

St. Clairsville, Ohio

October 22, 2025

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

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. Gianangeli 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 her warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$756,328.83

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0257-A015-A15.074 Transfers Out	\$51,945.31
E-0054-A006-F01.002 Salaries	E-0054-A006-F03.000 Utilities	\$4,000.00

B00 DOG & KENNEL FUND

FROM	TO	AMOUNT
E-1600-B000-B07.000 Veterinary Services	E-1600-B000-B02.002 Salaries	\$17,000.00

S30 OAKVIEW JUV REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$50,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance	\$2,000.00

S70 BELMONT CO SENIOR PROGRAMS

FROM	TO	AMOUNT
E-5005-S070-S016.000 Food	E-5005-S070-S05.011 Contract Services	\$20,000.00

W82 D.R.E.T.A.C.-TREASURER

FROM	TO	AMOUNT
E-1410-W082-T04.000 Other Expenses	E-1410-W082-T003.000 Travel	\$1,000.00
E-1410-W082-T04.000 Other Expenses	E-1410-W082-T001.002 Salaries	\$4,000.00

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.000 HSA Fund	\$263.51

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND B00 DOG & KENNEL FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1600-B000-B11.574 Transfers In	\$28,000.00

A00 GENERAL FUND AND S17 CHILDREN SERVICES

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-2765-S017-S15.574 Transfers In	\$23,945.31

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the 2025, meeting:

A00 GENERAL FUND

E-0181-A003-A11.000	Other Expenses	\$4,300.00
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B00 DOG & KENNEL FUND

E-1600-B000-B02.002	Salaries	\$28,000.00
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L01 SOIL CONSERVATION ACCOUNTS

E-1810-L001-L01.002	Salaries	\$12,000.00
E-1810-L001-L06.000	Rental	\$1,300.00
E-1810-L001-L11.003	PERS	\$5,965.00
E-1810-L001-L14.000	Other Expenses	\$5,000.00

S12 BELMONT COUNTY PORT AUTHORITY

E-9799-S012-S20.000	Property Sales/Purchases	\$398,095.00
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S30 OAKVIEW JUV REHABILITATION

E-8010-S030-S40.000	Grant Holding Account	\$471,543.11
E-8010-S030-S54.000	Food	\$4,380.49

S32 OAKVIEW JUV-ACTIVITY FUND

E-8012-S032-S00.000	Activity Fund	\$1,350.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/
HOLDING ACCOUNT CHARGEBACKS FOR SEPTEMBER 2025**

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of September 2025.

General fund			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	4,852.37
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	504.00
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,047.20
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	4,274.40
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	7,226.63
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	0.00
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	7,080.71
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	5,264.85
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,079.90
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	9,090.76
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	12,646.56
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,431.51
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
BEHAVORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	702.46
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	2,447.00
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	807.70
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	2,286.82
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,677.28
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,754.41
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500	10,091.48
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,800.36
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	30,874.17
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,370.40
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,289.10
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	5,507.18
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	6,406.26
BD OF ELECT/EMPL Y	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,540.88
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	0.00
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	17.50
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	306.14
			133,494.49
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	3,437.22
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,051.74
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	0.00
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	618.98
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	288.53
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	611.59
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	302.93
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	770.99
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	170.38

Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	390.62
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	458.64
COVID-19 Enhanced Operation	E-2239-F091-F01.002	R-9895-Y095-Y01.500	0.00
Adolescent Health Resiliency	E-2241-F093-F08.000	R-9895-Y095-Y01.500	444.05
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,500.26
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	92.80
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	10.50
Body Art	E-2243-F095-F07.002	R-9895-Y095-Y01.500	0.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	55,803.86
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	5,912.54
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,193.18
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,676.21
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,921.33
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	6,122.42
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,971.20
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	515.20
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	2,266.85
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	0.00
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	622.49
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,581.12
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	333.85
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	22,089.38
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	6,194.45
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,723.08
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	18,635.46
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	11,482.41
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	4,551.10
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	3,036.46
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,152.30
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	49,308.78
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	26,666.72
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	525.54
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	468.46
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,811.20
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	623.62
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	745.26
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	716.40
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,142.47
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	282.70
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	927.82
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	1,713.60
			397,377.34

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS
FOR HSA CHARGEBACKS/AUGUST 2025

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to make the following transfer of funds for HSA Chargebacks for August 2025.

