

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Josh Meyer, Commissioners and Bonnie Zuzak, Clerk of the Board.

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

IN THE MATTER OF APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,141,870.37

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

S30 OAKVIEW JUVENILE REHABILITATION CENTER

FROM	TO	AMOUNT
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S58.000 Communications	\$250.00
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S60.000 Maintenance	\$1,000.00
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S51.002 Salaries	\$11,000.00

S33 DISTRICT DETENTION HOME/SARGUS

FROM	TO	AMOUNT
E-0910-S033-S44.003 PERS	E-0910-S033-S33.002 Salaries	\$16,000.00
E-0910-S033-S45.004 Workers Comp	E-0910-S033-S33.002 Salaries	\$9,388.78

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

S79 CERTIFICATE OF TITLE ADMIN/CLERK OF COURTS AND THE A00 GENERAL FUND

FROM	TO	AMOUNT
E-6010-S079-S01.002 Salaries	R-0040-A000-A47.574 Transfers In	\$125,000.00

T71 FEMA FUNDS AND THE N03 FEMA PROJECTS/ENGINEERS

FROM	TO	AMOUNT
E-9713-T071-T08.074 Transfers Out	R-9003-N003-N06.574 Transfers In	\$16,412.49
E-9713-T071-T09.074 Transfers Out	R-9003-N003-N07.574 Transfers In	\$21,481.64

T71 FEMA FUNDS AND THE K00 M.V.G.T. FUNDS/ENGINEERS

FROM	TO	AMOUNT
E-9713-T071-T08.074 Transfers Out	R-9003-K000-K20.574 Transfers In	\$30,132.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the July 8, 2020 meeting:

A00 GENERAL FUND

E-0021-A002-E02.002	Salaries	\$125,000.00
E-0057-A006-F06.011	Veterinary Services	\$101.50
E-0057-A006-F08.000	Other Expenses	\$2,596.26
E-0170-A006-G12.000	Indigent Clients-Payment to State	\$331.50
E-0257-A015-A14.000	Attorney Fees	\$58.50

K00 M.V.G.T. FUNDS/ENGINEER

E-2813-K000-K13.012	Equipment	\$30,132.00
E-2813-K000-K25.002	Salaries	\$2,913.74

M62 INTAKE COORDINATOR/JUVENILE COURT

E-0400-M062-M02.000	Other Expenses	\$2,629.00
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N03 FEMA PROJECTS/ENGINEERS

E-9003-N003-N03.055	FEMA DR4360 Projects	\$16,412.49
E-9003-N003-N03.055	FEMA Eng. Services	\$21,481.64

S12 PORT AUTHORITY

E-9799-S012-S07.000	Professional Services	\$571.71
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$2,058.40
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S32 OAKVIEW JUVENILE-ACTIVITY FUND

E-8010-S032-S00.000	Activity Fund	\$156.10
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S59 TECHNOLOGY GRANT/COMMON PLEAS

E-1549-S059-S05.012	Remote Technology Grant	\$107,778.87
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S85 JUVENILE COURT-COMPUTER FUND

E-1582-S085-S08.000	Computer Expenses	\$1,511.49
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S96 JUVENILE COURT-GEN. SPEC. PROJECT

E-1589-S096-S08.002	Salary	\$1,521.58
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T71 FEMA FUNDS/ENGINEERS

E-9713-T071-T08.074	Transfers Out	\$46,544.49
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July 8, 2020

E-9713-T071-T09.074	Transfers Out	\$21,481.64
<u>SHERIFF/VARIOUS FUNDS</u>		
E-0131-A006-A07.000	Training	\$1,000.00
E-0131-A006-A09.000	Medical	\$548.67
E-0131-A006-A23.000	Background	\$20.00
E-0131-A006-A24.000	E-SORN	\$250.00
E-0131-A006-A26.000	K-9	\$300.00
E-0131-A006-A32.000	Warrant Fee	\$660.00
E-1652-B016-B02.000	DUI	\$35.00
E-5100-S000-S01.010	Commissary	\$10,793.27
E-5101-S001-S06.000	CCW License	\$2,130.00
E-5101-S001-S07.012	CCW Equipment	\$1,573.00
E-9710-U010-U06.000	Reserve	\$7,979.00

Upon roll call the vote was as follows:

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

<u>IN THE MATTER OF TRANSFER OF FUNDS FOR</u>			
<u>THE DELTA DENTAL CHARGEBACKS FOR</u>			
<u>THE MONTHS OF JUNE & JULY 2020</u>			
Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer			
of funds for the Delta Dental Chargebacks for the months of June & July 2020			
	FROM	TO	TOTAL
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	19,562.76
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	384.04
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	394.26
GRANT / JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	205.76
CARE & CUSTODY	E-0400-M060-M84.008	R-9891-Y091-Y07.500	102.88
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	205.76
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	308.64
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	1,779.62
COUNTY RECORDER	E-1210-S078-S14.006	R-9891-Y091-Y07.500	0.00
DRETAC-TREAS	E-1410-W082-T07.006	R-9891-Y091-Y07.500	0.00
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	524.62
PROS-VICTIM	E-1511-W080-P07.006	R-9891-Y091-Y07.500	102.88
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	51.44
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	102.88
COMMON PLEAS/GEN SP/ MED	E-1544-S054-S05.000	R-9891-Y091-Y07.500	0.00
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	102.88
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	37.70
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	102.88
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	102.88
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	102.88
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	272.53
AUDITOR CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y07.500	0.00
MEDATION GRANT	E-1573-S074-S05.006	R-9891-Y091-Y07.500	0.00
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	102.88
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	0.00
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	436.90
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	13.38
PREP	E-2230-F082-F01.002	R-9891-Y091-Y07.500	0.00

Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	10.28
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	51.44
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	27.78
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	116.24
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	149.18
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	147.62
Child & Family Health Services	E-2233-F085-F01.002	R-9891-Y091-Y07.500	164.60
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	89.16
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	290.12
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	12.34
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	6.68
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	346.34
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	1,491.76
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	51.44
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	102.88
K-2	E-2811-K200-K10.006	R-9891-Y091-Y07.500	346.34
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	205.76
K-25	E-2813-K000-K39-006	R-9891-Y091-Y07.500	102.88
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	2,744.64
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	718.76
WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	411.52
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	3,792.48
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	421.74
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	1,357.88
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	0.00
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	37.70
TOTALS		R-9891-Y091-Y07.500	38,198.01
Upon roll call the vote was as follows:			
	Mr. Dutton	Yes	
	Mr. Echemann	Yes	
	Mr. Meyer	Yes	

<u>IN THE MATTER OF TRANSFER OF FUNDS FOR</u>			
<u>THE VISION CHARGEBACKS FOR</u>			
<u>THE MONTHS OF JUNE & JULY 2020</u>			
Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer			
of funds for the Vision Chargebacks for the months of June & July 2020			
	FROM	TO	TOTAL
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	5,400.54
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	107.28
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	115.74
GRANTS/JUVENILE COURT			

CARE & CUSTODY (C-CAP) JUV.CT	E-0400-M060-M29.008	R-9891-Y091-Y06.500	55.44
CARE & CUSTODY	E-0400-M060-M84.008	R-9891-Y091-Y06.500	27.72
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	55.44
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	83.16
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	496.62
COUNTY RECORDER	E-1210-S078-S14.006	R-9891-Y091-Y06.500	0.00
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	147.06
DRETAC-TREAS	E-1410-W082-T07.006	R-9891-Y091-Y06.500	0.00
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y06.500	13.86
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	27.72
PROS-VICTIM	E-1511-W080-P07.006	R-9891-Y091-Y06.500	27.72
COMMON PLEAS/GEN. SP/MED	E-1544-S054-S05.000	R-9891-Y091-Y06.500	0.00
TARGETED COMM ALTERN TO PR	E-1545-S055-S02.002	R-9891-Y091-Y06.500	27.72
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	12.06
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	27.72
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	27.72
EASTERN SPEC. PROJ.	E-1571-S097-S03.006	R-9891-Y091-Y06.500	27.72
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	81.99
AUDITORS CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y06.500	0.00
MEDIATION GRANT	E-1573-S074-S05.006	R-9891-Y091-Y06.500	0.00
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	27.72
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	0.00
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	131.62
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	3.60
PREP	E-2230-F082-F01.002	R-9891-Y091-Y06.500	0.00
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	2.78
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	13.86
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	7.48
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	33.46
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	40.20
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	41.42
Child & Family Health Services	E-2233-F085-F01.002	R-9891-Y091-Y06.500	44.36
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	25.78
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	78.18
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	3.32
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	1.80
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	95.22
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	401.94
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	13.86
K-1	E-2811-K200-K10.006	R-9891-Y091-Y06.500	27.72
K-2	E-2811-K200-K10.006	R-9891-Y091-Y06.500	95.22
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	586.98
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	221.76
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	752.36

S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	199.84
WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	110.88
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	1,052.28
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	119.34
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	377.28
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	0.00
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	12.06
TOTAL			11,285.55
Upon roll call the vote was as follows:			
	Mr. Dutton	Yes	
	Mr. Echemann	Yes	
	Mr. Meyer	Yes	

IN THE MATTER OF TRANSFER OF FUNDS FOR HSA CHARGEBACKS/JULY 2020

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for HSA Chargebacks for July 2020.

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y12.500	60.70
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y12.500	60.70
TOTALS			121.40

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. **GENERAL FUND/ANIMAL SHELTER-\$2,326.26** deposited into R-0057-A006-A01.500 balance available as of 06/30/2020 (*General donations paid in on various dates in June 2020*)

\$270.00 deposited into R-0057-A006-A03.500 balance available as of 06/30/2020 (*Adoption fees paid in on various dates in June 2020*)

GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$101.50 deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 06-26-2020 (*Money was received from Belmont County Cat Stray Shun for the reimbursement of Barnesville Vet Service vet bills*)

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated July 8, 2020, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of July 1, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND EAST CENTRAL OHIO EDUCATIONAL SERVICE CENTER

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and the East Central Ohio Educational Service Center for Adult Mentoring for In-School Youth and Out-of-School Youth, in the not to exceed amount of \$84,444.00, effective July 1, 2020 to June 30, 2021 for Program Year 2020.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract

Whereas, this contract, entered into on the 8th day of **July 2020**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the East Central Ohio Educational Service Center (hereinafter “Contractor”), is for the purchase of the performance of the following services: Adult Mentoring for In-School Youth and Out-of-School Youth that meet the requirements and standards of the Comprehensive Case Management and Employment Program (CCMEP), which is jointly funded with Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance to Needy Families (TANF), as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Adult Mentoring for In-School Youth and Out-of-School Youth of Belmont County for Program Year 2020 (July 1, 2020-June 30, 2021). This service is one (1) of the fourteen (14) elements for youth required by the CCMEP. The Purchaser has agreed to provide Comprehensive Case Management and Employment Program funds, which is jointly funded with WIOA Youth Funds (CFDA #17.259) and CCMEP TANF Funds (CFDA #93.558) to the Contractor in order for the Contractor to provide the program’s services to eligible youth, to provide staff to operate the program and to assist youth in gaining employment and further education. Eligible youth are those eligible for the Comprehensive Case Management and Employment Program In-School and Out-of-School Youth services as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:

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

Contractor: The East Central Ohio Educational Service Center
834 East High Avenue
New Philadelphia OH 44663
(330)308-9939

III CONTRACT PERIOD

This contract and its terms for Program Year 2020 (PY20) will become effective on July 1, 2020. The termination date of this contract is June 30, 2021. This contract may be renewed on a year-by-year basis for up to one (1) additional WIOA Program Year and up to one (1) additional TANF funding year based on contractual and performance review as determined by the Workforce Development Board 16 for the WIOA funding and the Purchaser for the TANF funding.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State and local law for the proper administration and performance of services to customer.

