

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, Jerry Echemann and J. P. Dutton, Commissioners and Bonnie Zuzak, 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 \$19,184,103.79

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:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0040-A002-G08.003 PERS	E-0040-A002-G02.002 Salaries	\$203,012.14
E-0051-A001-A50.000 Budget Stabilization	E-0042-A002-J00.002 Salaries	\$14,500.00
E-0131-A006-A03.002 Jail Salaries	E-0131-A006-A25.000 Housing of Inmates	\$1,363.00
E-0170-A006-G08.000 Travel Expenses	E-0170-A006-G05.11 Contract Services	\$1,230.13
E-0170-A006-G11.000 Other Expenses	E-0170-A006-G05.11 Contract	\$2,076.73

G50 LODGING EXCISE TAX

FROM	TO	AMOUNT
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G10.000 Colerain Twp	\$27.52
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G11.000 Mead Twp	\$1.60
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G12.000 Village of Barnesville	\$3.90

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:

T71 FEMA FUNDS-ENGINEERS AND N03 FEMA PROJECTS ENGINEERS

FROM	TO	AMOUNT
E-9713-T071-T08.074 Transfer Out	R-9003-N003-N06.574 Transfer In	\$13,637.07

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 12, 2020:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund

E-0170-A006-G08.000	Travel Expenses	\$1,230.13
E-0170-A006-G11.000	Other Expenses	\$2,076.73

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 following meeting dates:

****JULY 15, 2020****

O50 NOTE RET-2014 WATER SYS IMPV/BCWSD

E-9250-O050-O02.051	Interest Payments	\$19,000.00
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****JULY 29, 2020****

Y41 INDIGENT APPLICATION FEES

E-9841-Y041-Y01.000	Remit to State	\$392.24
E-9841-Y041-Y02.000	Remit to County	\$1,569.00

****AUGUST 12, 2020****

A00 GENERAL FUND

E-0021-A002-E03.000	Supplies	\$132.09
E-0057-A006-F04.007	Unemployment	\$368.00
E-0141-A001-C03.010	Supplies	\$2,238.10
E-0141-A001-C13.007	Unemployment	\$370.13

B00 DOG & KENNEL FUND

E-1600-B000-B18.007	Unemployment	\$782.00
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E10 911 FUND

E-2200-E010-E05.012	Equipment	\$20.00
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G50 LODGING EXCISE TAX

