

St. Clairsville, Ohio

April 24, 2019

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 \$1,413,309.94

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:

S12 BELMONT COUNTY PORT AUTHORITY

FROM	TO	AMOUNT
E-9799-S012-S07.000 Professional Services	E-9799-S012-S05.000 Travel	\$1,500.00

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 April 24, 2019 meeting date:

A00 GENERAL FUND

E-0051-A001-A13.000	Postage	\$94.90
E-0051-A001-A51.000	Oil and Gas	\$8,832.97

E11 9-1-1 WIRELESS

E-2301-E011-E02.012	Equipment	\$4,059.18
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L01 SOIL CONSERVATION/BSWCD

E-1810-L001-L01.002	Salaries	\$10,300.00
E-1810-L001-L11.003	PERS	\$2,000.00
E-1810-L001-L14.000	Other Expenses	\$3,000.00

L05 WATERSHED COORDINATOR/BSWCD

E-1815-L005-L01.002	Salary	\$300.00
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O50 NOTE RET-2014 WATER SYSTEM IMP/BCSSD

E-9250-O050-O03.000	Issuance Fees	\$9,749.91
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O53 NOTE RET-SSD #2 FORCE MAIN/BCSSD

E-9253-O053-O03.000	Issuance Fees	\$9,954.94
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S55 TARGETED COMM ALTERN TO PRISON/ADULT PROBATION

E-1545-S055-S01.000	Grant Expenses	\$33,856.50
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SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000	Medical	\$656.08
E-0131-A006-A23.000	Background	\$18.00
E-0131-A006-A24.000	E-SORN	\$300.00
E-0131-A006-A26.000	K-9	\$200.00
E-0131-A006-A32.000	Warrant Fees	\$360.00
E-1652-B016-B02.000	DUI	\$50.00
E-5100-S000-S01.010	Commissary	\$20,953.21
E-5101-S001-S06.000	CCW License	\$2,010.00
E-5101-S001-S07.012	CCW Equipment	\$3,780.00
E-9710-U010-U06.000	Reserve	\$788.53

OAKVIEW JUVENILE REHABILITATION/VARIOUS

E-8010-S030-S63.000	General	\$16,740.00
E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$3,074.77
E-8012-S032-S00.000	Activity Fund	\$30.40

Upon roll call the vote was as follows:

Mr. Dutton	Yes
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/VETERANS-\$94.90 deposited into R-0050-A000-A45.500 Refunds & Reimbursements on 04/19/19.

OIL & GAS RECEIPTS APRIL 2019/GENERAL FUND-\$8,832.97 deposited into R-0050-A000-A02.500 Oil and Gas on various dates in April 2019.

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 April 24, 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:

HR DEPT.-Katie Bayness to Ravenna, OH, on April 26, 2019, to attend a meeting between CORSA Managing Director John Brownlee, CORSA Risk Manager Frank Hatfield and CLCCA Board Officers.

SARGUS-D.J. Watson, Heather Weekley and Steve Kovaly to Columbus, OH, on May 1-3, 2019, to attend the Ohio Juvenile Detention Director’s Association Spring Conference.

SENIORS-Mindi Baker to Triadelphia, WV, on May 21, 2019, for a senior outing to The Highlands. Daisy Braun to Elm Grove, WV, on May 21, 2019, for a senior outing to Mount DeChantal Krogers and Uncle Pete’s Restaurant. A county vehicle will be used for travel.

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 April 17, 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL FROM S.A COMUNALE CO., INC/ DJFS/FOX SHANNON BUILDING

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the proposal from S.A. Comunale Co., Inc., in the amount of \$976.00 for a five-year fire suppression test on the fire sprinkler system at the Department of Job and Family Services/Fox-Shannon building.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AMENDED VENDOR AGREEMENT WITH NATIONAL CHURCH RESIDENCES TO REFLECT NAME CHANGE TO NATIONAL CHURCH RESIDENCES TRANSPORTATION SERVICES, LLC

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the amended vendor agreement with National Church Residences to reflect their name change to National Church Residences Transportation Services, LLC, on behalf of Belmont County Department of Job and Family Services.

