St. Clairsville, Ohio October 21, 2020

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 \$750,051.57

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-0141-A001-C07.000 Travel	E-0141-A001-C11.000 Other Expenses	\$346.72
E-0141-A001-C07.000 Travel	E-0141-A001-C02.002 Salaries	\$853.28
E-0141-A001-C08.000 Advertising & Printing	E-0141-A001-C02.002 Salaries	\$200.00
E-0257-A017-A00.000 Contingencies	E-0257-A015-A15.074 Transfers Out	\$11,936.79
K00 M.V.G.T. FUND/ENGINEER		
FROM	TO	AMOUNT
E-2812-K000-K13.012 Equipment	E-2812-K000-K12.000 Materials	\$15,000.00
S88 WESTERN COURT-SPECIAL PROJECTS		
FROM	TO	AMOUNT
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S01.002 Salaries	\$1,000.00
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S03.006 Hospitalization	\$3,600.00
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:

A00 GENERAL FUND AND W80 PROSECUTORS- VICTIM ASSISTANCE PROGRAM

FROM AMOUNT TO E-0257-A015-A15.074 Transfers Out R-1511-W080-P07.574 Transfers In \$11,936.79 **Required cash match for Grant Number: 2020-VOCA-133916701-Grant period: 10/01/2021-09/30/2021

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 October 21, 2020:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund

E-0051-A001-A16.000 **Indigent Burial Expenses** \$5,000.00 E-0051-A001-A17.000 Memorial Day Expenses \$ 253.08 E-0141-A001-C08.000 Advertising & Printing \$500.00

Upon roll call the vote was as follows:

Mr. Dutton 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:

JANUARY 2, 2020 Y79 UNCLAIMED FORECLOSURE FUNDS/TREASURERS

Unclaimed Foreclosure Funds E-9879-Y079-Y03.000 \$17,335.34 **FEBRUARY 26, 2020**

Y02 MUNICIPAL AUTO LICENSE/ENGINEERS

E-9802-Y002-Y15.000 County License Tag Fee \$143,037.07

OCTOBER 14, 2020

Y41 INDIGENT APPLICATION FEES/AUDITOR

E-9841-Y041-Y01.000 \$322.64 Remit to State E-9841-Y041-Y02.000 Remit to County \$1,290.56 **OCTOBER 21, 2020**

A00 GENERAL FUND

E-0051-A001-A51.000 Oil & Gas \$114,969.45 E-0055-A004-B19.000 **County Buildings** \$24,418.80

E-0057-A006-F06.011	Veterinary Services	\$1,031.27
E-0256-A014-A01.000	CORSA COSTS	\$4,744.24
	CORSA COSTS	\$4,744.24
E10 911 FUND		
E-2200-E010-E07.000	Other Expenses	\$2,174.70
E11 911 WIRELESS		
E-2301-E011-E01.011	Contract Services	\$13,285.09
L01 SOIL CONSERVATION/BSWCD		
E-1810-L001-L05.011	Contract Services	\$263.98
S30 OAKVIEW JUV REHABILITATION		
E-8010-S030-S54.000	Food	\$2,199.14
E-8010-S033-S55.010	Supplies	\$55.78
W20 LAW LIBRARY		
E-9720-W020-W07.010	Supplies	\$30,000.00
Upon roll call the vote was as follows:		

Yes Mr. Dutton 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 REIMBURSEMENT FROM CAT STRAY SHUN-\$1,031.27 deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 10-16-2020 (Money was received from Belmont County Cat Stray Shun for the reimbursement of September 2020 New Horizon Animal Hospital vet bills).

GENERAL FUND CORSA REIMBURSEMENT-EMA TRAILERS-\$3,566.50 CORSA Reimbursement deposited into R-0040-A000-Q00.500 on 10/13/2020 (Claim No. 0160031464-DPV 7/12/2020 for vandalism to trailer).

\$1,177.74 CORSA REIMBURSEMENT deposited into R-0040-A000-Q00.500 on 10/13/2020 (Claim No. 0160031463-DOL 10/13/2020 for vandalism to trailer).

GENERAL FUND REIMBURSEMENT COVID-19-\$24,418.80 deposited into R-0050-A000-A46.500 on October 8, 2020. (For supplies and materials purchased to clean all county buildings and protect against COVID-19).

GENERAL FUND OIL & GAS RECEIPTS/SEPTEMBER & OCTOBER-\$114,969.45 deposited into Oil and Gas receipts deposited into R-0050-A000-A02.500 on various dates in September and October 2020

09/21/2020 \$24.65 \$139.27 09/21/2020 09/28/2020 \$288.39 09/21/2020 \$293.71 10/05/2020 \$34.41 10/05/2020 \$810.78 10/05/2020 \$1,732.02 10/05/2020 \$554.20 \$103.83 10/13/2020 10/15/2020 \$110,988.19 **TOTAL** \$114,969.45

2019 CLOSED PO-A00 General Fund

PO# **Fund Number Fund Name AMOUNT** 411304 E-0051-A001-A16.000 **Indigent Burial Expenses** \$5000.00 411305 E-0051-A001-A17.000 Memorial Day Expenses \$253.08 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 October 21 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 October 14, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS

FOR WATER PROJECTS

Motion made by Mr. Dutton, seconded by Mr. Echemann to advertise for bids, based upon the recommendation of Kelly Porter, Belmont County Water and Sewer District Director, and authorize the Clerk of the Board to proceed with the required Notice to Bidders for the following projects:

• Guernsey Street Water Treatment Plant

- Watermain Replacement
- Little McMahon Creek Road Booster Station
- AMI System
- Belmont County Water and Sewer District Service Building Addition

BELMONT COUNTY COMMISSION ST. CLAIRSVILLE, OHIO GUERNSEY STREET WATER TREATMENT PLANT WATERMAIN REPLACEMENT PROJECT LITTLE MCMAHON CREEK ROAD BOOSTER STATION AMI SYSTEM

BELMONT COUNTY SERVICE BUILDING ADDITION ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the above-referenced projects will be received by the Belmont County Commission at the office of the Commission at 101 West Main Street, St. Clairsville, Ohio 43950, until 10:30 a.m. local time on Wednesday, November 18, 2020, at which time the Bids received will be opened and read aloud in the following order:

- Guernsey Street Water Treatment Plant (Replacement for current water treatment plant)
- Waterline Replacement (24" distribution line)
- Little McMahon Creek Booster Pump Station (Route 9 pump station)
- AMI Meter Replacement (Metering)
- Belmont County Water and Sewer District Service Building Addition

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Project Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Virtual pre-bid conference will be held for the above listed projects. Attendance at the pre-bid conference is mandatory. The full bid notice can be found on the Belmont County Commission's website at: https://belmontcountycommissioners.com

By order of the Board of Commissioners of Belmont County, Ohio

Bonnie Zuzak /s/

Bonnie Zuzak, Clerk Times Leader Advertisement: Three (3) Mondays, October 26, November 2 & 9, 2020

Upon roll call the vote was as follows:

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

Mr. Dutton said these five projects are part of the water package with the USDA projects He noted the sewer bids were advertised last week.