E-1910-G050-G01.000	Convention and Visitors Bureau	\$79,997.33
<u>H08 WIA AREA 16 FUND/BCDJFS</u>		
E-2610-H008-H09.000	BRN Funds	\$160,000.00
E-2610-H008-H15.000	Carroll Co. OWIP	\$1,000.00
<u>N03 FEMA PROJECTS ENGINEERS</u>		
E-9003-N003-N03.055	FEMA DR4360 Projects	\$13,637.07
<u>N22 WWS CAPITAL IMPROVEMENTS/BCSSD</u>		
E-9022-N022-N04.055	Contract Projects	\$576,375.67
<u>S30 AOKVIEW JUVENILE RAHBILITATION</u>		
E-8010-S030-S51.002	Salaries	\$17,212.41
E-8010-S030-S60.000	Maintenance & Repairs	\$3,000.00
E-8010-S030-S70.005	Medicare	\$1,300.00
<u>S32 OAKVIEW JUVENILE-ACTIVITY FUND</u>		
E-8012-S032-S00.000	Activity Fund	\$234.40
<u>S33 DISTRICT DETENTION HOME/SARGUS</u>		
E0910-S003-S48.007	Unemployment	\$1,136.20
<u>S54 COMMON PLEAS/GEN SPC/MEDIATION SRV</u>		
E-1544-S054-S01.002	Salary	\$6,425.64
E-1544-S054-S02.003	PERS	\$1,000.00
<u>S55 TARGETED COMM ALTERNATIVE TO PRISON/ADULT PROBATION</u>		
E-1545-S055-S01.000	Grant Expenses	\$35,492.00
<u>S79 CERTIFICATE OF TITLE ADMIN FUND/CLERK OF COURTS</u>		
E-6011-S079-S03.010	Supplies	\$449.86
<u>T71 FEMA FUNDS-ENGINEERS</u>		
E-9713-T071-T08.074	Transfer Out	\$13,637.07
<u>W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM</u>		
E-1511-W080-P01.002	Salary	\$6,300.91
E-1511-W080-P05.003	PERS	\$560.00
E-1511-W080-P15.000	Rent	\$608.00
<u>Y91 EMPLOYER'S SHARE HOLDING ACCOUNT</u>		
E-9891-Y091-Y11.000	Choice Spending Account	\$25,000.00
<u>SHERIFF/VARIOUS FUNDS</u>		
E-0131-A006-A07.000	Training	\$1,000.00
E-0131-A006-A09.000	Medical	\$1,021.14
E-0131-A006-A10.000	Transport	\$100.00
E-0131-A006-A15.007	Unemployment	\$1,057.00
E-0131-A006-A18.000	Radios & Communication	\$3,585.57
E-0131-A006-A20.000	False Alarms	\$150.00
E-0131-A006-A21.000	Towing	\$1,250.00
E-0131-A006-A23.000	Background	\$481.00
E-0131-A006-A24.000	E-SORN	\$720.00
E-0131-A006-A26.000	K-9	\$8,250.00
E-0131-A006-A32.000	Warrant Fee	\$900.00
E-1652-B016-B02.000	DUI	\$525.00
E-5100-S000-S01.010	Commissary	\$16,851.48
E-5101-S001-S06.000	CCW License	\$3,253.00
E-5101-S001-S07.012	CCW Equipment	\$910.00
E-9710-U010-U06.000	Reserve	\$991.89

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.
G50 LODGING EXCISE TAX-\$79,997.33 deposited into R-1910-G050-G01.500 on various dates.

Y91/CHOICE SPENDING-\$25,000 transferred into R-9891-Y091-Y11.500 Choice Spending Account on 08/05/2020.

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 August 12, 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 August 5, 2020.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes

August 12, 2020

Mr. Meyer Yes

**IN THE MATTER OF ENTERING INTO THE GRANT AGREEMENT
FOR COMMUNITY CORRECTIONS FACILITIES BETWEEN STATE OF OHIO,
DEPARTMENT OF YOUTH SERVICES AND OAKVIEW JUVENILE**

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize Commission President J. P. Dutton to sign and enter into the Grant Agreement for Community Corrections Facilities between the State of Ohio, Department of Youth Services and the Oakview Juvenile Residential Center in the amount of \$1,399,407.00 for the period beginning July 1, 2020 to June 30, 2021.

Upon roll call the vote was as follows:

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

Mr. Dutton said a lot of residential centers has seen a slight decrease in occupancy since March, but it is probably trending the other way now.

**IN THE MATTER OF APPROVING PAY REQUEST NUMBER 3
AND PAY REQUEST NUMBER 4 FROM COLAIANNI CONSTRUCTION, INC.
FOR THE BELMONT COUNTY DIVISIONAL COURTS BUILDING RENOVATION PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Request Number 3 (through 06/30/2020) from Colaianni Construction, Inc., in the amount of \$1,012,497.87 and Pay Request Number 4 (through 07/31/2020) in the amount of \$617,014.61 for the Belmont County Divisional Courts Building Renovation project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 1
FROM COLAIANNI CONSTRUCTIONS, INC. FOR THE BELMONE
COUNTY DIVISIONAL COURTS BUILDING RENOVATION PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 1 from Colaianni Construction, Inc., for the Belmont County Divisional Courts Building Renovation Project in the amount of \$34,552.00, for a new contract total of \$6,249,948.00.