Note: All other terms of the agreement remain unchanged.

AMENDMENT TO VENDOR AGREEMENT WITH NCR FOUNDATION

This agreement is being amended for the following name change of said vendor from National Church Residences Foundation to National Church Residences Transportation Services, LLC. All other terms of this agreement remain unchanged. This amendment takes effect upon signature of all parties.

<u>Vince Gianangeli /s/</u>	<u>4-9-19</u>
Vince Gianangeli, Director	Date
<u>Peggy Hickenbottom /s/</u>	<u>4-8-19</u>
Peggy Hickenbottom	Date
<u>Josh Meyer /s/</u>	<u>4/24/19</u>
Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	<u>4/24/19</u>
Belmont County Commissioner	Date
<u>J. P. Dutton /s/</u>	<u>4/24/19</u>
Belmont County Commissioner	Date
Approved as to Form:	
<u>David K. Liberati /s/ Assist PA</u>	<u>4/24/19</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A VENDOR AGREEMENT WITH SHAHEEN LAW OFFICE/BCDJFS

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into a Vendor Agreement with Shaheen Law Office, on behalf of Belmont County Department of Job & Family Services, for the provision of Adult Protective Services-Legal Services effective May 1, 2019 through April 30, 2020 in the maximum amount of \$10,000.00.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES VENDOR AGREEMENT

This agreement to provide **Adult Protective Services – Legal Services** entered into this 1st day of **May, 2019** by and between the Belmont County Department of Job and Family Services, hereinafter referred to as “Department” and **Shaheen Law Office**, a provider of **Legal Services** hereinafter referred to as “Provider.” This agreement will be effective from **May 1, 2019** through **April 30, 2020** inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.

- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Right Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing the delivery of the service, including provision of insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$80.00 per Hour for 125 Unit hours of service.
- B. The maximum amount billable under this agreement is \$10,000.00
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient for whom services are provided may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 24th day of April.

<u>Vince Gianangeli /s/</u>	4-9-19	<u>Michael J. Shaheen /s/</u>	4/13/19
Department of Job and Family Services	Date	Michael J. Shaheen, Provider	Date

Belmont County Department of Job and Family Services
 68145 Hammond Rd.
 St. Clairsville, OH 43950
 (740) 695-1075

<u>Josh Meyer /s/</u>	4/24/19
Belmont County Commissioners	Date
<u>Jerry Echemann /s/</u>	4-24-19
Belmont County Commissioners	Date
<u>J. P. Dutton /s/</u>	4/24/19
Belmont County Commissioners	Date
As approved to form:	
<u>David K. Liberati /s/ Assist. P.A.</u>	4/24/19
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PROPOSAL FROM WORLD INTERNATIONAL TESTING, INC/WATER & SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the proposal from World International Testing, Inc., to provide Quality Assurance & Quality Control during the renovation of three (3) water storage tanks (2019 Water Tank Recoating project), in the amount of \$47,873.04, based upon the recommendation of Kelly Porter, Water & Sewer District Director.

Note: This will be paid out of the N-82 Fund.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH THE VAN WERT COUNTY BOARD OF COMMISSIONERS FOR HOUSING PRISONERS

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into a contract with the Van Wert County Board of Commissioners for the housing of Belmont County prisoners at a rate of \$45.00 per day, effective April 24, 2019.

