

St. Clairsville, Ohio

June 12, 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 \$1,301,071.47**

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**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0131-A006-A03.002 Jail Salaries	E-0131-A006-A25.000 Housing of Prisoners	\$19,435.00

**M67 ALTERNATIVE SCHOOL/JUVENILE COURT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0400-M067-M03.004 Workers Comp	E-0400-M067-M01.002 Salaries	\$1,200.00
E-0400-M067-M04.005 Medicare	E-0400-M067-M01.002 Salaries	\$400.00
E-0400-M067-M05.008 Insurances	E-0400-M067-M01.002 Salaries	\$2,500.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Echemann	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 June 12, 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:

**DJFS**-Vince Gianangeli to Lewis Center, OH, on June 27-28, 2019, to attend the PCSA Executive Membership meeting. Estimated expenses: 477.74.

**HR DEPT.**-Katie Bayness to Columbus, OH, on June 19, 2019, to attend the OHPELRA Board meeting. A county vehicle will be used for travel. Katie Bayness to Lancaster, OH, on June 21, 2019, to attend the OHPELRA Summer Conference.

**SENIORS**-Susan Hines to Washington, PA, on July 16, 2019, for a senior outing to Washington Mall. Susan Neavin to Pittsburgh, PA, on July 16, 2019, for a senior outing to Phipps Conservatory. County vehicles will be used for travel.

**SHERIFF'S**-Debra Butler to Columbus, OH, on June 19, 2019, to attend the Summer Ohio Correctional Health Service Administrators' meeting.

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 June 5, 2019.

Upon roll call the vote was as follows:

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

**Commissioner Meyer made the following announcement:**

The board will hold a Town Hall meeting on Thursday, June 13, 2019, at 6:00 p.m. at the Martins Ferry Library, 20 S. 5<sup>th</sup> Street, Martins Ferry, OH, 43935. Public input is welcome and citizens are encouraged to attend.

**IN THE MATTER OF APPROVING AND SIGNING THE NOTICE OF AWARD FOR SARGUS JUVENILE DETENTION CENTER ROOF REPLACEMENT PROJECT TO KALKREUTH ROOFING AND SHEET METAL**

June 12, 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Notice of Award for the Belmont County Sargus Juvenile Detention Center Roof Replacement project to the low bidder, Kalkreuth Roofing and Sheet Metal, in the amount of \$279,000, based upon the recommendation of Jeff Vaughn, Vaughn Coast & Vaughn, Inc.

**NOTICE OF AWARD**

To: Kalkreuth Roofing & Sheet Metal  
53-14<sup>th</sup> Street, Suite 100. P.O. Drawer 6399  
Wheeling, WV 26003

Project Description: Sargus Juvenile Detention Center

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids.

You are hereby notified that your Bid has been accepted for items in the amount of

**\$279,000.00**.

You are required to execute the Agreement and furnish the Insurance Certificate and other documents within fifteen days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Date this 12<sup>th</sup> day of June, 2019.

Belmont County Commission

Owner

By: Josh Meyer /s/

Jerry Echemann /s/

J. P. Dutton /s/

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged

By \_\_\_\_\_,  
this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Upon roll call the vote was as follows:

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

Mr. Meyer noted Sargus Juvenile Center is getting a grant from the state to help pay for the project.

**IN THE MATTER OF APPROVING THE CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN FOR MAXIMUS CONSULTING SERVICES, INC. FOR YEAR ENDING DECEMBER, 31, 2018**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President Josh Meyer to sign the **Certificate of County-Wide Cost Allocation Plan** for Maximus Consulting Services, Inc., for the year ending December 31, 2018.

*Note: Belmont County contracts with Maximus to prepare the cost allocation plan, which establishes the allowable costs that can be charged back to departments with funding sources outside the General Fund.*

**BELMONT COUNTY, OHIO  
CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN**

This is to certify that I have reviewed the cost allocation plan prepared by **MAXIMUS Inc.** and submitted herewith and to the best of my knowledge and belief:

All costs included in this proposal based on FY 2018 actual costs to establish cost allocations or billings for FY 2020 are allowable in accordance with the requirements of 2 CFR 200, (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*), and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently. Acceptance of this Cost Plan is contingent upon no material inaccuracies subsequently being found.

I declare that the foregoing is true and correct.

Signature Josh Meyer /s/  
Print Name Josh Meyer  
Title Belmont Co. Commission President  
Date of Execution 6-12-19

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE STATE HIGHWAY EMERGENCY REPAIR CONSENT AND PARTICIPATION LEGISLATION RESOLUTION FOR EMERGENCY PROJECT/ENGINEERS**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the State Highway Emergency Repair Consent and Participation Legislation resolution for the emergency project consisting of two landslide repairs on CR10 (Crabapple Road), PID No. 110723; BEL-CR10-8.17; Total estimated cost: \$ 226,875.00.

