and monitoring as described in this contract. The Contractor is solely responsible for making payments to all subcontractors or media companies for any services they provide hereunder. Any subcontractors are subject to all the terms, conditions and covenants in this contract.

XXII.Integration, Modification and Amendment

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This contract supersedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.
By mutual consent and with the approval of the Belmont County Board of Commissioners, this contract may be modified to expand or reduce the scope of work regarding Service Coordination as permitted by state and federal laws and regulations and local policies.

XXIII.Termination

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of termination. Any funds paid under this contract for services performed after the date of termination shall be repaid in accordance with Article IX of this contract.

XXIV.Breach of Contract

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party’s rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party’s discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV.Waiver

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of all provisions or conditions of this contract, nor a waiver of a subsequent breach of the same provision or conditions

XXVI.Indemnification

The Contractor agrees to protect, defend, indemnify and hold free and harmless the Purchaser, its officers, employees and agents and the Belmont County Board of County Commissioners against any and all losses, penalties, damages, settlements, costs or liabilities of every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor, its officers, agents, employees and independent contractors.
The Contractor shall pay all damages, costs and expenses of the Purchaser, its officers, agents and employees and the Belmont County Board of County Commissioners in connection with any omission or negligent action.

XXVII.Governing Law and Forum

This contract and any modifications and amendments thereto shall be governed by and construed under the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII.Severability

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX.Non-Discrimination

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and Ohio Civil Rights and Non-Discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor Regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.
During the performance of this contract, the Contractor will not discriminate against any employee, contract worker or applicant for employment based on race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or pace of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employee and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.
The Contractor, or any person claiming through the Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract or in reference to any contractors or subcontractors of the Contractor.

XXX.Child Support Enforcement

The Contractor agrees to cooperate with the Purchaser, Ohio Department of Job and Family Services and any other child support enforcement agency in ensuring that the Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, the Contractor certifies that present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI.Public Assistance Work Program Customers

In compliance with the Ohio Revised Code, the Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. The Contractor agrees to including this provision in any contract, subcontract, grant or

procedure with any other party that will be providing services, directly or indirectly, to the Purchaser’s Ohio Works First customers.

XXXII.Drug-Free Workplace

The Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII.Copeland “Anti-Kickback” Act

The Contractor will comply with 18 USC 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV.Davis-Bacon Act

The Contractor will comply with 40 USC 276a to 276a-7 as supplement by the Department of Labor regulations 29 CFR Part 5.

XXXV.Contract Work Hours and Safety Standards Act

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 USC 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI.Public Records

This contract is a matter of public record under the laws of the State of Ohio. The Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII.Clean Air Act

The Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h), Section 508 of the Clean Air Act (33 USC 1368), Executive Order 11738 and the Environmental Protection Agency regulations (40 CFR Part 15).

XXXVIII.Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX.Copyrights and Rights in Data

The Contractor shall comply with all applicable standards, orders or requirements issued under Title 17 USC (Pub. L. 94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133).

XL.Patent Rights

The Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35 USC (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies dated February 18, 1983, and Executive Order 12591.

XLI.Procurement

The Contractor shall follow required procurement policies and laws as applicable and advised by the Purchaser.

Signatures:

Jeffery Felton /s/

Jeffery L. Felton, Director
Belmont County Department of Job and Family Services
6814 Hammond Road
St. Clairsville OH 43950

Gloria Llewellyn /s/

Gloria Llewellyn, Superintendent
BHN Alliance
Belmont-Harrison-Noble County Boards of Developmental Disabilities
68421 Hammond Road
St. Clairsville OH 43950

J. P. Dutton /s/

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

Jerry Echemann /s/

Jerry Echemann, Commissioner
Belmont County Board of Commissioners

Vince Gianangeli /s/

Vince Gianangeli, Commissioner
Belmont County Board of Commissioners

Approved as to Form:

Jacob Manning /s/

Jacob Manning, Assistant Prosecutor
Belmont County Prosecutor’s Office

Upon roll call the vote was as follows:

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

6/19/2025

Date

7/14/2025

Date

7/16/25

Date

7/16/25

Date

7/16/25

Date

6/18/2025

Date

IN THE MATTER OF APPROVING THE MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS (OHIO) WITH BELMONT SAVINGS BANK

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the Memorandum of Agreement for Deposit of Public Funds (Ohio) with Belmont Savings Bank, for the deposit of interim, inactive and active funds in an amount not to exceed \$20,250,000, for the period of July 1, 2025, and ending June 30, 2029.