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Change Order

PROJECT: (Name and address) Belmont County Divisional Courts Building Renovation 52180 National Road St. Clairsville, Ohio 43950	CONTRACT INFORMATION: Contract For: General Trades Date: March 4, 2020	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: August 12, 2020
OWNER: (Name and address) Board of Commissioners of Belmont County, Ohio 101 West Main Street St. Clairsville, Ohio 43950	ARCHITECT: (Name and address) McKinley & Associates The Maxwell Center 32 Twentieth Street, Suite 210 Wheeling, West Virginia 26003	CONTRACTOR: (Name and address) Colaianni Construction, Inc. 2141 State Route 150 Dillonvale, Ohio 43917

THE CONTRACT IS CHANGED AS FOLLOWS:

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

1. Eliminate the dry automatic sprinkler system and protection of the exterior non-combustible soffits, as set forth in Exhibit A. Net change (\$31,880.00)
2. Convert independent standing curb and sidewalk to integral curb and sidewalk along main entrance drive and employee parking. Add ADA tiles at curb ramp, not indicated on drawings, as set forth in Exhibit B. Net change (\$310.00)
3. Modify 3 exterior hose bibs, as set forth in Exhibit C. Net change (\$2,045.00)
4. Eliminate 3 new floor drains in existing Mechanical Room, as set forth in Exhibit D. Net change (\$1,382.00)
5. Install Trap Seals in lieu of Trap Primers at floor drains, as set forth in Exhibit E. Net change (\$792.00)
6. Modify Detail 2/A3.01 from steel angle to light gauge metal angle, as set forth in Exhibit F. Net change (\$2,670.00)
7. Repair existing conduit at roof penetration for conduit carrying emergency power feed to Title Office Building, and install new conduit supports on roof, designed for rubber roofing, as set forth in Exhibit G. Net change \$2,818.00
8. Eliminate removal and replacement of approximately 30 lf of extruded curbing along drive to Judges' Entrance, as set forth in Exhibit H. Net change (\$551.00)
9. Provide Carpet Tile 1 and rubber base in Room 186A, as set forth in Exhibit I. Net change \$1,347.00
10. Provide Carpet Tile and Rubber Base in Rooms 125 and 126 in lieu of Sealed Concrete, as set forth in Exhibit J. Net change \$913.00

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

The original Contract Sum was	\$ 6,284,500.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 6,284,500.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 34,552.00
The new Contract Sum including this Change Order will be	\$ 6,249,948.00

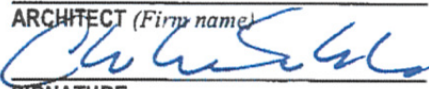
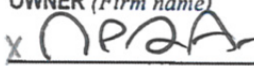


The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract

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Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

McKinley & Associates	Colaianni Construction, Inc.	Board of Commissioners of Belmont County, Ohio
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
		X 
SIGNATURE	SIGNATURE	SIGNATURE
CHRISTINA SCHESSLER		J.P. Dutton, Commissioner
PRINTED NAME AND TITLE SENIOR	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
8-11-20 ARCH.		8/12/20
DATE	DATE	DATE
		X 
		SIGNATURE
		Jerome Echemann
		PRINTED NAME AND TITLE
		8-12-20
		DATE
		X 
		SIGNATURE
		Josh Meyer Commissioner
		PRINTED NAME AND TITLE
		8/12/2020
		DATE

Upon roll call the vote was as follows:

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

Mr. Dutton said work continues at the project site and there is a construction meeting later this week. He noted the change order is for mainly credits. Mr. Dutton said as you get into a renovation project items tend to be uncovered that needs addressed. "Our intention, when we got into this renovation project, was to make sure that at the end of the project we felt comfortable this building would be set up for several years in the future. This is more than just a redesign of the inside, we are doing some structural upgrades to the building that should allow it to be a continued asset for Belmont County," said Mr. Dutton.

