

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, Jerry Echemann and J. P. Dutton, Commissioners and Jayne Long, 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. Meyer, seconded by Mr. Echemann to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,408,069.16

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A08.000 Food	E-0131-A006-A25.000 Housing of Prisoners	\$35,200.00
E-0257-A017-A00.000 Contingencies	E-0257-A015-A15.074 Transfers Out	\$25,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9891-Y091-Y11.500 Choice Spending Account	\$25,000.00

P05 WWS #3 REVENUE FUND AND OTHER VARIOUS FUNDS/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$19,000.00
E-3702-P005-P34.074 Transfers Out	R-9251-O051-O10.574 Transfers In	\$32,500.00
E-3702-P005-P34.074 Transfers Out	R-9252-O052-O10.574 Transfers In	\$12,000.00

T71 FEMA FUNDS AND K00 MVGT FUND/ENGINEERS

FROM	TO	AMOUNT
E-9713-T071-T02.000 Eng. FEMA Finds	R-2810-K000-K18.574 Transfers In	\$100,091.45

Upon roll call the vote was as follows:

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

IN THE MATTER OF A REDUCTION IN APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following reduction in appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the February 27, 2019 meeting date:

N03 FEMA PROJECTS ENGINEERS

E-9003-N003-N03.005	Engineering Services	-\$100,091.45
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 02, 2019****

N59 CAPITAL PROJECTS-SENIOR CENTERS

E-9059-N059-N10.074	Transfers Out	\$83,000.00
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****FEBRUARY 27, 2019****

A00 GENERAL FUND

E-0051-A001-A51.000	Oil and Gas	\$19,633.90
E-0057-A006-F06.011	Veterinary Services	\$1,255.06

K00 MVGT-ENGINEERS

E-2812-K000-K13.012	Equipment	\$100,091.45
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OAKVIEW JUVENILE REHABILITATION/VARIOUS FUNDS

E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$82.50
E-8012-S032-S00.000	Activity Fund	\$25.30

T71 FEMA FUNDS/ENGINEERS

E-9713-T071-T02.000	Engineer Dept.	\$100,091.45
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W80 PROSECUTOR-VICTIM ASSIST PROGRAM

E-1511-W080-P01.002	Salary	\$1,825.28
E-1511-W080-P05.003	PERS	\$560.00
E-1511-W080-P07.006	Hospitalization	\$1,825.27
E-1511-W080-P08.005	Medicare	\$100.00
E-1511-W080-P15.000	Rent	\$608.00

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

E-9891-Y091-Y11.000	Choice Spending Account	\$25,000.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Meyer, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. **GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$1,255.06** deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills 02/19/19.

OIL & GAS RECEIPTS-\$19,633.90 in Oil and Gas receipts deposited into R-0050-A000-A02.500 on various dates.

Y91/CHOICE SPENDING-\$25,000.00 transferred into R-9891-Y091-Y11.500 Choice Spending Account on 02/27/19.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to execute payment of Then and Now Certification dated _____ February 27, 2019, 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. Meyer Yes
Mr. Echemann Yes
Mr. Dutton Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-Courtney Cook to Wheeling, WV, on February 27, 2019, to complete a pre-sentence investigation. Kelly Carter and Jennifer Shunk to Cambridge, OH, on March 1, 2019, to attend training for the Court Custody program. Jennifer Shunk to Columbus, OH, on March 15, 2019, to attend DYS Reclaim meeting. Jennifer Shunk and Andrea Ketter to Columbus, OH, on April 4, 2019, to attend an IVE Roundtable.

DJFS-William Marinacci to Cleveland, OH, on March 6-7, 2019, to attend a Cuyahoga County Juvenile Court Trial. A county vehicle will be used for travel. Estimated expenses: \$145.90. Vince Gianangeli to Columbus, OH, on March 12-13, 2019, to attend OJFSDA/OCSA Statehouse Day. Estimated expenses: \$677.20. John Laroche, Leann Boston, Michele Burkhart & William Marinacci to Columbus, OH, on April 2-3, 2019, to attend the Fostering Pathways to Success Conference. Estimated expenses: \$688.00.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 20, 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AGREEMENT WITH BEDWAY DEVELOPMENT CORPORATION/BUILDING RENOVATION PROJECT

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President Josh Meyer to sign the agreement with Bedway Development Corporation, in the amount of \$1,429,750.00 for the Belmont County Building Renovation Project, based upon the recommendation of McKinley Architecture and Engineer, Project Architect.

