

St. Clairsville, Ohio

November 25, 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 her warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$2,697,236.86

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0056-A006-E05.000 Contract Repairs	E-0056-A006-E04.011 Contract Services	\$22,807.40
E-0056-A006-E05.000 Contract Repairs	E-0056-A006-E08.003 PERS	\$10,000.00
E-0056-A006-E05.000 Contract Repairs	E-0056-A006-E01.002 Salaries	\$90,000.00

S30 OAKVIEW JUB REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S63.000 General & Others	E-8010-S030-S40.000 Grant Holding	\$3,537.38
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S59.000 Fuel & Utilities	\$22,760.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S68.006 Hospitalization	\$11,427.95
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance	\$10,964.50
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.005 Medicare	\$252.18
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S66.003 PERS	\$2,434.83
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S67.004 Workers' Comp	\$21,062.85
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$17,391.64

W97 TERMINATION BENEFITS

FROM	TO	AMOUNT
E-1497-W097-W05.002 Salaries	E-1497-W097-W11.074 Transfers Out	\$10,000.00

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:

K00 MOTOR VEHICLE AND GASOLINE TAX AND O39 BOND RETIR-ENGINEERS

FROM	TO	AMOUNT
E-2812-K000-K16.013 Contracts-Projects	R-9218-O039-O05.574 Transfers In	\$350.00

W97 TERMINATION BENEFITS AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1497-W097-W11.074 Transfers Out	R-0040-A000-A47.574 Transfers In	\$10,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the

Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of October 2025.

General fund			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	4,852.25
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	7,691.66
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	6,367.21
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	5,531.74
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,107.12

COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	9,292.81
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	12,433.07
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,417.45
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	2,294.80
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	2,338.49
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,382.91
PROSECUTING ATTNYS	E-0111-A001-E09.003	R-9895-Y095-Y01.500	10,999.87
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	31,740.61
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,493.60
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,457.10
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	5,453.10
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	6,322.77
BD OF ELECT/EMPL	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,548.76
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	318.68
			135,761.08
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	3,547.00
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,954.20
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	737.10
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	239.93
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	626.91
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	304.12
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	749.38
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	172.53
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	403.34
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	477.02
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,457.49
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	69.20
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	3.41
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	56,049.63
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	5,947.94
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	4,615.95
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,793.05
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	6,443.73
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	247.72
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,295.74
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	22,010.40
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	5,959.54
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	19,178.46
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	11,602.29
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	2,508.85
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,181.11
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	49,327.46
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	26,524.85
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	538.68
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	963.84
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	601.00
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	601.00
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,122.94
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	364.62
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	1,632.40
			398,760.69

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR
HOSPITALIZATION CHARGEBACKS FOR,JULY AND AUGUST 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for
Hospitalization Chargebacks for the months of July and August 2025

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	20,550.38
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	12,976.73
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	47,228.48
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	4,544.86
E-1510-W081-P07.006	DRETAC-PROSECUTOR	R-9891-Y091-Y01.500	5,269.50
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,449.28
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,820.22
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091-Y01.500	9,089.72
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	5,269.50
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	19,628.72
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	6,718.78

E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	3,820.22
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	17,454.80
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	181,051.59
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	195,224.47
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	19,628.72
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	3,820.22
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	9,089.72
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	57,229.18
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	14,886.84
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	2,634.75
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	95,304.34
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	9,409.64
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	3,820.22
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	724.64
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,820.22
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	64,155.66
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,449.28
WATER DEPARTMENT			
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	89,488.71
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	24,397.32
COUNTY HEALTH			
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	5,502.57
E-2238-F090-F01.002	Publc Health WorkForce (WF)	R-9891-Y091-Y01.500	4,156.06
E-2239-091-F01.002	Enhanced Operations (EO)	R-9891-Y091-Y01.500	0.00
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	103.55
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	3,842.27
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	487.36
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	1,879.88
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	2,198.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	384.53
E-2241-F093-F07.002	Adolescent Health Resil (AH)	R-9891-Y091-Y01.500	1,946.35
E-2243-F095-F07.002	Body Art	R-9891-Y091-Y01.500	10.36
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	36.23
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	2,127.49
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	4,043.55
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	276.12
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	77.82
JUV COURT/GRANTS			
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	2,898.56
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	3,820.22
E-400-M075-M04.000	Placement II	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	0.00
TOTALS			967,747.63

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes

Mr. Gianangeli

Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated November 25, 2025, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF 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-Jessica Cruse to Cleveland, OH, on December 1-4, 2025, to attend the Kinnect to Family Model training. Estimated expenses: \$396.00.