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H01.002	JOB AND FAMILY	R-9891-Y091-Y12.500	70.89
E-2812-K000-K20.006	ENGINEER	R-9891-Y091-Y12.500	192.62
E-3702-P005-P31.000	WWS#3	R-9891-Y091-Y12.500	334.4
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	263.51
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	70.89
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	192.62
TOTALS			1,124.93

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS
FOR HSA CHARGEBACKS/SEPTEMBER 2025

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to make the following transfer of funds for HSA Chargebacks for September 2025.

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H01.002	JOB AND FAMILY	R-9891-Y091-Y12.500	70.89
E-2812-K000-K20.006	ENGINEER	R-9891-Y091-Y12.500	192.62
E-3702-P005-P31.000	WWS#3	R-9891-Y091-Y12.500	334.4
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	263.51
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	70.89
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	192.62
TOTALS			1,124.93

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Dutton, seconded by Mr. Gianangeli granting permission for county employees to travel as follows:
COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-Amy Tonkovich and Michelle Lindsey to Dublin, OH, on October 26-27, 2025, to attend the 2025 Probate Court Clerks Seminar. Dave Carter to Cambridge, OH, on October 28, 2025 to attend the Eastern Prevention Council meeting. Noah Atkinson to Columbus, OH, on November 7, 2025, to attend the DYS Quarterly RECLAIM meeting. **DJFS**-Stacie Brown to New Concord, OH, on October 17, 2025, for a youth visit. A county car will be used for travel. Estimated expenses: \$50.00. Stacie Brown to Columbus, OH, on October 28, 2025, to attend Trauma Timeline Training. Estimated expenses: \$211.00. **SSOBC**-Bellaire Senior Center employees to Amish Country on November 6, 2025, for a senior outing. Bethesda and Flushing Senior Center employees to New Philadelphia, OH, on November 6, 2025 for a senior outing. Centerville and Bellaire Senior Center employees to Cambridge, OH, on November 14, 2025, for a senior outing. Colerain Senior Center employees to Cambridge, OH, on November 6, 2025, for a senior outing. Lansing Senior Center employees to Wheeling, WV, on November 13, 2025, for a senior outing. Martins Ferry Senior Center employees to Wheeling, WV, on November 13, 2025, for a senior outing. St. Clairsville Senior Center employees to Wheeling, WV, on November 25, 2025, for a senior outing. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Gianangeli	Yes

Mr. Echemann Absent

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

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve the minutes of the Belmont County Board of Commissioners regular meeting of October 15, 2025.
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING TO ACCEPT THE SICK TIME OF ZOIE ZIELINSKI, FULL-TIME DEPUTY CLERK AT EASTERN DIVISION COURT FROM TIME ACCUMULATED AS A SUMMER INTERN AT WESTERN DIVISION COURT

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to accept the sick time of Zoie Zielinski, full-time Deputy Clerk at Eastern Division Court from time accumulated as a summer intern at Western Division Court.
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT TO THE BELMONT COUNTY PLANNING COMMISSION

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to appoint Mr. Paul Hamilton to The Belmont County Planning Commission, effective immediately to August 10, 2028.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ASSIGNING AUTHORITY TO BCDJFS DIRECTOR JEFF FELTON TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR WORKFORCE AREA 16 FISCAL CONSULTANT SERVICES

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to assign authority to the Belmont County Department of Job and Family Services Director Jeff Felton to advertise for Request for Proposals for Workforce Area 16 Fiscal Consultant Services.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION TO RENEW WITH CEBCO-ANTHEM BLUE CROSS BLUE SHIELD

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to adopt the resolution to renew with the County Employee Benefits Consortium of Ohio (CEBCO) - Anthem Blue Cross Blue Shield for Belmont County Employees, effective January 1, 2026 to December 31, 2026 as follows:

- Health and Prescription Insurance Carrier
- Delta Dental
- VSP Vision

Belmont County Employees Employee Benefits- Renewal Resolution
October 22, 2025

Motion made by Commissioner Dutton, seconded by Commissioner Gianangeli to adopt the following resolution:
Be it resolved, that the Belmont County Commission has made the following decisions pertaining to the 01/01/2026 insurance renewals of their employee benefits package:

- 1) The Belmont County Commission has decided to keep their current plan design at \$1,000 deductible with CEBCO- Anthem BCBS as the health insurance and Carelton Pharmacy as their prescription insurance carrier for Belmont County Employees. The HDHP plan will stay the same to align with IRS requirements to remain H.S.A. qualified at \$3,500/\$7,000.
The premiums will be as follows:
PPO Plan “A”: Single \$942.86 | Family \$2,485.36
HDHP Plan “B”: Single: \$894.56 | Family \$2,350.24
- 2) The Belmont County Commission has decided the Health Savings Account contribution will remain the difference between the PPO and HDHP premiums charged to the county.
The monthly HSA contribution will be as follows:
Single \$72.46 | Family \$191.01
- 3) The Belmont County Commission has decided to renew with the current dental plan with Delta Dental.
The premiums will be as follows:
Single \$19.52 | Family \$53.29
- 4) The Belmont County Commission has decided to renew with the current vision plan with VSP.
The premiums will remain as follows:
Single \$7.59 | Family \$14.76
- 5) The Belmont County Commission has decided to continue the \$50/month spousal surcharge for spouses remaining on the plan when coverage is available at their place of employment.
- 6) The Belmont County Commission has decided to continue the Flexible Spending Account. The 2026 annual maximum contribution limit the employee can contribute is \$3,400.

Signed by the Commissioners on	<u>October 22, 2025</u>
J. P. Dutton, President	<u>J. P. Dutton /s/</u>
Jerry Echemann, Vice-President	
Vince Gianangeli, Commissioner	<u>Vince Gianangeli /s/</u>

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE TRANSFER OF A 2022 GMC TERRAIN SL FROM THE BELMONT COUNTY ADULT PROBATION DEPARTMENT TO

BELMONT COUNTY COURT OF COMMON PLEASE JUVENILE PROBATION

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to authorize the transfer of a 2022 GMC Terrain SL from the Belmont County Adult Probation Department to Belmont County Court of Common Pleas Juvenile Probation.

Note: This vehicle is no longer in use by Adult Probation and will replace one of the older vehicles in Juvenile Probation’s fleet.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH GULFPORT APPALACHIA, LLC

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to enter into a **Roadway Use Maintenance Agreement** with Gulfport Appalachia, LLC, effective October 22, 2025, for drilling activity at 2 miles of CR 72 (Mt. Hope Road) at the Young Pad.

Note: Bond No. SBP150147-017 for \$800,000 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 Gulfport Appalachia, LLC, whose address is 713 Market Drive, Oklahoma City, Oklahoma 73134 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Union 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 Young pad including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Young pad(hereafter collectively referred to as “oil and gas development site”) located in Union Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 2 miles of CR 72, Mt. Hope Road for the purpose of ingress to and egress from the Young pad for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Young pad (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 72, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with OH 149 and going east for 2 miles to the pad entrance. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 72 for any of its Drilling Activities hereunder.

2. ~~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 800.00 & 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 October 22, 2025.
- Executed in duplicate on the dates set forth below.

Authority
By: J. P. Dutton /s/
Commissioner
By: _____
Commissioner
By: Vince Gianangeli /s/
Commissioner
By: Terry Lively /s/
Terry Lively, County Engineer
Dated: 10-22-25
Approved as to Form:
County Prosecutor
Upon roll call the vote was as follows:

Operator
By: William Smith /s/
Printed name: William Smith
Company Name: Gulfport Appalachia, LLC
Title: Vice President of Drilling
Dated: _____

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH BLUE RACER MIDSTREAM, LLC

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to enter into a **Roadway Use Maintenance Agreement** with Blue Racer Midstream, LLC, effective October 22, 2025, for pipeline activity at 0.42 miles of CR 114 (Fairview Road) at the Ezekiel Well Connect.
Note: County-wide Bond No. 238281 for \$1,500,000 on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE 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 **Blue Racer Midstream, L.L.C.**
Operator Name, whose address is,
5949 Sherry Lane, Suite 1700, Dallas, Texas 75225
Operator Address