*Note: Federal funding sources will cover 100% of the total project cost up to August 5, 2019. After this date, federal funding drops to 80% with Belmont County responsible for the remaining 20%.*

**STATE HIGHWAY EMERGENCY REPAIR  
CONSENT AND PARTICIPATION LEGISLATION**

Ordinance/Resolution # : N/A

PID No. : 110723

County/Route/Section : BEL-CR10-8.17

The following is a/an Resolution enacted by the Belmont County Commissioners of Belmont County, Ohio, herein referred to as the Local Public Agency (Ordinance/Resolution) (Local Public Agency) LPA

**WHEREAS**, the (LPA/STATE) has determined the need for the described project:

*Landslide repair on BEL-CR10-8.17; 148' long drilled shaft retaining wall with associated pavement repairs.*  
and;

**WHEREAS**, the LPA concurs in that determination; and

**WHEREAS**, the Director of Transportation has determined a preliminary design concept for the project, and a preliminary cost estimate for the construction work, has identified a qualified and responsible construction contractor for this emergency project; has transmitted this information to the LPA; and is prepared to proceed with the Project; and

**WHEREAS**, the State has set aside Federal-aid funds for the financing this improvement from funds allocated by the Federal Highway Administration U.S. Department of Transportation for emergency highway repairs at One Hundred Per Cent (100%) participation on all costs incurred up to and including on August 5, 2019, with an understanding that participation in financing of all remaining costs incurred after that date through completion of the project by Federal-aid funds will be at Eighty Per Cent (80%), with the LPA participating in such remaining costs at Twenty Per Cent (20%); and

**WHEREAS**, the State has estimated that 50% of construction activities will be completed by August 5, 2019 assuming no changes in scope and no significant utility delays. This will leave an estimated 50% of all construction activities and construction inspection at the 80/20 split, with the LPA participating in such remaining costs at Twenty Per Cent (20%):

Funding Phase	Total Estimate	Estimate after 8/5/19	Estimated Local Share
Construction Contract (CO)	\$206,250.00	\$103,125.00	\$20,625.00
Construction Inspection (CE)	\$20,625.00	\$10,312.50	\$2,062.50
Total	\$226,875.00	\$113,437.50	<b>\$22,687.50</b>

; and

**WHEREAS**, based on the current cost estimate and schedule for the project, the LPA will not be required to deposit any funds at this time. The LPA's ultimate share of the cost will be determined by the date of construction completion; and

**WHEREAS**, the LPA is agreeable to cooperate with the Director of Transportation in the above described project; and

**WHEREAS**, the legislative authority of the LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

**NOW, THEREFORE**, be it resolved that:

**SECTION I – Project Description**

This emergency project description shall be as follows:

*Landslide repair on BEL-CR10-8.17; 148' long drilled shaft retaining wall with associated pavement repairs.*

**SECTION II – Consent Statement**

It being in the public interest, pursuant to R.C. 5501.03 and/or R.C. 5501.11, the Belmont County Commissioners of Belmont County, Ohio gives consent to the Director of Transportation to undertake and to complete the above described project.

**SECTION III – Cooperation Statement**

The LPA hereby agrees to cooperate with the Director of Transportation of the State of Ohio and to participate in all associated costs of the project including preliminary engineering, construction of the identified highway improvement project, together with costs of utility relocation reimbursement, if necessary, and right of way acquisition as needed; and grants consent to the Ohio Department of Transportation for its development and construction of the project in accordance with plans, specifications and estimates as approved by the Director.

The LPA shall participate and cooperate with the Director of Transportation in the above described project on the following basis:

**The State will apply Federal-aid funds for the financing this improvement from funds allocated by the Federal Highway Administration U.S. Department of Transportation for emergency highway repairs at One Hundred Per Cent (100%) participation on all costs incurred up to and including on August 5, 2019, with an understanding that participation in financing of all remaining costs incurred after that date through completion of the project by Federal-aid funds will be at Eighty Per Cent (80%), with the LPA participating in such remaining costs at Twenty Per Cent (20%); and**

**The State has estimated that 50% of construction will be completed by August 5, 2019 assuming no major changes in scope or significant utility delays, and assuming that this project gets approved as a “Type A” emergency contract; and**

**Therefore, at the time of this legislation and signature of the agreement provided herein, the LPA will not be required to deposit any funds. The LPA's ultimate share of the cost will be determined by the date of construction completion.**

*The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.*

*The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.*

**SECTION IV—Appropriation of funds**

It is not necessary at the present time to appropriate funds of the Belmont County Commissioners for construction of the improvement described above; however, when the final costs are adjusted or additional costs are incurred for change orders, the LPA will arrange for the appropriation of sufficient funds to cover payment of such items upon request and involve by requisition of the Director of Transportation.

**SECTION V—Request to Proceed**

The LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

**SECTION VI – Utilities and Right-of-Way Statement**

The LPA agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understands that right-of-way includes eligible utility costs.