CONTRACT FOR PRISONER HOUSING

This Agreement entered into by and between the **Board of County Commissioners, Van Wert County, Ohio**, (hereinafter referred to as "Van Wert County") and **Belmont County, Ohio, by and through its Board of County Commissioners** (hereinafter referred to as "Contractee") effective the 24th day of April, 2019;

WITNESSETH:

Whereas, Contractee is duly authorized to exercise, perform, render, or contract for jail services; and
Whereas, Contractee is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its prisoners; and
Whereas, Van Wert County and Contractee desire that Van Wert County provide jail services to Contractee and have Contractee's prisoners incarcerated and cared for in the Van Wert County Jail for such periods as may be directed by the Courts and/or Contractee; and
Whereas, the parties are duly authorized to enter into this agreement;

Now therefore, for the consideration hereinafter named, the parties hereto agree as follows:

1. **Parameters of Contract**
 This contract shall apply to all prisoners sentenced or pre-sentenced under the provisions of an ordinance of a municipality, a village, or a resolution of a political subdivision of the State of Ohio, or a law of the State of Ohio.
2. **Services Provided by Van Wert County**

Van Wert County will receive and care for, at the Van Wert County Jail, all prisoners committed by Contractee for such length of time as said prisoners respectively may be committed by the sentencing court of competent jurisdiction, subject to the provisions of this agreement. Acceptance of prisoners by Van Wert County is also subject to available space. No particular number of prisoners are deemed to be acceptable.

The care, control, custody and supervision of prisoners accepted by Van Wert County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of operation of the Van Wert County Jail as adopted by the Sheriff of Van Wert County, Ohio.

Upon delivery to the Van Wert County Jail by Contractee of its prisoners, along with proper commitment papers, Van Wert County shall accept and receive said prisoners for incarceration therein, provided however, that this agreement imposes no obligation upon Van Wert County to accept any or all such prisoners tendered by Contractee for incarceration in the Van Wert County Jail, when, at the discretion of the Sheriff of Van Wert County, or others (see Section 7 of this agreement for detail) for whatever reason, chooses not to do so. It shall be the obligation of Contractee to telephone or otherwise contact the Sheriff of Van Wert County, Ohio, before delivery of Contractee's prisoners to ascertain that the same will be accepted for incarceration within the Van Wert County Jail. Contractee will also notify Van Wert County of an estimated time of arrival.

3. **LIABILITY**

Contractee agrees that the liability and responsibility for the detention of Contractee's prisoners without commitment from a court shall be with the Contractee.

4. **COSTS, EXPENSES AND TRANSPORTATION TO AND FROM JAIL**

Persons imprisoned by Contractee or arrested and brought to the Van Wert County Jail for incarceration shall be escorted and transported by Contractee at Contractee's expense to the Van Wert County Jail.

In no event shall Van Wert County transport Contractee's prisoners outside Van Wert County Jurisdiction. When the destination of Contractee's prisoner transportation is outside Van Wert County, Contractee shall arrange, at Contractee's sole expense, transportation of said prisoner to and from the Van Wert County Jail.

5. **COST OF HOUSING**

Contractee shall pay to Van Wert County, for each person so confined in the Van Wert County Jail, the sum of \$45.00 per prisoner day during such confinement. "Prisoner day" is any one calendar day, or any part thereof, separately computed for each of Contractee's prisoners, during which said prisoner is actually subject to the care, control, custody, and supervision of the Sheriff of Van Wert County, Ohio, or any of his agents or employees.

Contractee shall reimburse Van Wert County for any and all damage to the Van Wert County Jail, its fixtures, appliances, equipment or other property owned by Van Wert County, whether intentionally or negligently caused by Contractee or Contractee's prisoners.

Contractee has no obligation to reimburse Van Wert County for ordinary wear and tear to Van Wert County's real and personal property.

Van Wert County Sheriff shall prepare and submit to Contractee, at least once a month, a statement specifying all obligations for payment required of Contractee hereunder. Contractee shall pay unto Van Wert County the amount specified in such statements.