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

RECITALS

WHEREAS, Authority has control of the several county/township roads within

_____ Colerain Township	_____ Flushing Township	_____ Goshen Township
_____ Kirkwood Township	_____ Mead Township	_____ Pease Township
_____ Pultney Township	_____ Richland Township	_____ Smith Township
_____ Somerset Township	_____ Union Township	_____ <u>X</u> Warren Township
_____ Washington Township	_____ Wayne Township	_____ Wheeling Township
_____ York 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 **EZEKIEL WELL CONNECT**, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the **EZEKIEL WELL CONNECT** (hereafter collectively referred to as “oil and gas development site”) located in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of **0.42 miles of CR-114 FAIRVIEW ROAD** for the purpose of ingress to and egress from the **EZEKIEL WELL CONNECT**, for traffic necessary for the purpose of constructing sites and pipeline horizontal oil and gas wells, and completion operations at the **EZEKIEL WELL CONNECT** (hereinafter referred to collectively as “Pipeline 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 Pipeline 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-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline 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 Pipeline Activity, prior to the start of Pipeline 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 ROAD**, to be utilized by Operator hereunder, is that exclusive portion beginning at **THE INTERSECTION WITH TR-162 LOWE ROAD**. It is understood and agreed that the Operator shall not utilize any of the remainder of **CR-114 FAIRVIEW ROAD** for any of its Pipeline Activities hereunder.

2. The portion of **CR-114 FAIRVIEW ROAD** to be utilized by Operator hereunder, is that exclusive portion ending at **THE INTERSECTION WITH TR-120 DOUGLAS ROAD** 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 **CR-114 FAIRVIEW ROAD**, for any of its Pipeline 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 Pipeline 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 Pipeline 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 Pipeline 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 Pipeline 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 Pipeline 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 Pipeline 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 Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be considered to be included in the County-wide Bond on file at the County, as described in Appendix A. 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 October 22, 2025.

Executed in duplicate on the dates set forth below for **EZEKIEL WELL CONNECT**.

<u>Authority</u>	<u>Operator</u>
By: <u>J. P. Dutton /s/</u> J. P. Dutton Belmont County Commissioner	By: <u>Scott Hrivnak/s/</u>
By: _____ Jerry Echemann Belmont County Commissioner	Printed name: <u>Scott Hrivnak</u>
By: <u>Vince Gianangeli /s/</u> Vince Gianangeli Belmont County Commissioner	Company Name: <u>Blue Racer Midstream, L.L.C.</u>
By: <u>Terry Lively /s/</u> Terry D. Lively, P.S., P.E. Belmont County Engineer	Title: <u>Engineer III – Permitting & Roads</u>
Dated: 10/22/25	Dated: 09-25-2025
By: <u>Terry L. Schultz, Jr. /s/</u>	
Approved as to Form: Terry L. Schultz Belmont County Assistant Prosecutor	
Upon roll call the vote was as follows:	
	Mr. Dutton Yes
	Mr. Gianangeli Yes
	Mr. Echemann Absent

IN THE MATTER OF APPROVING CHANGE ORDER NO. 4
FROM OHIO-WEST VIRGINIA EXCAVATING COMPANY
FOR THE BLAINE HILL SEWER PROJECT

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve Change Order No. 4 from Ohio-West Virginia Excavating Company for the Blaine Hill Sewer Project for a deduction of \$9,568.20 for a new contract total of \$1,227,830.98, based upon the recommendation of Kelly Porter, Belmont County Water and Sewer District Director.
Note: The change order is a deduction for final quantities.

CONTRACT CHANGE ORDER

RECIPIENT Belmont County Commission

CHANGE ORDER NBR 4

CONTRACTOR Ohio-West Virginia Excavating Co

CONTRACT

PROJECT: Blaine Hill Force Replacement

DATE 10/7/2025

Description of Change.