The LPA agrees to be responsible for all utility accommodation, relocation and reimbursement and agrees that such accommodation, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

**SECTION VII – Maintenance**

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

**SECTION VIII- Authority to Sign**

The County Engineer of said Belmont County, Ohio is hereby empowered on behalf of the  
(Contractual Agent) (LPA)

Belmont County Commissioners to enter into contracts with ODOT pre-qualified consultants for the preliminary  
(LPA)

engineering phase of the Project, if necessary; and to enter into contracts with the Director of Transportation which may be necessary to complete the above described project.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract and if the LPA is involved in contracting with such consultant, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of such consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

**SECTION IX—Emergency action**

For the reasons stated in the preamble hereto, which is hereby made a part hereof, this Resolution is hereby declared to be an emergency measure to  
(Ordinance/Resolution)

expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

**CERTIFICATE OF COPY  
STATE OF OHIO**

Belmont County Commissioners of Belmont County, Ohio  
(LPA)

I, Jayne Long, as Clerk of the Belmont County Commissioners of Belmont County, Ohio, do hereby certify that  
(LPA)

the foregoing is a true and correct copy of Resolution  
(Ordinance/Resolution)

adopted by the legislative Authority of the said Belmont County Commissioners on the 12th day of  
(LPA)

June 12, 2019

June, 2019. That the publication of such Resolution has been made and certified of (Ordinance/Resolution) record according to Law; that no proceedings looking to a referendum upon such Resolution have (Ordinance/Resolution)

been taken; and that such and certificate of publication thereof are of record in (Ordinance/Resolution)

Volume 101, Page OF THE COUNTY COMMISSIONERS' JOURNAL. (Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this day of 2019.

Jayne Long /s/

(Clerk)

(SEAL)

Belmont County Commissioners of Belmont County, Ohio (if applicable)

(LPA)

The foregoing is accepted as a basis for proceeding with the project herein described. For the Belmont County Commissioners of Belmont County, Ohio.

(LPA)

Attested: Bonnie Zuzak /s/ Asst. Clerk

Terry Lively /s/ (Contractual Agent - County Engineer)

Date 6-7-19

For the State of Ohio

The foregoing is accepted as a basis for proceeding with the improvement herein described.

Attested:

(Director, Ohio Department of Transportation)

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE WITH ASCENT RESOURCES-UTICA, LLC

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and Ascent Resources - Utica, LLC, effective June 12, 2019, in the amount of \$5,750 per net leasehold acre for 10.175529 acres located in Colerain and Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$58,509.29.

PAID-UP

OIL & GAS LEASE

Lease No.

This Lease made this 12th day of June, 2019, by and between: The Belmont County Board of Commissioners, by Josh Meyer as President, Jerry Echemann as Vice-President, and J.P. Dutton as Commissioner, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and Ascent Resources - Utica, LLC an Oklahoma Limited Liability Company, whose address is P.O. Box 13678, Oklahoma City, OK 73113, hereinafter called "Lessee."

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

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

DESCRIPTION. The Leasehold is located in the Townships of Colerain and Richland, in the County of Belmont, in the State of Ohio, and described as follows:

- Township: 7; Range: 3; Section: 21; SW 1/4: Tax Parcel No.: Unknown (Includes all portions of State Route 250 in W.A. Negus Subdivision No. 4, Cabinet C, Slide 359), Containing 0.11 acres
Township: 7; Range: 3; Section: 21; SW 1/4: Tax Parcel No.: Unknown (Includes all portions of State Route 250 in W.A. Negus Subdivision No. 5, Cabinet C, Slide 371), Containing 0.131 acres
Township: 7; Range: 3; Section: 21; SW 1/4: Tax Parcel No.: Unknown (Includes all portions of State Route 250 in W.A. Negus Subdivision No. 8, Cabinet C, Slide 385), Containing 0.09 acres
Township: 7; Range: 3; Section: 21; SW 1/4: Tax Parcel No.: Unknown (Includes all portions of State Route 250 in W.A. Negus Subdivision No. 6, Cabinet C, Slide 375), Containing 0.151 acres
Township: 7; Range: 3; Section: 21; SW 1/4: Tax Parcel No.: Unknown (Includes all portions of Mercer Road in W.A. Negus Subdivision No. 3, Cabinet C, Slide 342), Containing 0.072 acres
Township: 7; Range: 3; Section: 13; NW & SW 1/4: Tax Parcel No.: Unknown (Includes all portions of Sharon Road in Walter E. Pratt Subdivision, Cabinet C, Slide 278), Containing 0.21 acres
Township: 7; Range: 3; Section: 13; SW 1/4: Tax Parcel No.: Unknown (Includes all portions of Sharon Road in Postlewait Subdivision, Cabinet C, Slide 127), Containing 0.4892 acres
Township: 7; Range: 3; Section: 13; SW 1/4: Tax Parcel No.: Unknown (Includes all portions of Sharon Road in Hunting Lodge Subdivision, Cabinet C, Slide 386), Containing 0.803 acres
Township: 6; Range: 3; Section: 18; NW 1/4: Tax Parcel No.: Unknown (Includes all portions of Sharon Road in Farmington Park Subdivision, Cabinet D, Slide 366), Containing 0.2967 acres
Township: 7; Range: 3; Section: 14; SE 1/4: Tax Parcel No.: Unknown (Includes all portions of Sharon Road in Pine Hollow Estates, Cabinet C, Slide 208), Containing 0.00074 acres
Township: 7; Range: 3; Sections: 19 (NE 1/4) & 20 (SE 1/4): Tax Parcel No.: Unknown (Includes all portions of Barton Road in Highland Park Estates Phase II, Cabinet E, Slide 359), Containing 0.05 acres
Township: 7; Range: 3; Section: 19; NE 1/4: Tax Parcel No.: Unknown (Includes all portions of Barton Road in Highland Park Estates Phase III, Cabinet E, Slide 389), Containing 0.729 acres
Township: 6; Range: 3; Section: 17; NE 1/4: Tax Parcel No.: Unknown (Includes all portions of County Road 18 in Clover Hill Subdivision, Cabinet E, Slide 222 and Cabinet E, Slide 233), Containing 0.184 acres
Township: 6; Range: 3; Section: 11; NW 1/4: Tax Parcel No.: Unknown (Includes all portions of County Road 18 in Krob Lane, Cabinet E, Slide 261), Containing 0.025 acres
Township: 6; Range: 3; Section: 12; NW 1/4: Tax Parcel No.: Unknown (Includes all portions of Santos Drive and State Route 250 in Teteris Place, Cabinet D, Slide 296), Containing 0.478 acres