IN THE MATTER OF OFFERS TO PURCHASE EASEMENTS FOR VARIOUS PROPERTIES AND AMOUNTS/WATER AND SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to offer to purchase, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District, easements for the following individuals for various properties and amounts. The actual offers are attached and will be made part of the journal.

- Kathy L. Klee
- Todd Alan Gregory Zdanski
- Richard K. Wesley
- Christopher M. Wallace
- C. Thomas Valocik and Peggy Ann Valocik
- John J. Mosa, Jr.
- John P. Pintarich and Priscilla Mae Pintarich
- Sherry L. Patterson
- Doris L. Barnes
- David L. Callipare and Bonita A. Callipare
- Joseph R. Coffield and Janet L. Debonis
- Charles K. DeMatte, Jr. and Mary Anne DeMatte
- Derek L. Higgs and Brittany S. Higgs
- Anthony J. Kelich, Jr. and Nancy T. Kelich
- Brennon Grimm
- William T. Secrest and Eula L. Secrest
- Bringlight, LLC
- Richard C. Pellegrini and Amy M. Pellegrini

Note: These properties will be used for the 24" waterline project.

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 16.222 acre tract of real estate identified by Parcel No. 26-01204.000 currently owned by you. The 16.222 acre tract is described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of Five Hundred Thirty and 00/100 Dollars (\$530.00) for acquisition of the easement over the 16.222 acre tract of real estate described herein. This fair market value has been determined by an appraisal dated August 7, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 16.222 acre tract described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$530.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

BOARD

OF

BELMONT COUNTY WATER AND SEWER DISTRICT

J. P. Dutton

Josh Meyer

Jerry Behemann

COUNTY

BELMONT COUNTY, OHIO on behalf of the

COMMISSIONERS,

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OFFER ACCEPTED:		
	Kathy L. Klee	Date

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 12.80 acre tract of real estate identified by Parcel No. 30-00439.000 currently owned by you. The 12.80 acre tract is described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of One Hundred and 00/100 Dollars (\$100.00) for acquisition of the easement over the 12.80 acre tract of real estate described herein. This fair market value has been determined by an appraisal dated August 8, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 12.80 acre tract described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$100.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

BOARD

BELMONT

OF

COUNTY

BELMONT COUNTY, OHIO on behalf of the

COUNTY WATER AND SEWER

COMMISSIONERS.

J. P. Dutton

Josh Meyer

Jerry Echemann

OFFER ACCEPTED:

Todd Alan Gregory Zdanski

Date

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over an 8.1703 acre tract of real estate identified by Parcel No. 32-01121.000 currently owned by you. The 8.1703 acre tract is described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of Forty and 00/100 Dollars (\$40.00) for acquisition of the easement over the 8.1703 acre tract of real estate described herein. This fair market value has been determined by an appraisal dated September 29, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 8.1703 acre tract described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$40.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

BOARD

OF

COUNTY

BELMONT COUNTY, OHIO on behalf of the

COMMISSIONERS,

BELMONT COUNTY WATER AND SEWER DISTRICT

J. P. Dutton

Josh Meyer

Jerry Echemann

OFFER ACCEPTED:

Richard K. Wesley

Date

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 5.79 acre tract of real estate identified by Parcel Nos. 26-03732.000, 26-03725.000, 26-03719.000, and 26-03724.000 currently owned by you. The 5.79 acre tract is described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of One Thousand Seven Hundred and 00/100 Dollars (\$1,700.00) for acquisition of the easement over the 5.79 acre tract of real estate described herein. This fair market value has been determined by an appraisal dated August 8, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 5.79 acre tract described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$1,700.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

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OFFER ACCEPTED:		
	Christopher M. Wallace	Date

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 0.456 acre tract of real estate identified by Parcel No. 32-01057.001 currently owned by you. The 0.456 acre tract is described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of Seventy and 00/100 Dollars (\$70.00) for acquisition of the easement over the 0.456 acre tract of real estate described herein. This fair market value has been determined by an appraisal dated September 29, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 0.456 acre tract described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$70.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

	DISTRICT	
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	J. P. Dutton	M
	Josh Meyer	Somann
	Jerry Echemann	
OFFER ACCEPTED:	C. Thomas Valocik	Date
	Peggy Ann Valocik	Date

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 0.844 acre tract of real estate identified by Parcel Nos. 26-03734.001, 26-00017.000, and 26-00015.000 currently owned by you. The 0.844 acre tract is described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of Two Thousand and 00/100 Dollars (\$2,000.00) for acquisition of the easement over the 0.844 acre tract of real estate described herein. This fair market value has been determined by an appraisal dated August 7, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 0.844 acre tract described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$2,000.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

	Josh Meyer Jerry Echeman	eleman nn
OFFER ACCEPTED:	·	
	John J. Mosa, Jr.	Date

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 1.6566 acre tract of real estate identified by Parcel Nos. 26-01004.000, 26-03729.000, and 26-03720.001 currently owned by you. The 1.6566 acre tract is described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of Three Hundred and 00/100 Dollars (\$300.00) for acquisition of the easement over the 1.6566 acre tract of real estate described herein. This fair market value has been determined by an appraisal dated August 8, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 1.6566 acre tract described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$300.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

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	J. P. Dutton	20
	Josh Meyer	Leman
	Jerry Echemann	
OFFER ACCEPTED:	John P. Pintarich, Sr.	Date
	Priscilla Mae Pintarich	Date

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 0.85 acre tract of real estate identified by Parcel No. 26-00859.000 currently owned by you. The 0.85 acre tract is described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of Seventy and 00/100 Dollars (\$70.00) for acquisition of the easement over the 0.85 acre tract of real estate described herein. This fair market value has been determined by an appraisal dated August 7, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 0.85 acre tract described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$70.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

BOARD OF COUNTY COMMISSIONERS, BELMONT COUNTY, OHIO on behalf of the BELMONT COUNTY WATER AND SEWER DISTRICT

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	(Josh Meyer)	
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	Jerry Eghemann	V
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OFFER ACCEPTED:		
	Sherry L. Patterson	Date

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 25.64 acre tract of real estate identified by Parcel No. 32-01234.000 currently owned by you. The 25.64 acre tract is described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of One Hundred Twenty and 00/100 Dollars (\$120.00) for acquisition of the easement over the 37.58 acre tract of real estate described herein. This fair market value has been determined by an appraisal dated September 29, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 25.64 acre tract described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$120.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

	Jerry Egnemann	
OFFER ACCEPTED:	Doris L. Barnes	Date

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 37.58 acre tract of real estate identified by Parcel No. 32-01235.000 currently owned by you. The 37.58 acre tract is described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of Ninety and 00/100 Dollars (\$90.00) for acquisition of the easement over the 37.58 acre tract of real estate described herein. This fair market value has been determined by an appraisal dated September 29, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 37.58 acre tract described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$90.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