SSOBC-Barnesville Senior Center employees to Cambridge, OH, on December 9, 2025, for a senior outing to see the Christmas

Lights. Bellaire Senior Center employees to Wheeling, WV, on December 1, 2025, for a senior outing to the Festival of Lights.

Bethesda Senior Center employees to Triadelphia WV on December 16, 2025 for a senior outing to the Highlands. Centerville

Senior Center employees to Walnut Creek, OH, on December 5, 2025, for a senior outing for shopping and dinner. Colerain Senior

Center employees to Washington, PA, on December 10, 2025, for a senior outing to Deck the Barns and dinner. Flushing Senior

Center employees to Washington, PA, on December 19, 2025, for a senior outing to Deck the Barns and dinner. Flushing Senior Center employees to Triadelphia, WV, on December 20, 2025, for a senior outing to the Hillbilly Inn and Senior Center.

Center employees to Triadelphia, WV, on December 29, 2025, for a senior outing to the Highlands. Lansing Senior Center

employees to Steubenville, OH, on December 4, 2025, for a senior outing to the Nutcracker Village. Martins Ferry Senior Center

employees to Wheeling, WV, on December 2, 2025, for a senior outing to the Festival of Lights. St. Clairsville Senior Center

yees to Steubenville, OH, on Decem

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 November 19, 2025.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcement:

Next week's meeting will be held Tuesday, December 2, 2025 at 1:00 p.m. instead of Wednesday, December 3, 2025, due to CCAO Winter Conference.

IN THE MATTER OF APPROVING QUOTE FROM DIGITAL DATA/AUDITOR'S

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Quote from Digital Data Communications, Inc., in the amount of \$13,541.51 for eight Lenovo Desktop computers, seven monitors and seven monitor stands for the Belmont County Auditor's Office.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM H. E. NEUMANN COMPANY/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept proposal from H. E. Neumann Company in the amount of \$75,405.00 to replace the old HVAC system with a Honeywell electronic system for the original side of the Belmont County Jail.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH
MILLER BUILDERS OF OHIO, LLC FOR ENGINEER'S PROJECT 25-12 SALT STORAGE BARN

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract with Miller Builders of Ohio, LLC, in the amount of \$214,780.00 for the Belmont County Engineer's Project 25-12 Salt Storage Barn, based upon the recommendation of Belmont County Engineer Terry Lively.

CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #25-12: SALT STORAGE BUILDING

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 25th day of November, 2025 between **MILLER BUILDERS OF OHIO, LLC**, 613 North Carr Road, Orrville, OH 44667 and J.P. Dutton, Jerry Echemann, and Vince Gianangeli, Commissioners of Belmont County, WITNESSETH that said **MILLER BUILDERS OF OHIO, LLC** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to design and construct a permanent rectangular-shaped tension membrane covered truss type building and all related Work described by the Contract Documents.

All Work for the SALT STORAGE BUILDING PROJECT shall be completed 120 days after written Notice to Proceed.

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

All Work shall be in accordance with the Project Specifications and all Contract Documents and shall be under the direction of the County Engineer.

PROJECT #25-12: SALT STORAGE BUILDING TOTAL = \$214,780.00

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

BELMONT COUNTY COMMISSIONERS

MILLER BUILDERS OF OHIO, LLC

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

By: Duane Miller
Duane Miller /s/
Print/Type Signature

Vince Gianangeli /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ALLOCATION
TO WHEELING HEALTH RIGHT FOR FISCAL YEAR 2025**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the allocation of \$25,000 to Wheeling Health Right for fiscal year 2025 for the provision of health care services and medication for low-income, uninsured Belmont County residents.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION APPROVING THE TRANSFER OF EXCESS FUNDS FROM THE CERTIFICATE OF
TITLE ADMINISTRATION FUND TO THE COUNTY GENERAL FUND PURSUANT TO OHIO REVISED CODE 325.33(B).**

Motion made by Mr. Dutton to adopt the following resolution:

WHEREAS, the Clerk of Courts has submitted a written declaration stating that an excess exists in the Certificate of Title Administration fund (“Title Fund”) in accordance with Ohio Revised Code 325.33(B); and