OWNER-CONTRACTOR AGREEMENT

Owner:
Board of Commissioners of Belmont County, Ohio
101 West Main Street
St. Clairsville, Ohio 43950
Telephone Number: 740.699.2155

Project:
Belmont County Building Renovation
St. Clairsville, Ohio 43950

Contract: General

Alternates: None Accepted

Contractor:
Bedway Development Corporation
67877 North Pancoast Road
Belmont, Ohio 43718
Telephone Number: 740.782.0044
Fax Number: 740.782.0045

This document is an agreement between the Owner and the Contractor for the Work described in the Contract Documents related to the Contract identified above for the Project defined above and is effective as of the date the Agreement is signed by the Owner (the "Effective Date").

The Owner and the Contractor agree as set forth in the following sections:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents:
 - A. Legal Notice;
 - B. Instructions to Bidders;
 - C. Bid Form;
 - D. Owner-Contractor Agreement;
 - E. General Conditions of the Contract for Construction (AIA Document A201-2007), as modified;
 - F. Drawings;
 - G. Specifications;
 - H. Addenda issued;
 - I. Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
 - J. Statement of Claim Form; and
 - K. Modifications issued after the execution of the contract, including:
 - i. A Change Order;
 - ii. A Work Change Directive; or,
 - iii. A written order for a minor change of the Work issued by the Design Professional in accordance with the General Conditions.

1.1 Notwithstanding anything in the Contract Documents to the contrary, in the event of any inconsistency, the provisions of this Agreement shall control over any other Contract Document, proposal, document, or other attachment. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements.

Note: Non-Contract Documents. The following are the reports and tests of subsurface conditions at or contiguous to the Site, if any, that the Design Professional has used in preparing the Contract Documents. These are not Contract Documents. Geotechnical data is not a warranty of subsurface conditions and is not to be relied upon as a complete representation of all possible soil conditions. Neither Owner nor its consultants warrant the accuracy of the geotechnical data. It is possible that there may be other reports, and/or tests of subsurface conditions at or contiguous to the Site not prepared by or on behalf of Owner. The Owner makes no representation about such reports and/or tests, assuming they exist. Additional information, if needed by Contractor for geotechnical data or

site survey, shall be obtained by the Contractor at no additional cost to Owner. The General Conditions, as modified, contain additional terms related to these reports and tests.

Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings listed below, and except for such reliance on "technical data," Contractor shall not rely upon or make any claim against Owner or Architect with respect to: (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or (3) any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions which Owner does not warrant. (Not applicable, if none are listed).

Note: Non-Contract Documents. The following are those reports and drawings related to any Hazardous Conditions at the Site, if any. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings. (None if none are listed).

2. DESIGN PROFESSIONAL RELATIONSHIP. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Design Professional and the Contractor or any Subcontractor or Material Supplier to the Project. The Design Professional, however, shall be entitled to performance of the obligations of the Contractor intended for its benefit and to enforcement of such obligations, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the Design Professional that does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Design Professional that are performed for the sole benefit of the Owner. The Contractor shall forward all communications to the Owner through the Design Professional and hereby acknowledges and agrees that any instructions, reviews, advice, approvals, orders, or directives that are rendered to it by the Design Professional are specifically authorized and directed by the Owner to the Contractor through the Design Professional acting on behalf of the Owner.

2.1 The Design Professional (also called the "Architect") is:
McKinley & Associates
The Maxwell Center
32 Twentieth St., Suite 210
Wheeling, WV 26003
Telephone Number: 304.233.0140;
Fax Number: 304.233.4613

3. TIME FOR COMPLETION AND PROJECT COORDINATION.

3.1 DATE OF COMMENCEMENT. The date of commencement of the Work shall be the date identified in the Notice to Proceed issued by the Owner, or by the Owner through the Design Professional, to the Contractor, or if there is no Notice to Proceed, the Effective Date of this Agreement.

3.2 DATE OF SUBSTANTIAL COMPLETION. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the Project, all in accordance with the Drawings and Specifications prepared by the Design Professional. The Contractor shall achieve Substantial Completion of its Work on the Project, as defined in the General Conditions, no later than **June 3, 2019** ("Date of Substantial Completion").

3.2.1 DATE OF FINAL COMPLETION. The Contractor shall achieve Final Completion of its Work on the Project, as defined the General Conditions, no later than **July 18, 2019** ("Date of Final Completion").

3.2.2 UTILITIES AND OPERATIONS. Contractor shall not interrupt utilities to facilities or existing operations without prior written notice and approval by Owner.

Contractor's Construction Schedule for performing the Work shall account for Contractor not being able to perform Work on these dates and the contractual dates for Substantial Completion and Final Completion will not be changed due to Contractor not being able to perform Work on these dates.

3.3 CONSTRUCTION SCHEDULE. The Construction Schedule shall be developed by the Contractor as provided in the Contract Documents.

3.4 LIQUIDATED DAMAGES. If the Contractor does not have its Work on the Project Substantially Complete by the specified Date for Substantial Completion or Finally Complete by the Date of Final Completion, the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) Liquidated Damages in the per diem amounts as set forth in the following tables, whichever may be applicable. "Contract Amount" of the Work will be determined by totaling the cost of all line items of Work, as set forth in the Schedule of Values.