BOARD

OF

BELMONT COUNTY, OHIO on behalf of the BELMONT COUNTY WATER AND SEWER DISTRICT

J. P. Dutton

Josh Meyer

Jorry Echemann

COUNTY

COMMISSIONERS,

OFFER ACCEPTED:		
	Doris L. Barnes	Date

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 4.988 acre tract of real estate identified by Parcel No. 32-03488.001 and over a 1.309 acre tract of real estate identified by Parcel No. 32-03488.002, both currently owned by you. The 4.988 and 1.309 acre tracts are described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of One Thousand One Hundred Twenty-One and 00/100 Dollars (\$1,121.00) for acquisition of the easement over the 4.988 and 1.309 acre tracts of real estate described herein. This fair market value has been determined by an appraisal dated June 28, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 4.988 and 1.309 acre tracts described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$1,121.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

BOARD

OF

BELMONT COUNTY, OHIO on behalf of the BELMONT COUNTY WATER AND SEWER DISTRICT

J. P. Dutton

Josh Meyer

Josh Meyer

Jerry Echemann

COUNTY

COMMISSIONERS,

	Josh Meyer Josh Meyer Jerry Behemann	Lemann
OFFER ACCEPTED:	David L. Callipare	Date
	Bonita A. Callipare	Date

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 23.70 acre tract of real estate identified by Parcel No. 32-01292.000 currently owned by you. The 23.70 acre tract is described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of One Hundred Eighty and 00/100 Dollars (\$180.00) for acquisition of the easement over the 23.70 acre tract of real estate described herein. This fair market value has been determined by an appraisal dated June 27, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 23.70 acre tract described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$180.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

	J. P. Duttor	nam
	Josh Meyer	Elemann
OFFER ACCEPTED:	Joseph R. Coffield	Date
	Janet L. Debonis	Date

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 16.79 acre tract of real estate identified by Parcel No. 32-01338.023 currently owned by you. The 16.79 acre tract is described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of Two Thousand Six Hundred Fifty and 00/100 Dollars (\$2,650.00) for acquisition of the easement over the 16.79 acre tract of real estate described herein. This fair market value has been determined by an appraisal dated August 12, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 16.79 acre tract described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$2,650.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

BOARD

OF

COUNTY

BELMONT COUNTY, OHIO on behalf of the

COMMISSIONERS,

BELMONT COUNTY WATER AND SEWER
DISTRICT

J. P. Dutton

Josh Meyer

Date

Mary Anne DeMatte

Date

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 0.612 acre tract of real estate identified by Parcel No. 26-03720.000 currently owned by you. The 0.612 acre tract is described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of Two Hundred and 00/100 Dollars (\$200.00) for acquisition of the easement over the 0.612 acre tract of real estate described herein. This fair market value has been determined by an appraisal dated August 8, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 0.612 acre tract described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$200.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

BOARD

OF

COUNTY

BELMONT COUNTY, OHIO on behalf of the BELMONT COUNTY WATER AND SEWER

COMMISSIONERS,

OFFER ACCEPTED:

District

J. P. Dutton

Josh Meyer

J

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 32.035 acre tract of real estate identified by Parcel No. 32-01389.000 currently owned by you. The 32.035 acre tract is described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of Nine Hundred Seven and 00/100 Dollars (\$907.00) for acquisition of the easement over the 32.035 acre tract of real estate described herein. This fair market value has been determined by an appraisal dated August 12, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 32.035 acre tract described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$907.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

BOARD OF COUNTY COMMISSIONERS,
BELMONT COUNTY, OHIO on behalf of the
BELMONT COUNTY WATER AND SEWER
DISTRICT

J. P. Dutton

Josh Meyer

Larg Calmann

OFFER ACCEPTED:

Anthony J. Kelich, Jr.

Date

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 0.622 acre tract of real estate identified by Parcel No. 32-01057.000 currently owned by you. The 0.622 acre tract is described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of Five Hundred Ten and 00/100 Dollars (\$510.00) for acquisition of the easement over the 0.622 acre tract of real estate described herein. This fair market value has been determined by an appraisal dated October 1, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 0.622 acre tract described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$510.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

	J. P. Duttor Josh Meyer Josh Meyer Jerry Echen	nym Coleman
OFFER ACCEPTED:	Brennon Grimm	Date

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 0.72 acre tract of real estate identified by Parcel No. 26-01155.000 currently owned by you. The 0.72 acre tract is described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of Eighty and 00/100 Dollars (\$80.00) for acquisition of the easement over the 0.72 acre tract of real estate described herein. This fair market value has been determined by an appraisal dated August 7, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 0.72 acre tract described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$80.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

	J. P. Dutton Josh Meyer	DA-
	Jen Col Jerry Echemann	man
OFFER ACCEPTED:	William T. Secrest	Date
_	Eula L. Secrest	Date

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 16.271 acre tract of real estate identified by Parcel No. 32-03421.000 currently owned by you. The 16.271 acre tract is described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of Eight Hundred Fifty and 00/100 Dollars (\$850.00) for acquisition of the easement over the 16.271 acre tract of real estate described herein. This fair market value has been determined by an appraisal dated June 21, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement which grants to Belmont County, Ohio, an easement over the 16.271 acre tract described herein. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$850.00. Belmont County will pay for the preparation of the Deed of Easement and for recording the same.

	J. P. Dutton Josh Meyer Jerry Echeman	Mann
OFFER ACCEPTED:		
	Bringlight, LLC	Date

This Offer of Purchase ("Offer") is made this 21st day of October, 2020, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase an easement over a 78.091 acre tract of real estate identified by Parcel No. 32-01327.000 currently owned by you. Additionally, the Belmont County Commissioners hereby offer to purchase a 75' x 75' tract of real estate out of the same 78.091 acre tract. The easement and the 75' x 75' tract are described on the map and legal description attached to this offer. This acquisition is necessary in order to construct, repair, and maintain a water line which currently does not exist on this property.

The Belmont County Commissioners offer to pay to you the sum of Three Thousand and 00/100 Dollars (\$3,000.00) for acquisition of the easement and the 75' x 75' tract of real estate described herein. This fair market value has been determined by an appraisal dated August 12, 2020, a copy of which is enclosed herewith.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, 67711 Oakview Drive, P. O. Box 457, St. Clairsville, OH 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute a Deed of Easement and a Quitclaim Deed which grant to Belmont County, Ohio, an easement over the 78.091 acre tract described herein and a 75' x 75' tract of real estate. Upon execution of that document, the Belmont County Water and Sewer District will process a requisition which will be processed by the Belmont County Treasurer, who will send you directly a check for \$3,000.00. Belmont County will pay for the preparation of the Deed of Easement and Quitclaim Deed, and for recording the same.

		OF COUNTY COMMISSIONERS, COUNTY, OHIO on behalf of the COUNTY WATER AND SEWER
OFFER ACCEPTED:	Richard C. Pellegrini	Date
	Amy M. Pellegrini	Date

Upon roll call the vote was as follows:

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

WITH BELMONT COUNTY VICTIM ASSISTANCE

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the one-year lease agreement for office space for the Belmont County Victim Assistance Program in the amount of \$3,136.17 for the period of October 1, 2020 to September 30, 2021.

