St. Clairsville, Ohio

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 Bonnie Zuzak, Assistant Clerk of the Board.

<u>MEETINGS ARE NOW BEING RECORDED</u> <u>ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS</u> <u>PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.</u>

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 \$79,998.83

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-Mike Schlanz to Columbus, OH, on January 8, 2020, to attend the Workforce meeting. A county vehicle will be used for travel. Estimated expenses: \$15.00. Vince Gianangeli to New Philadelphia, OH, on January 10, 2020, to attend the East Central Ohio Directors" Association meeting. Estimated expenses: \$131.00. Vince Gianangeli to Columbus, OH, on January 14, 2020, to attend the OJFSDA Fiscal Committee meeting. Estimated expenses: \$164.20. Vince Gianangeli to Coshocton, OH, on February 4, 2020, to attend the East Central Ohio Directors' Association meeting. Estimated expenses: \$96.20. Vince Gianangeli to Columbus, OH, on February 14, 2020, to attend the General Session & Luncheon. Estimated expenses: \$323.40. Vince Gianangeli, to Newark, OH, on March 3, 2020, to attend the East Central Ohio Directors' Association meeting. Estimated expenses: \$125.20. Vince Gianangeli to Columbus, OH, on March 31, 2020, to attend the OJFSDA Fiscal Committee meeting. Estimated expenses: \$164.20. Vince Gianangeli to Zanesville, OH, on April 7, 2020, to attend the East Central Ohio Directors' Association meeting. Estimated expenses: \$90.40. Vince Gianangeli to Columbus, OH, on May 13-15, 2020, to attend the OJFSDA General Session & Directors' Conference. Estimated expenses: \$557.60. Vince Gianangeli to Ashland, OH, on June 2, 2020, to attend the East Central Ohio Directors' Association meeting. Estimated expenses: \$139.12. Vince Gianangeli to Cadiz, OH, on July 7, 2020, to attend the East Central Ohio Directors' Association meeting. Estimated expenses: \$38.20. Vince Gianangeli to Columbus, OH, on July 21, 2020, to attend the OJFSDA Fiscal Committee meeting. Estimated expenses: \$164.20. Vince Gianangeli to Columbus, OH, on September 1, 2020, to attend the East Central Ohio Directors' Association meeting. Estimated expenses: \$129.40. Vince Gianangeli to Columbus, OH, on September 10-11, 2020, to attend the General Session & Luncheon. Estimated expenses: \$323.40. Vince Gianangeli to Columbus, OH, on September 15, 2020, to attend the OJFSDA Fiscal Committee meeting. Estimated expenses: \$164.20. Vince Gianangeli to Ravena, OH, on October 6, 2020, to attend the East Central Ohio Directors' Association meeting. Estimated expenses: \$173.48. Vince Gianangeli to Millersburg, OH, on November 3, 2020, to attend the East Central Ohio Directors' Association meeting. Estimated expenses: \$141.00. Vince Gianangeli to Columbus, OH, on November 17, 2020, to attend the OJFSDA Fiscal Committee meeting. Estimated expenses: \$164.20. Vince Gianangeli to Lancaster, OH, on December 1, 2020, to attend the East Central Ohio Directors' Association meeting. Estimated expenses: \$142.60. Vince Gianangeli to Lewis Center, OH, on December 10-11, 2020, to attend the OJFSDA General Session/Annual Banquet. Estimated expenses: \$348.50. SENIORS-Donna Steadman to Moundsville, WV, on January 7, 14 & 21, 2020, for a senior outing to the Four Seasons Pool. Daisy Braun to Wheeling, WV, on January 14, 2020, for a senior outing to the Nail City Restaurant and Jebbia's Fruit Market. Donna Steadman to Wheeling, WV, on January 24, 2020, for a senior outing to the Wheeling Fish Market. County vehicles 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 December 18, 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTING MICHAEL DEVAUGHN AS THE BELMONT COUNTY APIARY INSPECTOR/2020

Motion made Mr. Meyer, seconded by Mr. Echemann to reappoint Mr. Michael DeVaughn as the Belmont County Apiary Inspector for the year 2020 to be compensated a flat fee of two thousand dollars (\$2,000.00) per year.