Township: 7; Range: 3; Section: 13; NE ¼: Tax Parcel No.: Unknown (Includes all streets and alleys in Plat of Colerain, Cabinet B, Slide 296, and Cope's Addition to Colerain, Cabinet B, Slide 297), Containing 0.933889 acres

Township: 6; Range: 3; Section: 10; NW & NE ¼: Tax Parcel No.: Unknown (Includes all portions of Clearview Acres Road, Chermont Road and Scenic Drive in Clearview Acres Subdivision, Cabinet A, Slide 9-10, and Cabinet E, Slide 79), Containing 4.188 acres

Township: 7; Range: 3; Section: 14; SW ¼: Tax Parcel No.: Unknown (Includes all portions of State Route 250 in White Subdivision No. 1, Cabinet C, Slide 319), Containing 0.062 acres

Township: 7; Range: 4; Section: 8; SW ¼: Tax Parcel No.: Unknown (Includes all portions of Ault Drive in Henderson Hills 1st Addition, Cabinet E, Slide 193, Henderson Hills 2nd Addition, Cabinet E, Slide 208, and Henderson Hills 3rd Addition, Cabinet E, Slide 252), Containing 1.172 acres

**See attached Exhibit "B" attached hereto and made a part hereof.**

and described for the purposes of this agreement as containing a total of 10.175529 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

**LEASE TERM.** This Lease shall remain in force for a primary term of **Five (5)** years from 12:00 A.M. June 12, 2019 (effective date) to 11:59 P.M. June 11, 2024 (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

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

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

**NO AUTOMATIC TERMINATION OR FORFEITURE.**

(A) **CONSTRUCTION OF LEASE:** The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

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

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

(A) **DELAY RENTAL:** To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. **The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.**

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

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

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

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

(F) **MANNER OF PAYMENT:** Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or



any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

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

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

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

(J) CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

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

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

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

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

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

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

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

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

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

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

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

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

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

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

**SUCCESSORS.** All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

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

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

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

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

**The Belmont County Board of Commissioners**

*Josh Meyer /s/*

**By: Josh Meyer, President**

*Jerry Echemann /s/*

**By: Jerry Echemann, Vice-President**

*J. P. Dutton /s/*

**By: J.P. Dutton, Commissioner**

#### EXHIBIT “A”

This Exhibit “A” is attached to and made a part of that certain Oil and Gas Lease dated June 12, 2019, by and between **The Belmont County Board of Commissioners, by Josh Meyer as President, Jerry Echemann as Vice-President, and J.P. Dutton as Commissioner**, as Lessor(s), and **Ascent Resources – Utica, LLC** an **Oklahoma Limited Liability Company**, as Lessee (“Lease”), to wit:

In the event of a conflict between the terms of this Exhibit “A” and the terms of the printed form to which it is attached, the terms of this Exhibit “A” shall control.