LIQUIDATED DAMAGES – DATE FOR SUBSTANTIAL COMPLETION

<u>Original Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$500,000.00	\$ 750.00
\$500,000.01 to \$2,000,000.00	\$ 1,000.00
\$2,000,000.01 to \$10,000,000.00	\$ 1,300.00
\$10,000,000.01 to \$50,000,000.00	\$ 2,000.00
\$50,000,000.01 and greater	\$ 2,500.00

LIQUIDATED DAMAGES – FINAL COMPLETION

<u>Original Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$500,000.00	\$ 200.00
\$500,000.01 to \$2,000,000.00	\$ 250.00
\$2,000,000.01 to \$10,000,000.00	\$ 325.00
\$10,000,000.01 to \$50,000,000.00	\$ 500.00
\$50,000,000.01 and greater	\$ 625.00

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially Complete by its Date for Substantial Completion or Finally Complete by the required date for Final Completion.

3.5 INITIAL DECISION MAKER. The Initial Decision Maker renders initial decisions on Claims in accordance with the claims process set forth in the General Conditions. The Initial Decision Maker shall be the Design Professional, unless a different Initial Decision Maker is identified below:

4. CONTRACT SUM (also called Contract Price). The Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is **\$1,429,750.00**, subject to adjustment as set forth in the Contract Documents. The Contract Sum includes Allowances, Accepted Alternates, and all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the following:

4.1 Base Bid Amount: **\$1,429,750.00** (Lump Sum Bid)

4.2 [Not Used.]

4.3 [Not Used.]

4.4 [Not Used.]

4.5 If after Substantial Completion of its Work, the Contractor fails to submit its final payment application with all the documents required to be submitted with such application within ninety (90) days after written notice to do so from the Owner and without prejudice to any other rights and remedies the Owner may have available to it, the balance of the Contract Sum shall become the Owner's sole and exclusive property, and the Contractor shall have no further interest in or right to such balance.

5. RETAINAGE. Retainage applicable to the Contract by Ohio Revised Code Sections 153.12, .13, and .14 will be withheld as defined in the Modified General Conditions. The Contractor agrees that the financial institution selected by the Owner for deposit of retained funds is acceptable to the Contractor and will sign any documents requested related to said account.

6. [NOT USED.]

7. GENERAL.

7.1 MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must have express authority to execute the Modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this section.

7.2 ASSIGNMENT. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

7.3 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of the county in which the Project is located and each party hereby expressly consents to the exclusive jurisdiction of such court to the exclusion of any other court, including any U.S. District Court or any other federal court.

7.4 CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and entered into this Agreement as a free and voluntary act. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

7.5 APPROVALS. Except as expressly provided herein, the approvals and determinations of the Owner and Design Professional will be subject to the sole discretion of the respective party and be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor has the burden of proving that it was not made in good faith by clear and convincing evidence.

7.6 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

7.7 COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to Chapter 4115 of the Ohio Revised Code and Sections 153.59 and 153.60 of the Ohio Revised Code, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Contractor agrees to comply and to require its subcontractors to comply.

7.7.1 NON-DISCRIMINATION. Contractor agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
- .3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

7.7.2 PREVAILING WAGE RATES. The Contractor and its subcontractors, regardless of tier, shall strictly comply with their obligation to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work, including any changes thereto, pursuant to Ohio Revised Code Chapter 4115.

7.7.3 ETHICS. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

7.8 JOB MEETINGS. The Contractor or one of its representatives with authority to bind the Contractor will attend all job meetings. The Owner anticipates that job meetings will be scheduled on a weekly basis during construction or as needed. The Contractor will ensure that its Subcontractors also hold regular job meetings at which safety issues and job matters are discussed as these relate to the Work being performed. Job meetings include, but are not limited to, pre-construction meetings, weekly job meetings, weekly safety tool box meetings, and monthly safety meetings.

7.9 PROPERTY TAX AFFIDAVIT. The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

7.10 PARTNERING. Contractor agrees that it will participate, as part of the Contract Sum, in any partnering sessions scheduled by Owner.

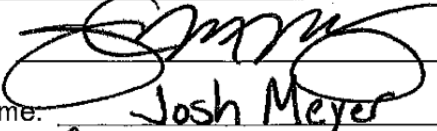
7.11 WARRANTIES. Notwithstanding anything to the contrary in the Contract Documents, including the Project Manual and Specifications, no warranties by Contractor shall be limited to any time shorter than the statute of limitations for written contracts in Ohio.

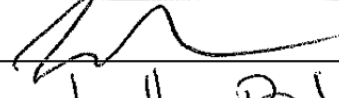
7.12 CONTRACTOR ATTESTATIONS.