Upon roll call the vote was as follows:

Mr. MeyerYesMr. EchemannYesMr. DuttonYes

Mr. Meyer said this motion is done on a yearly basis. He said Mr. DeVaughn inspects hives throughout the county and he is very passionate about his work.

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into a contract with Jefferson County Board of Commissioners for the housing of Belmont County prisoners at a rate of \$65.00 per day for the period of January 1, 2020 to December 31, 2020 with an option to renew for one (1) additional term from January 1, 2021 to December 31, 2021.

JEFFERSON COUNTY COMMISSIONERS – CONTRACTUAL AGREEMENT

AGREEMENT

This agreement made and entered into this <u>1st</u> day of <u>January</u>, 20<u>20</u>, by and between the County of <u>Belmont</u> and the County of Jefferson, Ohio, by its Board of County Commissioners (hereinafter called Jefferson County); **WITNESSETH**;

WHEREAS, County of <u>Belmont</u> has inadequate facilities for confining and supporting all prisoners, which the County of <u>Belmont</u> is required by law to confine and support by reason of sentence imposed upon them as a result of convictions or guilty pleas to charges of violations of any statutes of the Ohio Revised Code, awaiting hearing for such violation, or awaiting trial of any such violation; and,

WHEREAS, Jefferson County owns and operates a jail and presently has other contractual arrangements for the confinement and support of prisoners; and

NOW, THEREFORE, it is mutually agreed between the parties

1. The County of <u>Belmont</u> agrees to send to Jefferson County and Jefferson County agrees to accept from the County of <u>Belmont</u> such prisoners as the County of <u>Belmont</u> determines in its sole discretion, is unable to care for and to provide custody, supervisions, confinement, and board for the County of <u>Belmont</u> prisoners. The County of <u>Belmont</u> shall furnish transportation for prisoners to the Jefferson County Jail.

2. The County of <u>Belmont</u> agrees to pay Jefferson County the sum of Sixty-Five Dollars (\$65.00) per day as full compensation for supervising, confining, and boarding each prisoner.

3. For the purpose of determining compensation to be paid, any calendar day or part thereof of confinement shall constitute one day.

4. The County of <u>Belmont</u> further agrees to pay a physician for any medical costs incurred by said prisoner of the County of <u>Belmont</u>.

5. The County of <u>Belmont</u> further agrees to pay or reimburse Jefferson County for any expenses incurred in rendering or securing other medical, surgical, dental, or mental health services, including medicines and surgical operations, for or to such prisoners.

6. Jefferson County agrees that where hospital service is required for any such prisoners, such services shall be provided at Trinity West Hospital, unless the emergency of the situation or circumstances prevents such use; in addition the County of <u>Jefferson</u> agrees to supply security for the County of <u>Belmont</u> prisoners hospitalized. The need for such services shall be determined by the medical staff of the Jefferson County Jail.

7. Jefferson County may reject or refuse to receive any prisoners who may be inflicted with a prior medical problem such as contagious disease, mental condition, illness, or injury that has not been first treated prior to entry into Jefferson County Jail. The Jefferson County Sheriff shall have charge of the jail and he or his designee, shall exercise his discretion whereas he may refuse to receive any prisoner for any reason based upon current jail population, internal security conditions of the jail, or any other reasons.

8. Compensation for rendering of the services hereinbefore described during each calendar month shall be paid by the County of <u>Belmont</u> on or before the 15th day of the succeeding month.