COMMISSIONER J. P. DUTTON TO REPRESENT THE BELMONT COUNTY BOARD OF COMMISSIONERS ON THE COUNTY SUB-COMMITTEE FOR THE OHIO PUBLIC WORKS COMMISSION ROUND 35 PROJECTS
RESOLUTION

Resolution authorizing Commissioner J. P. Dutton to represent the Belmont County Board of Commissioners on the County Sub-Committee for Ohio Public Works, Round 35 Projects.

Motion made by Commissioner Echemann seconded by Commissioner Meyer to adopt the foregoing resolution this 12th day of August, 2020.

Upon roll call the vote was as follows:

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

Mr. Dutton explained this committee meets yearly. OPWC can award up to 40% grant funding on a project. He said they get a lot of comments from residents on road conditions and they try to assist the County Engineer on these issues and have been very active over the last few years at looking at potential grant opportunities out there to do county road projects rather than try to finance them with county dollars.

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT WITH STRIKE FORCE EAST, LLC/ENGINEERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a **Roadway Use and Maintenance Agreement** with Strike Force East, LLC, effective August 12, 2020, for the use of 1.83 miles of CR 56 (Mt. Victory Road), for pipeline or drilling activity for the Hendershot to Warbel pipeline..

Note: County-wide Bond #019063032 for \$3 million on file.

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

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

RECITALS

WHEREAS, Authority has control of the several county/township roads within York Township in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [Hendershot to Warbel pipeline], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Hendershot to Warbel pipeline] (hereafter collectively referred to as "oil and gas development site") located in York Township in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 1.83 miles of CR 56 (Mt. Victory Road) for the purpose of ingress to and egress from the pipeline or drilling facilities for the [Hendershot to Warbel pipeline] for traffic necessary for the purpose of constructing the pipeline or drilling facilities, (hereinafter referred to collectively as "Pipeline or Drilling Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline or Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 3 below shall apply;

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

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Pipeline or Drilling Activity, prior to the start of Pipeline or Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written

request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary. **BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

1. The portion of CR 56 (Mt. Victory Road) to be utilized by Operator hereunder, is that exclusive portion beginning at TR 132 Little Captina Road and ending at the pipeline access point. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 (Mt. Victory Road) for any of its Pipeline or Drilling Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline or Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline or Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline or Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty

(30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

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

- a. Unless accepted for the reasons provided below, prior to the Pipeline or Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline or Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$732,000 & 00/100 DOLLARS (\$400,000.00/mi paved & \$100,000/mi gravel). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied. The Operator has obtained a County-Wide Bond (019063032) in the amount of \$3,000,000 (Three Million Dollars), therefore satisfying Condition c below. This bond is on file at the Belmont County Engineer's Office and is for use of any County Road. A geotechnical analysis of the route provided by the

- Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
5. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
 6. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
 7. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
 8. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
 9. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority". Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
 10. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
 11. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
 12. Agreement shall be governed by the laws of the State of Ohio.
 13. This Agreement shall be in effect on August 12, 2020.

Executed in duplicate on the dates set forth below.

<u>Authority</u> By: <u>J. P. Dutton /s/</u> Commissioner By: <u>Jerry Echemann /s/</u> Commissioner By: <u>Josh Meyer /s/</u> Commissioner By: <u>Terry Lively /s/</u> County Engineer Dated: <u>8-12-2020</u>	<u>Operator</u> By: <u>Ralph D. Deer /s/</u> Printed name: <u>Ralph D. Deer</u> Company Name: <u>Strike Force East, LLC</u> Title: <u>Sr. Vice-President</u> Dated: <u>6-30-20</u>
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Approved as to Form:
David K. Liberati /s/ Asst. P.A.
 County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE RELEASE OF PROPERTY DAMAGE CLAIM/SHERIFF'S DEPARTMENT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the Release of Property Damage Claim (Claim No. FLA-0285370) for Sherri Woyansky for damages occurred to a Sheriff's Department cruiser on or about June 12, 2020, in the amount of \$1,373.53.

**RELEASE OF PROPERTY DAMAGE CLAIM
Claim Number: FLA-0285370**

The undersigned is over the age of 18 and has authority to execute this document on behalf of all persons or entities entitled to make a property damage claim arising out of the motor vehicle accident identified below.