1. **Leasehold Identification** This Lease only covers the specific parcels described and identified in the Lease and does not include any adjacent or contiguous parcels, in which Lessor has or may claim an ownership interest. Any acreage discrepancies may be resolved by survey. If a survey or an examination of real property records should reveal the existence of additional acreage within the parcels identified in the Lease, the Lease will include such acreage and Lessee shall pay Lessor a bonus payment thereon.
2. **Title Curative** Lessor agrees, at no cost to Lessor, to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.
3. **Hazardous Materials** Lessee shall not use, dispose of or release on the Leasehold or permit to exist or to be used, disposed of or released on the Leasehold as a result of its operations any substances (other than those Lessee has been licensed or permitted by applicable public authorities to use on the Leasehold) which are defined as “hazardous materials,” “toxic substances” or “solid wastes” in federal, state or local laws, statutes or ordinances. Should any pollutant, hazardous material, toxic substances, contaminated waste or solid waste be accidentally released on the Leasehold, Lessee shall notify Lessor immediately after notifying the applicable governmental body of such event. Lessee shall be responsible for and timely pay all costs of clean-up, remediation, and other costs related to and arising from the event, including but not limited to penalties.
4. **Water & Waste** Lessee shall not use surface or subsurface water from the Leased Premises. Lessee shall not dispose of any waste materials or waste water on or below the surface of the Leased Premises or any lands unitized therewith. Lessee shall take prompt action as may be reasonably required to remedy any contamination, pollution, or loss of water arising out of Lessee's operations, including any contamination of Lessor's spring and/or well water. In addition to any other remedies or damages, to which it may be entitled, Lessor may recover the cost of extending a water service line, including any tap or connection fee, from Lessor's residence to the public utility water main presently serving or later extended to serve the area where the Leased Premises is located.
5. **No Surface Rights** Lessor does not grant and Lessee does not acquire any surface rights. Lessee shall not conduct any Surface Operations on, or use the surface of, the Leased Premises except where and as agreed to in a separate, written agreement signed by the parties. Surface Operations shall include by way of example and not of limitation any use of the Leased Premises for a well site, staging area, surface or subsurface waterlines, surface or subsurface pipelines, roads, water impoundments, telephone, electric power lines, structures, machinery, gates, meters, regulators, tools, appliances, materials and other equipment, or as a site for

equipment, tanks, tank batteries, separators, compressors, dehydrators, gas treatment facilities, processing facilities, or other facilities.

6. **No Warranty** This Lease is made without covenant or warranty of title of any kind whatsoever, express or implied. Lessee accepts all rights and interests granted herein "AS IS" without warranty of any kind, subject to all title exceptions and any third-party rights, interests, and claims, of which the Lessee has actual or record notice. All warranties, express and implied, including all warranties of title and quiet enjoyment, are disclaimed. With respect to payments made, Lessee shall have no recourse against the Lessor in the event of any failure of, or defect in, title, nor shall any of the upfront, bonus consideration or any paid royalties be refunded to Lessee. All payments are made at Lessee's risk. Lessee shall have no right to recoup overpayments or offset overpayments against future payments. Lessee shall have no right to reduce payments to Lessor due to a claim or cloud on title unless and until the claim has been determined by final decree of a court of competent jurisdiction or final settlement.
7. **No Storage Rights or Disposal Wells** Lessee and Lessor covenant and agree as follows: Lessee shall not use the leased premises (i) for the storage of natural gas, (ii) for carbon sequestration purposes, or (iii) for the disposal of waste material. The Lessor does not grant and Lessee does not acquire any rights to include any part of the leased premises in any underground gas storage reservoirs, and Lessee shall have no rights to intentionally inject gas, whether the source is from the leased premises or other lands, into any strata or formation underlying the leased premises as storage for future extraction, use, or sale. Lessor does not grant and Lessee does not acquire any right to (i) drill a disposal well of any kind or (ii) use any portion Leased Premises for the disposal of any type of foreign matter or material or any drainage, saltwater, brine, or waste, including without limitation any industrial, municipal, hazardous, or radioactive waste.
8. **Compliance** Lessee's operations on said land shall comply with all applicable federal and state regulations.
9. **Insurance** Lessee shall take out and maintain throughout the term of this Lease insurance of the following type and amounts:
  - (A) Workers Compensations Insurance in the form prescribed by laws of the state of Ohio for all Lessees' employees, or other labor employed by the Lessee.
  - (B) General Liability Insurance (Bodily Injury and Property Damage) having minimum limits of \$1,000,000 per occurrence/\$10,000 annual aggregate for bodily injury and property damage. Such insurance shall include products/completed operations and personal injury for all work performed on the Leased Premises. An additional liability umbrella policy shall be required for additional \$5,000,000 in coverage.
  - (C) Automobile Vehicle Liability Coverage covering all owned, non-owned, hired and rented automotive equipment used in the performance of work on Leasehold. It shall be an amount not less than \$1,000,000 on a combined single limit basis for bodily injury and property damage liability.

Upon written request by Lessor, Lessee shall provide Lessor with a certificate of insurance evidencing the insurance described above.

10. **Indemnity** Lessee agrees it will protect and save and keep Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whomsoever or whatsoever arising out of or caused by any negligence of the Lessee or those holding under Lessee. Furthermore, notwithstanding anything to the contrary, Lessee shall not be obligated to indemnify Lessor to the extent any claims are the result of Lessor's negligence or intentional misconduct.
11. **Shut-In Clause** If after expiration of the Primary Term, production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the leased premises or lands pooled/unitized therewith, Lessee shall thereafter, as royalty for constructive production, pay an annual Shut-In Royalty in the amount of Twenty-Five Dollars (\$25) per net mineral acre until such time as production is reestablished (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. During any shut-in period, Lessee shall have the right to rework, stimulate, or deepen a well on leased premises or to drill a new well on the leased premises in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the leased premises is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of royalty or Shut-in Royalty; however this lease may be released if such well remains Shut-In for a period of more than thirty-six (36) consecutive months or a cumulative total of sixty (60) months. If said Shut-In limitations are not reached within ten (10) years from the expiration of the primary term, then said limitations are to reset, in which another ten (10) year period would begin, in which said limitations would apply for that period.
12. **Prudent Operator** Lessee will conduct all operations as a prudent operator; and will attempt to secure a market for production from a well.
13. **Horizontal Pugh Clause** In the event any pool of leases or unit is created by the Lessee, or its successors or assigns, which includes all or a part of the Leasehold, this Lease shall expire upon the expiration of the primary term of this Lease or any extension thereof, insofar, but only insofar, as to any lands comprising the Leasehold that are not included in one or more of such pools or units. Specifically, this Lease shall automatically terminate after the expiration of the primary term or extension thereof insofar as to all acres in the Leasehold not then contained within a pooled unit unless otherwise maintained by the provisions of this Lease. Upon request by Lessor, Lessee shall execute a release of this Lease as to such acreage released under this horizontal Pugh clause.
14. **Vertical Pugh Clause** Despite anything to the contrary set forth in this Lease, at the end of the primary term of this Lease, or any extension or continuation thereof, this Lease shall terminate as to the lands covered by this Lease, insofar, but only insofar, as to all strata, depths, and horizons which are below 200 feet below the stratigraphic equivalent of the base of the deepest formation from which production of oil or gas (including other hydrocarbon substances and related gases) in paying quantities is then being maintained (or in the case of a shut-in well, can be maintained pursuant to the terms and provisions of this Lease) from a well drilled on, under or through the lands covered by this Lease or any lands pooled or unitized therewith.
15. The Lease term shall be subject to Ohio Revised Code 307.11 as may be modified or amended.

Upon roll call the vote was as follows:

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



**IN THE MATTER OF ENTERING INTO THE SUBSIDY GRANT AGREEMENT FOR  
COMMUNITY-BASED NON-RESIDENTIAL CORRECTIONS PROGRAMS WITH  
THE OH. DEPT. OF REHABILITATION AND CORRECTION/ADULT PROBATION**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into the *Subsidy Grant Agreement for Community-Based Non-Residential Corrections Programs* with the Ohio Department of Rehabilitation and Correction, on behalf of the Belmont County Adult Probation Office, for fiscal years 2020 and 2021 in an amount not to exceed \$188,560 for the following program:

<u>Program Name</u>	<u>Application Identifier</u>
Pretrial	408-PT-2020/21-App-BelmCPAPD-00178

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION**  
*SUBSIDY GRANT AGREEMENT FOR 408*  
*COMMUNITY-BASED NON-RESIDENTIAL*  
*CORRECTIONS PROGRAMS*

THIS SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS NON-RESIDENTIAL PROGRAMS (hereinafter referred to as this Agreement) pursuant to authority in Sections 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), located at 4545 Fisher Road Suite D, Columbus, Ohio 43228 and Belmont County (hereinafter referred to as Grantee), located at 103 North Market St., St. Clairsville, Ohio, 43950. The Grantor and the Grantee are collectively known as the Parties and separately known as the Party.

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

**NOW, THEREFORE,** in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

**1. Funds:** The Grantor awards to the Grantee the sum of up to One Hundred and Eighty-Eight Thousand Five Hundred and Sixty dollars (\$188,560.00) (hereinafter referred to as Funds), to be paid in eight equal installments of \$23,570.00, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The program's tax identification number is 55-0665104. Grantee's total expenditures shall not exceed the Funds.

This Agreement is for the following programs:

<u>Program Name</u>	<u>Application Identifier</u>	<u>Amount</u>
Pretrial	408-PT-2020/21-App-BelmCPAPD-0 0178	\$188,560

If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:

- A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of RC 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS).
  - B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the ORAS.
2. **Term:** This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2021. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application in response to Grantor's Community Correction Act Grant. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
  3. **Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed Community based Non-Residential Felony Programs subsidy (408) budget amount for Fiscal Years 2020 and 2021. The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's application. The modified Funds shall be determined within the Grantor's sole discretion.
  4. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's application (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant which are incorporated herein by reference, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The Grantor's comprehensive plan is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change, or such reduction is approved, the Grantor may make appropriate changes in the Funds.
  5. **Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with paragraph (F) of rule 5120:1-5-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

6. **Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.
7. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Deputy Director of Parole and Community Services for dispute resolution.
8. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.
9. **Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for Program Services. Grant funding shall be expended for Program Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue Funds to the Grantee, pursuant to the process set forth in paragraph (D) of OAC rule 5120:1-5-07.
10. **Program Evaluation:** Pursuant to RC 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
  - A. Statistical records in the format and frequency as established by the Grantor. To determine if the Program Services are achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor intake, and termination data for each offender placed into its Program Services. The Grantee shall maintain internet access for data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake, termination, and reassessment data at time intervals determined by the Grantor. This section does not apply to PSI services, if applicable.
  - B. Quarterly Financial Reports and a Year-end Financial report. The quarterly reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph (C) of OAC rule 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The year-end report shall describe the achievements of the Program Services and is due by September 30th, 2021 (FY '21).