9. This agreement shall be effective on the <u>1st</u> day of <u>January</u>, 20<u>20</u>, and shall continue until December 31, 20<u>20</u>, with an option to renew for one additional term from January 1, 20<u>21</u> to December 31, 20<u>21</u>. At any time during the initial or renewal terms, either party shall have the right to terminate said contract by giving a sixty (60) days written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at <u>Belmont</u> County, Ohio this 2nd day of January,

A.D., 2020 COUNTY OF JEFFERSON Thomas G. Gentile /s/ Thomas G. Gentile Dr. Thomas E. Graham /s/ Dr. Thomas E. Graham David C. Maple /s/ David C. Maple, Jr. APPROVED AS TO FORM: Michael J. Calabria /s/ Michael J. Calabria, Jefferson County Assistant Prosecuting Attorney **APPROVED AS TO FORM:** David K. Liberati /s/ Prosecuting Attorney Assist. P.A. Belmont County Upon roll call the vote was as follows:

COUNTY OF BELMONT Josh Meyer /s/ County Commissioner Jerry Echemann /s/ County Commissioner J. P. Dutton /s/ County Commissioner

Mr. MeyerYesMr. EchemannYesMr. DuttonYes

IN THE MATTER OF ENTERING INTO CONTRACT WITH MONROE COUNTY POARD OF COMMISSIONERS FOR HOUSING OF PRISONERS

BOARD OF COMMISSIONERS FOR HOUSING OF PRISONERS

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into a contract with the Monroe County Board of Commissioners for the housing of Belmont County prisoners at a rate of \$65.00 per day for the period of January 1, 2020 to December 31, 2020.

CONTRACT FOR HOUSING PRISONERS

IN THE

MONROE COUNTY JAIL

WHEREAS, this contract is made this <u>1st day of January, 2020</u>, by and between the Board of County Commissioners of Monroe County, Ohio, hereinafter referred to as "County", the Sheriff of Monroe County, Ohio, hereinafter referred to as "Sheriff", and <u>Belmont</u> County, Ohio hereinafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Monroe County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who are serving a jail sentence after conviction.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and Contractor for the term hereinafter set forth.

WITNESSETH: In consideration of the mutual covenants herein made each of the parties agrees as follows:

1. The County shall receive, keep, board and safely maintain in the

Monroe County Jail the following persons:

- Persons arrested by Contractor for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be incarcerated in the Monroe County Jail for purposes of compensation under this contract.
- b. Persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in Paragraphs 4 through 9 below.
- c. Persons incarcerated pursuant to Subparagraphs a. and b. above shall be designated as prisoners in this contract.
- 2. The cost to be paid to the County by the Contractor shall be the amount of Sixty-five dollars (\$65.00) per day for each person incarcerated in the

Monroe County Jail under Paragraph 1. For purposes of determining compensation, any calendar day, or part thereof, shall constitute one (1) day.

- 3. Prisoners confined in the Monroe County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
- 4. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness or injury that has not been treated prior to entry into the Monroe County Jail, or having received prisoner thereafter.
- 5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail or any other reason that the Sheriff deems pertinent at the time.

- 6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges and prescription costs.
- 7. Contractor shall transport and provide security anytime a prisoner must leave the Monroe County Jail for any reason unless a court orders that there is no transportation or security needed.
- 8. Contractor shall bear the expense of the burial of a prisoner who dies in the Monroe County Jail, if the body is not claimed for interment at the expense of friends or relatives.
- 9. No person under eighteen (18) years of age shall be received except on the approval of the Monroe County Juvenile Court.
- 10. The Monroe County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Monroe County Sheriff at 47129 Moore Ridge Road, Woodsfield, Ohio 43793 within thirty (30) days of the date of the statement. The Monroe County Sheriff may refuse to accept prisoners if timely payment is not made.
- 11. Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be, in force at the offices of the Monroe County Commissioners, Common Pleas and Probate Juvenile Judges, and the Department of Rehabilitation and Corrections.
- 12. Anytime the Contractor arrests an individual for domestic violence, violations of a protection order, or menacing threats by stalking, the Contractor will be responsible for attempting to make notification to the victim of the offender's being released from the Monroe County Jail.
- 13. This agreement may be terminated by either party during the term by giving the other party a minimum of Sixty (60) days written notice.
- 14. This agreement shall be effective on January 1, 2020, and terminate on December 31, 2020.
- 15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This agreement entered into on behalf of the <u>Belmont County Commissioners</u>

Pursuant to Resolution Ordinance Number <u>N/A</u> passed <u>January 2</u>, 2020.