The undersigned, the Belmont County Commission, in consideration for payment of One Thousand Three Hundred Seventy Three Dollars and Fifty Three Cents (\$1,373.53), forever releases, acquits and discharges Sherri Woyansky, their agents, servants, successors, heirs, executors, administrators, persons, firms, corporations, associations or partnerships, of and from any and all property damage claims and/or causes of action for property damage, which now exist and/or which may accrue on account of, or in any way arising out of, the motor vehicle accident that occurred in Richland Township, OH on or about the twelfth of June, 2020.

This settlement is a compromise of a disputed claim. Payment is not an admission of liability. The parties hereby released deny any and all liability to the undersigned upon all claims which have been asserted or might hereafter be asserted pertaining to the aforementioned motor vehicle accident.

It is understood and agreed that all liens which may be outstanding against the property for which this settlement is made will be satisfied from the aforementioned sum and that no other provision of any nature whatsoever has been made for the payment of such liens, and that the undersigned will indemnify and hold harmless the released parties for all such liens.

The undersigned voluntarily accepts the sums offered for the purpose of making a full and final settlement and acknowledges that no promise, inducement, representation or agreement not contained in this document has been made to the undersigned or his/her representative, that this Release contains the entire agreement between the parties to this Release, and that the terms of this Release are contractual and not a mere recital. The Undersigned acknowledges reading and understanding this Release.

Each party to this Release is responsible for their own attorney's fees and costs, if any.

THIS IS A RELEASE FOR CLAIMS OF PROPERTY DAMAGE, ONLY.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony of the third degree.

[Signature]
Releasing Party
On Behalf of Belmont County Commission

STATE OF OHIO
COUNTY OF BELMONT

On the 12th day of AUGUST, 2020, before me personally appeared J.P. DUTTON, who voluntarily executed this document, under oath. Document produced: _____; Or personally known.

[Signature]
(Name of Notary Public)

2-18-2021
Commission Expiration Date



Bonnie Zuzak
Notary Public, State of Ohio
My commission expires February 18, 2021

Upon roll call the vote was as follows:

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

Mr. Dutton said this is being handled through the county's risk authority which is CORSA.

IN THE MATTER OF APPROVING THE QUOTE FROM PROPERTY MAINTENANCE SERVICES, INC/VARIOUS COUNTY SITES

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Property Maintenance Services, Inc., in the amount of \$2,095.00 for vegetation control at the following sites:

- Belmont County Water & Sewer Department
- Belmont County 911

August 12, 2020

- Belmont County EMA
- Belmont County Health Department
- Belmont County Sargus Center
- Lafferty Ballfields (Field 1, 2, 3 & concession stand)
- Belmont County 911 Tower Site in Flushing
- Belmont County 911 Tower Site in Alledonia

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE CREATION OF THE BELMONT COUNTY CARES ACT SMALL BUSINESS GRANT PROGRAM

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

RESOLUTION

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act, was passed by Congress and signed into law by President Trump on March 27, 2020, providing a \$2 trillion economic relief package to workers and families, small businesses and state and local governments; and

WHEREAS, the COVID-19 virus has been detrimental for many local small businesses and workers, and the Belmont County Board of Commissioners are desirous of creating the CARES Act Small Business Grant Program to lessen the economic damage caused by the pandemic; and

WHEREAS, the CARES Act Small Business Grant Program will award individual grants as allowed by the CARES Act to qualifying small businesses that have been directly, negatively impacted by COVID-19.

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Belmont County, that there is hereby established a local Belmont County CARES Act Small Business Grant Program effective August 12, 2020 through November 30, 2020.