Final Adjusting Quantities

The time provided for completion in the contract for the above items is (increased/decreased) by calendar days

RECOMMENDED BY: [Signature] ENGINEER

DATE: 10-14-25

ACCEPTED BY: [Signature] (Contractor)

DATE: 10-17-25

APPROVED BY: [Signature] (Commissioner)

DATE: 10-22-25

[Signature] (Commissioner)

DATE: 10-22-25

Original Contract Amt

1,183,481 00

Previous Changes (+)

53,918 18

This Change (+ / --)

(9,568 20)

Adjusted Contract Amt

1,227,830 98

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE EXHIBITOR’S LICENSE AGREEMENT
BETWEEN OHIO VALLEY MALL AND THE BELMONT COUNTY SHERIFF’S DEPARTMENT

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve and sign the Exhibitor’s License Agreement between the Ohio Valley Mall Company and the Belmont County Sheriff’s Department, to commence on October 25, 2025.
Note: This is for a one day event to be held at the Ohio Valley Mall.

EXHIBITOR’S LICENSE AGREEMENT

This Exhibitor’s License Agreement (hereinafter “Agreement”) is made and entered into on the 1st day of October, 2025, by and between Ohio Valley Mall Company, an Ohio limited partnership, duly organized and existing under the laws of the State of Ohio, and having offices at 5577 Youngstown-Warren Road, Niles, Ohio 44446 (the “Grantor”) and the Belmont County Sheriff’s Office, duly organized and existing under the laws of the State of Ohio, and having offices at, 68137 Hammond Road, St. Clairsville, Ohio 43950 (the “Licensee”).

1. Grantor hereby licenses to Licensee certain space (the “Licensed Area”), located at a shopping center known as Ohio Valley Mall located in the Township of Richland, County of Belmont, State of Ohio (the “Shopping Center”). The Licensed Area is shown illustrated on Exhibit A of this Agreement, attached hereto and made a part hereof.

2. Licensee accepts the Licensed Area in “As Is” condition and shall construct and place, at its own expense, all temporary improvements appropriate or required by this Agreement or any applicable building code. The plans and specifications for the temporary improvements shall be in accordance with all applicable codes and shall be subject to the prior written approval of Grantor. Licensee shall not deviate from the approved plans and specifications for the temporary improvements of the Licensed Area, and Licensee shall not thereafter modify the temporary improvements without the prior written consent of Grantor. Actual placement and installation of the temporary improvements are subject to final approval by the Grantor and shall be completed during hours approved in advance by Grantor.

3. The term of this Agreement will commence on October 25, 2025, or the date Licensee first enters upon the Licensed Area, whichever first occurs, and expire on October 25, 2025, unless terminated earlier as herein set forth. In addition to any and all other rights afforded by this Agreement or applicable law, Grantor shall have the right to terminate this Agreement at any time, in its absolute discretion, by giving Licensee advance notice.

4. Grantor grants Licensee a license, as described and limited herein, to use the Licensed Area for the specific purpose of participating in the Halloween Costume Party & Fall Festival on the following dates: October 25, 2025 at Ohio Valley Mall.

5. Licensee shall pay all costs, expenses and obligations of every kind or nature whatsoever relating to the Licensed Area or any improvements thereon or to the tenancy therein created by this Agreement, which costs, expenses and obligations may arise or become due during the term of this Agreement.

6. Licensee warrants and represents that all exhibits and displays shall be free from any and all claims of trademark or copyright infringement by third parties, and that Licensee has been duly licensed by the owners or proprietors of any such trademark and copyright claims including, but not limited to, the American Society of Composers, Authors and Publishers (“ASCAP”) and Broadcast Music, Inc. (“BMI”), and that Licensee has no knowledge or notice of any trademark or copyright claims by any third parties to any such material. The indemnity provisions of Article 12 of this Agreement shall apply to claims made against Grantor by third parties claiming trademark or copyright infringement by Grantor or Licensee.

7. Intentionally Deleted.

8. Grantor shall have access to the Licensed Area at all reasonable times for the purpose of examining the same or to make any alterations or repairs to the Licensed Area that Grantor may deem, in its sole discretion, as necessary for safety or for the preservation of the Licensed Area.