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 9 (THROUGH 6/30/2025) FROM BORDER PATROL, LLC/EASTSIDE LIFT STATION PROJECT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Request Number 9 (through 6/30/2025) from Border Patrol, LLC, in the amount of \$76,789.65, for the Eastside Lift Station Project, based upon the recommendation of Belmont County 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 RIGHT-OF-WAY EASEMENT
AGREEMENT BETWEEN THE BELMONT COUNTY COMMISSIONERS
AND BELMONT COUNTY WATER AND SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Right-Of-Way Easement agreement between the Belmont County Commissioners and Belmont County Water and Sewer District in the amount of \$1.00, for the right to erect, construct, install and lay and thereafter use and maintain per specifications a water line over, across and through the property located in Pultney Township, Section 13,T-6, R-3.

Right-of-Way-Easement

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration
paid to: Board of County Commissioners hereinafter referred to as
Property Owner

GRANTOR(s) by Belmont County Water and Sewer District hereinafter referred to as GRANTEE,
Property Owner

the receipt of which is hereby acknowledged, the GRANTOR(s) do/does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, enlarge, or remove, as per GRANTEE specifications, a water line over, across and through the land of the GRANTOR(s) situated in Belmont County, State of Ohio, said land being described as follows:

Parcel ID Number: 26-03723.000; located in Pultney Township, Section: 13, Township 6 Range: 3,
Deed Recorded in: Volume(s): 463, Page(s): 435

The same being a permanent easement Fifteen (15) feet in width, with the right of ingress and egress over the adjacent land of the GRANTOR(s), their successors and assigns, for the purpose of this easement.

The consideration hereinabove, plus restoration to land and/or landscape as a result of construction, shall constitute payment in full for any damages to the land of the GRANTOR(s), their successors and assigns, by reason of the installation, operation and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR(s), its successors and assigns.

The grant and other provisions of the easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESSWHERE OF, THE GRANTOR(s) has executed this instrument this

16th day of JULY, 2025

Grantor(s):

X [Signature]
X [Signature] X [Signature]

STATE OF OHIO

SS

COUNTY OF BELMONT

Before me, a Notary Public in and for said County, personally appeared the above named BELMONT COUNTY COMMISSIONERS who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at

ST. CLAIRSVILLE Ohio, this 16th day of JULY, 2025

[Signature]

Notary Public

This instrument prepared by:

Belmont County Water and Sewer District



BONNIE ZUZAK
Notary Public, State of Ohio
Commission Expires
February 18, 2026

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 WITH OHIO GATHERING COMPANY/ENGINEER'S

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a Roadway Use Maintenance Agreement with Ohio Gathering Company, effective July 16, 2025, for the use of 2.59 miles of CR-114 (Fairview Road) for drilling activity.
Note: County-wide bond #K15756457 for \$1 million 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 Ohio Gathering Company, L.L.C. , whose address is Industrial Park Road, Cadiz, Ohio 43907 (Hereafter “Operator”), and shall be as follows:

RECITALS

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

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

WHEREAS, Operator intends to commence use o f 2.59 miles of CR-114 (Fairview Road) , for the purpose of ingress to and egress from the [Shannon]] for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [Shannon] (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 preDrilling 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 114 (Fairview Rd.), to be utilized by Operator hereunder, is that exclusive portion beginning at the Intersection of TR-162 (Lowe Rd.) ending at the access Rd.