6. **MEDICAL, DENTAL, HOSPITAL, DEATH COSTS OF PRISONERS**

Contractee shall pay all sums expended for or incurred in the name of Van Wert County for any and all medical, dental or hospital treatments (inpatient or outpatient) necessary for the care of Contractee's prisoner/prisoners while such prisoner or prisoners are in the custody and control of Van Wert County including, but not limited to, examinations, treatments, prescription medication, x-rays, laboratory work, physical therapy, testing and referrals to outside physicians, Mental Health Professionals or specialists.

In the event hospitalization is deemed necessary, Van Wert County shall notify Contractee when the fact is known or as soon thereafter as possible. If the prisoner(s) requires hospitalization under guard, they will be booked out of jail into the custody of Contractee, Contractee shall provide their own security. In the event the Contractee cannot provide security, the Contractee shall pay all costs associated with my Office providing security for the Contractee's inmate.

In case of the death of a prisoner, Van Wert County shall not be liable for any costs or expenses related to said death. Contractee shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

7. **HABEAS CORPUS COSTS**

All reasonable and necessary expenses incurred by Van Wert County in any habeas corpus proceedings for any of Contractee's prisoners shall be paid by Contractee unless otherwise paid by or at the instance of said prisoner. The Prosecuting Attorney of Contractee or such counsel Contractee may obtain shall provide legal counsel in such proceedings.

8. **RIGHT OF VAN WERT COUNTY TO REFUSE PRISONER**

Van Wert County reserves the right to reject any and all persons who, because of medical or mental health problems shows it is unsafe to incarcerate such persons. The Van Wert County Sheriff shall not commit prisoners suffering from any communicable, contagious, infectious or venereal disease. Should any prisoner committed by Contractee develop or contract any such disease while detained at the Van Wert County Jail, or having received any prisoner so affected, without knowledge thereof upon discovery of such condition in any prisoner thereafter, Van Wert County may refuse to keep such prisoners. Upon such refusal to keep said prisoner by Van Wert County, shall immediately notify Contractee or Contractee's Sheriff's Office and advised of same. Upon notification provided herein, Contractee shall, at its own expense, promptly remove or cause to be removed such prisoners from the Van Wert County Jail.

Van Wert County shall not receive or allow to remain any pregnant female prisoners in the Van Wert County Jail.

Van Wert County further reserves the right to reject or return any and all prisoners committed to the Van Wert County Jail, when, in the sole discretion of Van Wert County, the Van Wert County Sheriff, or his employees, agents, or assigns determine that the conditions of said Van Wert County Jail and its prisoners are subject to hazards about safety and therefore injurious to the well-being of any and/or all inmates confined.

9. **TERM OF AGREEMENT**

This agreement shall begin upon the date recited first herein and continue in force until ended by either party upon ninety (90) days written notice of its intent to end to the other party. Any termination of this agreement shall not affect the agreement of the parties as to prisoners incarcerated at the time notice of termination is presented to the other party.

10. **AGREEMENT BY CONTRACTEE TO ACCEPT RULES, REGULATION AND LAW**

Contractee agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Van Wert County Jail as prescribed by the Van Wert County Sheriff, Van Wert County Judges, the State of Ohio, or any other political subdivision having authority or empowered to make such rules, regulations, laws or Standards. All the above are open for inspection at the Van Wert County Jail.

11. **ENTIRE AGREEMENT**

This agreement represents the entire agreement between the parties and supersedes any and all prior verbal and written agreements concerning housing of prisoners between the parties.

12. **NO ASSIGNMENT**

This agreement cannot be assigned by either party without the express written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their official seals this 24th day of April, 2019.

Board of County Commissioners
Van Wert County, Ohio Belmont County, Ohio

Josh Meyer /s/

Jerry Echemann /s/

J. P. Dutton /s/

Sheriff of Van Wert County, Ohio
Approved:

David M. Lucas /s/

Sheriff of Belmont County, Ohio

Eva J. Yarger (0042061)

David K. Liberati /s/

David K. Liberati

Prosecuting Attorney of
Van Wert County, Ohio

Assistant Prosecuting Attorney of
Belmont County, Ohio

Upon roll call the vote was as follows:

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

Mr. Meyer said there is an overcrowding issue at the jail; this contract is for housing of female prisoners. For the last year Belmont County has been housing 20-25 male prisoners at the Jefferson County jail. He added they are looking at (contracting with) three other counties that are more local. This agreement is just to be used as a back-up.