Upon roll call the vote was as follows:

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

Mr. Dutton explained the county is in receipt of a portion of federal funds that were made available to counties in Ohio for COVID related expenses. He said we are in the process of reimbursing the county and county entities for COVID related expenses with these dollars, but there are other opportunities that we've been exploring for other uses of those funds. Mr. Dutton said they have come to the decision, working very closely with County Auditor Anthony Rocchio, that this is a good use of those funds. CARES Act dollars will be used to try to distribute some of these funds to small businesses in Belmont County, businesses that have been impacted by COVID-19 and provide another avenue of funding for some of these businesses. Mr. Rocchio said the county has strict restrictions on what can be done with the CARES Act dollars. He noted businesses that has already received any federal money will not be eligible for this grant. The business will need to fill out an application to see if they qualify. Mr. Dutton said it is difficult for small businesses to be closed as long as they have and there may still be some that need some assistance. Mr. Rocchio said the funds available for the small businesses can be used for mortgage, rent, utilities and payroll expenses. Mr. Dutton said they have reached out to the Belmont County Port Authority, Belmont County CIC, Belmont County Tourism and each Chamber of Commerce in Belmont County for their input. Mr. Echemann noted if the county doesn't spend the money it will have to be sent back.

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, asked if it is known how much retail sales revenue has been lost to this point in Belmont County. Mr. Dutton said a detailed answer would be best answered by Belmont County Auditor Rocchio. He said, in general, the state has worked hard to try to expedite projections and get to counties as quick as possible. Mr. Dutton added Belmont County is one of the hardest hit counties in terms of decrease in sales tax revenue from a percentage standpoint. He thinks it is because of having a major retail center in Belmont County, having Interstate 70 and there being a decreased amount of traffic and the impact of lessened oil and gas activity. Mr. Dutton said, "Early on, when some other counties were implementing layoffs and furloughs we did not think we needed to do so at that time. We remain cautiously optimistic we can get through the remainder of the year, hopefully, without having to do that mechanism. The state has just announced that they have seen an increase in July sales tax, state wide, as it compares to July 2019 so we are on the right track in terms of recovery. We are watching this very closely and we hope with what we have done with past budgets, trying to be pretty conservative and being aggressive paying down county debt that we no longer have to make payments on next year in certain instances, we hope to minimize any impact here as much as possible." Mr. Meyer said we were down 11% last month and 22% the month before.

RECESS

Kelly McCabe, Board of Elections Director

Re: Election Update

Ms. McCabe said absentee voting begins on October 6. The November 3 election will have in-person voting and all precincts will be open. She said the poll workers will be wearing masks, and they have wipes and plenty of hand sanitizer for workers and voters. They will also have plexiglass screens that will be set up at the tables. The pens will be disposable or the voters can take them. Ms. McCabe said they received some funding from the CARES Act to help with the additional expenses. Mr. Dutton inquired about security issues. Ms. McCabe said security upgrades are a high priority. There is a secure drop box by the main entrance that is monitored 24/7 with a security camera. She said she believes there will be more voters voting by mail due to COVID. Mr. Dutton said it is very easy to vote and noted it is not late to register to vote. Ms. McCabe said you can call the office or register online. You can also register at the local DMV or at the schools.

RECESS

10:00 Agenda Item: Bid Opening-Engineer's Project 20-6 BEL-CR4-24.95/27.38 PAVING & BRIDGE DECK

Mr. Lively said this is primarily a paving project, it includes replacement of a bridge deck. \$400,000 was received from an OPWC grant. The county's portion is estimated at \$444,000, it all depends on the bid amount.

IN THE MATTER OF BID OPENING FOR ENGINEER'S PROJECT 20-6 BEL-CR4-24.95/27.38 PAVING & BRIDGE DECK

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Engineers Project 20-6 BEL-CR4-24.95/27.38 PAVING & BRIDGE DECK, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Shelly & Sands, Inc. P. O. Box 66	X	\$755,500.00

Rayland, OH 43943

Cast & Baker Corp.
2214 Washington Road
Canonsburg, PA 15317

X

\$810,463.45

NLS Paving, Inc.
67925 Bayberry Drive
Suite B
St. Clairsville, OH 43950

X

\$759,795.78

Engineers Estimate: \$843,824.00

Present: Belmont County Engineer Terry Lively, Sam Haverty, Shelly & Sands, Inc., Dave Lash, Cast & Baker Corp. and Rick Oberdick, NLS Paving, Inc.

Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the Belmont County Engineer's **Project 20-6 BEL-CR4-24.95/27.38 PAVING & BRIDGE DECK** to County Engineer Terry Lively for review and recommendation.

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 670 positive cases, 597 recoveries, 42 isolated, four are hospitalized and 24 deaths. He said the county is still in the yellow stage and is 87 out of 88 counties which is great. Mr. Sproul said the local schools are trying to get the sports programs back up, practicing is going on as safe as possible. "We're meeting with the schools on their back-to-school plans. We're meeting with their cafeteria workers, nurses, anything that's new with the COVID we have to go over and answer their questions in any way that we can with the goal of opening this fall and having a safe and successful year," said Mr. Sproul. Mr. Dutton asked about the PPE supplies and funding. Mr. Sproul said they are good on most parts and can supply the school nurses with PPE. He said they are trying to get funding for the schools so additional nursing staff can be hired to help with contract tracing.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:41 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, compensation and discipline 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 12:07 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:07 p.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 several motions for the board to consider.

IN THE MATTER OF APPROVING THE RESIGNATION OF STACY HOLSKY, FULL-TIME UNIT SUPPORT WORKER II /SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the resignation of Stacy Holskey, full-time Unit Support Worker II at Senior Services of Belmont County, effective August 14, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE RESIGNATION OF SHIRLEY JO CASE, FULL-TIME CENTER & HOME CARE SERVICE ADMINISTRATOR/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the resignation of Shirley Jo Case, full-time Center and Home Care Service Administrator at Senior Services of Belmont County, effective August 6, 2020

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESCINDING MOTION MADE ON AUGUST 5, 2020, APPROVING DAVID FRANCIS, SR., FULL-TIME NUTRITION DRIVER TO START AUTHORIZED UNPAID LEAVE/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to rescind the motion of August 5, 2020, approving David Francis, Sr., full-time Nutrition Driver at Senior Services of Belmont County to start authorized unpaid leave.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESCINDING MOTION MADE ON AUGUST 5, 2020, APPROVING RICHARD LAISURE, FULL-TIME NUTRITION DRIVER TO START AUTHORIZED UNPAID LEAVE/SSOBC

August 12, 2020

Motion made by Mr. Dutton, seconded by Mr. Echemann to rescind the motion of August 5, 2020, approving Richard Laisure full-time Nutrition Driver at Senior Services of Belmont County to start authorized unpaid leave.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING DAVID FRANCIS, SR.,
FULL-TIME NUTRITION DRIVER TO START UNPAID
FMLA LEAVE/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve David Francis, Sr., full-time Nutrition Driver at Senior Services of Belmont County, to start unpaid FMLA leave effective August 7, 2020 through August 21, 2020.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING DAVID FRANCIS, SR., FULL-TIME
NUTRITION DRIVER TO START AUTHORIZED UNPAID LEAVE/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve David Francis, Sr., full-time Nutrition Driver at Senior Services of Belmont County, to start authorized unpaid leave effective August 22, 2020, not to exceed September 15, 2020.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ISSUING A PERFORMANCE IMPROVEMENT
PLAN AND A ONE-DAY SUSPENSION TO MICHAEL STEWART,
ASSISTANT DISTRIBUTION MANAGER AT WATER & SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to issue a Performance Improvement Plan and a one-day suspension to Michael Stewart, Assistant Distribution Manager at the Belmont County Water & Sewer District, suspension to be served August 18, 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 12:10 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:10 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 19th day of August, 2020.

J. P. Dutton /s/_____

Jerry Echemann /s/_____ COUNTY COMMISSIONERS

Commissioner Josh Meyer-Absent_____

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