Any alteration of contract shall result in the contract being null and void.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

Monroe County Commissioners

COMMISSIONER	WITNESS	5
COMMISSIONER	CHARLES R. BLACK, JR., SHERIFF	
COMMISSIONER		
Belmont County Commissioners		
Josh Meyer /s/	Bonnie Zuzak /s/	
COMMISSIONER	WITNESS	
J. P. Dutton /s/	David M. Lucas /s/	
COMMISSIONER	SHERIFF / CHIEF	
J. P. Dutton /s/		
COMMISSIONER		
Upon roll call the vote was as follows:		
*	Mr. Meyer	Yes
	Mr. Echemann	Yes
	Mr. Dutton	Yes

Mr. Meyer said the above two motions are renewals of contracts that are needed due to the jail overcrowding. The average inmate count is 180 to 190 per day, the maximum occupancy is 134 per day.

IN THE MATTER OF ENTERING INTO CONTRACT WITH MURRAY SHEET METAL/BOARD OF DEVELOPMENTAL DISABILITIES ROOF RENOVATIONS PROJECT

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into contract with Murray Sheet Metal for the Board of Developmental Disabilities Roof Renovations project, in the amount of \$520,433.00, based upon the recommendation of the Belmont County Board of Developmental Disabilities.

▲IA[®] Document A105[™] – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the day of in the year (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information) BOARD OF COMMISSIONERS OF BELMONT COUNTY, OHIO 101 WEST MAIN STREET ST. CLAIRSVILLE, OH 43950 TELEPHONE NUMBER: 740-699-2155

and the Contractor:

(Name, legal status, address and other information) MURRAY SHEET METAL CO., INC. 3112 NORTHWESTERN PIKE PARKERSBURG, WV 26104

for the following Project: (Name, location and detailed description)

Template

REPLACE EXISTING ROOF SYSTEM ON THE SCHOOL OF HOPE BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES 68421 HAMMOND ROAD, ST. CLAIRSVILLE, OH 43950

The Architect:

(Name, legal status, address and other information) NO ARCHITECT PROJECT DESIGN BY THE GARLAND CO., INC. AND AS USED HEREIN "ARCHITECT" MEANS THE GARLAND CO., INC.

The Owner and Contractor agree as follows,

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init. 1

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- this Agreement signed by the Owner and Contractor: .1
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:		
Number	Title	Date
AS PER EXHIBIT A	SCHOOL OF HOPE	08/16/2018
Specifications:		
Section	Title	Pages
AS PER EXHIBIT A	2020 ROOF REPLACEMENT PROJECT MANUAL	52
addenda prepared by the A	Architect as follows:	
Number	Date	Pages
1	10/28/19	1

Init. 1

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- written orders for changes in the Work, pursuant to Article 10, issued after execution of this .4 Agreement; and
- .5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement. (Insert the date of commencement if other than the date of this Agreement.) AS PER PROJECT MANUAL AND SPECIFICATIONS

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work: (Check the appropriate box and complete the necessary information.)

[] Not later than () calendar days from the date of commencement.

[x] By the following date: JULY 31, 2020

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$) FIVE HUNDRED TWENTY THOUSAND FOUR HUNDRED THIRTY-THREE DOLLARS AND ZERO CENTS (\$520,433.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: (Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work NOT APPLICABLE

Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

NOT APPLICABLE

§ 3.4 Allowances, if any, included in the Contract Sum are as follows: (Identify each allowance.)