**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 April 24, 2019, for drilling activity at 1.44 miles of CR 6 (Sharon Road) at the Smith Well Site.

Note: Bond not required per County Engineer Terry Lively. Ascent Resources will make upgrades to the road.

**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 Colerain 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 Smith Well Site, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Smith Well Site (hereafter collectively referred to as "oil and gas development site") located in Colerain Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.44 miles of CR 6 (Sharon Rd) for the purpose of ingress to and egress from the Smith Well Site, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at CR 6 (Sharon Rd) (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 6 (Sharon Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at SR 250 (Colerain Rd) and ending at Smith Well Site entrance. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 6 for any of its Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the 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 0 & 00/100 DOLLARS (\$ 0 .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 April 24, 2019.

Executed in duplicate on the dates set forth below.

Authority

By: Josh Meyer /s/

Commissioner

By: J. P. Dutton /s/

Commissioner

By: Jerry Echemann /s/

Commissioner

By: Terry Lively /s/

County Engineer

Dated: 4-24-19

Approved as to Form:

David K. Liberati /s/ Assist. PA

County Prosecutor

Upon roll call the vote was as follows:

Operator

By: Jeff Beck /s/

Printed name: Jeff Beck

Company Name: Ascent Resources-Utica

Title: Field Superintendent-Road Infrastructure Management

Dated: 4/17/19

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into a **Roadway Use Maintenance Agreement** with Blue Racer Midstream, LLC, effective April 24, 2019, for pipeline activity at 0.22 miles of CR 40A (Old National Road) and 0.09 miles of CR 114 (Fairview Road) at the Boyd Hall Pipeline.

Note: County wide Bond# 238281 for \$1,500,000 on file.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Blue Racer Midstream, LLC, whose address is 5949 Sherry Lane, Suite 1300, Dallas, Texas 75225 (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 right of way and field agreements, and intends to construct, operate, and maintain certain facilities named the Boyd Hall Pipeline Project, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the Boyd Hall Pipeline Project located in Kirkwood Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.22 miles of CR-40A (Old National Road) and 0.09 miles of CR-114 (Fairview Road), collectively, for the purpose of ingress to and egress from the pipeline facilities named the Boyd Hall Pipeline Project, for traffic necessary for the purpose of constructing the pipeline and pipeline facilities, (hereinafter referred to collectively as "Pipeline 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 Pipeline Activity; and

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

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

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

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

1. The portion of CR-40A (Old National Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of the said CR-40A (Old National Road) and CR-114 (Fairview Road) extending northeasterly and ending at that certain point at which the pipeline for the "Boyd Hall Pipeline Project" crosses underneath of the said CR-40A (Old National Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-40A (Old National Road) for any of its Pipeline Activities hereunder.

2. The portion of CR-114 (Fairview Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of the said CR-114 (Fairview Road) and CR-40A (Old National Road) extending south and ending at the intersection of the said CR-114 (Fairview Road) and Lough Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-114 (Old Fairview Road) for any of its Pipeline Activities hereunder.

3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by

the Operator’s engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator’s notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad’s discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator’s Pipeline Activity shall be identified and thereafter completed by the Operator, at Operator’s sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Routes, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Routes by Operator. The amount of the bond or surety shall be considered to be included in the County-wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route’s condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority’s oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator’s sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio’s Prevailing Wage Laws.

11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney’s fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator’s use of the roads pursuant to this Agreement. “The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority”.

12. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf for this specific agreement.