9. Licensee acknowledges that there are and will be rules and regulations governing activities in the Shopping Center and recognizes and agrees by signing this Agreement that its rights are expressly conditioned upon Licensee’s accepting and observing the rules and regulations, as they may be amended and supplemented, including, but not limited to, the following:

A. Licensee may only set up exhibits and displays at times designated by Grantor. All exhibits and displays must be brought into the Shopping Center through the promotional doors and service bays or other entrances and areas so designated by Grantor. Licensee may not disassemble exhibits or displays before the Shopping Center closes for business. On the final day of the show, Licensee will remove all exhibits and displays after the Shopping Center closes for business, and any items remaining will be removed at Licensee’s sole cost and expense.

B. All signs and display materials must be professionally produced, and handwritten signs are not permitted. Licensee may not attach signs or displays to planters, trash receptacles, sign holders, storefronts, neutral piers, or any other fixtures. Notwithstanding anything herein to the contrary, Grantor may, in its sole discretion, remove any signs or displays.

C. Grantor will provide the appropriate type of tape with which Licensee will secure electrical cords, wires, and rubber cord runners. Licensee may not use duct tape or masking tape. If displaying or selling any objects or materials containing liquid substances, Licensee will protect the Shopping Center floor with visqueen material. If displays or exhibits have rubber tires, Licensee will place protective carpet tiles under each tire.

D. Licensee may only distribute brochures, pamphlets, samples, and other materials from within the Licensed Area because wandering solicitation by Licensee is prohibited.

E. Licensee must obtain Grantor’s prior approval to conduct any raffles, drawings, contests, or other special plans for Licensee’s use of the Licensed Area. Licensee may, after obtaining Grantor’s prior written approval, use audio or video equipment in the Licensed Area provided the volume levels are audible only in the Licensed Area. Licensee may not use flashing lights, sirens, bullhorns, helium tanks or helium balloons. Licensee may not distribute food or beverages without Grantor’s prior written approval.

F. Grantor may provide electricity to Licensee on a limited basis after Licensee has provided to Grantor a written request that outlines Licensee’s electricity needs. If Licensee requests additional interior lighting in the Licensed Area during the normal operating hours of the Shopping Center, Grantor will supply such at a rate of Thirty-five and 00/100 Dollars (\$35.00) per hour, plus an amount equal to fifteen percent (15%) for overhead and ten percent (10%) for profit. Licensee will provide and safely install and maintain its own extension cords.

G. Licensee will comply with all safety, fire, building, and health laws, regulations, and ordinances relating to Licensee’s displays, signs, and the installation and operation of equipment.

H. Licensee is responsible for insuring that its operations and affairs are conducted in a peaceful and civil manner, and in a manner which will not offend or disturb Shopping Center tenants, occupants, customers, or licensees. Licensee will take appropriate measures to eject from the Shopping Center those persons, within the Licensed Area, who are unable to comport with the standards of common decency and civilized behavior. If Licensee fails to take the appropriate measures in this regard, Grantor reserves the right to eject from the Shopping Center those persons, within the Licensed Area, whom Grantor has determined to have conducted themselves in a manner which is unacceptable in the circumstances.

I. Grantor may relocate or rearrange the Licensed Area at any time to assure that the appearance of the Shopping Center takes precedent over the appearance of any particular Licensed Area, or to assure that a better flow of Shopping Center traffic will result from any such relocation or rearrangement, or for any other reason within Grantor’s sole discretion.

J. Licensee shall handle and dispose of all trash, rubbish, refuse, garbage, and waste in accordance with the regulations established by Grantor, use and pay for the services of the designated trash hauler for the Shopping Center, and not permit the accumulation (unless in sealed metal containers), in, on or about, any part of the Shopping Center.