Item

1

NOT APPLICABLE

Price

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

ltem	Units and Limitations	Price per Unit (\$0.00)
INSTALL RETROFIT DRAIN ASSEMBLY	EACH	\$475.00
REPLACE EXISTING METAL DECK WITH NEW	PER SQ. FT.	\$ 15.00
REPLACE WET LWC	PER SQ. FT.	5 25.00
Coursest A 10EIN - 2017 Coourset to 1993 2007 and 2017 by Th	Amongen lastitute of Architecter All	white second we putter this state p

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REPLACE DETERIORATED WOOD NAILER	PER BD. FT.	\$ 5.00	
REPLACE WET INSULATION	PER SQ. FT.	\$ 7,50	



ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows: (Insert below timing for payments and provisions for withholding retainage, if any.)

AS PER PROJECT MANUAL AND SPECIFICATIONS

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project. (Insert rate of interest agreed upon. if any.)

% AS PER PROJECT MANUAL AND SPECIFICATIONS

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less) each occurrence, (S) general aggregate, and (S) aggregate for products-completed operations than (S hazard.

AS PER PROJECT MANUAL AND SPECIFICATIONS

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

AS PER PROJECT MANUAL AND SPECIFICATIONS

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than (S) each accident, (S) each employee, and (S) policy limit.

AS PER PROJECT MANUAL AND SPECIFICATIONS

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

NOT APPLICABLE

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

NOT APPLICABLE

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

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§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10. CONTRACT DOCUMENTS

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below. (Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such

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deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

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§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit. CONTRACT DOCUMENTS

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment.

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all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take

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reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT (REFER TO SECTION 2.13 OF PROJECT MANUAL) § 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- agreements between the contactor and the base ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 tinish the Work by whatever reasonable method the Owner may deem expedient.
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§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above. (If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

man OWNER (Signature)

JOSH MEYER - PRESIDENT (Printed name and title) J.P. DUTTON JERRY ECHEMANN-VICE-PILES.

CONTRACTOR (Signature) PANDAUL & ROGELS / PRESEDENT (Printed name and title)

LICENSE NO.: JURISDICTION:

APPROVED AS TO FORM:

TING AT TORNEY

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Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENTS WITH STRIKE FORCE EASE, LLC/ENGINEER'S

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into **Roadway Use and Maintenance Agreements** with Strike Force East, LLC, effective January 2, 2020, for pipeline or drilling activities at the following:

- 1.78 miles of CR 4 (Barton Road) and 0.52 miles of CR 28B (Mall Road) at the Empire Compressor Station
- 0.35 miles of CR 28B (Mall Road) and 0.38 miles of CR 28A (Banfield Road) at the Lonestar Compressor Station *Note: County-wide Bond #019063032 for \$3 million on file.*

<u>BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND</u> <u>COMPRESSOR PROJECTS AND INFRASTRUCTURE</u>

THIS AGREEMENT is entered into at <u>St. Clairsville</u>, Ohio, by and between <u>THE BELMONT COUNTY COMMISSIONERS</u>, a political subdivision, whose mailing address is <u>101 W. Main St.</u>, Courthouse, St. Clairsville, <u>Ohio 43950</u> (hereafter "Authority"), and <u>Strike Force East, LLC</u> whose address is <u>2200 Energy Drive</u>, <u>Canonsburg</u>, <u>PA 15317</u> (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within <u>Richland and Colerain Townships in Belmont County</u>, <u>Ohio</u> 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 [Empire Compressor Station], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Empire Compressor Station] (hereafter collectively referred to as "oil and gas development site") located in <u>Richland and Colerain Township</u> in <u>Belmont</u> County, Ohio; and

WHEREAS, Operator intends to commence use <u>1.78 miles of CR 4 (Barton Road) and 0.52 miles of CR 28 B(Mall Road)</u> for the purpose of ingress to and egress from the pipeline or drilling facilities for the <u>[Empire Compressor Station]</u> for traffic necessary for the purpose of constructing the pipeline or drilling facilities, (hereinafter