WHEREAS, the Clerk of Courts has determined that the Title Fund balance exceeds the amount necessary to pay the costs of administering the certificate of title program; and

WHEREAS, Ohio Revised Code 325.33(B) authorizes the transfer of excess funds from the Title Fund to the County General Fund upon agreement between the Clerk of Courts and the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners has reviewed the declaration and supporting documentation provided by the Clerk of Courts;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, hereby approves Certificate of Title Administration Fund in the amount of \$50,000 and that a specific purpose for said fund has been identified, that being its use to pay for the establishment of the e-filing mandate recently enacted by the Ohio Legislature. Belmont County Court Juvenile & Probate Division, the Divisional County Courts, the Clerk of Courts and the Belmont County Commissioners have contracted with Equivant/Courtview Justice Solutions to satisfy the State mandate for Belmont County, Ohio.

BE IT FURTHER RESOLVED that the Board hereby approves and authorizes the transfer of excess funds in the amount of \$50,000 from the Certificate of Title Administration Fund to Equivant/Courtview Justice Solutions pursuant to ORC 325.33(B); and

BE IT FURTHER RESOLVED that the County Auditor is authorized and directed to make the appropriate accounting entries to effectuate this transfer in compliance with Ohio Revised Code Chapter 5705.

Mr. Echemann seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Adopted this 24th day of November 2025

<u>J. P. Dutton</u>	<u>Yes</u>
J. P. Dutton, Belmont County Commissioner	
<u>Jerry Echemann</u>	<u>Yes</u>
Jerry Echemann, Belmont County Commissioner	
<u>Vince Gianangeli /s/</u>	<u>Yes</u>
Vince Gianangeli, Belmont County Commissioner	

**IN THE MATTER OF APPROVING ENGAGEMENT LETTER WITH THE
AUDITOR OF STATE FOR COUNTY AUDIT YEAR ENDING DECEMBER 31, 2025**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Engagement Letter with the Auditor of State for services to be performed regarding the Belmont County Audit for the year ending December 31, 2025 at an estimated cost of not to exceed \$ 117,600.00.

Upon roll call the vote was as follows:

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

**IN THE MATTER ENTERING INTO AN OIL AND GAS LEASE
WITH GRENADIER ENERGY III, LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and Grenadier Energy III, LLC, effective November 25, 2025, in the amount of \$6,500 per net leasehold acre for 7.77788745 net leasehold acres, located in Warren Township, for a five-year term, 20% royalty. Total Payment Amount: \$50,556.27.

PAID-UP
OIL AND GAS LEASE

GEP Lease No. _____

This Oil and Gas Lease (this “*Lease*”) is made this 25th day of November, 2025 (the “*Effective Date*”), by and between The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice President, and Vince Gianangeli as Commissioner, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter called “*Lessor*”, whether one or more, and Grenadier Energy III, LLC a Delaware limited liability company, whose address is 24 Waterway Avenue, Suite 875, The Woodlands, Texas 77380, hereinafter called “*Lessee*”. Lessor and Lessee are collectively referred to herein as the “*Parties*” and sometimes individually referred to herein as a “*Party*”.

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold (as hereinafter defined), or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leasehold for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

DESCRIPTION. The lands covered by this Lease are located in Warren Township in the County of Belmont, in the State of Ohio, and are more particularly described on *Exhibit “A”* attached hereto, such land referred to herein as the “*Leasehold*”, and described for the purposes of this Lease as containing a total of 7.77788745 acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in full force and effect for a term of Five (5) Years from the Effective Date (the “*Primary Term*”) and shall continue beyond the Primary Term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the Leasehold or on other lands affecting the Leasehold, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the Primary Term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the Primary Term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the Primary Term of this Lease, as to the entirety of the Leasehold, or any portion thereof, for one additional term of Five (5) Years from the expiration of the Primary Term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the Primary Term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the Primary Term.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) CONSTRUCTION OF LEASE: The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities

showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) **LIMITATION OF FORFEITURE:** This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) **DELAY RENTAL:** To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. Notwithstanding the preceding portion of this provision, it is specifically provided that this Lease is Paid-Up during the Primary Term, and Lessor acknowledges and agrees that any and all delay rentals due or payable under this Lease have been paid in advance and were included in the bonus consideration paid to Lessor by Lessee for this Lease and that the aforementioned delay rentals included in the bonus consideration for this Lease constitute adequate and sufficient compensation for the privilege of maintaining this Lease during the entirety of the Primary Term without any obligation or duty to commence drilling operations.