2020-2021 LEASE AGREEMENT

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the **Belmont County Victim Assistance Program**, Lessee, leases to the Lessee, the following premises:

Two hundred and twenty (220) square feet of office space shared with the Belmont County Prosecutor on the second floor of the building known as the Courthouse Annex I, and located at 147 West Main Street, St. Clairsville, Ohio.

For the term of one (1) year from October 1, 2020 to September 30, 2021, at a total cost of \$3,136.17 payable in three (3) quarterly installments of \$784.04 and one (1) quarterly installment of \$784.05 due on the fifteenth day of the month following the end of the quarter, all rent being payable at the office of the Lessor, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio. The Lessor and Lessee agree as follows:

- 1. That the Lessee will pay the rent at the time and place and in the manner specified above;
- 2. That the Lessee will occupy the premises in a safe and proper manner;
- 3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
- 4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
- 5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
- 6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
- 7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
- 8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
- 9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
- 10. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
- 11. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
- 12. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
- 13. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
- 14. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.
- 15. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.

The Lessor and Lessee have signed on the 21st day of October, 2020, at St. Clairsville, Ohio.

J. P. Dutton /s/

J. P. Dutton, Commission President

Belmont County Board of Commissioners

Lessor

Daniel P. Fry /s/

Daniel P. Fry, Prosecuting Attorney

Belmont County Victim Assistance Program

Lessee

Approved as to form:

Daniel P. Fry /s/

for David K. Liberati Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

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

Mr. Dutton said this is in cooperation with the Prosecutor's office.

IN THE MATTER OF APPROVING THE VOCA AND SVAA GRANT AWARD AND ACCEPTANCE FORM FOR BELMONT COUNTY PROSECUTOR'S VICTIM ASSISTANCE

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the VOCA and SVAA Grant Award and Acceptance Form for the Belmont County Prosecutor's Victim Assistance grant for the period of October 1, 2020 through September 30, 2021 as follows:

Award Number: 2021-VOCA-133916701: VOCA Award: \$47,747.00

Award Number: 2021-SVAA-133917005: SVAA Award: \$ 6,640.00

Upon roll call the vote was as follows:

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

RESOLUTION AUTHORIZING J. P. DUTTON TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

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

"AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL" ATTACHMENT C

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the Belmont County Commission is planning to make capital improvements to BEL 4-21.21/24.75 Paving Project; and WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:

Section 1: Belmont County Commissioner J. P. Dutton is hereby authorized to apply to the OPWC for funds as described above.

Section 2: <u>Belmont County Commissioner J. P. Dutton</u> is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Motion made by Commissioner Echemann seconded by Commissioner Meyer to adopt the foregoing resolution which upon roll call was unanimously adopted.

Passed: October 21, 2020 Signed: Belmont County Commissioners

J. P. Dutton /s/
J. P. Dutton, President
Jerry Echemann

Jerry Echemann, Vice-President

Josh Meyer Josh Meyer

Upon roll call the vote was as follows:

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

Mr. Dutton said OPWC provides grants and loans at zero interest for road projects across the State of Ohio. The County Engineer is submitting this project for consideration.

IN THE MATTER OF APPROVING THE AMENDED STATE OF OHIO, STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM-COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM GRANT AGREEMENT, GRANT NO. B-C-18-1AG-1

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the amended State of Ohio, State Community Development Block Grant (CDBG) Program-Community Housing Impact and Preservation Program Grant Agreement, Grant No. B-C-18-1AG-1, in the amount of \$144,000.00, extending the completion date from December 31, 2020 to December 31, 2021.

Note: Due to the COVID-19 shutdown of construction earlier this year the contractors were unable to complete the work by the original deadline.

Upon roll call the vote was as follows:

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

Mr. Dutton said this program is worked through Belomar.

IN THE MATTER OF ENTERING INTO THE VEHICLE

MAINTENANCE AGREEMENT BETWEEN BELMONT COUNTY BOARD OF

DEVELOPMENTAL DISABILITIES AND BELMONT COUNTY COMMISSIONERS,

DBA SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Vehicle Maintenance Agreement between the Belmont County Board of Developmental Disabilities and the Belmont County Board of Commissioners, dba Senior Services of Belmont County, effective January 1, 2021 through December 31, 2021.

VEHICLE MAINTENANCE AGREEMENT

Between the

BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

and the

BELMONT COUNTY COMMISSIONERS dba SENIOR SERVICES OF BELMONT COUNTY

I. PURPOSE

This Agreement is made this 1st day of January, 2021 by and between the Belmont County Board of Developmental Disabilities (hereinafter County Board) and the Belmont County Commissioners doing business as Senior Services of Belmont County (hereinafter Senior Services) for the purpose of the County Board providing vehicle maintenance for vehicles owned by the Belmont County Commissioners and used by Senior Services of Belmont County.

II. TERM

This Agreement shall be in effect from January 1, 2021 through December 31, 2021.

III. TERMINATION

This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days advance written notice.

IV. COUNTY BOARD RIGHTS AND RESPONSIBILITIES

- A. The County Board shall provide routine maintenance on Senior Services' vehicles (based on a schedule developed by Senior Services and the County Board Mechanic Supervisor) at the rate of \$35.00 per hour plus cost of any necessary parts.
- B. The County Board shall provide other than routine maintenance on Senior Services' vehicles (based on Senior Services' need) at the rate of \$50.00 per hour plus cost of any necessary parts.
- C. The County Board reserves the right to refuse to provide services depending on the nature of the repair.

V. SENIOR SERVICES' RESPONSIBILITIES

- A. Senior Services shall adhere to the routine maintenance schedule developed by the parties and deliver the vehicles scheduled for maintenance to the County Board Transportation grounds.
- B. Senior Services shall schedule other than routine maintenance with the County Board Mechanic Supervisor.

VI. BILLING AND PAYMENT

- A. The County Board shall bill Senior Services for vehicle maintenance services at the end of the month, if services have been provided during that month.
- B. Senior Services shall submit payment to the County Board for vehicle maintenance services provided within thirty (30) days of receipt of the bill.
- C. Any missed scheduled appointment that is not canceled in advance may result in a charge amounting to one hour of the applicable labor rate.

VII. ROUTINE MAINTENANCE SCHEDULE

- A. The County Board Mechanic and Senior Services Executive Director or designee shall develop a routine maintenance schedule that will include dates on which maintenance will be performed and a list of those procedures that will be considered "routine maintenance" for the purpose of this Agreement.
- B. A copy of the routine maintenance schedule shall be attached and become part of this Agreement.
- C. Any maintenance procedures not included on the routine maintenance schedule shall be considered "other than routine maintenance" and shall be billed at the higher rate.
- D. Procedures that are other than routine maintenance shall not be performed by the County Board without prior written instruction from the Senior Services' Executive Director.

VIII. NON-DISCRIMINATION POLICY

Both parties agree that they shall prohibit discrimination in the execution of this Agreement on the basis of race, color, sex, creed, disability, or national origin.