- .1 Contractor attests that it has not scaled these contract documents to determine quantities for bids, as Contractor has field verified and taken its own dimensions to determine the quantities for its bid.
- .2 Contractor agrees that all the scales noted on the drawings are correct; so as to give it an "intent" of what is to be bid. Contractor has not relied on any other dimensions than what are noted in text and dimension lines.
- .3 Contractor has thoroughly read the Contract Documents and has asked any and all questions it has on the intent of the scope of work, or supposed errors and omissions contained in these drawings, during the bid process and prior to signing this Agreement.
- .4 Contractor will not be asserting a claim for additional time or money associated with the three issues listed above.
- .5 Contractor believes it has accurately interpreted the Contract Documents and has asked for clarification and received satisfactory response for all items not thoroughly addressed or appeared to be conflicting in the Contract Documents and has found all stipulations and requirements contained in this Agreement are as stated in the bid specifications and are enforceable according to Ohio Law, including but not limited to the Owner's right of offset, and the Owner's right to assess liquidated damages for work not completed according to the milestones listed on the project schedule contained in the Contract Documents.

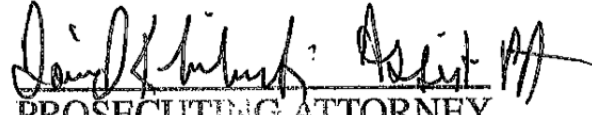
7.13 ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

Owner:
Board of Commissioners of Belmont County, Ohio
 By: 
 Name: Josh Meyer
 Title: Commission President
 Date: 2/27/19

Contractor:
Bedway Development Corporation
 By: 
 Name: Jonathan Bedway
 Title: Pres.
 Date: 2/21/19

BELMONT COUNTY – OWNER-CONTRACTOR AGREEMENT
OCA-6

APPROVED AS TO FORM:

 PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

Mr. Meyer noted this contract was for the lower building.

BEDWAY DEVELOPMENT CORPORATIONS/BUILDING RENOVATION PROJECT

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign Change Order 001 for Bedway Development Corporation for the Belmont County Building Renovation project as follows: Installation of rooftop units shall be completed no later than the date of Final Completion (July 18, 2019) as opposed to the date for Substantial Completion due to the long lead time associated with delivery of the rooftop units.

AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address) Belmont County Building Renovation St. Clairsville, Ohio 43950	CONTRACT INFORMATION: Contract For: General Trades Date: February 27, 2019	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: February 27, 2019
OWNER: (Name and address) Board of Commissioners of Belmont County, Ohio 101 West Main Street St. Clairsville, Ohio 43950	ARCHITECT: (Name and address) McKinley & Associates The Maxwell Center 32 Twentieth Street, Suite 100 Wheeling, West Virginia 26003	CONTRACTOR: (Name and address) Bedway Development Corporation 67877 North Pancoast Road Belmont, Ohio 43718

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Installation of rooftop units shall be completed no later than the Date of Final Completion (July 18, 2019), as opposed to the Date for Substantial Completion, due to the long lead time associated with delivery of the rooftop units.


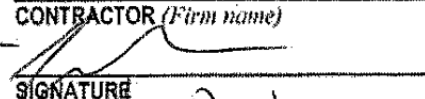
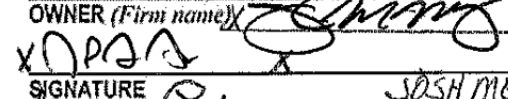
This Change Order constitutes the full and complete satisfaction for all claims of all direct and indirect costs, overhead costs of all kinds, inefficiency costs, acceleration costs, the cumulative impact of this and other change orders executed to date, the impact of this change order on unchanged work and interest related thereto, which has been or may be incurred in conjunction with the project extension set forth herein, if any. This document and attachments hereto shall become an amendment to the contract and all provisions of the contract will apply hereto.

The original Contract Sum was	\$ 1,429,750.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,429,750.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 1,429,750.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

McKinley & Associates	Bedway Development Corporation	Board of Commissioners of Belmont County, Ohio
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
		
SIGNATURE	SIGNATURE	SIGNATURE
T.R. WORULLEDGE AIA	Joshua Belwan	JERRY ECHEMANN J.P. DUTTON JOSH MEYER
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
2/22/19	2/22/19	2-27-19
DATE	DATE	DATE

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Upon roll call the vote was as follows:

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

SENIOR SERVICES OF BELMONT COUNTY (LESSEE)/POWHATAN SENIOR CENTER

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Commercial Lease Agreement between Nathan Lehman, (the Lessor), and the Belmont County, Ohio, Board of Commissioners dba Senior Services of Belmont County (the Lessee) for the building and land located at 155 Clark St., Powhatan, Point, Ohio, for a period of forty-eight (48) months commencing April 1, 2019 and expiring March 31, 2023 for a base monthly rental rate of \$1,000.00, based upon the recommendation of Gary Armitage, Senior Services Executive Director.