(B) **ROYALTY:** For all oil and gas substances that are produced and sold from the lease premises, Lessor shall receive as its royalty Twenty percent (20%) of the sales proceeds actually received by Lessee from the sale of such production, less this same percentage share of all post production costs, as defined below, and less this same percentage share of all production, severance and ad valorem taxes. As used in this provision, post production costs shall mean (i) all losses of produced volumes (whether by use as fuel, line loss, flaring, venting or otherwise) and (ii) all costs actually incurred by Lessee from and after the wellhead to the point of sale, including, without limitation, all gathering, dehydration, compression, treatment, processing, marketing and transportation costs incurred in connection with the sale of such production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream from the point of sale. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) **DELAY IN MARKETING:** In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom and there is no other basis for extending this Lease, Lessee shall pay after the Primary Term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents is interrupted and not marketed for a continuous period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the Primary Term, as Royalty for constructive production, pay a Shut-in Royalty within ninety (90) days from the end of the continuous twelve (12) month Shut-in period, equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) **MANNER OF PAYMENT:** Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) **CHANGE IN LAND OWNERSHIP:** Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) **TITLE:** If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved. Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(I) **LIENS:** Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) **CHARACTERIZATION OF PAYMENTS:** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations.

Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final, and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) PAYMENT REDUCTIONS: If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for delay rental payments as set forth above), royalties, shut-in royalties and other payments hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased, or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production, or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

OPERATIONS. If at the expiration of the Primary Term, oil or gas is not being produced on the Leasehold or lands pooled or unitized therewith, but Lessee has commenced operations on the Leasehold or acreage pooled or unitized therewith in search of oil, gas, or their constituents or has completed a dry hole thereon within one hundred eighty (180) days prior to the end of the Primary Term, this lease shall remain in force so long as operations on said well, or operations on any additional well, are prosecuted with no cessation of more than one hundred eighty (180) consecutive days or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the Leasehold, or upon lands pooled or unitized therewith. Furthermore, if on or after the expiration of the Primary Term Lessee should drill a dry hole or holes thereon or, if after the discovery of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations on the Leasehold or lands pooled or unitized therewith in search of oil, gas, or their constituents within one hundred eighty (180) days from the date of completion of a dry hole or cessation of production or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the Primary Term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the Primary Term, Lessee is disposing and/or injecting into any subsurface strata underlying the

Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the Primary Term or any extension of term of this Lease. There shall be no Leasehold

forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the Primary Term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between the Parties concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and covers all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by each Party.

ENTIRE CONTRACT. The entire agreement between the Parties is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

TITLE CURATIVE. Lessor agrees to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind the Parties and their heirs, successors, and assigns.

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, other Acts of God, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

ADDITIONAL LEASE PROVISIONS. This Lease is made further subject to the terms and conditions contained in *Exhibit "B"* attached hereto and made a part hereof (which terms and conditions are an integral part of this Lease).

[Signature and Acknowledgement Page(s) Follow]

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

Lessor:

The Belmont County Board of Commissioners

J.P. Dutton
By: J.P. Dutton, President

Jerry Echemann
By: Jerry Echemann, Vice President

Vince Gianangeli
By: Vince Gianangeli, Commissioner
APPROVED AS TO FORM:

[Signature]
PROSECUTING ATTORNEY

LESSOR ACKNOWLEDGEMENT

STATE OF OHIO §
 § SS:
COUNTY OF BELMONT §

On this 25th day of NOVEMBER 2025, before me, the undersigned officer, personally appeared J.P. Dutton as President, Jerry Echemann as Vice President, and Vince Gianangeli as Commissioner of The Belmont County Board of Commissioners, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.



IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO THE GRANT AGREEMENT FOR COMMUNITY CORRECTIONS FACILITIES BETWEEN THE STATE OF OHIO, DEPARTMENT OF YOUTH SERVICES AND THE OAKVIEW JUVENILE RESIDENTAIL CENTER

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to authorize Commission President J. P. Dutton to sign and enter into the Grant Agreement for Community Corrections Facilities between the State of Ohio, Department of Youth Services and the Oakview Juvenile Residential Center in the amount of \$2,860,987.04 for the period beginning July 1, 2025 to June 30, 2026.



**Department of
Youth Services**

DYS.Ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Amy L. Ast, Director

GRANT AGREEMENT FOR COMMUNITY CORRECTIONS FACILITIES

This Grant Agreement is made and entered into by and between the State of Ohio, Department of Youth Services (hereinafter referred to as "Department") and the Oakview Juvenile Residential Center (hereinafter referred to as "Grantee") located in Belmont County.

The Grantee has made an application to the Department to fund a twenty-four-bed facility and has submitted a grant plan for the use of these funds. The Department approves funding for the Grantee in the sum of **\$2,860,987.04** for the period beginning **July 1, 2025**, and ending **June 30, 2026**, subject to the terms and conditions of this agreement.

A. TERMS AND CONDITIONS:

1. The Grantee agrees to implement the plan as outlined in the grant application submitted by the Grantee and approved by the Department (including any conditions hereafter imposed by the Department for purposes of provisional approval).
2. Grantee agrees to submit a budget plan which is reviewed and approved by the Department.
3. The Grantee agrees to comply with Ohio Revised Code Section 5139.36 and Ohio Administrative Code Chapter 5139-36.
4. The obligations of the Department under this agreement are subject to the determination of the Director that sufficient funds have been appropriated by the General Assembly to the Department for the purposes of this agreement and to the certification of the availability of such funds by the Director of Budget and Management as required by R.C. 126.07.
5. The initial amount of funding approved by the Department under this agreement is subject to quarterly review by the Department and may be increased or reduced based upon occupancy, operational and maintenance needs of the Facility and availability of funds. Budget adjustments will not be made without this review. The Facility will be notified in writing of any change in the initial funding within 10 working days after the review of the budget. The decision of the Director shall be final and is not appealable.
6. The Grantee agrees that it will not employ as staff, or on a contract basis, any employee of the Department.

Division of Community-Based Innovations & Solutions
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7. The Grantee will make its best efforts to augment the funding received from the Department through other funding resources, including but not limited to: tuition reimbursement, Medicaid, NSLA, and other sources identified by the Department.
8. The Grantee agrees to serve youth who would have otherwise been committed to the Department.
9. The Grantee agrees to serve youth who are in the Department's custody per Ohio Revised Code 5139.36(E)(2).
10. The Grantee shall ensure that the average daily population (ADP) for the funded period meets or exceeds a minimum threshold of eighty percent (80%) of the facility's funded bed capacity.
11. The Grantee agrees that the approved funds shall only be used to support operations and maintenance costs of the Facility and shall not be used for the provision of aftercare services.
12. The Grantee agrees to be ACA accredited.
13. The Grantee agrees to be PREA certified.
14. The Grantee agrees to maintain the Problematic Sexual Behavior certification.
15. Grantee agrees that it shall not use or disclose any information and records made available to it for any purpose other than to fulfill its obligations under this Agreement. Grantee specifically agrees to comply with all applicable state and federal confidentiality, privacy and disclosure laws, rules, and regulations, including but not limited to Ohio Revised Code 3701.243, R.C. 5139.05(D), R.C. 3319.321, the Family Educational Rights and Privacy Act of 1974 ("FERPA"), 20 U.S.C. § 1232g, 34 C.F.R. Part 99 and 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act ("HIPAA"), 42 U.S.C. § 1320d et al., and 45 C.F.R. Parts 160 and 164, in the performance of services under this Agreement and the program under which this Agreement exists.
16. The Grantee shall implement and maintain the following admission criteria:
 - a. Youth accepted to the facility must be an adjudicated felony offender who has been diverted to the facility in lieu of a commitment to the Department of Youth Services.
 - b. Youth's age is 12-20 for secured facility & 12-17 for non-secured facilities

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- c. The CCF shall not admit any juvenile who is a resident of another state or country unless the CCF documents that the party making the placement has the legal authority to make the placement.
- d. Although not an automatic exclusion from consideration, a youth's acceptance into a CCF is predicated on demonstrating a genuine desire and commitment to engage with the program's offerings. (
- e. Will accept youth whose needs can be met by the services provided by the facility.
- f. Cannot be actively suicidal or homicidal.
- g. The CCF reserves the right to exclude a youth from admission if the facility determines that it cannot adequately address the individual's mental health and safety needs, such as those requiring acute medical care and continuous 24-hour supervision.
- h. No youth exhibiting severe withdrawal symptoms from drugs or alcohol will be accepted prior to their detoxification.
- i. Program acceptance requires a behavioral review. Individuals exhibiting violent or aggressive conduct—such as assault, severe self-harm, sexually inappropriate behavior, or riot participation—or a pattern of frequent critical incidents indicating significant behavioral challenges may be denied admission if this behavior occurred within the 90 days preceding the application
- j. No youth will be accepted or denied admission based upon sex, disability, race, creed, ethnicity, gender, or national origin.
- k. Youth not meeting the above criteria may be considered on a case-by-case basis.