C. Four (4) performance reports shall be completed by the Grantee according to the below schedule which indicate the Grantee's performance of Program Services specific to established outcome goals. The Grantee's level of achievement of those goals at the end of each performance period is a factor in determining if the Grantor will renew this Agreement in the next grant cycle.

- |   |                             |
|---|-----------------------------|
| a. Period One - July 1, 2019 to December 31, 2019   | Due Date - January 31, 2020 |
| b. Period Two - January 1, 2020 to June 30, 2020    | Due Date - July 31, 2020    |
| c. Period Three - July 1, 2020 to December 31, 2020 | Due Date - January 31, 2021 |
| d. Period Four - January 1, 2021 to March 31, 2021  | Due Date - April 30, 2021   |

The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

**11. Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio, particularly RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

- A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantee's grant application; or
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than sixty (60) days, prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval.

**12. Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.



Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

13. **Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Chief of the Bureau of Community Sanctions.
14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
15. **Standards:** The Grantee shall comply with the laws and rules for subsidy awards to municipal corporations and counties as set forth in RC 5149.31, RC 5149.36, and OAC rule 5120:1- 5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision, probation deviation cap shall be ten percent during the term of this Agreement, and if said cap is impermissibly exceeded then Funds shall be reduced.
16. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the "Community Based Correction Act Program Grant Approval" letter that such Funds are available to Grantee.
17. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
19. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.

20. **Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
21. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
22. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
23. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
24. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
25. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
26. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
27. **Execution:** This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli  
Christopher Galli, Chief  
Bureau of Community Sanctions

Cynthia Mausser  
Cynthia Mausser  
Deputy Director of Parole & Community Services

FOR THE GRANTEE (Commissioners, County Executive or Mayor/City Manager):

[Signature] 6/12/19  
County Commissioner Date

\_\_\_\_\_  
County Executive Date

Jerry Echemann 6.12.19  
County Commissioner Date

DPQA 6/12/19  
County Commissioner Date

\_\_\_\_\_  
Mayor/City Manager Date

APPROVED AS TO FORM:

[Signature] agent PA.  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PURCHASE OF 2019 TRANSIT VAN FOR AUDITOR'S WEIGHTS & MEASURES OFFICE**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the purchase of a 2019 Transit Van from Doan Ford, for an approximate cost of \$40,000, for the Belmont County Auditor's Weights & Measures office. This upgraded vehicle is necessary to meet code. Note: This will be a replacement vehicle and will be purchased with General Fund Auditor's Equipment line monies. The old van will be given to the Belmont County Commissioners for use by the Records' Department.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION**

**OF JEREMY SCHMIDT AS FULL-TIME EQUIPMENT OPERATOR WATER & SEWER DISTRICT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to accept the resignation of Jeremy Schmidt as full-time Equipment Operator at the Belmont County Water & Sewer District, effective June 21, 2019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF BID OPENING FOR ENGINEER'S PROJECT 19-3 BEL-CR5-7.20 & BEL-CR86-12.53 SLIDE REPAIR**

This being the day and 9:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Engineers Project 19-3 BEL-CR5-7.20 & BEL-CR86-12.53 SLIDE REPAIR they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Alan Stone Co., Inc. 1324 Ellis Run Road Cutler, Ohio 45724	X	\$469,185.00
Shelly & Sands 1731 Old State Rte. 7 Rayland, Ohio 43943	X	\$433,736.30
OH-WV Excavating P O Box 128 Powhatan Point, Ohio 43942	X	\$386,239.00

Engineers Estimate: \$432,555.00

Present for the bid opening: Dan Boltz, Belmont County Assistant Engineer, Sam Haverty, Shelly & Sands and Anthony Ridgeway, Alan Stone Co.

Motion made by Mr. Meyer, seconded by Mr. Echemann to turn over all bids received for the Belmont County Engineer's **Project 19-3 BEL-CR5-7.20 (PW#119) & BEL-CR86-12.53 (PW#147) SLIDE REPAIR** to County Engineer Terry Lively for review and recommendation.

*(Note: This is a FEMA project to repair embankment failures on CR 5 (Ramsay Ridge Rd) and CR 86 (Pleasant Ridge Rd).*

Upon roll call the vote was as follows:

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

**BREAK**

**9:45 Subdivision Hearing-Orchard Lane (Private Road)**

Present: Will Eddy, Drafting Technician II. Mr. Eddy reviewed maps of the area. He said a private road is being created due to the property being split. He added as far as he knows there is no plan of it ever becoming a public road.