K. Licensee shall take no action which will interfere with the business of Grantor, its tenants or other occupants of the Shopping Center or with the rights and privileges of any customer or other person lawfully in and upon the Shopping Center, or cause an impairment or reduction of the goodwill of Grantor, its tenants or other occupants of the Shopping Center. Licensee shall not cause or permit any hazardous materials to be upon, about, a part of, or beneath the Licensed Area, the Shopping Center, or adjacent property. Licensee shall not use, occupy, suffer or permit any use of its Licensed Area which would (a) violate any law, ordinance or regulation, (b) constitute a nuisance, (c) constitute an extra-hazardous use, or (d) violate, suspend or void any policy or policies of insurance of either Grantor or any other tenant in the Shopping Center, or increase the cost of such insurance over and above its normal cost.

10. The Licensed Area and all personal property thereon is to be serviced, maintained, restored, and repaired by Licensee, at its own cost and expense, and kept in a condition acceptable to Grantor. In addition, Licensee will repair any damage to the Licensed Area and/or Shopping Center caused by any act or negligence of Licensee, its employees, agents, invitees, licensees, or contractors. Grantor is not responsible for any loss which results from theft, vandalism or other damage to or from the Licensed Area or any personal property located therein. Licensee, at its own expense, will clean the Licensed Area as often as circumstances may require and will maintain the Licensed Area and the area around it in a safe, neat, healthful, and clean condition.

11. Upon the date of mutual execution of this Agreement, Licensee, solely at its own cost and expense, shall obtain and thereafter continuously keep in force during the entire Agreement term all risk property damage insurance in the amount of \$1,000,000.00 to cover the cost of replacement of the Licensed Area and all improvements, fixtures, equipment, decorations, contents and personal property in the Licensed Area, without incurring the effects of co-insurance, and commercial general liability insurance covering Licensee’s occupation of the Licensed Area and appurtenances on an occurrence basis with minimum limits of liability in the amounts of \$2,000,000.00 per person for bodily injury, personal injury or death arising out of or from (i) an accident occurring in, on or about the Licensed Area; (ii) the sale of any good or services by Licensee or its agents; (iii) the consumption or existence on the Shopping Center premises of any product sold by Licensee or its agent; and (iv) any act or omission of Licensee, its employees, servants, agents, licensees or invitees. Such insurance shall name Grantor as an additional insured and shall provide for a waiver of any right of recovery by way of subrogation against Grantor in the event of any loss. Licensee shall deliver to Grantor, at least twenty (20) days prior to the commencement of this Agreement and time and time again during the term of this Agreement whenever such insurance must be renewed or otherwise expires prior to the expiration of this Agreement, either a duplicate original or certificate and true copy of the policy or policies procured by Licensee in compliance with this obligation, together with evidence of payment therefore, and including an endorsement which states that such insurance may not be canceled except upon ten (10) days’ prior written notice to Grantor.

12. Intentionally Deleted.

13. Upon the expiration or other termination of this Agreement, Licensee will deliver and surrender to Grantor possession of the Licensed Area in a condition as good as, if not better, than it was at the commencement of the term of this Agreement, ordinary wear and tear excepted. If Licensee shall remain in possession of all or any part of the Licensed Area after the expiration of the term of this Agreement, in addition to all rents and charges payable to Grantor by Licensee pursuant to this Agreement, Licensee will pay Grantor an additional amount equal to Five Hundred and 00/100 Dollars (\$500.00) per day, for each day that Licensee remains in possession of the Licensed Area after the expiration of the term of this Agreement.

14. Grantor and Licensee shall and do hereby waive trial by jury in any action, suit or proceeding related to, arising out of or in connection with the terms, conditions and covenants of this Agreement. In the event Grantor commences any summary proceedings for possession of the Licensed Area or any action for nonpayment of amounts due Grantor or breach by Licensee of any of its obligations pursuant to this Agreement, Licensee and Guarantor hereby waive and shall not interpose any defense of improper venue or lack of personal jurisdiction in any such proceeding or action. This Agreement is governed by and construed under the laws of the State of Ohio.

15. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by or against, the heirs, representatives, successors, and assigns of the parties hereto; provided, however, Licensee shall not be permitted to assign this Agreement or sublet all or any part of the Licensed Area without the prior written consent of Grantor, which may be withheld in the sole discretion of Grantor.

16. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

17. Licensee acknowledges and agrees that this Agreement and the rights herein granted to Licensee shall be subordinate to the rights granted to others by Grantor or obligations imposed upon Grantor pursuant to any written lease, mortgage, deed, or other operating agreement, whether recorded or not.