Note: This will be the future location of the Powhatan Senior Center.

COMMERCIAL LEASE AGREEMENT

This lease agreement ("Lease") is entered into as of **April 1, 2019** by and between the owner of 155 Clark St., Powhatan Point, OH 43942, herein called the "Lessor" (by Nathan Lehman, whose mailing address is 53210 German Ridge Rd., Powhatan Point, OH 43942) and the Belmont County, Ohio Board of Commissioners dba Senior Services of Belmont County (whose mailing address is 101 West Main Street, St. Clairsville OH 43950) herein called the "Lessee" – Lessor and Lessee being collectively referred to herein as the "Parties". The undersigned Nathan Lehman represents that he is the owner and/or has the authority to lease the Premises to Lessee. The Parties agree as follows.

1. **DESCRIPTION OF THE LEASED PREMISES:** The Lessor agrees to lease to the Lessee the building located at 155 Clark St., Powhatan Point, OH 43942 and the land at that address upon which it is situated (the "Premises").
2. **USE OF LEASED PREMISES:** The Lessor is leasing the Premises to the Lessee and the Lessee is agreeing to lease the Premises for the following use and purpose: operation of a Senior Center and providing meals and transportation services to seniors. The Lessor represents that the Premises may be lawfully used for such purpose. The Premises shall be used for no other purpose without written permission from the Lessor, and such permission will not be unreasonably withheld. Lessee will be provided reasonable access to the Premises in advance of the commencement of the Lease term to prepare for the intended use. Lessee may designate the Premises with signage as the Powhatan Senior Center or some other suitable name.
3. **TERM OF LEASE AND RENT:** The term of this Lease shall be for a period of forty-eight (48) months commencing April 1, 2019 and expiring March 31, 2023 ("Initial Term"). The base monthly rental rate shall be One Thousand Dollars (\$1,000), payable on first day of each month for that month's rent, during the term of this Lease. The Lessee is only required to use available senior service levy funds to pay for obligations arising under this Lease, and neither SSOBC nor the Commissioners are required to pay any such obligations from general revenue funds or other funds of the County. Amounts paid under this Lease shall not exceed any applicable statutory limit. Either Lessor or Lessee may terminate this Lease at any time during the Initial Term by giving the other party sixty (60) days advance written notice of the effective date of termination. The effective date of any such termination shall be the last day of a calendar month.
4. **EXPENSES:** During the term of the Lease, Lessor shall pay all property taxes for the Premises, and Lessee shall pay all utilities for the Premises including but not limited to electric, gas, water, sewer, trash, telephone and Internet.
5. **EXECUTION AND INTERPRETATION:** This Lease may be executed in counterparts, all of which taken together shall be deemed one original. The Lease shall be construed under the laws and regulations of the State of Ohio, and each Party is equally responsible for its drafting. The signature provisions for this Lease next follow.

IN WITNESS WHEREOF, the Parties have caused this Lease to be duly executed as of the day and date first written above.

FOR LESSOR:

by **NATHAN LEHMAN**

<u>Nathan Lehman /s/</u>	<u>2-25-19</u>
Nathan Lehman	Date

FOR LESSEE:

BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a/ SENIOR SERVICES OF BELMONT COUNTY

<u>Josh Meyer /s/</u>	<u>2/27/19</u>
Josh Meyer, President, Belmont County Commissioners	Date

<u>Jerry Echemann /s/</u>	<u>2-27-19</u>
Jerry Echemann, Vice President Belmont County Commissioners	Date

<u>J. P. Dutton /s/</u>	<u>2/27/19</u>
J.P. Dutton, Belmont County Commissioner	Date

APPROVED AS TO FORM:

<u>David K. Liberati /s/</u>	<u>2-26-19</u>
David K. Liberati	Date

Assist. Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING LETTER AGREEMENT NO. 2 WITH OHIO VALLEY MALL COMPANY/SHERIFF'S SUBSTATION

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign Letter Agreement No. 2 with the Ohio Valley Mall Company for the Belmont County Sheriff's substation to extend the term of the lease for two (2) years, commencing on January 3, 2019 and expiring on January 2, 2021; original lease was signed January 6, 2016.

February 1, 2019
Belmont County Commissioners
101 West Main Street
St. Clairsville, Ohio 43950

File: Lease by and between Ohio Valley Mall Company ("Landlord") and Belmont County Commissioners, a department of a political subdivision of the State of Ohio, d.b.a. "Belmont County Sheriff's Office" ("Tenant"); Unit No. 490 ("Demised Premises"); Ohio Valley Mall ("Shopping Center"); St. Clairsville, Ohio

Re: Letter Agreement No. 2

Dear Tenant:

I am authorized by the above-referenced Landlord to offer this Letter Agreement No. 2 for execution by Tenant. By the entry of the authorized signatures below, Tenant hereby agrees to the following:

1. The Effective Date of this Letter Agreement No. 2 shall be the date of mutual-execution.
2. The term of this Lease is hereby extended for a period of two years, commencing on January 3, 2019, and expiring on January 2, 2021.
3. All other terms and conditions of the Lease shall remain unchanged.