B. PROGRAM EVALUATION:

- 1. The Grantee shall maintain statistical records for the grant in the format and frequency as established by the Department.
- 2. The Grantee shall prepare and submit to the Department a report comprised of statistical data pursuant to the Department's instructions.
- 3. The Grantee shall prepare and submit to the Department reports comprised of the statistical data set forth above based upon the time frame established by the Department.
- 4. The Grantee agrees to maintain intake and assessment forms for each youth referred or placed in the Facility.

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5. All provisions above include the use of the Department's case management system.
6. The Grantee acknowledges that failure to comply with Items (B) (1) through (5) of this Grant Agreement may result in delayed grant payments to the Grantee.

C. COMPLIANCE:

1. The Grantee agrees that it will cooperate with and provide any additional information as may be required by the Department to fulfill its obligation in the administration and evaluation of the facility and program.
2. The Grantee understands that failure to comply with the rules of Chapter 5139-36 of the Ohio Administrative Code, which are applicable under this Grant Agreement, may be cause for the Director of the Department of Youth Services to terminate further funding. Furthermore, the Grant Agreement may be terminated by the Department in accordance with section D of this agreement and/or if:
 - a. There has been a reduction in the quality and extent of the program services.
 - b. There has been a financial or audit disclosure involving misuse of state funds.
 - c. A substantial reduction in commitments to the Department is not achieved, as indicated in the approved plan.
 - d. Program modifications required by the Department are not made.
3. The Grantee agrees to compensate the Department for the costs of any audit performed by the Auditor of State which is deemed necessary by the Department.
4. The Grantee understands that, per OAC 5139-36-07 (D), fiscal audit findings, once resolved, shall be paid from the governing county's general fund. The governing county's fiscal agent shall be required to refund to the department from the governing county's general fund the amount of the fiscal finding within forty-five days of notification unless an appeal of the exception is filed. For a multi-county facility, the amount of the fiscal finding may be refunded to the department, in accordance with a multi-county agreement, from the general revenue fund of multiple counties, provided that all counties in the multi-county facility have agreed as documented through the terms of the annual grant agreement signed by all the counties.

D. TERMINATION:

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1. The Department shall provide written notice to the Grantee of any intention to terminate funding. This notice will be provided thirty (30) days prior to any such action being taken.
2. The Grantee shall have thirty (30) days following the receipt of such notice to present a request for reconsideration to the Director of the Department of Youth Services. The decision of the Director shall be final and is not appealable.
3. Either the Department or the Grantee may terminate this agreement without cause by providing the other party written notification of the date of the termination, which shall not be less than thirty (30) days from the date of the written notice.

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E. AUTHORIZED SIGNATURES:

THE OHIO DEPARTMENT OF YOUTH SERVICES:

Director

Date

FACILITY:

John M. Rana
Facility Administrator
Community Correctional Facility

11/17/25
Date

GOVERNING BOARD (one for each member):

Albert J. Rana

11/19/25
Date

COUNTY COMMISSIONER (Physical Plant Site):

JPDA

11/25/25
Date

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Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:47 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Hannah Warrington, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees and ORC 121.22(G)(4) Collective Bargaining Exception.

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 12:03 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:03 p.m.
Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF APPROVING UNPAID LEAVE FOR
JOCELYN FULKS, FULL-TIME DEPUTY CLERK AT
BELMONT COUNTY EASTERN DIVISIONAL COURT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve unpaid leave for Jocelyn Fulks, full-time Deputy Clerk at Belmont County Eastern Divisional Court, effective November 20-24, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING COLLIN SMIGLE, FULL-TIME
TEMPORARY MAINTENACE/HOUSEKEEPING/BUILDING & GROUNDS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Collin Smigle, full-time Temporary Maintenance/Housekeeping at Belmont County Building and Grounds, effective December 1, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:04 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:04 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 2nd day of December, 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