IX. SIGNATURES

Beimont County Board of Developmental Disabilities	
Stephen L. Williams /s/	10-13-20
Stephen L. Williams, Superintendent	Date
Belmont County Board of Commissioners	
J. P. Dutton /s/	10/21/20

Belmont County Board of Commissioners	
J. P. Dutton /s/	10/21/20
J.P. Dutton	Date
Jerry Echemann /s/	10-21-20
Jerry Echemann	Date
Josh Meyer /s/	10/21/20
Josh Meyer	Date
Approved as to form:	
David K. Liberati /s/	10/19/20

Daniel P. Fry, Prosecuting Attorney Upon roll call the vote was as follows:

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

Date

Mr. Dutton said this is an annual motion and has worked very well in the past.

IN THE MATTER OF APPROVING THE AMENDMENT AND RATIFICAION OF THE OIL AND GAS LEASE DATED JULY 8, 2020 WITH ASCENT RESOURCES-UTICA, LLC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the Amendment and Ratification of the Oil and Gas Lease dated July 8, 2020, with Ascent Resources-Utica, LLC, for a decrease of 4.0206378 net acres, located in Richland Township. New total payment amount \$110,988.19.

AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE

THIS AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE (this "Amendment"), effective as of July 8, 2020 (the "Effective Date"), 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, Ohio 43950 ("Lessor") and Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company, whose mailing address is P.O. Box 13678, Oklahoma City, OK 73113 ("Lessee") (the aforementioned parties being referred to herein as a "Party" and collectively as the "Parties").

RECITALS:

WHEREAS, The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice President, and Josh Meyer as Commissioner, and Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company entered into that certain Oil and Gas Lease dated July 8, 2020, and recorded in the lease book land records of Belmont County, Ohio, at Book 880, Page 5466, as Instrument No. 202000006589 on August 20, 2020 (the "Oil and Gas Lease"), covering the oil and gas interests in certain lands in the Townships of Richland and Colerain, County of Belmont, State of Ohio, as more particularly described therein; and

WHEREAS, Lessor and Lessee for their mutual benefit, desire to amend and modify the Oil and Gas Lease, as provided for herein, in order to facilitate the formation of drilling units upon the Leased Premises and other lands.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereto agree as follows:

I. AMENDMENT TO THE OIL AND GAS LEASE

a. <u>Legal Description</u>

The full and complete legal description of the Leased Premises, as amended, is attached hereto as Exhibit "A."

II. MISCELLANEOUS

a. Effect.

Lessor and Lessee each hereby ratify and confirm the Lease and all of its terms and provisions to the full extent of Lessor's right, title and interest in and to the oil, gas and other minerals on or underlying the Leased Premises, and Lessor does hereby grant, lease and let the Leased Premises unto Lessee, and each acknowledge and agree that, except as herein specifically modified, the Oil and Gas Lease remains unmodified and in full force and effect, except that reference to "this Lease" or "this Oil and Gas Lease" or words of similar import in the Oil and Gas Lease or in this Amendment shall mean the Oil and Gas Lease as modified, revised and supplemented hereby.

b. Further Assurances.

At any time and from time to time, Lessor agrees to promptly and duly execute and deliver any and all such further instruments, endorsements, agreements, consents, affidavits, ratifications, assignments and other documents (including, without limitation, driveway permits), make such necessary filings, give such notices, and take such further action as may reasonably be deemed necessary or convenient to carry out the provisions of this Amendment and the Oil and Gas Lease.

c. Counterparts.

This Amendment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

d. Entire Agreement.

This Amendment (including Exhibit "A" hereto) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, superseding all prior and/or contemporaneous negotiations, discussions, agreements and understandings, whether written or oral, relating to such subject matter.

e. <u>Defined Terms</u>.

Any capitalized terms that are not defined herein shall have the meaning given to such terms in the Oil and Gas Lease. IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the date set forth in the appropriate acknowledgment below, to be effective, however, as of the Effective Date.

LESSOR:

The Belmont County Board of Commissioners

By: J. P. Dutton /s/ Name: J.P. Dutton, President

By: Jerry Echemann /s/

Name: Jerry Echemann, Vice President

LESSEE:

ASCENT RESOURCES – UTICA, LLC an Oklahoma limited liability company

Name: Kade R. Smith
Title: Attorney-in-Fact

By: Josh Meyer /s/

Name: Josh Meyer, Commissioner Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE

AGREEMENT (RUMA) WITH ASCENT RESOURCES-UTICA, LLC

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a **Roadway Use Maintenance Agreement (RUMA)** with Ascent Resources–Utica, LLC, effective October 21, 2020 for drilling activity at 0.18miles of CR 214 (Bellaire-High Ridge Road) at the Fleagane PLT BL Site.

Note: Bond No. SUR0060220 in the amount of \$72,000 on file.

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

THIS AGREEMENT is entered into at <u>St. Clairsville</u>, Ohio, by and between <u>THE BELMONT COUNTY COMMISSIONERS</u>, a political subdivision, whose mailing address is <u>101 W. Main St., Courthouse</u>, <u>St. Clairsville</u>, <u>Ohio 43950</u> (hereafter "Authority"), and <u>ASCENT RESOURCES</u>, <u>- UTICA</u>, <u>LLC.</u>, whose address is <u>1000 UTICA WAY CAMBRIDGE</u>, <u>OHIO 43725</u>, (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator intends to commence use of <u>0.18 miles (950')</u> of <u>CR 214 (Bellaire-High Ridge Road)</u> for the purpose of ingress to and egress from the [FLEAGANE PLT BL], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [FLEAGANE PLT BL] (hereinafter referred to collectively as "Drilling Activity"); and

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

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply; NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

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

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

- 1. The portion of CR <u>214</u>, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with the westbound I-470 ramps and extending southeast approximately 0.18 (950') to the Fleagane PLT BL access located at coordinates 40.048060, -80.794983. It is understood and agreed that the Operator shall not utilize any of the remainder of <u>CR (214)</u> for any of its Drilling Activities hereunder.
- 2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont_County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
- 3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
- 4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
- 5. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of <u>Four hundred THOUSAND</u> & 00/100 DOLLARS (\$400,000.00) per mile for asphalt roads. A bond in the amount of \$72,000.00 is being provided. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
- 6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
- 7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
- 8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during

the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

- 9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
- 10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement
- 11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
- 12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
- 13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- 14. Agreement shall be governed by the laws of the State of Ohio.
- 15. This Agreement shall be in effect on October 21, 2020.

Executed in duplicate on the dates set forth below.

Authority	Operator		
By: Josh Meyer /s/	By: Tim Murray	By: Tim Murray /s/	
Joshua M. Meyer, Commissioner			
By: J. P. Dutton /s/	Printed name:	Гim Murray	
John Paul Dutton, Jr. Commissioner			
By: Jerome C. Echemann /s/	Company Name:	Ascent Resources – Utica, LLC.	
Jerome C. Echemann, Commissioner			
By: Terry Lively /s/	Title: Director-Fi	eld Services	
Terry Lively, County Engineer			
Dated: 10-21-2020	Dated: 8/4/2020		
Approved as to Form: David K. Liberati /s/ Assist P.A.			
Prosecutor			
Upon roll call the vote was as follows:			
	Mr. Dutton	Yes	
	Mr. Echemann	Yes	
	Mr. Meyer	Yes	

IN THE MATTER OF ENTERING INTO THE BELMONT COUNTY CARES ACT SMALL BUSINESS ASSISTANCE GRANT AGREEMENT WITH APPROVED MOTORS LLC

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Belmont County CARES Act Small Business Assistance Grant Agreements with the following business:

Approved Motors LLC Dillonvale

LLC Dillonvale \$10,000.00 BELMONT COUNTY CARES ACT SMALL BUSINESS ASSISTANCE GRANT AGREEMENT

Grant Agreement

This GRANT AGREEMENT is entered into by and between the Board of County Commissioners of Belmont County, Ohio ("BELMONT COUNTY"), and <u>Approved Motors LLC</u> ("GRANTEE"), with a mailing address of 72939 Pleasant Grove Rd, Dillonvale, OH 43917. BELMONT COUNTY and GRANTEE are sometimes collectively referred to in this AGREEMENT as "Parties."

WITNESSETH THAT:

WHEREAS, in 2020, the United States began addressing problems and issues associated with the worldwide COVID-19 public health emergency ("Pandemic"); and

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

WHEREAS, the COVID-19 pandemic has been detrimental for many local small businesses and workers, and BELMONT COUNTY is desirous of creating the Belmont County Small Business Relief Program to lessen the economic damage caused by the pandemic; and WHEREAS, BELMONT COUNTY, in partnership with the Belmont County Auditor, Belmont County CIC, Belmont County Port Authority, Belmont County Tourism, Barnesville Chamber of Commerce, Bellaire Chamber of Commerce, Bridgeport Chamber of Commerce, Martins Ferry Chamber of Commerce, Shadyside Chamber of Commerce, and Saint Clairsville Chamber of Commerce have developed a Small Business Relief Program ("Program") to provide Belmont County small businesses with some monetary relief of the business interruption costs caused by the Pandemic in the form of grants of CARES Act funding; and

WHEREAS, BELMONT COUNTY has engaged the Belmont County Auditor, Belmont County CIC, Belmont County Port Authority, Belmont County Tourism, Barnesville Chamber of Commerce, Bellaire Chamber of Commerce, Bridgeport Chamber of Commerce, Martins Ferry Chamber of Commerce, Shadyside Chamber of Commerce, and Saint Clairsville Chamber of Commerce to assist in the administration of the Program, which includes, the solicitation and review of applications, distribution of pass-through

grant funds to approved businesses and, in partnership with BELMONT COUNTY, follow up activities to ensure grantees comply with the requirements and obligations of the grant award; and

WHEREAS, GRANTEE submitted an application ("Grant Application") for the reimbursement of certain costs of business interruption caused by required closures, such Grant Application is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, in accordance with the terms and conditions of this Grant Agreement, BELMONT COUNTY desires to distribute to GRANTEE a one-time payment in the amount of <u>see above list</u> ("Grant Funds") to reimburse GRANTEE for certain costs that it incurred in relation to the interruption of its business due to required closures occurring as a result of the Pandemic.

NOW THEREFORE, in consideration of the mutual covenants by and between the Parties hereto, the Parties agree as follows:

- 1. BELMONT COUNTY hereby awards to GRANTEE, a grant in the amount of \$see above list for the purpose of reimbursing costs of business interruption caused by required closures arising from the Pandemic. The specific uses for the Grant Funds are detailed in the Grant Application, attached hereto as Exhibit A and incorporated herein by reference.
- 2. GRANTEE warrants and represents that by accepting the Grant Funds at the time it submitted its Grant Application that it met the eligibility requirements of the Program set forth on Exhibit B, attached hereto and incorporated herein by reference. If at any time, it is determined that

GRANTEE did not meet the eligibility requirements at the time it submitted its Grant Application, all of the Grant Funding shall be immediately repaid to BELMONT COUNTY by GRANTEE.

- 3. GRANTEE understands and agrees that the Grant Funds provided to the GRANTEE shall be used for only the expenses identified in the Grant Application. Any other use of Grant Funds, without prior written approval of BELMONT COUNTY, shall be considered a non-allowable expenditure. If at any time, it is determined that Grant Funds were used to pay for any non-allowable expenditure, all or a part of the Grant Funding (as determined by BELMONT COUNTY in its sole discretion) shall be immediately repaid to BELMONT COUNTY by GRANTEE.
- 4. GRANTEE understands and agrees that it shall not use Grant Funds to reimburse ineligible expenses identified on Exhibit C, attached hereto and incorporated herein by reference. If at any time, it is determined that Grant Funds were used to pay for ineligible expenses, all or a part of the Grant Funding (as determined by BELMONT COUNTY in its sole discretion) shall be immediately repaid to BELMONT COUNTY by GRANTEE.
- 5. GRANTEE warrants and represents that all statements, records and information submitted to BELMONT COUNTY in relation to this Grant are true and accurate. GRANTEE understands and agrees that if at any time it is determined that such statements, records and information were not true and accurate, all of the Grant Funding shall be immediately repaid to BELMONT COUNTY by GRANTEE.
- 6. The GRANTEE agrees to submit a Grant Close-Out Report no later than November 30, 2020, in the form of Exhibit D, attached hereto and incorporated herein by reference, which will include, but is not limited to, the following: (a) the number of jobs retained and/or created; (b) summary of the impact the funds had on the business and its operations; and (c) documentation of expenses reimbursed with Grant Funds. If it determined that the GRANTEE cannot properly substantiate all or a part of its Eligible Expenses, all or a part of the Grant Funding (as determined by BELMONT COUNTY in its sole discretion) must immediately be repaid to BELMONT COUNTY by GRANTEE.
- 7. GRANTEE shall keep all records, financial or otherwise, relating to use of Grant Funds received pursuant to this Grant Agreement for at least five (5) calendar year following receipt of such funds. BELMONT COUNTY shall at any reasonable time have the right of access to and right to review or audit any and all such records pertinent to the administration and operation of the Grant and that said records shall be maintained in a manner to facilitate such reviews and audits.
- 8. GRANTEE may, at any time after execution of this GRANT AGREEMENT, terminate the Grant, in whole or in part, upon written notification to BELMONT COUNTY. In the event of such termination, any Grant Funds that have not been used to reimburse expenditures in a manner provided for herein shall be immediately repaid to BELMONT COUNTY by GRANTEE.
- 9. GRANTEE certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.
- 10. GRANTEE agrees to comply with all pertinent provisions of the Drug Free Workplace Act.
- 11. GRANTEE shall comply with the requirements of all applicable laws and regulations governing the performance of its duties under this GRANT AGREEMENT.
- 12. This GRANT AGREEMENT shall be interpreted in its entirety in accordance with the laws of the State of Ohio.
- 13. This GRANT AGREEMENT, including all exhibits, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating to the subject matter of this GRANT AGREEMENT.
- 14. This GRANT AGREEMENT shall terminate November 30, 2020, unless extended by written agreement of the parties before that date or otherwise terminated as provided herein. Those provisions of the GRANT AGREEMENT which by their very nature are incapable of being performed or enforced prior to expiration or termination of this GRANT AGREEMENT or which suggest at least partial performance or enforcement following such expiration or termination, shall survive any such expiration or termination.
- 15. This GRANT AGREEMENT may be amended at any time, or any provision hereof may be waived, by written consent of BELMONT COUNTY and GRANTEE.
- 16. GRANTEE shall sign and return this GRANT AGREEMENT within ten (10) calendar days of receipt or the Grant Funding may be forfeited, and provide its bank account routing number for grant fund payment (see attachment) or an authorized representative can pick-up the check, or the Grant Funding may be forfeited.

IN WITNESS WHEREOF, this GRANT AGREEMENT is effective upon the date of the last signature.

I have the authority to sign this GRANT AGREEMENT and do so in my respective capacity.

GRANTEE - NAME:

Signature: *Jeffrey Stephens /s/* Print Name: Jeffrey Stephens

Title: Owner Date Signed: 10-5-20

BOARD OF COUNTY COMMISSIONERS, BELMONT COUNTY, OHIO

Signature: *J. P. Dutton /s/*

J. P. Dutton

Signature: <u>Jerry Echemann /s/</u>

Jerry Echemann

Signature: *Josh Meyer /s/*

Josh Meyer

10-21-2020 Date Signed:

Upon roll call the vote was as follows:

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

Mr. Dutton said this program will continue until there are no longer funds available or there are no more applicants applying for them.

IN THE MATTER OF APPROVING QUOTE NUMBER 1036 FROM DIGITAL DATA COMMUNICATIONS, INC/COURTHOUSE

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Quote Number 1036 from Digital Data Communications, Inc., in the amount of \$2,120.00 for one (1) Sonicwall Comprehensive/Advanced Gateway Security Suite for the Courthouse. Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAY REQUEST NUMBER 6 (THROUGH 09/30/2020) FROM COLAIANNI CONSTRUCTION, INC/DIVISIONAL COURTS RENOVATION PROJECT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Request Number 6 (through 09/30/2020) from Colaianni Construction, Inc., in the amount of \$675,331.00 for the Belmont County Divisional Court Renovation project. 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 about the jail overcrowding issue. Mr. Dutton said when COVID started in March the numbers were down, but we have been trending back up. He said, 'Regardless of what the numbers are today, we have enough of a long term trend over the past two or three years of data to show that we average above where that facility is. That's with everything remaining stagnant for the next few years which we don't anticipate happening." He added the housing outside of the county has worked very well, even the cost of that has been reasonable, but this is not a 15 year, 20 year solution. Mr. Meyer noted the current inmate count is 131.

RECESS

9:30 Public Meeting

Re: Retirement and re-employment of the Belmont County 911 Deputy Director

Present: Bryan Minder, 911 Director and James Delman, 911 Deputy Director

Mr. Dutton explained the purpose of this public meeting is, by statute, to announce a request has been made before the board for a retirement and reemployment by Mr. Delman. He said this is an opportunity for comments and the board will take the request under consideration. Mr. Delman said he will be taking his social security in April, but he doesn't want to quit work. He said, "I love my job and I want to keep doing it." He has been working at 911 for 15 years. Mr. Minder said he supports Mr. Delman in what he wants to do and he would love to have him back in the current position he is in. He added he has a lot of knowledge and helps things run smoothly on a daily basis. Mr. Delman's current salary is \$43,349.28 per year. He would like to continue working another five to six years. Mr. Dutton said the 911 Center is one of the best run departments in Belmont County.

RECESS

9:45 Barb Ballint, Exec. Director, Belmont County Tourism Council, Inc.

Re: Quarterly Tourism Report

IN THE MATTER OF QUARTERLY TOURISM REPORT

FOR JULY, AUGUST, SEPTEMBER 2020

Ms. Ballint said she was hoping for a better report for the third quarter, but we are still going through trying times with the pandemic. She said Belmont County lost three major events due to the pandemic and lodging tax receipts plummeted. Ms. Ballint said the trend is for outdoor adventure and we have those venues that offer that to families and visitors. They have added a geocache tour which has been very popular. Some of the most popular events on their social media page are the Virtual Puzzles, blogs and the live feed of the Pumpkin weigh-off. The Tourism Council gave out seven museum grants totaling \$21,189.66. Ms. Ballint said the Heritage Museum (former Sheriff's Residence museum) held a grand re-opening which was very well attended. She said they received news they were awarded the Spirit of Community Award and the Spirit of Innovation Award from the Ohio Travel Association. Ms. Ballint said she thinks we have a bright future. Mr. Dutton said Tourism is important for the local and state economy. Ms. Ballint said in Belmont County the collaboration between the different entities and departments have been phenomenal and she attributes the success of the Tourism Office to that collaboration. Mr. Dutton said it is easy to look at storm clouds in 2020, but there are a lot of positives about the work done in 2020, there was a lot of innovative thinking and hard work is being done. Mr. Meyer said it is nice to see the different things in Belmont County for families to enjoy.

RECESS

Rob Sproul, Deputy Health Commissioner Re: COVID-19 Update

Rob Sproul, Deputy Health Commissioner, said there are 824 positive cases, 721 recoveries, 72 isolated, six are hospitalized and 25 deaths. He noted there has been an increase of 33 cases in a week. Mr. Sproul said we have held on to our yellow status, but that could change tomorrow when the state changes the map for the counties. He said if Belmont County goes to orange it will mean more education such as wearing the masks, social distancing, etc. Mr. Dutton asked what is driving the elevated numbers. Mr. Sproul said it seems to be the mass gatherings, not wearing masks and social distancing. He added there would not be any change in operation for the schools. They are doing a very good job with wearing masks, hand sanitizing, etc. Mr. Sproul said if you are not sure if you have COVID, the flu or seasonal allergies to call your doctor. The drive-up testing in Wheeling is testing for the flu, strep and COVID. Mr. Meyer said it was reported there were Correctional Officers at the Belmont County jail that tested positive and they are taking all the precautions that they can. Mr. Sproul said they did give them additional masks and cleaners to help. They did request the state to give them additional PPE.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:51 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 11:30 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:30 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 is one motion that the board may be taking into consideration today, but it is not prepared at this time.

<u>Budget Hearings-Present:</u> Assistant Clerks Jaclynn Smolenak and Lisa Vannoy

2021 budget requests were reviewed with each department. Mr. Dutton advised all departments that there is a lot of uncertainty with the 2021 budget due to COVID-19. He said Belmont County has continually been in the top five hardest hit counties with sales tax loss. Mr. Dutton said this is most likely due to the Ohio Valley Mall, Interstate 70 and the decrease in oil and gas in the county. The board is meeting with Auditor Rocchio on a weekly basis or more. There is no projected budget number yet for next year. Mr. Dutton noted there has been some reimbursement to departments from CARES Act funds which has been somewhat helpful, but the rules keep getting altered at the federal level to what the funds can be used for. That will be a big determining factor to what happens between now and the end of the year. Mr. Dutton said their goal is to go into 2021 without any major cuts or reduction in services.