Please print three copies of Letter Agreement No. 2, indicating Tenant's acceptance of same with the authorized signatures below and return all three originals to me for Landlord's execution. If acceptable to Landlord's Real Estate Committee, upon mutual execution I will forward one fully-executed original to you for your file.

Sincerely,
Robert L. Mackall, III
General Counsel

February 27, 2019

RLM/seh

cc: Tim Matune

TENANT: Belmont County Commissioners

By: Jerry Echemann /s/

Name: Jerry Echemann

Title: Vice-President

Date: 2-27-19

By: J. P. Dutton /s/

Name: J. P. Dutton

Title: Commissioner

Date: 2-27-19

By: Josh Meyer /s/

Name: Josh Meyer

Title: President

Date: 2-27-19

Upon roll call the vote was as follows:

LANDLORD: Ohio Valley Mall Company

By: _____

Name: Anthony M Cafaro, Jr.

Title: Authorized Agent

Date: _____

By: _____

Name: Robert L. Mackall, III

Title: Authorized Agent

Date: _____

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

**IN THE MATTER OF THE VACATION
OF A PORTION OF AN UNNAMED ALLEY
COLERAIN TWP. SEC. 31, T-7, R-3/RD IMP 1173**

Motion made by Mr. Meyer, seconded by Mr. Echemann to accept the following Public Road Petition for the vacation of an unnamed alley located in Colerain Township, Sec. 31, T-7, R-3 and recorded in Cabinet B Slide 219-1 & 219-2 of the Belmont County Recorder's Office and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1173 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04
WITH PETITION
Belmont County, Ohio**

**February 13, 2019
IMP- 1173**

To the Honorable Board of County Commissioners of Belmont County, Ohio:

*The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the Vacation of a portion of an Unnamed Alley located in Colerain Twp. Sec.31, T-7, R-3 in Cabinet B Slide 219-1 & 219-2 in the Records Office
A Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.*

The following is the general route and termini of said road:

Beginning at the intersection of Hall St. (T-454) and the Unnamed Alley going 215ft. in a South Western direction to the southwest corner of Parcel 03-00072.000 in the width of 14ft.

PUBLIC ROAD PETITION

NAME (SIGN & PRINT)	TAX MAILING ADDRESS (PLEASE PRINT)
Cynthia L. Garczyk /s/	71410 Brand St.
Cynthia L. Garczyk	St. Clairsville, Ohio 43950
Gary A. Garczyk /s/	71410 Brand St.
Gary A. Garczyk	St Clairsville Ohio 43950
Linda J. Garczyk /s/	71487 Hall St.
Linda J. Garczyk /s/	St. Clairsville, Ohio 43950
Andrew J. Garczyk /s/	71487 Hall St.
Andrew J. Garczyk	St. Clairsville, Ohio43950
Barbara A. Goletz /s/	71520 Hall St.
Barbara A. Goletz	Maynard, Oh. 43937
Edward J. Goletz /s/	71520 Hall St.
Edward J. Goletz	Maynard, Oh. 43937
Rita Walters /s/	50061 Fairpoint, Maynard Rd.
Rita Walters	St. C. Ohio 43950
Lanny R. Walters /s/	50061 Fairpoint Maynard Rd.
Lanny Walters	St. C. Ohio 43950
Robert H. Balvin Sr. /s/	71320 Hall St.
Robert H. Balvin	ST. Clairsville, O 43950
Carly W. Balvin /s/	71320 Hall St.
Carley W. Balvin	St. Clairsville, O 43950
Rhonda L. Wesley /s/	71151 Hall St.
Rhonda L. Wesley	St. Clairsville, Ohio 43950
William W. Wesley /s/	71151 Hall St.
William W. Wesley	St. Clairsville, Ohio 43950
William M Wesley /s/	71265 & 71245 Hall Street
William M. Wesley	Saint Clairsville, OH 43950

**IN THE MATTER OF THE VACATION
OF A PORTION OF AN UNNAMED ALLEY
COLERAIN TWP. SEC. 31, T-7, R-3/RD IMP 1173**

**Office of County Commissioners
Belmont County, Ohio**

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1173**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 27th day of February, 2019 at the office of the Commissioners with the following members present:

Mr. Meyer
Mr. Echemann
Mr. Dutton

Mr. Meyer moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate a portion of an unnamed alley, Colerain Township, Section 31, T-7, R-3.