referred to collectively as "Pipeline or 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 Pipeline or 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- Pipeline or Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline or 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 Pipeline or Drilling Activity, prior to the start of Pipeline or 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 <u>CR 4 (Barton Road)</u> to be utilized by Operator hereunder, is that exclusive portion beginning at <u>the intersection with US 40</u> and ending at <u>the Compressor Station Access</u>. It is understood and agreed that the Operator shall not utilize any of the remainder of <u>CR 4 (Barton Road)</u> for any of its Pipeline or Drilling Activities hereunder.
- 2. The portion of <u>CR 28 B(Mall Road</u>) to be utilized by Operator hereunder, is that exclusive portion beginning at <u>the</u> <u>intersection with I 70 Ramp</u> and ending at <u>the intersection with US 40</u>. It is understood and agreed that the Operator shall not utilize any of the remainder of <u>CR 28 B(Mall Road</u>) for any of its Pipeline or Drilling Activities hereunder.
- 3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline or 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 Pipeline or Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
- 4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline or Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty

(30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at

the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline or 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 Pipeline or 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 Unless accepted for the reasons provided below, prior to the Pipeline or 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 Pipeline or Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of <u>\$920,000 & 00/100 DOLLARS</u> (\$400,000.00/mi paved & \$100,000/mi gravel). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied. The Operator has obtained a County-Wide Bond (019063032) in the amount of <u>\$3,000,000</u> (Three Million Dollars), therefore satisfying Condition c below. This bond is on file at the Belmont County Engineer's Office and is for use of any County Road.

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. "The forgoing indemnity shall not apply to the extent that such claims are

attributable to the fault or negligence of the Authority".

- 11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
- 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 <u>January 2</u>, 2020.

Executed in duplicate on the dates set forth below.

Authority	Operator
	1
By: Josh Meyer /s/	By: R Cordell Pierce /s/
Commissioner	
By: J. P. Dutton /s/	Printed name: R. Cordell Pierce
Commissioner	
By: Jerry Echemann /s/	Company Name: Strike Force East, LLC
Commissioner	
By: Terry Lively /s/	Title: Attorney In Fact
County Engineer	
Dated: 1-2-2020	Dated: 10/23/2019
Approved as to Form:	
David K. Liberati /s/ Assist P.A.	
County Prosecutor	
5	

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

THIS AGREEMENT is entered into at <u>St. Clairsville</u>, Ohio, by and between <u>THE BELMONT COUNTY COMMISSIONERS</u>, a political subdivision, whose mailing address is <u>101 W. Main St.</u>, Courthouse, <u>St. Clairsville</u>, <u>Ohio 43950</u> (hereafter "Authority"), and <u>Strike Force East, LLC</u> whose address is <u>2200 Energy Drive</u>, <u>Canonsburg</u>, <u>PA 15317</u> (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within <u>Richland Township in Belmont County</u>, <u>Ohio</u> 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 [Lonestar Compressor Station], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Lonestar Compressor Station] (hereafter collectively referred to as "oil and gas development site") located in <u>Richland Township</u> in <u>Belmont County</u>, Ohio; and

WHEREAS, Operator intends to commence use 0.35 miles of CR 28 B (Mall Road) and 0.38 miles of CR 28 A (Banfield Road) for the purpose of ingress to and egress from the pipeline or drilling facilities for the [Lonestar Compressor Station] for traffic necessary for the purpose of constructing the pipeline or drilling facilities, (hereinafter referred to collectively as "Pipeline or 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 Pipeline or 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- Pipeline or Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline or 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 Pipeline or Drilling Activity, prior to the start of Pipeline or 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 <u>CR 28 A (Banfield Road)</u> to be utilized by Operator hereunder, is that exclusive portion beginning at <u>the</u>
 - intersection with the I 70 Ramp and ending at the intersection with TR 219 (Ebbert South Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 28 A (Banfield Road) for any of its Pipeline or Drilling Activities hereunder.
- 2. The portion of <u>CR 28 B(Mall Road</u>) to be utilized by Operator hereunder, is that exclusive portion beginning at <u>the</u> intersection with I 70 Ramp and ending at <u>the intersection with CR 28 B(Mall Road</u>). It is understood and agreed that the Operator shall not utilize any of the remainder of <u>CR 28 B(Mall Road</u>) for any of its Pipeline or Drilling Activities hereunder.
- 3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline or 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 Pipeline or Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
- 4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline or Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty

(30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at

the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline or 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 Pipeline or 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. Unless accepted for the reasons provided below, prior to the Pipeline or 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 Pipeline or Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of <u>\$292,000 & 00/100 DOLLARS</u> (\$400,000.00/mi paved & \$100,000/mi gravel). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied. The Operator has obtained a County-Wide Bond (019063032) in the amount of \$3,000,000 (Three Million Dollars), therefore satisfying Condition c below. This bond is on file at the Belmont County Engineer's Office and is for use of any County Road.

- 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. 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".

- 10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
- 11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
- 12. 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.
- 13. Agreement shall be governed by the laws of the State of Ohio.
- 14. This Agreement shall be in effect on January 2, 2020. Executed in duplicate on the dates set forth below. Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE RELEASE OF A ROAD USE MAINTENANCE AGREEMENT (RUMA) WITH GULFPORT ENERGY CORPORATION/ENGINEER'S

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the release of a Road Use Maintenance Agreement (RUMA) with Gulfport Energy Corporation, dated April 25, 2018, for water transfer activity at 3.1 miles of CR 4 (Glenns Run Road) from the Pease Water Transfer and associated Bond Number ROG0001248 in the amount of \$1,240,000.00, per Terry Lively, Belmont County Engineer. *Note: No repair was needed on the road per County Engineer Terry Lively.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE RELEASE OF ROAD USE MAINTENANCE AGREEMENTS WITH BLUE RACER MIDSTREAM, LLC/ENGINEER'S

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the release of the following Road Use Maintenance Agreements with Blue Racer Midstream, LLC, based upon the recommendation of County Engineer Terry Lively:

- 1.56 miles of CR 80 (Lloydsville Bannock Road) dated October 8, 2013
- 1.79 miles of CR 56 (Vineyard Road) dated November 26, 2013
- 1.1 miles of CR 10 (Lafferty Bannock Road), 2.49 miles of CR 10 (Crabapple Road) and 1.34 miles of CR 64 (Shepherdstown Road) dated February 4, 2015
- 0.01 miles of CR 40A (Old National Road) and 0.1 miles of CR 114 (Fairview Road) dated September 7, 2016
- 1.13 miles of CR 64 (Shepherdstown Road) dated August 9, 2017
- 1.08 miles of CR 10 (Lafferty Bannock Road), 2.48 miles of CR 10 (Crabapple Road) and 1.13 miles of CR 64 (Shepherdstown Road) dated February 28, 2018
- 1.35 miles of CR 64 (Shepherdstown Road) dated February 28, 2018

Note: Blue Racer Midstream has completed any needed repairs to the roads per County Engineer Terry Lively.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE RELEASE OF ACCESS AGREEMENT WITH XTO ENERGY, INC/ENGINEER'S

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the release of the Access Agreement, dated April 3, 2019, granting XTO Energy, Inc. a temporary right of ingress and egress for the installation and maintenance of a temporary above-ground water line on CR 4 (Hawthorne Hill Road), per Terry Lively, Belmont County Engineer. Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE REVISED **DIVISIONAL COURT DEPUTY CLERK PAY SCALE**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the attached revised Divisional Court Deputy Clerk pay scale, effective pay period beginning January 5, 2020, with the concurrence of the Belmont County Divisional Court Judges and the understanding that all funding for the Divisional Court Deputy Clerks wages will be paid from the General Fund with no supplemental funding from the courts' discretionary funds.

	New Hire	120 Prob*	1 year**	2 years	3 years	4 years	5 years
Deputy Clerk	\$12.25	\$13.25	\$14.25	\$15.25	\$16.25	\$17.25	\$18.25

* 120 calendar days from the date of hire

**Anniversary year based on completion of probationary period

Any future adjustments to the hourly rate will be determined by the Board of Commissioners in the form of a standardized pay schedule for this classification and/or an across-the-board increase for all staff within their appointed authority.