It is understood and agreed that the Operator shall not utilize any of the remainder of CR 114 (Fairview Rd.) for any of its Drilling Activities hereunder.

2. The portion of CR , to be utilized by Operator hereunder, is that exclusive portion beginning at Intersection of ending at .

It is understood and agreed that the Operator shall not utilize any of the remainder of CR 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 1,036,000 & 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 July 16, 2025.
Executed in duplicate on the dates set forth below.

Authority
By: J. P. Dutton /s/
J. P. Dutton
Belmont County Commissioner
By: Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner
By: Vince Gianangeli /s/
Vince Gianangeli
Belmont County Commissioner
By: Terry Lively /s/
Terry D. Lively, P.S. P.E.
Belmont County Engineer
Dated: 7-16-25
Jacob Manning /s/
Approved as to Form
Jacob Manning
Belmont County Assistant Prosecutor
Upon roll call the vote was as follows:

Operator
By: Ryan Alderson /s/

Printed name: Ryan Alderson

Company Name: MPLX/OGC

Title: Permit Supervisor

Dated: 4/28/2025

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH GRENADIER ENERGY III/ENGINEER’S

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a **Roadway Use Maintenance Agreement** with Grenadier Energy III, LLC, effective July 16, 2025, for the use of .005 miles of TR-144 (Willis Smith Road)-Bridge BEL-T0177-00.840 for drilling activity.
Note: Bond #SU7119359-0000 for \$200,000 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
Grenadier Energy III, LLC
Operator Name, whose address is,
24 Waterway Avenue, Suite 875, The Woodlands, TX 77380

Operator Address

(Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within (**CHECK ALL THAT APPLY**)

<u>Colerain Township</u>	<u>Flushing Township</u>	<u>Goshen Township</u>
<u>Kirkwood Township</u>	<u>Mead Township</u>	<u>Pease Township</u>
<u>Pultney Township</u>	<u>Richland Township</u>	<u>Smith Township</u>
<u>Somerset Township</u>	<u>Union Township</u>	<u>X</u> <u>Warren Township</u>
<u>Washington Township</u>	<u>Wayne Township</u>	<u>Wheeling Township</u>
<u>York Township</u>		

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 [D L Mayberry Pad], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [D L Mayberry Pad] (hereafter collectively referred to as “oil and gas development site”) located in Belmont County, Ohio; and
WHEREAS, Operator intends to commence use of [.005]miles of [TR 177 (Willis Smith Rd) – Bridge #BEL_T0177_00.840] for the purpose of ingress to and egress from the [D L Mayberry Pad for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [D L Mayberry Pad] (hereinafter referred to collectively as “Drilling Activity”); and
WHEREAS, the 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 [TR 177 (Willis Smith Rd) – Bridge #BEL_T0177_00.840]], to be utilized by Operator hereunder, is that exclusive portion beginning at [40.020345 N, 81.157111 W]. It is understood and agreed that the Operator shall not utilize any of the remainder of [TR 177 (Willis Smith Rd) – Bridge #BEL_T0177_00.840]] for any of its Drilling Activities hereunder.
2. The portion of [TR 177 (Willis Smith Rd) – Bridge #BEL_T0177_00.840] to be utilized by Operator hereunder, is that exclusive portion ending at [40.020175 N, 81.156951 W] wherein Operator’s site is to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of [TR 177 (Willis Smith Rd) – Bridge #BEL_T0177_00.840]], for any of its Drilling Activities hereunder, **except for that which is covered by Operator’s RUMA with Warren Township.**
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 needed 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 **[200,000]** & 00/100 DOLLARS **[DOLLARS]**. 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 the 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). The 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 July 16, 2025.

Effective Date Determined by Belmont County Commissioners

Executed in duplicate on the dates set forth below for **[D L Mayberry Pad]**.

Authority
By: J. P. Dutton /s/
J. P. Dutton
Belmont County Commissioner
By: Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner
By: Vince Gianangeli /s/
Vince Gianangeli
Belmont County Commissioner

By: Terry Lively /s/
Terry D. Lively, P.S. P.E.
Belmont County Engineer
Dated: 7-16-25
Jacob Manning /s/
Approved as to Form
Jacob Manning
Belmont County Assistant Prosecutor
Upon roll call the vote was as follows:

Operator
By: Kyle Noyes /s/

Printed name: Kyle Noyes

Company Name: Grenadier Energy III, LLC

Title: President & COO

Dated: 7/5/25

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

IN THE MATTER OF DEDICATION PLAT]
FOR REHM’S TRAIL (PRIVATE)]
RICHLAND TOWNSHIP, SEC. 34, T-6, R-3]

[Belmont Co. Commissioners
[Courthouse
[St. Clairsville, Ohio 43950
[Date July 16, 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the dedication plat for Rhem’s Trail (Private), Richland Township, Section 34, T-6, R-3 pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
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To: Matthew Berher, F.O., Richland Township Trustees, PO Box 16 St. Clairsville, OH 43950.
You are hereby notified that the 30th day of July, 2025, at 10:30 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.
By order of the Belmont County Commissioners.

Bonnie Zuzak /s/
Clerk of the Board

• Mail by certified return receipt requested
cc: Richland Township Trustees
Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO THE OHIO PUBLIC WORKS (OPWC) PROJECT GRANT/LOAN AGREEMENT FOR THE BEL-4-VAR (HAWTHORN HILL) LANDSLIDE REMEDIATION

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commissioner J. P. Dutton to sign and enter into the Ohio Public Works (OPWC) Project Grant/Loan Agreement for the **BEL-4-VAR** (Hawthorn Hill) Landslide Remediation in the not to exceed amount of \$400,000.00, based upon the recommendation of Terry Lively, County Engineer.
Note: Total project cost: \$938,850.00. Loan amount is \$294,749.00, Local share is \$244,101.00 and will be paid by the MVGT.
Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, asked for comments on the passing of Jack Cera. Mr. Dutton said it’s a big loss for Belmont County. He had several years of public service and had a lot of effect on Belmont County.

Jack Regis Jr and Christine Parker, Belmont County Dept. of Job & Family Services
Re: School Clothes for Kids Program

Mr. Regis announced they will be doing the School Clothes for Kids Program again this year. He believes it is the 13th year for the program. Over \$ 3½ million has been invested in the program. TANF funds will be available to serve children whose families are at or below 141% of the poverty level. He noted the program is contingent on federal funding. Mr. Regis said several other counties in the state uses Belmont County’s model. Mr. Dutton said this program is a partnership between state, federal and local. He added the income guidelines are set by the Federal Government. Mr. Regis said Community Action Commission, Lafferty Moose Lodge and Belmont Savings Bank has helped in the past with families that are a little over the limit.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:34 A.M

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Hannah Warrington, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and discipline of public employees.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:20 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:20 p.m.
Upon roll call the vote was as follows:

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

Mr. Dutton said there are three motions to be considered as a result of executive session.

IN THE MATTER OF ACCEPTING THE RESIGNATION OF PAIGE RISDON, PART-TIME KENNEL STAFF

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the resignation of Paige Risdon, part-time kennel staff at the Belmont County Animal Shelter, effective July 15, 2025.
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING A FIVE-DAY SUSPENSION FOR KRISTY BELLVILLE, FULL-TIME DEPUTY CLERK AT BELMONT COUNTY EASTERN COURT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Kristy Bellville, full-time Deputy Clerk at Belmont County Eastern Divisional Courts to serve a five day working suspension, effective July 16-July 23.
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING UNPAID LEAVE LORI MATTHEWS/FULL-TIME LPN/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve unpaid leave for Lori Matthews, full-time LPN at the Belmont County Jail, effective July 9, 2025 until further notice.
Upon roll call the vote was as follows:

Mr. Dutton	Yes
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July 16, 2025

Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:21 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:21 p.m.
Upon roll call the vote was as follows:

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

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