RESOLVED, That the 13th day of March, 2019 at 12:00 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 20th day of March, 2019, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

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

Adopted February 27, 2019

Jayne Long /s/
Clerk, Belmont County, Ohio

1. "Locating," "establishing," "altering," "straightening," "vacating," or "changing the direction of."
2. "Locating,," "establishing," "altering," "straighten," "vacate," or "change the direction of"
3. Insert "a part of," if so.

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.05**

ROAD IMP. # 1173

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of a portion of an unnamed alley located in Colerain Twp. Sec. 31, T-7, R-3 and recorded in Cabinet B Slide 219-1 & 219-2 in the Records Office, a public road, the general route and termini of which Road are as follows:

Beginning at the intersection of Hall St. (T-454) and the Unnamed Alley going 215ft. in a South Western direction to the southwest corner of Parcel 03-00072.000 in the width of 14ft.

Said Board of County Commissioners has fixed the 13th day of March, 2019, at 12:00 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 20th day of March, 2019, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the Board of County Commissioners,
Belmont County, Ohio
Jayne Long /s/
Jayne Long, Clerk

ADV. TIMES LEADER (2) Mondays – March 4, 2019 and March 11, 2019

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE
AGREEMENT WITH ASCENT RESOURCES-UTICA, LLC/ENGINEERS**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into a Roadway Use Maintenance Agreement with Ascent Resources–Utica, LLC, effective February 27, 2019, for drilling activity at 1.27 miles of CR 114 (Fairview Road) at the Albert Well Site.

Note: Bond No. 1075003 for \$381,000 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 BELMONT COUNTY, a political subdivision, whose mailing address is 101 W. Main Street, Courthouse, St. Clairsville, OH 43950 (hereafter "Authority"), and Ascent Resources-Utica, LLC, whose address is 1000 Utica Way, Cambridge, OH 43725 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county roads within Kirkwood 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 Albert Well Site, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Albert Well Site (hereafter collectively referred to as "oil and gas development site") located in Kirkwood Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.27 miles of CR 114 (Fairview Rd) for the purpose of ingress to and egress from the Albert Well Site, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at Albert Well Site entrance (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 114 (Fairview Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at Old National Road (CR 40A) and ending at Albert Well Site Entrance. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 114 for any of its Drilling Activities hereunder.

2. Those portions of said roads 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 Township Trustees, 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.

3. 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.

4. 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.

5. Unless accepted 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 \$381,000 & 00/100 DOLLARS (\$ 100,000 .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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

13. 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.

14. Agreement shall be governed by the laws of the State of Ohio.

15. This Agreement shall be in effect on 2- 27, 2019.

Executed in duplicate on the dates set forth below.

By: Josh Meyer /s/
Commissioner

By: Jeff Beck /s/

By: Jerry Echemann /s/
Commissioner

Printed name: Jeff Beck

By: J. Dutton /s/
Commissioner

Company Name: Ascent Resources-Utica

By: Terry Lively /s/
County Engineer

Title: Field Superintendent-Road Infrastructure Management

Dated: 2-27-19

Dated: 2/14/19

Approved as to Form:
David K. Liberati /s/ Assist. PA
County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM DIGITAL DATA COMMUNICATIONS/COMMISSIONERS' OFFICE

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve Quote Number 801 from Digital Data Communications, Inc., in the amount of \$1,197.33 for one (1) Lenovo Thinkpad for the Belmont County Commissioners' office.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE OHIO EPA/DIVISION OF ENVIRONMENTAL & FINANCIAL ASSISTANCE WATER POLLUTION CONTROL LOAN FUND/WATER SUPPLY REVOLVING LOAN ACCOUNT NOMINATION FORM FOR WATER AND SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Ohio EPA/Division of Environmental & Financial Assistance Water Pollution Control Loan Fund/Water Supply Revolving Loan Account Nomination Form for the Belmont County Water and Sewer District for funding for their Asset Management Plan project.

Upon roll call the vote was as follows:

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

Mr. Meyer said this would be for a \$20,000 loan with \$10,000 principal forgiveness.

IN THE MATTER OF APPOINTING MEMBERS OF THE BOARD OF COMMISSIONERS TO THE TAX INCENTIVE REVIEW COUNCIL

Motion made by Mr. Meyer, seconded by Mr. Echemann to appoint the members of the Belmont County Board of Commissioners to the Tax Incentive Review Council.

Upon roll call the vote was as follows:

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

IN THE MATTER OF EXTENDING PROBATION FOR FRANCES ANDREWS, LPN/JAIL

Motion made by Mr. Meyer, seconded by Mr. Echemann to extend the probation for Frances Andrews, LPN for Belmont County Jail, for an additional 90 days to May 28, 2019.