<u>911</u>-Present: Director Bryan Minder and Deputy Director, Jim Delman

Mr. Minder said they are utilizing levy funds to purchase equipment. Travel has been cut out and 2021 budget numbers were turned in at a bare minimum. He noted non-union salaries are getting close to what the dispatchers are making. Mr. Dutton said they are looking at scales across the board. Mr. Minder said there is a possibility that Martins Ferry will be doing away with their dispatcher positions. If so, the county is obligated to take those duties on. Mr. Minder said he would need two more employees to handle the extra call volume.

RECESS

<u>VETERANS</u>-Present: Executive Director Cindy Maupin

Ms. Maupin said they haven't gone through all of their budget allocation for the year. What is not used is turned back into the county's General Fund. There are some things she would like to get done this year at the Eastern/Northern Courts building before they move in next year. She said per ORC the Veterans Services receive .5 mill of property taxes collected in the county.

RECESS

AUDITOR'S-Present: Auditor Anthony Rocchio, Chief Deputy Auditor Sheila Turner and Deputy Auditor Cheryl Zeno

Mr. Rocchio said the county is \$228,000 away from meeting certification for the year. If CARES Act funding is allowed to be used for revenue replacement it will be a positive impact to the budget.

RECESS

Mr. Dutton said there is one motion for the board to consider from the prior executive session.

IN THE MATTER OF ISSUING A SUSPENSION AND EXECUTING A LAST CHANCE AGREEMENT TO BELMONT COUNTY NURSE JAMIE ZIARKO

Motion made by Mr. Dutton, seconded by Mr. Echemann to issue a suspension and execute a last chance agreement to Belmont County Nurse Jamie Ziarko. Suspension will be served October 22nd, October 23rd, and October 24th, 2020.

LAST CHANCE AGREEMENT

This Last Chance Agreement (hereafter referred to as "Agreement") is entered into by and between Belmont County Commissioners (hereafter referred to as "Employer"), and Jamie Ziarko (hereafter referred to as "Employee").

WHEREAS, Employee currently is employed by Employer in the position of Registered Nurse (R.N.) at the Belmont County Jail;

WHEREAS, Employee was served with a Pre-Disciplinary Conference Notice on October 14, 2020 verbally which alleged various violations of the policies and/or work rules of Employer;

WHEREAS, in lieu of a termination of Employee's employment, the Employer and the Employee agree to enter into this Agreement.

NOW, THEREFORE, in exchange for and in consideration of the following mutual covenants and promises, the undersigned parties, agree as follows:

- A. Employee agrees to accept as full and final discipline for the matters alleged in the October 15, 2020 Pre-Disciplinary Conference Notice, a 3 day (36 hour) unpaid suspension.
- B. For a period of two (2) years from the effective date of this Agreement, Employee agrees that she will automatically be removed from her Employment if she 1) violates any employer rule or policy, including but not limited to: arriving late for work, falsifying time card, and/or any other dishonest acts or violation of ORC 124.34. Employee may only appeal in accordance with ORC 124.
- C. The text herein shall constitute the entire agreement between the parties and replaces and supersedes any previous Agreements, and any modification shall be in writing and approved and signed by the Employer. Any alleged ambiguous language in the Agreement shall not be construed against either party.
 - D. This Agreement shall be non-precedent setting and shall not be used as evidence of disparate treatment in the future.
- E. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

 SIGNATURE

BELMONT COUNTY COMMISSIONERS:

J. P. Dutton /s/	<u>10/21/20</u>		
Signature	Date		
Jerry Echemann /s/	<u>10-21-20</u>		
Signature	Date		
Josh Meyer /s/	10/21/2020		
Signature	Date		
EMPLOYEE:			
Jamie Ziarko /s/	10/26/2020		
Signature			
Upon roll call the vote was as follows:			
	Mr. Dutton	Yes	
	Mr. Echemann	Yes	

Mr. Meyer Yes

Reconvened Monday, October 21 at 11:10 a.m. Present: Commissioners Dutton, Echemann and Meyer and Clerk Bonnie Zuzak

Budget Hearings-Present: Assistant Clerks Jaclynn Smolenak and Lisa Vannoy

2021 budget requests were reviewed with each department. Mr. Dutton advised all departments that there is a lot of uncertainty with the 2021 budget due to COVID-19. He said Belmont County has continually been in the top five hardest hit counties with sales tax loss. Mr. Dutton said this is most likely due to the Ohio Valley Mall, Interstate 70 and the decrease in oil and gas in the county. The board is meeting with Auditor Rocchio on a weekly basis or more. There is no projected budget number yet for next year. Mr. Dutton noted there has been some reimbursement to departments from CARES Act funds which has been somewhat helpful, but the rules keep getting altered at the federal level to what the funds can be used for. That will be a big determining factor to what happens between now and the end of the year. Mr. Dutton said their goal is to go into 2021 without any major cuts or reduction in services.

<u>DIVISIONAL COURTS</u>-Present: Judge Trouten, Judge Berhalter, Judge Costine (via phone), Clerks Donna Ralston, Cheri Westlake and Rosalee Ralston

Judge Berhalter said all funds they receive from the General Fund goes into their salary and PERS lines. They purchase their own supplies. Ms. Ralston is planning on retiring in 2021. They did not expect to add any additional staff other than Ms. Ralston's replacement.

SHERIFF-Present: Sheriff Lucas, Kitty Paboucek and Auditor Rocchio

Ms. Paboucek said their over-time is way down due to extra staffing being hired. The cost of housing prisoners outside of the county is also down. They received a grant in the amount of \$27,000 to be used for PPE reimbursement and a grant for \$20,000 to be used for ballistic vests. EMA gave them 18,000 gloves. She said, overall, there will be a 4 ½% increase to salaries due to the union contract increases. Sheriff Lucas said five more deputies will be needed when the new Divisional Courts building opens.

<u>COMMON PLEAS/MAGISTRATE</u>-Present: Judge Fregiato, Judge Vavra, Magistrate Amy Busic, Bobby Williams, Laura Zupko and Kristy Lipscomb

Judge Fregiato said the Magistrate's office needs an additional \$4,300 to finish out the year. He said an additional court reporter is needed due to the extra cases being set for hearings and trials. The salary would be approximately \$50,000, this figure does not include PERS. If a court reporter is hired they will need an office. The only space available is at the end of the hall on the third floor which will need some work done to it. They will need funds for the work.

Mr. Dutton said the meeting was left open for today's budget hearings. There is no further business for the board to consider.

<u>IN</u>	<u>THE</u>	MAI	TER (<u>OF A</u>	<u>DJO</u>	URN	<u>ING</u>	
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COMMISSIONERS MEETING AT 1:58 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:58 p.m. Upon roll call the vote was as follows:

Mr. Dutton Yes Mr. Echemann Yes

Mr. Meyer Yes

Read, approved and signed this 28th day of October, 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