Basic Skills Deficient

A youth who has English reading, writing or computing skills at or below the eighth (8th) grade level on a generally accepted standardized test or who is unable to compute or solve problems or read, write or speak English at a level necessary to function on the job, in the individual’s family or in society.

Attending School

An individual who is enrolled and/or attending secondary or post-secondary school.

Out-of-School Youth Eligibility Requirements

Eligibility for out-of-school youth, who at the time of enrollment is:

- a. Not attending any school;
- b. Not younger than age 16 or older than age 24; and
- c. Has one (1) or more of the following barriers:
 - A school dropout;
 - A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter;
 - A recipient of a secondary school diploma or its recognized equivalent who is a low income individual and is basic skills deficient or an English language learner;
 - An individual who is subject to the juvenile or adult justice system;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2))], a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - An individual who is pregnant or parenting;
 - A youth who is an individual with a disability; or
 - A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local area.

Out-of-School Priority

For any Program Year, not less than seventy-five percent (75%) of the funds available to local areas shall be used to provide youth workforce investment activities for out-of-school youth.

In-School Youth Eligibility Requirements

Eligibility for in-school youth, who at the time of enrollment, is:

- a. Attending school;
- b. Not younger than age 14 or (unless an individual with a disability who is attending school under state law) or older than age 21;
- c. Is a low income individual; and
- d. Has one (1) or more of the following barriers:
 - Basic skills deficient;
 - An English language learner;
 - An offender;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2))], a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - Pregnant or parenting;
 - An individual with a disability; or

- An individual who requires additional assistance to complete an education program or to secure or hold employment as defined by the local area.

Five Percent (5%) Limitation of In-School Youth Eligibility

Not more than five percent (5%) of in-school youth may be eligible based upon being an individual who requires additional assistance to complete an educational program or to secure or hold employment.

Participation

The point at which the individual has been determined eligible for youth program services, has received an assessment and has received or is receiving at least one (1) program element and is the point at which the individual is to be included in calculations for performance measures.

Adult Mentoring

One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.

Follow-Up Services

Activities after completion of participation to monitor youths' success during their transition to employment and further education and to provide assistance as needed for a successful transition.

Employability Skills

Employability skills provide a participant with exposure to the work of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

Post-Secondary Education

A program at an accredited degree granting institution that leads to an academic degree (e.g. AA, AS, BA, BS). Does not include programs offered by degree granting institutions that do not lead to an academic degree.

Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

Military Service

Reporting for active duty.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional Payment

Proportional payment would occur at the Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

On June 30, 2015 Ohio House Bill 64, the state's biennial budget, was signed into law. Section 305.190 of the bill establishes the Comprehensive Case Management and Employment Program (CCMEP). CCMEP serves youth ages 14-24 and is funded by WIOA and TANF funds. Guidance for CCMEP may be accessed at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. The Contractor shall make available Adult Mentoring for In-School Youth and Out-of-School Youth.
2. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
3. The Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
4. The Contractor may refer potential participants to the Purchaser for eligibility determination.
5. The Contractor shall employ the necessary staff to operate the program. If the Contractor's staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and only bill for staff hours related to CCMEP Youth activities.
6. The Contractor's staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable. Additional new stated guidance on the CCMEP is available at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.
7. The Contractor shall meet all service requirements of this contract. The Contractor's failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
8. The Contractor shall meet the performance standards specified in this contract. The Contractor's failure to meet these standards will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
9. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. The Purchaser will ensure that all participants are eligible for services pursuant to CCMEP WIOA/TANF and local policies and determine which funds will pay for the services. The Purchaser will notify the Contractor on completion of the participants' eligibility.
2. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
3. The Purchaser will pay all costs related to providing Adult Mentoring for In-School Youth and Out-of-School Youth of Belmont County consistent with the provisions of Article VIII.
4. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

C. Service Requirements

The goal of the CCMEP WIOA/TANF youth program is to assist youth in making a successful transition to employment and further education to achieve self-sufficiency. The Contractor shall provide Adult Mentoring for In-School Youth and Out-of-School Youth to help them meet this goal as follows and per Article

IV: DEFINITIONS:

- **Adult Mentoring:** One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.
- **Recruitment:** The Contractor will assist the Purchaser in the recruitment of eligible youth for enrollment in program services.

D. Contractual Performance Standards

To reach the outcome and purpose stated herein, the performance of standards under this contract must meet the following standards:

Performance Standards

1. Seventy percent (70%) of the total combined in-school and out-of-school youth in the program will provide a positive response to a Customer Satisfaction Survey regarding their participation in Adult Mentoring.
2. Seventy percent (70%) of In-School Youth enrolled in the CCMEP Program will participate and remain in the program for the school year.
3. 53.4% of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma. This rate is subject to change based on the final outcome of negotiations with the ODJFS.
4. The Contractor must spend not less than seventy-five percent (75%) of the WIOA portion of CCMEP allocated under this contract on Out-of-School Youth. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.
5. The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. This report will be due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of the month.

The Contractor’s failure to meet these Contractual Performance Measures will result in the following:

- A. Submission of a correction action plan by the Contractor to the Purchaser outlining the reason for not meeting the performance measures and actions to be implemented to achieve the performance measures; or
- B. Termination of this contract by the Purchaser due to the Contractor’s failure to meet the performance measures specified in this contract (Reference Article XXIII Termination and Article XXIV Breach of Contract).

Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to the participants.

E. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Purchaser and Contractor will determine the format of these reports.

The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and modification at the Purchaser’s discretion.

F. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-site and on-site activities including file inspection, program observation and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants and other employees. The Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$84,444.00. This is further restricted as follows:

- \$25,333.00 must be spent on CCMEP WIOA eligible participants
- \$59,111.00 must be spent on CCMEP TANF eligible participants
- Not less than 75% of the WIOA Funds (\$19,000.00) must be spent on out-of-school youth.

All financial obligations of the Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

The Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10th) day of the following month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to

- A. Failure to meet services requirements;
- B. Failure to meet performance standards;
- C. Failure to meet performance reporting requirements; and
- D. Failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Direct Salary of One (1) Career Navigator	\$59,050.00
Career Navigator Direct Fringe Benefits	\$9,502.00
Operating Expenses	\$10,000.00

Indirect Costs	\$5,892.00
TOTAL COST:	\$84,444.00
MAXIMUM AUTHORIZED REIMBURSEMENT AMOUNT:	\$84,444.00

Detailed List of Operating Expenses:

Detailed List of Operating Expenses:

1. Mileage: \$4,500.00 to cover travel expenses of the college and career navigator traveling to and from businesses, schools and community organizations, etc. Mileage reimbursement will be the IRS maximum allowable rate.
2. Allowances: \$2,500.00 includes technical support, technological device and membership costs
3. Recruitment materials: \$1,000.00 includes copies and handouts
4. Professional Development: \$2,000 Contractor staff trainings are to be determined. The contractor must submit proposed training sessions to the Purchaser for review and approval prior to registering for any training sessions.

IX DUPLICATE BILLING

The Contractor warrants that claims made to the Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by the Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit the use of multiple sources of funds, public or private, to serve participants as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

The Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio or local audit directly related to the performance of this contract.

Audits may be conducted using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be reissued.

The Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of the Purchaser and shall be delivered to the Purchaser when the terms of this contract expire.

XII WARRANTY

The Contractor warrants that its services shall be performed in a professional and work-like manner in accordance with applicable professional standards.

XIII INSURANCE

The Contractor shall comply with laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract and keep in full effect Worker’s Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement and at the Contractor’s expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, the Contractor is specifically required to retain and make available to the Purchaser all records relating to the performance of services under this contract including all supporting documentation necessary for audit by the Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, the Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its consumers concerning the confidentiality of its consumers. The Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. The Contractor understands that the use or disclosure of information concerning the Purchaser’s consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as this other work does not interfere with the Contractor’s performance of services under this contract. The Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser’s offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of the Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

The Contractor will report the discovery of any potential conflict of interest to the Purchaser. Should a conflict of interest be discovered during the term of this contract, the Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modification.

The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee’s business or any business relationship or financial interest that a county employee has with the Contractor or in its business.

XVIII COMPLIANCE

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations including applicable OMB Circulars, Ohio laws and regulations including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Development Board’s policy in the performance of work under this contract.

The Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions and any and all other taxes or payroll deductions required for the performance of the work required hereunder by the Contractor's employees.

The Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended or shall be interpreted to constitute a partnership, association or joint venture between the Contractor and the Purchaser. The Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on the Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

XX ASSIGNMENTS

The Contractor shall not assign this contract without express, prior, written approval of the Purchaser.

XXI SUBCONTRACTS

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior, written approval of the Purchaser. In the event the Purchaser approves of a subcontract of all or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder including delivering services, reporting performance and assisting with evaluation and monitoring as described in this contract. The Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid with Article X of this agreement.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract that failure of performance shall be a breach of this contract and will trigger the other party's right of termination, cancellation, remuneration, repayment, rescission and modification as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify and hold free and harmless the Purchaser, its officers, employees and agents, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor, its officers, agents, employees and independent contractors.

The Contractor shall pay all damages, costs and expenses of the Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by and construed under the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Title VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, the Contractor will not discriminate against any employee, contract worker or applicants for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous spaces, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor or any person claiming through the Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract or in reference to any contractors or subcontractors of the Contractor.

XXX CHILD SUPPORT ENFORCEMENT

The Contractor agrees to cooperate with the Purchaser, ODJFS and other child support enforcement agency in ensuring that the Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, the Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, the Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. The Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to the Purchaser's Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

The Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND “ANTI-KICKBACK” ACT

The Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

The Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public records under the laws of the State of Ohio. The Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

XXXVIII ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX COPYRIGHTS AND RIGHTS IN DATA

The Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133).

XL PATENT RIGHTS

The Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Departments and Agencies dated February 18, 1983 and Executive Order 12591.

XLI PROCUREMENT

The Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

SIGNATURES:

<u>Jeffery Felton /s/</u>	<u>1 July 2020</u>
Jeffery Felton, Director	Date
Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville, OH 43950 (740)695-1075	
<u>J. P. Dutton /s/</u>	<u>7/8/20</u>
J. P. Dutton, Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	<u>7-8-20</u>
Jerry Echemann, Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>7/8/2020</u>
Josh Meyer, Belmont County Commissioner	Date
<u>Randy Lucas /s/</u>	<u>6/30/2020</u>
Randy Lucas, Superintendent	Date
East Central Ohio Educational Service Center 834 East High Avenue New Philadelphia OH 44663	
Approved as to form:	
<u>David K. Liberati /s/ Assist P. A</u>	<u>7-2-2020</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

Mr. Dutton said adult mentoring is defined as a one-to-one supportive relationship between an adult and youth based on trust. This is a renewal and has one year remaining on the contract.

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND COMMUNITY ACTION COMMISSION

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services contract between the Belmont County Dept. of Job & Family Services and the Community Action Commission of Belmont County, for the Work Experience; Leadership Development Opportunities; Tutoring/Study Skills/Dropout Prevention; Adult Mentoring and Financial Literacy for In-School Youth and Out-of-School Youth, in the not to exceed amount of \$440,000.00, effective July 1, 2020 to June 30, 2021 for Program Year 2020.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract**

Whereas, this contract, entered into on the 8th day of **July 2020**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the Community Action Commission of Belmont County (hereinafter “Contractor”), is for the purchase of the performance of the following services: Work Experience; Leadership Development Opportunities; Tutoring/Study Skills/Dropout Prevention; Adult Mentoring; and Financial Literacy for In-School Youth and Out-of-School Youth that meet the requirements and standards of the Comprehensive Case Management and Employment Program (CCMEP), which is jointly funded with Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance to Needy Families (TANF), as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Work Experience; Leadership Development Opportunities; Tutoring/Study Skills/Dropout Prevention; Adult Mentoring; and Financial Literacy for In-School Youth and Out-of-School Youth of Belmont County for Program Year 2020 (July 1, 2020-June 30, 2021). These services are five (5) of the fourteen (14) elements for youth required by the CCMEP. The Purchaser has agreed to provide Comprehensive Case Management and Employment Program funds, which is jointly funded with WIOA Youth Funds (CFDA #17.259) and CCMEP TANF Funds (CFDA #93.558) to the Contractor in order for the Contractor to provide the program’s services to eligible youth, to provide staff to operate the program and to assist youth in gaining employment and further education. Eligible youth are those eligible for the Comprehensive Case Management and Employment Program In-School and Out-of-School Youth services as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:

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

Contractor: The Community Action Commission of Belmont County

153 ½ West Main Street
St. Clairsville, OH 43950
(740)695-0293

III CONTRACT PERIOD

This contract and its terms for Program Year 2020 (PY20) will become effective on July 1, 2020. The termination date of this contract is June 30, 2021. This contract may be renewed on a year-by-year basis for up to one (1) additional WIOA Program Year and up to one (1) additional TANF funding year based on contractual and performance review as determined by the Workforce Development Board 16 for the WIOA funding and the Purchaser for the TANF funding.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State and local law for the proper administration and performance of services to customer.

Basic Skills Deficient

A youth who has English reading, writing or computing skills at or below the eighth (8th) grade level on a generally accepted standardized test or who is unable to compute or solve problems or read, write or speak English at a level necessary to function on the job, in the individual's family or in society.

Attending School

An individual who is enrolled and/or attending secondary or post-secondary school.

Out-of-School Youth Eligibility Requirements

Eligibility for out-of-school youth, who at the time of enrollment is:

- d. Not attending any school;
- e. Not younger than age 16 or older than age 24; and
- f. Has one (1) or more of the following barriers:
 - A school dropout;
 - A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter;
 - A recipient of a secondary school diploma or its recognized equivalent who is a low income individual and is basic skills deficient or an English language learner;
 - An individual who is subject to the juvenile or adult justice system;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - An individual who is pregnant or parenting;
 - A youth who is an individual with a disability; or
 - A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local area.

Out-of-School Priority

For any Program Year, not less than seventy-five percent (75%) of the funds available to local areas shall be used to provide youth workforce investment activities for out-of-school youth.

In-School Youth Eligibility Requirements

Eligibility for in-school youth, who at the time of enrollment, is:

- a. Attending school;
- b. Not younger than age 14 or (unless an individual with a disability who is attending school under state law) or older than age 21;
- c. Is a low income individual; and
- d. Has one (1) or more of the following barriers:
 - Basic skills deficient;
 - An English language learner;
 - An offender;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - Pregnant or parenting;
 - An individual with a disability; or
 - An individual who requires additional assistance to complete an education program or to secure or hold employment as defined by the local area.

Five Percent (5%) Limitation of In-School Youth Eligibility

Not more than five percent (5%) of in-school youth may be eligible based upon being an individual who requires additional assistance to complete an educational program or to secure or hold employment.

Participation

The point at which the individual has been determined eligible for youth program services, has received an assessment and has received or is receiving at least one (1) program element and is the point at which the individual is to be included in calculations for performance measures.

Work Experience

Work Experience may take place in the private sector, the non-profit sector or the public sector. Work experience provides the youth participant with opportunities for career exploration and skill development. Work experience must include academic and occupational education. The types of work experience include summer employment opportunities and other employment opportunities available throughout the year, pre-apprenticeship programs, internships and job shadowing and on-the-job training opportunities. This program reflects the integrated education and training model and requires education and training to occur concurrently and contextually with workforce participation activities and workforce training. This element describes how workplace preparation activities, basic academic skills and hands-on occupational skill training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster or career pathway. Not less than twenty percent (20%) of the youth program funds shall be used to provide in-school and out-of-school youth with work experience activities. WIOA youth programs must track program funds spent on paid and unpaid work experience including wages and staff costs for the development and management of work experience and report such expenditures as part of the local WIOA youth financial reporting.

Leadership Development

Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.

Tutoring/Study Skills/Dropout Prevention

These strategies must lead to completion of the requirement for a secondary school diploma or its recognized equivalent, including a recognized certificate or attendance or similar document for individuals with disabilities, or for a recognized post-secondary credential.

Adult Mentoring

One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.

Financial Literacy

Services to enhance an individual's ability to: create household budgets; initiate savings plans; make informed financial decisions; manage spending, credit and debt; increase awareness on the availability and significance of credit reports; to understand, evaluate and compare financial products, services and opportunities; and to address the particular financial literacy needs of non-English speakers.

Follow-Up Services

Activities after completion of participation to monitor youths' success during their transition to employment and further education and to provide assistance as needed for a successful transition.

Employability Skills

Employability skills provide a participant with exposure to the work of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

Post-Secondary Education

A program at an accredited degree granting institution that leads to an academic degree (e.g. AA, AS, BA, BS). Does not include programs offered by degree granting institutions that do not lead to an academic degree.

Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

Military Service

Reporting for active duty.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional Payment

Proportional payment would occur at the Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

On June 30, 2015 Ohio House Bill 64, the state's biennial budget, was signed into law. Section 305.190 of the bill establishes the Comprehensive Case Management and Employment Program (CCMEP). CCMEP serves youth ages 14-24 and is funded by WIOA and TANF funds. Guidance for CCMEP may be accessed at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. The Contractor shall make available Work Experience; Leadership Development Opportunities; Tutoring/Study Skills/ Dropout Prevention; Adult Mentoring; and Financial Literacy for In-School Youth and Out-of-School Youth.
2. The Contractor shall pay all wages or stipends to participants.
3. The Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
4. The Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
5. The Contractor is responsible for monitoring each participant's activities after they are placed in Work Experience.
6. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
7. The Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
8. The Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
9. The Contractor may refer potential participants to the Purchaser for eligibility determination.
10. The Contractor shall employ the necessary staff to operate the program. When available, the Contractor's staff will also assist One-Stop customers in the OhioMeansJobs Center. If the Contractor's staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the CCMEP Youth or One-Stop activities.
11. The Contractor's staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Such policies include but are not limited to Policy Letter 03-2005 Work Experience for Youth and Policy Letter 02-2010 Youth Incentives. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable. Additional new stated guidance on the CCMEP is available at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.
12. The Contractor shall meet all service requirements of this contract. The Contractor's failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
13. The Contractor shall meet the performance standards specified in this contract. The Contractor's failure to meet these standards will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
14. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. The Purchaser will ensure that all participants are eligible for services pursuant to CCMEP WIOA/TANF and local policies and determine which funds will pay for the services. The Purchaser will notify the Contractor on completion of the participants' eligibility.
2. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.

3. The Purchaser will pay all costs related to providing Work Experience; Leadership Development Opportunities; Tutoring/ Study Skills/Dropout Prevention; Adult Mentoring; and Financial Literacy for In-School Youth and Out-of-School Youth of Belmont County consistent with the provisions of Article VIII.
4. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

C. Service Requirements

The goal of the CCMEP WIOA/TANF youth program is to assist youth in making a successful transition to employment and further education to achieve self-sufficiency. The Contractor shall provide Work Experience; Leadership Development Opportunities; Tutoring/Study Skills/Dropout Prevention; Adult Mentoring; and Financial Literacy for In-School Youth and Out-of-School Youth to help them meet this goal as follows and per Article IV: DEFINITIONS:

- **Financial Literacy:** Services to enhance an individual's ability to: create household budgets; initiate savings plans; make informed financial decisions; manage spending; credit and debt; increase awareness on the availability and significance of credit reports; to understand, evaluate and compare financial products, services and opportunities; and to address the particular financial literacy needs of non-English speakers.
- **Leadership Development Opportunities:** Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.
- **Tutoring/Study Skills/Dropout Prevention:** Strategies that lead to the completion of the requirements for a secondary school diploma or its recognized equivalent, including a recognized certificate or attendance or similar document for individuals with disabilities, or for a recognized post-secondary credential.
- **Adult Mentoring:** One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.
- **Work Experience:** Opportunities that provide youth career exploration and skills development. Work experience must include academic and occupational education.
- **Recruitment:** The Contractor will assist the Purchaser in the recruitment of eligible youth for enrollment in program services.

D. Contractual Performance Standards

To reach the outcome and purpose stated herein, the performance of standards under this contract must meet the following standards:

Performance Standards

6. Seventy percent (70%) of the total combined In-School and Out-of-School Youth enrolled in Work Experience will receive a positive worksite evaluation.
7. Seventy percent (70%) of worksite employers participating in Work Experience for In-School and Out-of-School Youth will respond with a positive survey regarding their participation in the program.
8. Seventy percent (70%) of the total combined In-School and Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey regarding their participation in their designated service(s) according to their Individual Opportunity Plan (IOP): Work Experience; Leadership Development Opportunities; Tutoring/Study Skills/ Dropout Prevention; Adult Mentoring; and Financial Literacy.
9. Seventy percent (70%) of In-School Youth enrolled in the CCMEP Program will participate and remain in the program for the school year.
10. 53.4% of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma. This rate is subject to change based on the final outcome of negotiations with the ODJFS.
11. The Contractor must spend not less than seventy-five percent (75%) of the WIOA portion of CCMEP allocated under this contract on Out-of-School Youth. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.
12. The Contractor must not spend less than 20% of the WIOA portion of CCMEP allocated under this contract on Work Experience. This may be in either or both the in-school and out-of-school WIOA category. This may include participant Work Experience wages and the Contractor's staff costs for the development and management of Work Experience. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.
13. The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. This report will be due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of the month.

The Contractor's failure to meet these Contractual Performance Measures will result in the following:

- C. Submission of a correction action plan by the Contractor to the Purchaser outlining the reason for not meeting the performance measures and actions to be implemented to achieve the performance measures; or
- D. Termination of this contract by the Purchaser due to the Contractor's failure to meet the performance measures specified in this contract (Reference Article XXIII Termination and Article XXIV Breach of Contract).

Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to the participants.

E. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Purchaser and Contractor will determine the format of these reports.

The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and modification at the Purchaser's discretion.

F. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-site and on-site activities including file inspection, program observation and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants and other employees. The Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$440,000.00. This is further restricted as follows:

\$242,178.00 is CCMEP TANF Funds (CFDA #93.558)
 \$25,000.00 is CCEMP TANF Administration Funds (CFDA #93.558)
 \$172,822.00 is WIOA Youth Funds (CFDA #17.259) and of the WIOA funds
 Not less than 75% of this contract (\$112,311.75) must be spent on Out-of-School Youth. Not less than 20% of the Belmont County PY17 WIOA Youth Allocation must be spent on Work Experience which includes participant wages and staffing costs for the development and management of Work Experience and may be in-school or out-of-school. The Purchaser will notify the Contractor, in writing, of the 20% amount when the PY20 allocations are released to the Purchaser.

All financial obligations of the Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

The Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10th) day of the following month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to

- E. Failure to meet services requirements;
- F. Failure to meet performance standards;
- G. Failure to meet performance reporting requirements; and
- H. Failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Administrative Staff Wages and Fringes	\$24,592.00
Operating Staff Wages and Fringes	\$128,225.00
Participant Wages and Fringes	\$237,707.00
Operating Expenses	\$41,360.00
Administrative Expenses	\$8,116.00
TOTAL COST:	\$440,000.00
MAXIMUM AUTHORIZED REIMBURSEMENT AMOUNT:	\$440,000.00

IX DUPLICATE BILLING

The Contractor warrants that claims made to the Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by the Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit the use of multiple sources of funds, public or private, to serve participants as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

The Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio or local audit directly related to the performance of this contract.

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be reissued.

The Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of the Purchaser and shall be delivered to the Purchaser when the terms of this contract expire.

XII WARRANTY

The Contractor warrants that its services shall be performed in a professional and work-like manner in accordance with applicable professional standards.

XIII INSURANCE

The Contractor shall comply with laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract and keep in full effect Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement and at the Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, the Contractor is specifically required to retain and make available to the Purchaser all records relating to the performance of services under this contract including all supporting documentation necessary for audit by the Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, the Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its consumers concerning the confidentiality of its consumers. The Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. The Contractor understands that the use or

disclosure of information concerning the Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as this other work does not interfere with the Contractor's performance of services under this contract. The Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of the Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract. The Contractor will report the discovery of any potential conflict of interest to the Purchaser. Should a conflict of interest be discovered during the term of this contract, the Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modification.

The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a county employee has with the Contractor or in its business.

XVIII COMPLIANCE

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations including applicable OMB Circulars, Ohio laws and regulations including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Development Board's policy in the performance of work under this contract.

The Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions and any and all other taxes or payroll deductions required for the performance of the work required hereunder by the Contractor's employees.

The Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended or shall be interpreted to constitute a partnership, association or joint venture between the Contractor and the Purchaser. The Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on the Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

XX ASSIGNMENTS

The Contractor shall not assign this contract without express, prior, written approval of the Purchaser.

XXI SUBCONTRACTS

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior, written approval of the Purchaser. In the event the Purchaser approves of a subcontract of all or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder including delivering services, reporting performance and assisting with evaluation and monitoring as described in this contract. The Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid with Article X of this agreement.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract that failure of performance shall be a breach of this contract and will trigger the other party's right of termination, cancellation, remuneration, repayment, rescission and modification as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify and hold free and harmless the Purchaser, its officers, employees and agents, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor, its officers, agents, employees and independent contractors.

The Contractor shall pay all damages, costs and expenses of the Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by and construed under the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Title VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, the Contractor will not discriminate against any employee, contract worker or applicants for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion,

demotion, transfer, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous spaces, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor or any person claiming through the Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract or in reference to any contractors or subcontractors of the Contractor.

XXX CHILD SUPPORT ENFORCEMENT

The Contractor agrees to cooperate with the Purchaser, ODJFS and other child support enforcement agency in ensuring that the Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, the Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, the Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. The Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to the Purchaser’s Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

The Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND “ANTI-KICKBACK” ACT

The Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

The Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public records under the laws of the State of Ohio. The Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

XXXVIII ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX COPYRIGHTS AND RIGHTS IN DATA

The Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133).

XL PATENT RIGHTS

The Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Departments and Agencies dated February 18, 1983 and Executive Order 12591.

XLI PROCUREMENT

The Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

SIGNATURES:

Jeffery L. Felton /s/
Jeffery Felton, Director
Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950
(740)695-1075

1, July 2020
Date

J. P. Dutton /s/
J. P. Dutton, Belmont County Commissioner

7/8/20
Date

Jerry Echemann /s/
Jerry Echemann, Belmont County Commissioner

7-8-20
Date

Josh Meyer /s/
Josh Meyer, Belmont County Commissioner

7/8/2020
Date

Alaire Mancz /s/
Alaire Mancz, Director
Community Action Commission of Belmont County
153 ½ West Main Street
St. Clairsville, OH 43950
(740)695-0293

June 30, 2020
Date

Approved as to form:
David K. Liberati /s/ Assist P.A
Belmont County Prosecutor
Upon roll call the vote was as follows:

7-2-2020
Date

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

Mr. Dutton said this contract is larger than the prior motion because there is a larger amount of services being provided by the CAC due to their expertise in those areas.

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC, effective July 8, 2020, in the amount of \$4,500 per net leasehold acre for 22.816042 acres located in Colerain Township, for a five-year term, 20% royalty. Total Payment Amount: \$102,672.19.

**PAID-UP
OIL & GAS LEASE**

Lease No. _____

July 8, 2020

This Lease made this 8th day of July, 2020, by and between: **The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice-President, and Josh Meyer 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: 25; SW ¼: Tax Parcel No.: Unknown (Includes that portion of Front Street between parcels 67-00139.000 and 03-90008.000 in Crescent View, Cabinet B, Slide 214), Containing 0.534427 acres

Township: 6; Range: 3; Section: 18; SW ¼: Tax Parcel No.: Unknown (Includes all streets and alleys in the Town of Farmington, Book F, Page 128), Containing 6.118117 acres

Township: 6; Range: 3; Sections: 24 (SW ¼) & 30 (SE ¼): Tax Parcel No.: Unknown (Includes all streets in First Addition to South Barton, Cabinet D, Slide 33), Containing 3.227021 acres

Township: 7; Range: 4; Section: 15; NW ¼: Tax Parcel No.: Unknown (Includes all portions of Country Club Road in The Ridges of Olde Cumberland, Cabinet F, Slide 26), Containing 0.804 acres

Township: 7; Range: 4; Section: 16; SW ¼: Tax Parcel No.: Unknown (Includes all portions of US Route 40 in Tinmar Subdivision, Cabinet F, Slide 51), Containing 0.149 acres

Township: 7; Range: 4; Section: 16; SW ¼: Tax Parcel No.: Unknown (Includes all portions of Tinmar Drive in Tinmar Subdivision 2, Cabinet F, Slide 58), Containing 0.696 acres

Township: 7; Range: 4; Section: 8; SW ¼: Tax Parcel No.: Unknown (Includes all portions of State Route 9 in Henderson Hills First Addition, Cabinet E, Slide 193, and Henderson Hills Third Addition, Cabinet E, Slide 252), Containing 0.719 acres

Township: 7; Range: 4; Section: 8; NW ¼: Tax Parcel No.: Unknown (Includes all portions of State Route 9 in First Subdivision of South Gate Manor, Cabinet C, Slide 178), Containing 1.19 acres

Township: 7; Range: 4; Section: 15; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Evensong Drive in Woods Edge, Cabinet E, Slide 271), Containing 1.853 acres

Township: 7; Range: 4; Section: 8; NW ¼: Tax Parcel No.: Unknown (Includes all portions of Greenbrier Drive in First Subdivision of South Gate Manor, Cabinet C, Slide 178), Containing 2.21 acres

Township: 7; Range: 4; Section: 15; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Sanctuary Drive in Woods Edge First Addition, Cabinet E, Slide 349), Containing 0.437 acres

Township: 7; Range: 4; Section: 14; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Vista Lane in Plat of Vista Estates, Cabinet E, Slide 101), Containing 0.6942 acres

Township: 7; Range: 4; Section: 8; NW ¼: Tax Parcel No.: Unknown (Includes all portions of Scenic Valley Drive in South Gate Addition, Cabinet E, Slide 139 and Plat for Dedication of Scenic Valley Drive, Cabinet E, Slide 281), Containing 0.768 acres

Township: 7; Range: 4; Section: 8; NW & NE ¼: Tax Parcel No.: Unknown (Includes all portions of Glencoe Road, a/k/a County Road 5, in First Subdivision of South Gate Manor, Cabinet C, Slide 178), Containing 0.41 acres

Township: 7; Range: 4; Section: 8; NW ¼: Tax Parcel No.: Unknown (Includes all portions of Summit Drive in South Gate Manor II, Cabinet E, Slide 42), Containing 0.875 acres

Township: 7; Range: 4; Section: 16; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Township Road 731 in Country Club Estates, Cabinet C, Slide 39), Containing 1.00381 acres

Township: 7; Range: 4; Section: 14; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Township Road 525 in Plat of Vista Estates, Cabinet E, Slide 101), Containing 0.6107 acres

Township: 7; Range: 4; Section: 14; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Township Road 722 in Plat of Vista Estates, Cabinet E, Slide 101), Containing 0.1166 acres

Township: 7; Range: 4; Section: 25; SE ¼: Tax Parcel No.: 33-00045.069, Containing 0.91 acres

See attached Exhibit "A" attached hereto and made a part hereof.

and described for the purposes of this agreement as containing a total of 23.325875 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. July 8th, **2020** (effective date) to 11:59 P.M. July 7th, **2025** (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.

July 8, 2020

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.

July 8, 2020

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.

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

IN WITNESS WHEREOF, Lessor and Lessee hereunto set hand and seal.

LESSOR:

The Belmont County Board of Commissioners

J. P. Dutton /s/

By: J.P. Dutton, President

Jerry Echemann /s/

By: Jerry Echemann, Vice-President

Josh Meyer /s/

By: Josh Meyer, Commissioner

LESSEE:

Ascent Resources – Utica, LLC

An Oklahoma Limited Liability Company

By: Kade R. Smith, Attorney-in-Fact

APPROVED AS TO FORM:

David K. Liberati /s/ Assist P.A.

PROSECUTING ATTORNEY

MEMORANDUM OF OIL & GAS LEASE

This Memorandum of Oil and Gas Lease dated the 8th day of July, 2020, by and between **The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice-President, and Josh Meyer as Commissioner**, of 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."

WHEREAS:

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, Lessor did make and execute in favor of Lessee an Oil and Gas Lease dated July 8th, 2020, and made effective July 8th, 2020, which provides for a **Five (5)** year primary term and an option to renew for an additional **Five (5)** year primary term.

Said lease covers all that certain tract of land being described as follows:

Township: 7; Range: 3; Section: 25; SW ¼: Tax Parcel No.: Unknown (Includes that portion of Front Street between parcels 67-00139.000 and 03-90008.000 in Crescent View, Cabinet B, Slide 214), Containing 0.534427 acres

Township: 6; Range: 3; Section: 18; SW ¼: Tax Parcel No.: Unknown (Includes all streets and alleys in the Town of Farmington, Book F, Page 128), Containing 6.118117 acres

Township: 6; Range: 3; Sections: 24 (SW ¼) & 30 (SE ¼): Tax Parcel No.: Unknown (Includes all streets in First Addition to South Barton, Cabinet D, Slide 33), Containing 3.227021 acres

Township: 7; Range: 4; Section: 15; NW ¼: Tax Parcel No.: Unknown (Includes all portions of Country Club Road in The Ridges of Olde Cumberland, Cabinet F, Slide 26), Containing 0.804 acres

Township: 7; Range: 4; Section: 16; SW ¼: Tax Parcel No.: Unknown (Includes all portions of US Route 40 in Tinmar Subdivision, Cabinet F, Slide 51), Containing 0.149 acres

Township: 7; Range: 4; Section: 16; SW ¼: Tax Parcel No.: Unknown (Includes all portions of Tinmar Drive in Tinmar Subdivision 2, Cabinet F, Slide 58), Containing 0.696 acres

Township: 7; Range: 4; Section: 8; SW ¼: Tax Parcel No.: Unknown (Includes all portions of State Route 9 in Henderson Hills First Addition, Cabinet E, Slide 193, and Henderson Hills Third Addition, Cabinet E, Slide 252), Containing 0.719 acres

Township: 7; Range: 4; Section: 8; NW ¼: Tax Parcel No.: Unknown (Includes all portions of State Route 9 in First Subdivision of South Gate Manor, Cabinet C, Slide 178), Containing 1.19 acres

Township: 7; Range: 4; Section: 15; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Evensong Drive in Woods Edge, Cabinet E, Slide 271), Containing 1.853 acres

Township: 7; Range: 4; Section: 8; NW ¼: Tax Parcel No.: Unknown (Includes all portions of Greenbrier Drive in First Subdivision of South Gate Manor, Cabinet C, Slide 178), Containing 2.21 acres

Township: 7; Range: 4; Section: 15; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Sanctuary Drive in Woods Edge First Addition, Cabinet E, Slide 349), Containing 0.437 acres

Township: 7; Range: 4; Section: 14; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Vista Lane in Plat of Vista Estates, Cabinet E, Slide 101), Containing 0.6942 acres

Township: 7; Range: 4; Section: 8; NW ¼: Tax Parcel No.: Unknown (Includes all portions of Scenic Valley Drive in South Gate Addition, Cabinet E, Slide 139 and Plat for Dedication of Scenic Valley Drive, Cabinet E, Slide 281), Containing 0.768 acres

Township: 7; Range: 4; Section: 8; NW & NE ¼: Tax Parcel No.: Unknown (Includes all portions of Glencoe Road, a/k/a County Road 5, in First Subdivision of South Gate Manor, Cabinet C, Slide 178), Containing 0.41 acres

Township: 7; Range: 4; Section: 8; NW ¼: Tax Parcel No.: Unknown (Includes all portions of Summit Drive in South Gate Manor II, Cabinet E, Slide 42), Containing 0.875 acres

Township: 7; Range: 4; Section: 16; SE ¼: Tax Parcel No.: Unknown (Includes all portions of Township Road 731 in Country Club Estates, Cabinet C, Slide 39), Containing 1.00381 acres

Township: 7; Range: 4; Section: 14; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Township Road 525 in Plat of Vista Estates, Cabinet E, Slide 101), Containing 0.6107 acres

Township: 7; Range: 4; Section: 14; NE ¼: Tax Parcel No.: Unknown (Includes all portions of Township Road 722 in Plat of Vista Estates, Cabinet E, Slide 101), Containing 0.1166 acres

Township: 7; Range: 4; Section: 25; SE ¼: Tax Parcel No.: 33-00045.069, Containing 0.91 acres

See attached Exhibit "A" attached hereto and made a part hereof.

Containing 23.325875 acres and located in the Townships of Colerain and Richland, Belmont County, State of Ohio, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof.

This Lease may be extended beyond the primary term by certain activities including, without limitation, conducting operations, producing oil or gas, or making prescribed payments. This Lease also grants to Lessee a Right of First Refusal to match any offer to top lease the leased premises, which right may be exercised by Lessee within Fifteen (15) days after receipt of proper notice from Lessor.

This Memorandum of Oil and Gas Lease is being made and filed for the purpose of giving third parties notice of the existence of the Lease described above. The execution, delivery and recordation of this Memorandum of Oil and Gas Lease shall have no effect upon, and is not intended as an amendment of the terms and conditions of the Lease. It is the intent of the Lessor to lease all of Lessor's interest in and to the properties described herein, whether or not the tracts recited herein are properly described, and further it is understood this lease includes all rights owned by the Lessor in the properties described herein.

July 8, 2020

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

LESSOR:

The Belmont County Board of Commissioners

J. P. Dutton /s/

By: J.P. Dutton, President

Jerry Echemann /s/

By: Jerry Echemann, Vice-President

Josh Meyer /s/

By: Josh Meyer, Commissioner

Upon roll call the vote was as follows:

LESSEE:

**Ascent Resources – Utica, LLC
An Oklahoma Limited Liability Company**

By: Kade R. Smith, Attorney-in-Fact

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

**IN THE MATTER OF ADOPTING THE STATE HIGHWAY EMERGENCY REPAIR
CONSENT AND PARTICIPATION LEGISLATION RESOLUTION**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the State Highway Emergency Repair Consent and Participation Legislation resolution for the emergency project consisting of a landslide repair on CR48 (Lashley Hill Road) PID 113457; BEL-CR48-5.11. Total estimate cost: \$40,956.99.

Note: Federal funding sources will cover 100% of the total project cost.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR ENGINEER'S
PROJECT #20-8 BEL-CR4-7.17 WALL REPLACEMENT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the Belmont County Engineer's Project #20-8 BEL-CR4-7.17 WALL REPLACEMENT to the low bidder, Ohio-West Virginia Excavating Co., in the amount of \$431,282.75, based upon the recommendation of Terry Lively, County Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL AND TERMS OF CONDITIONS FROM
LAYNE CHRISTENSEN COMPANY/WATER & SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept proposal and terms of conditions from Layne Christensen Company in the amount of \$23,200 (one day of work) to perform a collector well lateral inspection for the Belmont County Water and Sewer District, based upon the recommendation of Kelly Porter, Director.

July 8, 2020

Note: Additional days, if required, will be at a cost of \$13,240 per day. 12" diameter, stainless steel pipe elbows, if required, will be at a cost of \$875 each.



June 26, 2020

Belmont County Commissioners
101 W. Main Street
Saint Clairsville, Ohio 43950

RE: Collector Well Lateral Inspection

Gentlemen:

We propose to perform procedures outlined in the March 31, 2020, Belmont County Water District Diver Procedure, attached. Belmont County Water & Sewer District, (BCW), reports pump #3 cannot be utilized due to excessive motion of the pump, described as swaying. This movement was not reported prior to installation of new lateral screens in the well in 2018.

During several phone conversations with members of your staff and your engineer, Jeff Vaughn of Vaughn, Coast and Vaughn, (Vaughn), we have discussed possible causes of the swaying. We have also discussed ways to confirm the cause and mitigate the problem. Pump #3 is longer than the other two pumps, such that the pump suction reaches the elevation of the new laterals, while pumps 1 & 2 are above the elevation of the new laterals.

Three new laterals were installed at locations chosen to avoid the existing laterals and avoid foundations of structures close to the collector well. The new laterals could not be placed lower due to interference with the old laterals with the equipment used to install the new laterals. The new locations were reviewed with Vaughn and the BCW prior to installation.

We will employ a diver to enter the well and execute the attached scope of work under our shared (Layne, BCW and Vaughn), direction. The diver is a commercial, hard hat diver, with ability to communicate activities with surface personnel. A mobile crane will lower the diver into the well with a personnel basket. Our price assumes BCW will open the roof and floor hatches to allow man cage access. We plan no confined space entry, except for the diver entering the well.

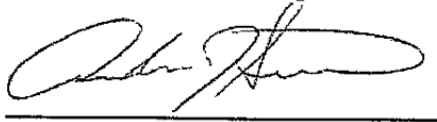
We offer to perform the attached scope in one day, for a cost of \$23,200. Additional days, if required will cost \$13,240. Layne will provide 12" diameter, stainless steel pipe elbows; Schedule 10, with ½" thick flanges for a cost of \$875 each. These need to be ordered 2 weeks before the dive.

We will NOT have with us the tools and equipment to raise the pump #3 suction elevation by removing a column section. To properly perform this work item requires supply of a 5' long column section, to replace an existing 10' long column section.

July 8, 2020

Should you have any questions, please call at your convenience. Thank you for the opportunity to perform this work.

Respectfully,
Layne Christensen Company
Ranney Collector Wells



Andrew J Smith
Project Manager

Proposal and attached Terms & Conditions
Accepted, Belmont County Commissioners

X DPDA

X Jerry Echemann

X J. P. Dutton

Signed J. P. DUTTON
JERRY ECHEMANN, JOSH MEYER

Printed

JULY 8, 2020

Date

C: Jeff Vaughn, VCV
Matt Reed, Ranney

APPROVED AS TO FORM:

David M. Hubicki, Esq. P.A.
PROSECUTING ATTORNEY



Upon roll call the vote was as follows:

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

Mr. Dutton explained this motion is due to some investigative work that was done by the county on one of the well laterals. There is a slight movement that is being investigated.

**IN THE MATTER OF APPROVING ENGAGEMENT LETTER WITH DINSMORE & SHOHL, LLP,
TO ACT AS BOND COUNSEL FOR NOT TO EXCEED \$13,555,000 VARIOUS PURPOSE REFUNDING
BOND ANTICIPATION NOTES, SERIES 2020**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Engagement Letter with Dinsmore & Shohl, LLP, to act as Bond Counsel for not to exceed \$13,555,000 Various Purpose Refunding Bond Anticipation Notes, Series 2020 of the County of Belmont, Ohio.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE ISSUANCE OF

July 8, 2020

**NOT TO EXCEED \$1,000,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO
PAY PART OF COST OF ACQUIRING AND CONSTRUCTING WATER SYSTEM
IMPROVEMENTS, INCLUDING WATER LATERALS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution authorizing the issuance of not to exceed \$1,000,000 of notes to renew notes previously issued to pay part of the cost of acquiring and constructing water system improvements, including water laterals.

ENTERED IN COMMISSIONERS' JOURNAL

NO. 103, PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o'clock a.m., on July 8th, 2020, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Dutton _____ Mr. Echemann _____ Mr. Meyer _____

Absent: _____

There was presented to the Board a Certificate As To Maximum Maturity of Bonds and Bond Anticipation Notes signed by the County Auditor.

Mr. Dutton _____ moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. N/A

**RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,000,000 OF NOTES TO
RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF ACQUIRING AND
CONSTRUCTING WATER SYSTEM IMPROVEMENTS, INCLUDING WATER LATERALS.**

WHEREAS, this Board of County Commissioners of the County of Belmont, Ohio (the "County") has heretofore determined the necessity of acquiring and constructing water system improvements, including water laterals (collectively, the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is forty (40) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from the net revenues of the County's water supply, treatment, storage and distribution utility, and on such notes from such net revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues"); and

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$1,000,000 are about to mature and should be renewed in a principal amount not to exceed \$1,000,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$1,000,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately August 1, 2021, shall bear interest at the rate of approximately six percent (6%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding forty (40) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in a principal amount not to exceed \$1,000,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes may be subject to call for redemption prior to maturity as set forth in the Certificate of Award.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Note during the 15day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "Water System Improvement Bond Anticipation Notes, Series 2020" or as otherwise provided in the Certificate of Award.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such consolidated note issue is referred to herein as the "Consolidated Note Issue."

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest

collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes, alone or as a part of the Consolidated Note Issue, in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 12. That this Board of County Commissioners hereby authorizes the County to participate in the Ohio Market Access Program – Note Wrap - offered by the Treasurer of the State of Ohio (the "Program"), provided that participation in the Program is in the best interests of the County to be conclusively evidence by an affirmative determination by the County Auditor to do so in the Certificate of Award.

SECTION 13. That the Standby Note Purchase Agreement (the "Note Purchase Agreement") required as part of the Program is hereby authorized in the form presented to this Board of County Commissioners with such changes not materially adverse to the County as may be approved by the authorized signatories of the County executing the Note Purchase Agreement, as provided in this resolution. The Board acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event the County is unable to repay the principal amount and accrued and unpaid interest of the Notes at maturity, whether through its own funds or through the issuance of other obligations of the County, the Treasurer of State agrees to purchase either (a) the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity, or (b) renewal notes of the County (the "Renewal Notes") in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with the Renewal Notes bearing interest at a rate of the lower of the maximum interest rate provided by law or the 1-year MMD (Municipal Market Data) Index for "AAA"-rated obligations plus 400 basis points (or such other rate methodology then in effect as part of the Program), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of the Renewal Notes the County shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) the Renewal Notes are the legal, valid, and binding general obligations of the County, and the principal of and interest on the Renewal Notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes within the ten-mill limitation imposed by law on all property subject to ad valorem taxes levied by the County and (ii) interest on the Renewal Notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended to the same extent that interest on the notes is so excluded.

In addition, the County acknowledges that the Treasurer of State will establish an "After Maturity Interest Rate," as generally provided for as part of the Program and as specifically provided for within the Note Purchase Agreement. The After Market Interest Rate as calculated pursuant to the Note Purchase Agreement is hereby specifically approved.

The County Auditor or at least any two members of this Board of County Commissioners are hereby authorized to take all actions that may in their judgment reasonably be necessary to provide for such Note Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of such Note Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer of State at stated maturity.

SECTION 14. That the County Auditor, at least any two members of this Board of County Commissioners, or any other authorized individuals, individually or in any combination, are hereby authorized to execute any and all necessary agreements, certificates, and other documentation in order to effectuate the issuance and delivery of the Notes, including without limitation, the Note Purchase Agreement.

SECTION 15. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 16. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 17. That this resolution shall take effect immediately upon its adoption.

Mr. Echemann _____ seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Dutton _____ Mr. Echemann _____ Mr. Meyer _____

NAYS: _____

ADOPTED, this 8th day of July, 2020.

Bonnie Zuzak /s/

Clerk
Board of County Commissioners
County of Belmont, Ohio

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,905,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF COST OF ROAD IMPROVEMENTS

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution authorizing the issuance of not to exceed \$2,905,000 of notes to renew notes previously issued to pay part of the cost of road improvements.

ENTERED IN COMMISSIONERS' JOURNAL
NO. 103, PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o'clock a.m., on July 8th.

July 8, 2020

2020, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Dutton _____ Mr. Echemann _____ Mr. Meyer _____

Absent: _____

There was presented to the Board a Certificate As To Maximum Maturity of Bonds and Bond Anticipation Notes signed by the County Auditor.

Mr. Dutton _____ moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. N/A

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,905,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF ROAD IMPROVEMENTS.

WHEREAS, this Board of County Commissioners of the County of Belmont, Ohio (the "County") has heretofore determined the necessity of constructing road improvements in the Mall Road area of the County (the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is twenty (20) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from service payments in lieu of taxes and other payments received by the County with respect to the Project and the general revenues of the County (collectively, the "Revenues"); and

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$2,975,000 are about to mature and should be renewed in a principal amount not to exceed \$2,905,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$2,905,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately August 1, 2021, shall bear interest at the rate of approximately six percent (6%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding twenty (20) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in a principal amount not to exceed \$2,905,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Note during the 15day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "Road Improvement Bond Anticipation Notes, Series 2020" or as otherwise provided in the Certificate of Award.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such consolidated note issue is referred to herein as the "Consolidated Note Issue."

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on

the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That at least two members of this Board of County Commissioners and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes as a part of the Consolidated Notes Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 12. That this Board of County Commissioners hereby authorizes the County to participate in the Ohio Market Access Program – Note Wrap - offered by the Treasurer of the State of Ohio (the “Program”), provided that participation in the Program is in the best interests of the County to be conclusively evidence by an affirmative determination by the County Auditor to do so in the Certificate of Award.

SECTION 13. That the Standby Note Purchase Agreement (the “Note Purchase Agreement”) required as part of the Program is hereby authorized in the form presented to this Board of County Commissioners with such changes not materially adverse to the County as may be approved by the authorized signatories of the County executing the Note Purchase Agreement, as provided in this resolution. The Board acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event the County is unable to repay the principal amount and accrued and unpaid interest of the Notes at maturity, whether through its own funds or through the issuance of other obligations of the County, the Treasurer of State agrees to purchase either (a) the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity, or (b) renewal notes of the County (the “Renewal Notes”) in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with the Renewal Notes bearing interest at a rate of the lower of the maximum interest rate provided by law or the 1-year MMD (Municipal Market Data) Index for “AAA”-rated obligations plus 400 basis points (or such other rate methodology then in effect as part of the Program), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days’ notice, provided that in connection with the Treasurer of State’s purchase of the Renewal Notes the County shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) the Renewal Notes are the legal, valid, and binding general obligations of the County, and the principal of and interest on the Renewal Notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes within the ten-mill limitation imposed by law on all property subject to ad valorem taxes levied by the County and (ii) interest on the Renewal Notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended to the same extent that interest on the notes is so excluded.

In addition, the County acknowledges that the Treasurer of State will establish an “After Maturity Interest Rate,” as generally provided for as part of the Program and as specifically provided for within the Note Purchase Agreement. The After Market Interest Rate as calculated pursuant to the Note Purchase Agreement is hereby specifically approved.

The County Auditor or at least any two members of this Board of County Commissioners are hereby authorized to take all actions that may in their judgment reasonably be necessary to provide for such Note Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of such Note Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer of State at stated maturity.

SECTION 14. That the County Auditor, at least any two members of this Board of County Commissioners, or any other authorized individuals, individually or in any combination, are hereby authorized to execute any and all necessary agreements, certificates, and other documentation in order to effectuate the issuance and delivery of the Notes, including without limitation, the Note Purchase Agreement.

SECTION 15. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 16. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 17. That this resolution shall take effect immediately upon its adoption.

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

AYES: Mr. Dutton Mr. Echemann Mr. Meyer

NAYS:

ADOPTED, this 8th day of July, 2020.

Bonnie Zuzak /s/
Board of County Commissioners
County of Belmont, Ohio

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$9,650,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF COST OF ACQUIRING AND RENOVATING TWO BUILDINGS TO HOUSE AGENCIES, DEPARTMENTS, BOARDS, OR COMMISSIONS OF THE COUNTY

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution authorizing the issuance of not to exceed \$9,650,000 of notes to renew notes previously issued to pay part of the cost of acquiring and renovating two buildings to house agencies, departments, boards, or commissions of the county, with related furniture, fixtures and equipment.

COUNTY OF BELMONT, OHIO
RESOLUTION NO. N/A

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$9,650,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF ACQUIRING AND RENOVATING TWO BUILDINGS TO HOUSE AGENCIES, DEPARTMENTS, BOARDS, OR COMMISSIONS OF THE COUNTY, WITH RELATED FURNITURE, FIXTURES AND EQUIPMENT.

WHEREAS, this Board of County Commissioners of the County of Belmont, Ohio (the "County") has heretofore determined the necessity of acquiring and renovating two buildings to house agencies, departments, boards, commissions, or courts of the County, with related furniture, fixtures and equipment (the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is twenty-six (26) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from revenues, other than revenues from unvoted County property taxes, derived from leases or other agreements between the County and those agencies, departments, boards or commissions relating to the use of the Project, and on such notes from such revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues");

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$3,750,000 and \$7,900,000 are about to mature and should be renewed in a principal amount not to exceed \$2,750,000 and \$6,900,000, respectively (not to exceed \$9,650,000 in aggregate);

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$9,650,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately August 1, 2021, shall bear interest at the rate of approximately seven percent (7%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding twenty-six (26) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$9,650,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Note during the 15day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "Building Improvement and Renovation Bond Anticipation Notes, Series 2020" or as otherwise provided in the Certificate of Award.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such Note issue is referred to herein as the "Consolidated Note Issue".

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That at least two members of this Board of County Commissioners and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes as a part of the Consolidated Notes Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 12. That this Board of County Commissioners hereby authorizes the County to participate in the Ohio Market Access Program – Note Wrap - offered by the Treasurer of the State of Ohio (the “Program”), provided that participation in the Program is in the best interests of the County to be conclusively evidence by an affirmative determination by the County Auditor to do so in the Certificate of Award.

SECTION 13. That the Standby Note Purchase Agreement (the “Note Purchase Agreement”) required as part of the Program is hereby authorized in the form presented to this Board of County Commissioners with such changes not materially adverse to the County as may be approved by the authorized signatories of the County executing the Note Purchase Agreement, as provided in this resolution. The Board acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event the County is unable to repay the principal amount and accrued and unpaid interest of the Notes at maturity, whether through its own funds or through the issuance of other obligations of the County, the Treasurer of State agrees to purchase either (a) the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity, or (b) renewal notes of the County (the “Renewal Notes”) in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with the Renewal Notes bearing interest at a rate of the lower of the maximum interest rate provided by law or the 1-year MMD (Municipal Market Data) Index for “AAA”-rated obligations plus 400 basis points (or such other rate methodology then in effect as part of the Program), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days’ notice, provided that in connection with the Treasurer of State’s purchase of the Renewal Notes the County shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) the Renewal Notes are the legal, valid, and binding general obligations of the County, and the principal of and interest on the Renewal Notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes within the ten-mill limitation imposed by law on all property subject to ad valorem taxes levied by the County and (ii) interest on the Renewal Notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended to the same extent that interest on the notes is so excluded.

In addition, the County acknowledges that the Treasurer of State will establish an “After Maturity Interest Rate,” as generally provided for as part of the Program and as specifically provided for within the Note Purchase Agreement. The After Market Interest Rate as calculated pursuant to the Note Purchase Agreement is hereby specifically approved.

The County Auditor or at least any two members of this Board of County Commissioners are hereby authorized to take all actions that may in their judgment reasonably be necessary to provide for such Note Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of such Note Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer of State at stated maturity.

SECTION 14. That the County Auditor, at least any two members of this Board of County Commissioners, or any other authorized individuals, individually or in any combination, are hereby authorized to execute any and all necessary agreements, certificates, and other documentation in order to effectuate the issuance and delivery of the Notes, including without limitation, the Note Purchase Agreement.

SECTION 15. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 16. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 17. That this resolution shall take effect immediately upon its adoption.

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

AYES: Mr. Dutton Mr. Echemann Mr. Meyer

NAYS:

ADOPTED, this 8th day of July, 2020.

Bonnie Zuzak /s/ Clerk Board of County Commissioners County of Belmont, Ohio

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION CONSOLIDATING UP TO THREE BOND ANTICIPATION NOTE ISSUES OF THE COUNTY OF BELMONT, OHIO INTO A CONSOLIDATED NOTE ISSUE, AND ESTABLISHING TERMS OF SUCH CONSOLIDATED NOTE ISSUE

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution consolidating up to three bond anticipation note issues of the County of Belmont, Ohio into a consolidated note issue, and establishing the terms of such consolidated note issue.

ENTERED IN COMMISSIONERS’ JOURNAL NO. 103, PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o’clock a.m., on July 8th, 2020, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Dutton Mr. Echemann Mr. Meyer

Absent:

Mr. Dutton moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO RESOLUTION NO. N/A

RESOLUTION CONSOLIDATING UP TO THREE BOND ANTICIPATION NOTE ISSUES OF THE COUNTY OF BELMONT, OHIO INTO A CONSOLIDATED NOTE ISSUE, AND ESTABLISHING THE TERMS OF SUCH CONSOLIDATED NOTE ISSUE.

WHEREAS, this Board of County Commissioners has adopted four resolutions authorizing the following general obligation bond anticipation note issues pursuant to Chapter 133 of the Ohio Revised Code for the purposes indicated: (i) not to exceed \$1,000,000 Water System Improvement Bond Anticipation Notes, Series 2020 for the purpose of renewing notes previously issued for the purpose of paying part of the costs of acquiring and constructing water system improvements, including water laterals; (ii) not to exceed \$2,905,000 Road Improvement Bond Anticipation Notes, Series 2020 for the purpose of renewing notes previously issued for the purpose of paying part of the costs of constructing road improvements in the Mall Road area of the County; (iii) not to exceed \$9,650,000 Building Improvement and Renovation Bond Anticipation Notes, Series 2020 for the purpose of renewing notes previously issued for the purpose of paying part of the costs of acquiring and renovating two buildings to house agencies, departments, boards, commissions, or courts of the County, with related furniture, fixtures and equipment (such note issues are collectively referred to as the "2020 Series Notes"); and

WHEREAS, this Board of County Commissioners desires to authorize the issuance and sale of some or all of the 2020 Series Notes on a consolidated basis pursuant to Section 133.30(B) of the Ohio Revised Code and this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio:

SECTION 1. That pursuant to the provisions of Section 133.30(B) of the Ohio Revised Code, some or all of the 2020 Series Notes, as determined by the County Auditor in the Certificate of Award, as hereinafter defined, without further action of this Board of County Commissioners, shall be consolidated into a single note issue which shall be designated "Various Purpose Refunding Bond Anticipation Notes, Series 2020" or as otherwise provided in the Certificate of Award (such consolidated notes are hereinafter referred to as the "Consolidated Notes").

SECTION 2. That the Consolidated Notes shall be issued under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. The Consolidated Notes shall (i) be dated as of the same date as the 2020 Series Notes included in the Consolidated Notes, (ii) be in a principal amount equal to the sum of the aggregate principal amounts of such 2020 Series Notes, (iii) be numbered from R1 upwards in order of issuance, (iv) be of the denominations of \$100,000 or more requested by the purchaser, (v) mature on the date such 2020 Series Notes mature in an amount equal to the sum of the maturity amounts for such 2020 Series Notes for such date, and (vi) bear interest payable at maturity at a rate equal to the rate of interest on such 2020 Series Notes.

The Consolidated Notes shall not be subject to call for redemption at any time prior to maturity, unless otherwise set forth in the Certificate of Award.

It is hereby determined by this Board of County Commissioners that the issuance of the Consolidated Notes provided herein are in the best interests of the County and that the maturity provisions set forth above are consistent with the aggregate of the separate maturities of the respective resolutions authorizing the 2020 Series Notes.

SECTION 3. That the Consolidated Notes shall express upon their faces a summary statement of purposes encompassing the purposes stated in the resolutions authorizing the 2020 Series Notes and that they are issued in pursuance of this resolution. The Consolidated Notes shall be in fully registered form without coupons, shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimile signatures. The Consolidated Notes shall be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company to be designated the County Auditor in the Certificate of Award (as hereinafter defined) without further action of this Board of County Commissioners as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, without deduction for exchange, collection or service charges, to the person whose name appears on the Note registration records as the registered holder thereof. The Consolidated Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

The Consolidated Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Consolidated Note during the 15day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Consolidated Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

The County and the Paying Agent and Registrar may deem and treat the registered holders of the Consolidated Notes as the absolute owners thereof for all purposes, and neither the County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That the provisions of the respective resolutions authorizing the 2020 Series Notes included in the Consolidated Notes relating to security and sources of payment, federal tax status of such 2020 Series Notes and of interest payable thereon, are hereby incorporated by reference into this resolution and the Consolidated Notes.

SECTION 5. That the Consolidated Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the "Purchaser") at not less than 100% of the principal amount thereof plus accrued interest to the date of delivery, as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award") pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The Clerk, acting as the Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Consolidated Notes (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Consolidated Notes to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Consolidated Notes pursuant to the provisions of the Purchase Agreement. The proceeds from the sale of the Consolidated Notes, except as any premium and accrued interest received, shall be apportioned, deposited and credited in accordance with Section 133.32 of the Ohio Revised Code to the respective purposes and funds in accordance with the amount of each issue of 2020 Series Notes and for which purposes such proceeds are hereby appropriated. Any premium and accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of the Consolidated Notes in the manner provided by law.

SECTION 6. That for purposes of this resolution, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Consolidated Notes may be transferred only through a book entry, and (ii) physical Consolidated Note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Consolidated Notes "immobilized" to the custody of the Depository, and the book entry maintained by others than this County is the record that identifies the owners of beneficial interests in those Consolidated Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Consolidated Notes or principal and interest, and to effect transfers of Consolidated Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Consolidated Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Consolidated Notes, notwithstanding any other provision of this resolution. If and as long as a book entry system is utilized with respect to any of such Consolidated Notes: (i) there shall be a single Consolidated Note of each maturity; (ii) those Consolidated Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Consolidated Notes in book entry form shall have no right to receive Consolidated Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Consolidated Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Consolidated Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Consolidated Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this County's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Consolidated Notes as provided in this resolution.

July 8, 2020

Mr. Dutton explained the \$1,000,000 note is for the 2017 work done on the laterals on the well underneath the Ohio River that is source water for the Sanitary Sewer District. The \$2,905,000 note for road improvements is the county portion of the mall road interchange project that is being currently financed through the Tax Increment Financing (TIF) District. The \$9,650,000 note is in relation to the two building west of St. Clairsville, one which has been renovated and the other is currently in the middle of renovations. Mr. Dutton said they are in a note issue rather than a bond issuance because it allows the county to pay down debt quicker. If locked into a bond issuance the county can not pay the amount off early. He said the board has been aggressive in terms of how they are approaching county debt. Mr. Dutton added the well laterals is being paid by the Sanitary Sewer District, not the General Fund and is part of the USDA package on the water side. He said the building improvement project is being funded through casino funds that are received from the State of Ohio as well as additional funding that has been put in place via oil & gas revenue.