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

14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

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

16. This Agreement shall be in effect on April 24, 2019.

Authority

By: Josh Meyer /s/

Belmont County Commissioner

By: J. P. Dutton /s/

Belmont County Commissioner

By: Jerry Echemann /s/

Belmont County Commissioner

By: Terry Lively /s/

Belmont County Engineer

Dated: 4-24-19

Approved as to Form:

David K. Liberati /s/ Assist. PA

Belmont County Prosecutor

Dated: 4-24-19

Operator

By: Windale McCrary /s/

Printed Name: Windale McCrary

Title: Manager-Right of Way

Company: Blue Racer Midstream, LLC

Dated: 2/20/19

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING REQUEST FROM COLUMBIA GAS TRANSMISSION, LLC FOR RELEASE OF ROAD USE MAINTENANCE AGREEMENT

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the request from Columbia Gas Transmission, LLC, for the release of the Road Use Maintenance Agreement (RUMA) dated October 5, 2016, for the use of 1.0 miles of CR-78 (National Oco Road), based upon the recommendation of Terry Lively, Belmont County Engineer.

Note: Columbia Gas Transmission no longer needs to use the roadway for pipeline construction.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING RETIREMENT OF VINCE GIANANGELI, DIRECTOR OF BELMONT COUNTY JOB AND FAMILY SERVICES

April 24, 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to accept the retirement of Vince Gianangeli, Director of Belmont County Job and Family Services, effective April 30, 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE REHIRE OF VINCE GIANANGELI AS DIRECTOR OF BELMONT COUNTY JOB AND FAMILY SERVICES

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the rehire of Vince Gianangeli as Director of Belmont County Job and Family Services, effective May 1, 2019, at an annual salary of \$99,500.00.

Upon roll call the vote was as follows:

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

Mr. Meyer said the above two motion has been discussed over the last month or so. "I think we're blessed, as a county, to be able to retain the services of Director Gianangeli. He does a fantastic job for the county and he's a very valuable resource," said Mr. Meyer. He added Director Gianangeli's salary is not paid by the county, it is paid with federal and state dollars and he will be drawing from his retirement which he has put away for the last thirty-five years. Mr. Echemann said he hasn't known Vince for long, but from everything he can see he does an outstanding job and he represents the county well. He added he may have spent more time on considering how to vote if there was a cost to county tax payers. Mr. Dutton said he gave this a lot of thought over the last few weeks. He noted the public was notified and a public hearing was held and they were able to give comment. He said they did receive some comments and the ones he received were positive. "I did come into this with some reservations. I sometimes have a little concern about the potential of not providing opportunities for someone else to enter into that position and not changing leadership at certain points. I didn't think that was applicable here, Vince has only been in this position for five years which is a relatively short amount of time," said Mr. Dutton. He noted Vince's background with the State Auditor's office and his impressive resume in fiscal matters. Mr. Dutton said, "He is managing multiple pots of money, state and federal and some small local or outside funds, but mainly state and national funds. There are a lot of restrictions on how you use those funds and he is very efficient in how he maximizes those dollars, to the point he goes into agreements with other counties that if they have funds leftover in certain accounts that they are not able to utilize he can access those funds and maybe trade other funds that he has to maximize what Belmont County has at its disposal." Mr. Dutton said that is what he (Vince) tried to speak to a couple of weeks ago when he mentioned the balance in some of the accounts when he became Director and where those balances stand now. That is a result of his fiscal work making sure that Belmont County is in the best position that it can be. Mr. Dutton added Vince is very compassionate and truly cares about his work which is a great asset to his job. He said there are four agencies combined, Workforce Development, Child Support, Public Assistance and Children's Services. Mr. Dutton said the Job Fair, which is on the Workforce side, is being held next week. There will be over 100 companies displaying at the Job Fair. Last year the State of Ohio visited the Job Fair because it is one of the best run Job Fairs in the State of Ohio. Mr. Dutton said Belmont County is the fiscal agent for the Workforce Development Board Area 16 which includes Belmont, Jefferson, Harrison and Carroll Counties. Belmont County has received a perfect audit in the last three springs that Mr. Dutton has been here. He added the state average for child support for collections is just under 70%, we are just under 80% and we are 6th out of 88 counties in Ohio which is testament to the great work of that department. Mr. Dutton said Children Services does amazing work. Vince was personally involved in the worst child abuse case recently in Belmont County since he was head of Job and Family Services. The back to school clothing program for underprivileged children in Belmont County is another example of utilizing state and federal dollars to get the maximum amount available added Mr. Dutton. He said those are the facts he looked at when making his decision.