Upon roll call the vote was as follows:

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

Mr. Meyer explained about 10 years ago when a budget crunch occurred in Belmont County the Divisional Courts Judges offered to assist in paying a portion of the Deputy Clerks wages from their discretionary funds. He said, by law, the staff for the Divisional Courts are employees of the Board of Commissioners. The Commissioners have been meeting with the Divisional Courts Judges over the last two years to get back to paying the Deputy Clerks' wages from the General Fund.

IN THE MATTER OF APPROVING THE HIRING OF JAMIE RANDALL AS INTERMITTENT LICENSED PRACTICAL NURSE/JAIL

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the hiring of Jamie Randall as Intermittent Licensed Practical Nurse at the Belmont County Jail, effective January 12, 2020.

Upon roll call the vote was as follows:

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

Mr. Meyer noted this was a replacement for Rick St. John who passed away earlier this year.

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, asked what the Board considered to be the most outstanding achievements for 2019. Mr. Meyer said for him it is the renovations of the former Health Plan buildings. He noted the lower building that houses the Election Board and Title office has been completed and they are moving forward on the upper building which will house the Divisional Courts. He said they also have paid down debt on some old outstanding bonds and loans that were out there for several years. Mr. Meyer added he is proud of how the budget has worked out, it has leveled off over the last 2 to 3 years and services have still been maintained. Mr. Hord asked what the priorities are for 2020. Mr. Meyer said they have done a lot of work on the budget which will be passed in the next couple of weeks and noted there will be some cuts but services will continue. He credited the staff for their hard work on the budget. He is also looking forward to getting some of the projects kicked off with the USDA for water and sewer. He is also looking forward to a positive announcement regarding the proposed ethane cracker plant.

RECESS

9:30 Subdivision Hearing-Dedication of Breeze Hill School Road and Judge Parker Road (Public Roads)

Present: Will Eddy, Drafting Technician II. Mr. Eddy reviewed maps with the Board of Commissioners. He said the roads are located at the (Eastern Ohio Regional) Industrial Park north of Barnesville. The roads are existing and are acceptable grade per County Engineer Terry Lively. Mr. Eddy said there is no opposition.

<u>N THE MATTER OF FINAL PLAT APPROVAL</u> FOR DEDICATION OF BREEZE HILL SCHOOL ROAD AND JUDGE PARKER ROAD (PUBLIC ROADS) WARREN TOWNSHIP, SEC. 17, T-8, R-6

"Hearing Had <u>9:30</u> 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 Breeze Hill School Road and Judge Parker Road (Public Roads), Warren Township, Sec. 17, 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	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

RECESS

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 Cindy Stock, HR Administrative Assistant, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

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

Deb Butler, Jail Head Nurse, was also present.

Ms. Butler exited executive session at 10:50 a.m. and it continued.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:02 A.M.

Motion made by Mr. Meyer seconded by Mr. Echemann to exit executive session at 11:02 a.m. Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there is no action to be taken at this time.

RECESS

IN THE MATTER OF NOTICE OF

BOARD'S REORGANIZATION MEETING

Motion made by Mr. Meyer, seconded by Mr. Echemann to hold the Board's annual **Reorganization Meeting** on Monday, January 6, 2020, at **8:30 a.m.** pursuant to Ohio Revised Code Section 305.05 and to notify the media of the same.

Note: The Board will also hold their regular meeting on Wednesday, January 8 at 9:00 a.m.

Upon roll call the vote was as follows:

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

January 2, 2020

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 1:43 P.M. Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 1:43 p.m. Upon roll call the vote was as follows:

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

Read, approved and signed this 8th day of January, 2020.

J. P. Dutton /s/

Jerry Echemann /s/ COUNTY COMMISSIONERS

Josh Meyer /s/

We, J. P. Dutton and Bonnie Zuzak, President and Assistant Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

J. P. Dutton /s/

_____PRESIDENT

Bonnie Zuzak /s/ ASSISTANT CLERK