18. Grantor and Licensee acknowledge and understand that there have been prior negotiations and discussions between them regarding the terms of the Agreement, but that all prior negotiations and discussions are superseded by this Agreement. This Agreement shall have effect only when signed by Grantor and Licensee and shall not be modified or amended except in a written document signed by Grantor and Licensee.

IN WITNESS WHEREOF, the Grantor and Licensee have caused this Agreement to be signed upon the day and year first above written.

GRANTOR:
OHIO VALLEY MALL COMPANY

By: George Diab /s/

LICENSEE:
BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/

J. P. Dutton, President

Signed in the presence of:
(Eash as to both signatures)

Jerry Echemann, Vice President

Vince Gianangeli /s/

Vince Gianangeli, Belmont County Commissioner

Candi Noble-Greathouse /s/

(Witness)

Bonnie Zuzak /s/

(Witness)

Date: October 22, 2025

BELMONT COUNTY SHERIFF:

James Zusack /s/

James G. Zusack

APPROVED AS TO FORM:

T. J. Schultz, Jr. /s/

T.J. Schultz, Assistant Prosecutor

Belmont County, Ohio

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, asked for comments on the government shutdown. Mr. Dutton said they monitor the situation daily and Jeff Felton, Belmont County Department of Job and Family Services Director are keeping them updated.. He noted a lot of federal funds make their way into Belmont County.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:30 A.M.

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to enter executive session with Hannah Warrington, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

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

Scott Larkin, Facilities Director, was present until 10:56 a.m.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:58 A.M.

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to exit executive session at 10:58 a.m.

Upon roll call the vote was as follows:

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

Bid Opening-Engineer’s Project 25-12 Salt Storage Building

Terry Lively, County Engineer, said the salt storage building will be housed at Roscoe Garage. He is planning on purchasing two more.

IN THE MATTER OF BID OPENING FOR ENGINEER’S PROJECT 25-12 SALT STORAGE BARN

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Engineers Project 25-12 Salt Storage Barn they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Miller Builders, LLC 613 N. Corr Road Orrville, OH, 44667	X	\$214,780.00
Central Structures 5317 Sebring Warner Road Greenville, PA 45331	X	\$169,800.00
A & B Construction, LTD 30810 200 Street Harper, IN 52231	X	\$155,109.00
Jarvis, Downing & Emch 200 GCP Road Wheeling, WV 26003	X	\$298,700.00
Howerton Engineering 1712 11 th Street Portsmouth, OH 45662		No Bid

Engineers Estimate: \$200,000.00
Present: Belmont County Engineer Terry Lively
Motion made by Mr. Dutton, seconded by Mr. Gianangeli to turn over all bids received for the Belmont County Engineer’s **Project 25-12 Salt Storage Building** to Belmont County Engineer Terry Lively for review and recommendation.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:24 A.M.

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

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:41 A.M.

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to exit executive session at 11:41 a.m.
Upon roll call the vote was as follows:

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

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

IN THE MATTER OF APPROVING THE PROMOTION OF ZACHARY TAYLOR, FULL-TIME NUTRITION DRIVER TO FULL-TIME CONSUMER SERVICE REPRESENTATIVE/SSOBC

Motion made by Mr. Dutton, seconded by Mr., Gianangeli to approve the promotion of Zachary Taylor, full-time Nutrition Driver to full-time Consumer Service Representative at Senior Services of Belmont County, effective October 16, 2025.
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING UNPAID LEAVE FOR KYLIE ENSELL, FULL-TIME HOUSEKEEPING/MAINTENCE FOR BELMONT COUNTY BUILDING AND GROUNDS

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to approve unpaid leave for Kylie Ensell, full-time Housekeeping/ Maintenance for Belmont County Building and Grounds, effective October 27, 2025.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:42 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to adjourn the meeting at 11:42 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 29th day of October, 2025.

J. P. Dutton /s/_____

Vince Gianangeli /s/_____ COUNTY COMMISSIONERS

Commissioner Jerry Echemann – Absent

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