OPEN PUBLIC FORUM-Reverend Teresa Bobot spoke about a drag racing and speed limit problem on Barton Road. Mr. Meyer said she would need to talk to the County Engineer or if it's outside of the corporation limit they could notify the Sheriff of the situation. He said if part of the road is in the city limits it would fall under their jurisdiction. Mr. Meyer said they could make some calls.

Richard Hord inquired about the jail overcrowding. Mr. Meyer said they have been working in conjunction with the Sheriff and there also needs to be communication between the Sheriff, the Judges and the Prosecutor to help deal with some of the problem. He added the Sheriff is looking to have an assessment done to see what direction needs to be taken such as expanding the jail.

Richard Hord asked if it was common practice throughout the state to retire and rehire for the same position and asked if other county employees have the option. Mr. Meyer said from what he understands it is a common practice. Mr. Dutton said any future considerations will be on a case by case basis.

Frank Papini questioned if there is a standard fee for housing of prisoners. Mr. Meyer said they vary from \$45 to \$65 per day. Mr. Dutton said housing of prisoners is not cheap even in your own county.

Frank Papini speaking as President of Retired Steel Workers, said Job and Family Services took care of their people when they needed it most. He said if it wasn't for them when they were on strike people would have had a really hard time and he feels they made the right decision in keeping Vince.

Doug Giffin, a Colerain resident, invited all to the Annual Construction and Career Fair on May 2 being held at the White Palace. Fifteen different crafts will be there putting on demonstrations.

**9:30 Barb Ballint, Exec. Director, Belmont County Tourism Council, Inc.
Re: Quarterly Tourism Report**

IN THE MATTER OF QUARTERLY TOURISM REPORT FOR JANUARY, FEBRUARY AND MARCH 2019

Mrs. Ballint presented her report for the months of January, February and March 2019. She said Belmont County Tourism's goal is to represent Belmont County in the most positive light. Their mission is to promote and market Belmont County, the events and the attractions. An additional staff member, Brooke Robinson, was added to their office. She is the Digital Marketing Administrator who will be focusing on digital communications such as social media platforms. Mrs. Ballint said forty-three grants were awarded totaling over \$100,000.00 this year.

IN THE MATTER OF BID OPENING FOR ENGINEERS PROJECT 19-2 2019 CHIP SEAL PROGRAM

This being the day and 9:45 a.m. being the hour that bids was to be on file in the Engineers Project 19-2 2019 Chip Seal Program; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Youngblood Paving, Inc. 2516 Route 18 Wampum, PA 16157	X	\$334,145.50

Engineers Estimate: \$333,550.00

Present for opening: Terry Lively, Belmont County Engineer and Tim Mohny, Youngblood Paving.

Motion made by Mr. Meyer, seconded by Mr. Echemann to turn over all bids received for the Belmont County Engineer's Project 19-2 Chip Seal Program to County Engineer Terry Lively for review and recommendation.

April 24, 2019

Upon roll call the vote was as follows:

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

BREAK

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:00 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)(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 10:40 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 10:40 a.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:04 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 11:04 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 1st day of May, 2019.

Josh Meyer /s/ _____

Jerry Echemann /s/ _____ COUNTY COMMISSIONERS

J. P. Dutton /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