**IN THE MATTER OF APPROVING QUOTE NUMBER 986
FROM DIGITAL DATA COMMUNICATIONS, INC./HR DEPT.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Quote Number 986 from Digital Data Communications, Inc., in the amount of \$1,900.32 for one Levano T590 laptop and accessories for the Belmont County Human Resources Department.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGING STATUS OF JOANNE LUCAS
FROM FULL-TIME TO INTERMITTENT LICENSED PRACTICAL NURSE/JAIL**

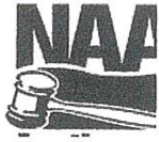
Motion made by Mr. Dutton, seconded by Mr. Echemann to change the status of Joanne Lucas from full-time to Intermittent Licensed Practical Nurse at the Belmont County Jail, effective July 12, 2020.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE AUCTION SALE AGREEMENT WITH
DAVID JONES, CAI AUCTIONEER/COUNTY AUCTION**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Auction Sale Agreement with David Jones, CAI Auctioneer, [400 East High Street, Flushing, OH, 43977](#), to conduct the annual Belmont County Auction to be held Monday, July 20, 2020, beginning at 4:00 p.m. at 68401 Hammond Road.



400 East High Street Flushing, OH 43977
 Phone: (740) 968-3710 Fax: (740) 968-3690
 Cell: (740) 391-3710



Auction Sale Agreement

Date July 3-20

1. I hereby grant unto David Jones the exclusive right and authority to sell the personal property of Belmont County Commission described on the auction inventory or auction advertising at public auction. Located at Hammond Rd St. Clairsville, OH
 County Bel State Oh

2. Auction will be held on July 20-20 Time 4:00

3. I have the full power and authority to sell the personal property and that said property is free and clear of all liens and encumbrances Except as follow:
None

4. I agree to pay David Jones Auctioneer a commission of percent of the gross proceeds of personal property. 8%
 Percent of — and — percent of Minimum fee of None

5. I the seller agree to pay all paper ads, Approx. price of 500.00 and the following other expenses None

6. The terms and conditions are Cash or a good check day of auction. Collection of bad checks, debts and collection of unpaid money will be the responsibility of David Jones Auctioneer in cooperation of the seller.

7. The auctioneer's policy will not accept absentee bids.

8. All proceeds will be deposited in David Jones escrow account. Settlement will occur within 15 days of the date of the auction unless advised otherwise. Stated

9. Any unsold items will be the responsibility of the seller. The auctioneer will dispose of [Unsold items at our auction center]

10. Auction shall be a reserve auction as defined in ORC 4707.01

11. I AGREE NOT TO SELL OR REMOVE ANY ITEM FROM THE PREMISES AFTER THE DATE OF THIS CONTRACT EVEN THOUGH THEY MAY NOT BE ON ANY ADVERTISEMENT.

12. The seller agrees to indemnify and save harmless David Jones and his employees, against any and all claims, demands, action or causes of action whatsoever in any manner arising by the execution of this contract.

13. It is mutually agreed that this contract shall be binding upon the undersigned and the separate heirs, administrator, executors, assigns and the successors in interest of the undersigned.

14. The auctioneer may hire other auctioneers to assist him in any auctions he may conduct.

15. The undersigned auctioneer is licensed by Ohio Department of Agriculture and bonded by the state of Ohio under the auction recovery fund.

16. In witness whereof the parties have hereunto executed this contract in duplicate on the date set forth above.

17. I have read the above contract and agree to the conditions thereof. I hereby acknowledge the receipt of a copy of this agreement.

By X O P O A.
X Jerry Echemann Address _____ Ph. _____

By [Signature] Address _____ Ph. _____

Auctioneer: David Jones CMAA Auct

Attorney: _____ APPROVED AS TO FORM: _____ Probate No: _____

[Signature]
 PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, inquired if there have been any positive results due to COVID-19. Mr. Dutton said, "One of the biggest positives that has been highlighted is the communication and coordination across the county which has already existed on a day to day basis, but these last several months have really highlighted how much coordination there really is when you look at an emergency management standpoint, the fire districts, EMS or the Health Department working with the local schools and local healthcare systems since this begin." Mr. Meyer said the way each office throughout the county has adapted to the situation has been tremendous and found ways to operate more efficiently.

Mr. Hord asked for an update on the Oakview facility that houses the Records Department. Mr. Dutton said it's still on the agenda and it's something that needs done, it's just when. Everything since March has complicated that. The board has evaluated potential sites to relocate the records to a new facility.

Frank Papini, Belmont County Census Committee, gave an update on the Census numbers. At this time in 2010 Belmont County was at a 77% response rate, for 2020 they are now at a 71% response rate. Census workers will be going door-to-door soon to talk to residents of the county about getting their census packet filled out. He said if you didn't get a packet in the mail you can call for one to be sent to you or go online to fill it out.

RECESS

Belmont County Budget Hearing for FY 2021

Present: Auditor Anthony Rocchio, Assistant Clerks, Jaclynn Smolenak and Lisa Vannoy.

Mr. Dutton said notices were sent to elected officials and department heads asking them to put together their projected needs for 2021. The Commissioners' staff along with the Auditor's office puts together what the 2021 budget would look like as a whole by compiling those requests. He said there are a lot more conversations that will be had with department heads and elected officials. There will be meetings and hearings set up, probably starting late next month and going throughout the fall. Mr. Dutton said, "Challenges remain. We've have talked about that extensively, probably more so than over the last few previous years due to COVID. We're still waiting for numbers from the state which is customary, but we still hope to have more factual numbers beyond estimates for the month of April, May and even June." He said this will directly relate to how we are going to budget moving forward. We cannot run a deficit; the budget must be balanced so those revenues will be very important to determine what the budget will look like for next year and what county operations will look like for next year. Mr. Meyer said, "In general, 2020 has been a challenging year. We're still hopeful and optimistic we'll be able to move forward with a solid budget." He added Auditor Rocchio has been very attentive to the board and they have met on a weekly basis for discussions and will continue to do that. Mr. Rocchio said, as of now, everything is status quo from last year. He said there is a lot of stipulations with the CARES Act funding, at a county level they have had some expenses. The biggest issue is the revenue loss from the sales tax. Mr. Rocchio said we are one of the hardest hit counties across the state if you take out the big five. The last few months we have had a loss of over 20%. Mr. Dutton said we remain cautiously optimistic that we can proceed into the next year with not much noticeable difference, but it is still early. He said they have taken a lot of steps early that may prove to be very helpful later next year. Mr. Dutton said he hopes the steps they have taken over the last few years regarding the budget provides a softer landing. Mr. Rocchio said the county is still on track to meet certification for the year. "It's going to be important to see how the local economy is going to respond from now till the end of the year," said Mr. Dutton. He thanked Jaclynn and Lisa for the work they do.

IN THE MATTER OF APPROVING AND HEREBY SUBMIT THE BELMONT COUNTY BOARD OF COMMISSIONERS' ANNUAL BUDGET FOR FISCAL YEAR COMMENCING JANUARY 1, 2021

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and hereby submit the Belmont County Board of Commissioners' Annual Budget for the fiscal year commencing January 1, 2021 for consideration by the County Budget Commission.

Upon roll call the vote was as follows:

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

RECESS

COVID-19 UPDATE- Rob Sproul, Deputy Health Commissioner, said there are 580 positive cases in the county, 515 recoveries, six hospitalized and 22 deaths. He said Belmont County is seeing small increases in their numbers. The state has put out their new alert system, Belmont County is in the orange range. If you are in the red or purple range it is mandatory requirement to wear face coverings. The state reviews this every Thursday. Kids under the age of 10 or people who can not wear the masks are not required to do so. Mr. Sproul said the school districts have guidelines to follow for reopening, but it is up to them to decide how they will do it. "It's going to be an epic task, honestly. Trying to figure out how they're going to accomplish all this. The cost is going to be astronomical because they're going to be required to have hand sanitizers at all locations and additional hand washing. All the additional cleanings, it's going to kill their budget," said Mr. Sproul. They also will have to practice social distancing which will be hard with 30 children in a classroom. He said the Ohio National Guard is assisting with testing staff and residents in local nursing homes. Mr. Dutton said he appreciates the weekly updates. He added he feels the numbers are leveling off and the numbers of recoveries are increasing.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:17 A.M

Motion made by Mr. Dutton, 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 employment and compensation of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:52 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:52 a.m.

Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there are two motions for the board to consider.

IN THE MATTER ADOPTING RESOLUTION ESTABLISHING THE SCALES FOR THE SALARIES OF SENIOR SERVICES OF BELMONT COUNTY ADMINISTRATORS AND APPROVING ONE-TIME PAY ADJUSTMENTS FOR THE ADMINISTRATORS

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

Whereas, a pay scale has been adopted on July 8, 2020, for the Senior Services of Belmont County Administrators; and

Whereas, due to their years of service and performance in their roles each Administrator will be placed on the scale or given a one-time lump sum payment if they are above the new scale.

Now, therefore be it resolved, the Board of Commissioners have agreed to the following breakdown of increases or payment, effective July 13, 2020 until such time as future increases within the scale are approved by the Senior Services of Belmont County Executive Director:

SSOBC Administrator Pay Scales

July 8, 2020

	YEARS OF EXPERIENCE					
	0	7	8	15	16+	
	MIN		MID		MAX	
Administrator	39,520	43,680	43,681	47,840	47,841	52,000

Lee Ann Pytlak – Finance Administrator

New Hire Annual Salary - \$43,000.000 (bi-weekly \$1,653.846)

Michael McBride – Transportation Administrator

Current Annual Salary - \$37,086.40 (bi-weekly \$1,426.40)

New Annual Salary - \$43,000.000 (bi-weekly \$1,653.846)

Shirley Jo Case – Center & Home Care Services Administrator

Current Annual Salary - \$36,576.80 (bi-weekly \$1,406.80)

New Annual Salary - \$39,520.000 (bi-weekly \$1,520.000)

Tina Burkhart – Nutrition Administrator

Current Annual Salary - \$52,457.60 (bi-weekly \$2,017.60)

Lump sum payout – 3% (\$1,573.728)

Adopted this 8th day of July, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING LEE ANNE PYTLAK AS FULL-TIME FISCAL ADMINISTRATOR/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hiring of Lee Anne Pytlak as full-time Fiscal Administrator at Senior Services of Belmont County, effective July 13, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 1:20 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:20 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 15th day of July, 2020.

J. P. Dutton /s/ _____

Jerry Echemann /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

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

J. P. Dutton /s/ _____ PRESIDENT

Bonnie Zuzak /s/ _____ CLERK