**IN THE MATTER OF FINAL PLAT APPROVAL OF ORCHARD LANE (PRIVATE ROAD) WARREN TOWNSHIP SEC. 9, T-8, R-6**

**"Hearing Had 9:30 A.M."**

**"FINAL PLAT APPROVAL"  
O.R.C. 711.05**

Motion made by Mr. Meyer to grant the final plat for the following:

**RESOLUTION**

**WHEREAS**, this day there was presented to the Board for approval of the Final Plat for dedication of Orchard Lane (Private Road), Warren Township Sec. 9, T-8, R-6, which appears to be regular in form and approved by the proper parties;

**THEREFORE**, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Echemann seconded the motion and upon roll call the vote was as follows:

Mr. Meyer	<u>Yes</u>
Mr. Echemann	<u>Yes</u>
Mr. Dutton	<u>Yes</u>

**10:00 Public Hearing-Proposed Road Name Change-Cook Road**

Present: Will Eddy, Drafting Technician, Ed Good, Mead Township Trustee and Ian Thornton, Petitioner. Mr. Eddy explained Cook Road is located in three townships. He added each township needed to send a letter stating they approve of the change and the letters were received. Mr. Eddy also checked with 911 addressing to make sure the name was not already taken. He reviewed maps of the area and said it is a dead-end road with one house on it. Mr. Good said Ian Thornton had approached the Mead Township Trustees some time ago when he moved back to the area. Mr. Good said Mr. Thornton's father had purchased the property in 1962. He passed away and this is his son's way of honoring him. Mr. Thornton said he appreciated everyone's help in honoring his dad.

**IN THE MATTER OF ADOPTING THE RESOLUTION TO CHANGE THE NAME OF COOK ROAD (T-128) TO THORNTON LANE/WASHINGTON TOWNSHIP, SEC. 6, T-5, R-4, SMITH TOWNSHIP, SEC. 1, T-6, R-4 & MEAD TOWNSHIP, SEC. 31 & 36, T-5, R-3**

Motion made by Commissioner Meyer seconded by Commissioner Echemann to adopt the following:

**RESOLUTION TO CHANGE THE NAME OF COOK ROAD (T-128) TO THORNTON LANE/WASHINGTON TOWNSHIP SEC 6, T-5, R-4, SMITH TOWNSHIP, SEC. 1, T-6, R-4 & MEAD TOWNSHIP, SEC. 31 & 36, T-5, R-3**

**WHEREAS**, a resident has submitted a request to change the name of Cook Road (T-128) to Thornton Lane; and

**WHEREAS**, the Board of County Commissioners are empowered under Ohio Revised Code Section 5541.04 to change the name of a county or township road upon hearing and upon being satisfied that there is good cause for such and that it will not be detrimental to the general interest, and;

**WHEREAS**, a public hearing has been held on June 12, 2019, to determine sufficient merit and all parties are in agreement with the proposed road name change to officially establish and record the road name for Cook Road (T-128), and;

**NOW, THEREFORE BE IT RESOLVED**, the Belmont County Board of Commissioners declare that pursuant to Ohio Revised Code **5541.04**, the name of Cook Road (T-128), located in Washington Township, Sec. 6, T-5, R-4, Smith Township, Sec. 1, T-6, R-4 & Mead Township, Sec. 31 & 36, T-5, R-3, shall be changed to Thornton Lane, based upon the recommendation of Belmont County Engineer Terry Lively.

Upon roll call the vote was as follows:

June 12, 2019

Mr. Meyer	<u>Yes</u>
Mr. Echemann	<u>Yes</u>
Mr. Dutton	<u>Yes</u>

Adopted this 12<sup>th</sup> day of June, 2019.

BELMONT COUNTY BOARD OF COMMISSIONERS  
Josh Meyer /s/  
Josh Meyer, President  
Jerry Echemann  
Jerry Echemann, Vice-President  
J. P. Dutton /s/  
J. P. Dutton

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:16 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, employment and discipline of public employees.

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
Mr. Echemann	Yes
Mr. Dutton	Yes

**AS A RESULT OF EXECUTIVE SESSION-**

**IN THE MATTER OF APPOINTING BRIAN D. BUTCHER AS  
SPECIAL COUNSEL IN A STATE PERSONNEL BOARD OF REVIEW APPEAL**

Motion made by Mr. Meyer, seconded by Mr. Echemann to appoint Brian D. Butcher, pursuant to ORC 309.09(C), as special counsel to assist the Board of Commissioners in the appeal of Teresa Fogle before the State Personnel Board of Review; the rate for legal services to be \$165 per hour plus reasonable and necessary expenses, and mileage being at the IRS rate at the time the mileage is incurred.

Upon roll call the vote was as follows:

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



June 12, 2019

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 12:02 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 12:02 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 19<sup>th</sup> day of June, 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