Upon roll call the vote was as follows:

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

The Commissioners commended Deb Butler, Head Nurse, and the nursing staff at the jail for doing a fantastic job and delivering phenomenal care for the inmates. They are finding inefficiencies and reducing costs.

OPEN PUBLIC FORUM-Lea Harper, representative from a group opposed to the proposed ethane cracker plant, asked for an audience with the Commissioners to discuss concerns regarding the proposed cracker plant and announced an upcoming meeting on May 11 to talk about a better vision for the valley not tied to fossil fuel. She noted Belmont County is the most fracked county in Ohio. She said some concerns they have are pollution, illnesses and a great concern is the industry is so unregulated. She said the EPA is permitting so much and they don't have the ability to regulate and monitor it. Mrs. Harper said, "People that are involved in bringing the cracker plant here only talk about the upside, we also want to talk about the downside in the long term and what we can do to make an economic and environmental health to this valley better for the future." Mr. Meyer said, "The Board of Commissioners do not have any regulations or oversight over a lot of those things that take place. Most of that takes place through the state, whether it's the EPA or Ohio Department of Natural Resources." Mr. Dutton said they have attended both the water and air permit public meetings that were held in regards to the PTT project. Mr. Dutton said as far as regulations, the EPA, Department of Interior and ODNR are the entities regulating this industry and that is who Mrs. Harper should pose her questions to. He said the Board of Commissioners has no authority to change those matters. Mr. Dutton said as far as the other job opportunities that Ms. Harper mentioned, they are open to any and all job industry prospects in this county and are ready to talk to anyone that has any type of opinion in terms of what they think could be a benefit for the future economy of Belmont County. Doug Giffin, county resident, spoke in favor of the proposed cracker plant. He said, "A lot is closing in the valley, steel, hospitals, schools, and without the cracker plant or something of that nature, we won't survive in this valley."

9:30 Belmont Soil & Water Conservation District Re: Department Update

Present: Hannah Carpenter, Operations Manager and Liza Butler, Wildlife and Forestry Specialist. Ms. Carpenter said their goal is to educate and assist all people in the wise use of our natural resources. She said they are funded by the Belmont County Commissioners as well as partnerships with the Ohio Department of Agriculture and the Division of Wildlife. She noted Ohio is the only state that has a conservation district in every county and have been in Ohio for nearly 75 years. Ms. Carpenter said their goal for 2019 is building partnerships. They are pursuing a relationship with the Ohio Valley Mall and are assisting them in the planning of their summer day camp "Camp Marshmallow" which will encourage kids to get outdoors. They will be taught the basics of fishing, campfire safety and recycling. She added they are also partnering with the Belmont County Tourism Council in the planning of their annual Rubberneck Tour and have applied for a grant from the Tourism Council to improve the Fair Find It scavenger hunt which encourages attendance and exploration of the Belmont County Fair. Ms. Carpenter said they have recently formed the East Central Alliance with Guernsey, Monroe, Noble Soil and Water Conservation Districts, Ohio State University Extension and Ohio Department of Agriculture with a goal to educate landowners and promote the best management practices on their properties. She said they are the local sponsor for the Farmland Preservation Easements which is offered through the Ohio Department of Agriculture which offers landowners the CAUV value of their property to place an easement on their parcels that prohibits the subdivision of farmland. She added their plans for the Buckeye Hills RC&D funds are to plant pollinator plots throughout different towns in the county. They will be planting native species of flowers and grasses that help bring pollinators back to the area that help give us our food. They are working with J. B. Green Team on a grant to teach people the importance of recycling. They are also working on a partnership with Sargus Juvenile Detention Center to implement a composting program and a raised bed garden program and have been asked to teach programs there, said Ms. Carpenter.

Mr. Dutton asked about the Captina Watershed activities. Ms. Carpenter said they worked with the Division of Wildlife on crossings and hellbender huts were installed. She noted the importance of the hellbender species that only survive in pristine waters. Their numbers are increasing, she said. When asked about their conservations programs with farms, she said they partner with NRCS in Barnesville and they partner with landowners regarding best management practices. A representative of NRCS is in Soil & Water's office every Thursday and there are tons of opportunities for farmers.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:12 A. M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session pursuant to ORC 121.22(G)(5) Confidential Matters for the annual pre-audit conference with the State Auditors.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:17 A.M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 11:17 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN AT THIS TIME

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:17 A. M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:23 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 12:23 p.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-

**IN THE MATTER OF APPROVING THE TERMINATION
OF CARA DUNCAN, 911 DISPATCHER**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the termination of Cara Duncan, Belmont County 911 Dispatcher, effective February 28, 2019, and direct her supervisor to notify Ms. Duncan of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:53 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 12:53 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 6th day of March, 2019.

Josh Meyer /s/ _____

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Jerry Echemann /s/ _____

We, Josh Meyer and Jayne Long, 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.

Josh Meyer /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK