

St. Clairsville, Ohio

June 9, 2021

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann, Josh Meyer and J. P. Dutton, Commissioners and Jennifer Magyar, Assistant 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. Echemann, seconded by Mr. Meyer 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 her warrant on the County Treasurer in payment of the bills allowed:

**IN THE TOTAL AMOUNT OF \$1,405,948.09**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	E-0051-A001-A28.000 Other Expenses	\$10,000.00

**N22 WWS CAPITAL IMPROVEMENTS/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9022-N022-N04.055 Contract Projects	E-9022-N022-N11.012 Equipment	\$50,000.00

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S51.002 Salaries	E-8010-S030-S60.000 Maintenance	\$2,500.00
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S60.000 Maintenance	\$7,500.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S58.000 Communications	\$24,003.72
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S58.000 Communications	\$38,745.00
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S60.000 Maintenance	\$4,000.00
E-8010-S030-S69.007 Unemployment	E-8010-S030-S58.000 Communications	\$7,737.72
E-8010-S030-S71.000 Ed/Recreation	E-8010-S030-S60.000 Maintenance	\$1,000.00

**S86 NORTHERN COURT-GEN SPEC PROJECT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1561-S086-S01.002 Salaries	E-1561-S086-S08.000 Other	\$10,000.00

**W82 D.R.E.T.A.C.-TREASURERS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1410-W082-T04.000 Other Expenses	E-1410-W082-T10.000 Advertising & Printing	\$15,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer 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 June 9, 2021:

**CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION**

A00 General Fund

E-0051-A001-A28.000	Other Expenses	\$ 1,250.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Echemann, seconded by Mr. Meyer 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 4, 2021\*\***

**T11 BEL. CO COMMISSIONERS/C.D.B.G.**

E-9702-T011-T02.000	Home Grant-Monies from HUD	\$661.69
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**\*\*JUNE 09, 2021\*\***

**A00 GENERAL FUND**

E-0051-A001-A51.000	Oil & Gas	\$26,237.65
E-0057-A006-F06.011	Veterinary Services	\$2,005.18
E-0057-A006-F08.000	Other Expenses	\$410.00
E-0257-A015-A14.000	Attorney Fees	\$414.00

**E10 911 FUND**

E-2200-E010-E07.000	Other Expenses	\$2,174.70
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**E11 9-1-1 WIRELESS**

E-2301-E011-E01.011	Contract Services	\$10,611.88
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**M62 INTAKE COORDINATOR/JUVENILE COURT**

E-0400-M062-M02.000	Other Expenses	\$1,238.00
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**M80 TECHNOLOGY FUND/JUVENILE COURT**

E-0480-M0880-M02.012	Computer/Software Expenses	\$200,000.00
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**N14 SSD CAPITAL IMPROVEMENTS/BCSSD**

E-9014-N014-N12.000	USDA Sewer Projects	\$106,593.80
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**O03 USDA-SSD BOND PAYMENT/BCSSD**

E-9200-O003-O03.050	Bond Payment	\$70,700.00
E-9200-O003-O04.051	Interest Payment	\$196,000.00
<b><u>O12 NEFFS BOND RETIRE/BCSSD</u></b>		
E-9312-O012-O01.050	Principal Loan Payment	\$20,000.00
<b><u>S30 OAKVIEW JUVENILE REHABILITATION</u></b>		
E-8010-S030-S54.000	Food	\$2,976.76
<b><u>S32 OAKVIEW JUV-ACTIVITY FUND</u></b>		
E-8012-S032-S00.000	Activity Fund	\$337.60
<b><u>S85 JUVENILE COURT-COMPUTER FUND</u></b>		
E-1582-S085-S08.000	Computer Expenses	\$1,573.43
<b><u>S96 JUVENILE COURT-GEN SPEC PROJECTS</u></b>		
E-1589-S096-S08.002	Salary	\$3,000.00
E-1589-S096-S09.000	Fringes	\$2,000.00
E-1589-S096-S12.000	Other Expenses	\$1,840.01
<b><u>T11 BEL.CO COMMISSIONERS C.D.B.G.</u></b>		
E-9702-T011-T01.000	Grant	\$23,735.00
<b><u>W20 LAW LIBRARY RESOURCES FUND</u></b>		
E-9720-W020-W03.003	PERS	\$38.48
E-9720-W020-W04.004	Workers Comp	\$10.00
E-9720-W020-W07.010	Supplies	\$13,144.34
<b><u>Y41 INDIGENT APPLICATION FEES/AUDITOR</u></b>		
E-9841-Y041-Y01.000	Remit to State	\$388.00
E-9841-Y041-Y02.000	Remit to County	\$1,552.00
<b><u>SHERIFF/VARIOUS FUNDS</u></b>		
E-0131-A006-A09.000	Medical	\$377.33
E-0131-A006-A10.000	Transport	\$300.00
E-0131-A006-A17.010	Cruisers	\$100.00
E-0131-A006-A18.000	Communications	\$583.77
E-0131-A006-A23.000	Background	\$297.00
E-0131-A006-A24.000	E-SORN	\$667.00
E-0131-A006-A32.000	Warrant Fee	\$1,180.00
E-1652-B016-B02.000	DUI	\$50.00
E-5100-S000-S01.010	Commissary	\$24,224.11
E-5101-S001-S06.000	CCW License	\$1,671.00
E-5101-S001-S07.012	CCW Equipment	\$1,603.00
E-9710-U010-U06.000	Reserve	\$9,012.47

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies.  
**GENERAL FUND/ANIMAL SHELTER-\$410.00** deposited into R-0057-A006-A03.500 balance available as of 5/31/2021 (*Adoption fees paid in on various dates in May 2021*)

**GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$2,005.18** deposited into R-0057-A006.A05.500 Animal Shelter Reimbursement Vet Bills on 5-25-2021 (*Money was received from Belmont County Cat Stray Shun for the reimbursement of April 2021 New Horizon Animal Hospital vet bills*)

**LYNDSAY SULLIVAN/REFUND AND REIMBURSEMENT-\$414.00** deposited into R0050-A000-A45.500 on 5/27/2021 (*Money was refunded since wrong vendor was paid*)

**OIL & GAS RECEIPTS APRIL AND MAY/GENERAL FUND-\$26,237.65** deposited into R-0050-A000-A02.500 on dates below-

04/28/2021	\$713.03
04/28/2021	\$128.15
05/03/2021	\$907.62
05/03/2021	\$108.79
05/03/2021	\$418.08
05/03/2021	\$1,155.91
05/03/2021	\$271.48
05/03/2021	\$9,091.76
05/03/2021	\$8,358.69
05/05/2021	\$1,671.79
05/05/2021	\$234.36
05/05/2021	\$3,177.99
<b>TOTAL</b>	<b>\$26,237.65</b>

**T11 GRANT MONIES-\$23,735.00** deposited into R-9702-T011-T01.501 on 6/7/2021

**VOIDED CHECK 248770/2020 CLOSED PO-**

<u>General Fund</u>			
PO # 522315	E-0051-A001-A28.000	Other Expenses	\$1,250.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR MUTUAL OF OMAHA LIFE**

**INSURANCE CHARGEBACKS FOR THE SECOND QUARTER PERIOD:**

**APRIL, MAY AND JUNE 2021**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the

## Mutual of Omaha Life Insurance Chargebacks for the Second Quarter (April, May and June 2021)

<b>Transfer From</b>		<b>Transfer To</b>	<b>Amount</b>
<b>E-0256-A014-A09.006</b>	<b>TOTAL GENERAL FUND</b>	<b>R-9891-Y091-Y05.500</b>	<b>1,871.62</b>
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	0.00
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	41.67
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	49.56
E-1510-W081-P04.000	PROSECUTOR DRETAC	R-9891-Y091-Y05.500	6.75
E-1410-W082-T97.006	TREASURER DRETAC	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	33.75
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	155.31
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	281.20
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	37.14
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	13.50
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	162.03
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	47.25
E-3702-P005-P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	212.43
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	46.35
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	15.75
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	6.75
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	47.25
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	108.00
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	575.35
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	77.64
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	26.70
E-2211-F069-F04.000	Trailer Parks	R-9891-Y091-Y05.500	0.87
E-2227-F074-F06.000	Sewage	R-9891-Y091-Y05.500	9.78
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	6.27
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	8.79
E-2229-F081-F01.001	PHER	R-9891-Y091-Y05.500	2.37
E-2230-F082-F01.002	PREP	R-9891-Y091-Y05.500	0.00
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	8.43
E-2232-F084-F02.008	Nursing Program	R-9891-Y091-Y05.500	8.91
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	13.50
E-2236-F088-F01.002	Get Vaccinated	R-9891-Y091-Y05.500	1.02
E-2237-F089-F01.002	Intergrated Naloxone	R-9891-Y091-Y05.500	2.70
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	20.04
E-2219-N050-N05.000	Water	R-9891-Y091-Y05.500	0.81
E-2220-P070-P01.002	Pools	R-9891-Y091-Y05.500	0.51
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	27.69
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	27.00
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	6.75
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	6.75
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	13.50
E-0400-M060-M84.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	0.00
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	18.00
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	13.50
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	11.28

E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	0.00
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	6.75
<b>Total amount this transfer</b>			<b>4,051.47</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows: **COMMISSIONERS**-J. P. Dutton to Walnut Creek, OH, on June 10-11, 2021 to attend the EODA Annual meeting. Jerry Echemann to Steubenville, OH, on June 15, 2021, to attend the OMEGA Executive Board meeting. A county car will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 2, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING TRENT MCINTIRE AS A FULL-TIME UTILITY WORKER/WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to hire Trent McIntire as full-time Utility Worker at the Belmont County Water & Sewer District, effective June 14, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING LISA RANKIN AS A FULL-TIME BUSINESS SERVICE MANAGER/WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to hire Lisa Rankin as full-time Business Service Manager at the Belmont County Water & Sewer District, effective June 21, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF MARIO DEFELICE FROM FULL-TIME EQUIPMENT OPERATOR TO FULL-TIME ADMINISTRATIVE CLERK/WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the transfer of Mario DeFelice from full-time Equipment Operator to full-time Administrative Clerk at the Belmont County Water & Sewer District, effective June 14, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING FOR LOCAL AREA 16 WORKFORCE DEVELOPMENT SYSTEM FOR STATE FY 2021-2022**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the Memorandum of Understanding for the Local Area 16 Workforce Development System for State Fiscal Year 2021-2022 (Year 3 approved extension).

*Note: The 2020 COVID-19 pandemic caused a disruption in service delivery so the Ohio Department of Job and Family Services wants to ensure continuation of services and allow areas to plan adequately.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT FOR THE COMPREHENSIVE MANAGEMENT AND EMPLOYMENT PROGRAM (CCMEP) WITH COMMUNITY ACTION COMMISSION OF BELMONT COUNTY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into agreement for the Comprehensive Management and Employment Program (CCMEP) with Community Action Commission of Belmont County for Work Experience: Summer Employment.

*Note: This agreement is subject to the availability of funding under the Workforce Innovation and Opportunity Act (WIOA) and/or CCMEP Temporary Assistance to Needy Families (TANF).*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH ASCENT RESOURCES-UTICA, LLC/ENGINEERS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Ascent Resources-Utica, LLC, effective June 9, 2021, for the purpose of drilling activity at the following sites:

0.6 miles of CR-64 (Shepherdstown Road) at the PANG WHL BL Well Pad

0.85 miles of CR-10 (Lafferty-Blayney Road) at the Blayney WHL BL Well Pad

*Note: No Bond needed per County Engineer. The roads were upgraded before work began.*

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

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Ascent Resources – Utica, LLC, whose address is 1000 Utica Way, Cambridge, OH 43725, (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, the purpose of this Agreement is to replace and restate the Belmont County Roadway Use and Maintenance Agreement for Drilling Projects and Infrastructure dated effective October 29, 2014, between Authority and American Energy - Utica, LLC; and

**WHEREAS**, American Energy - Utica, LLC changed its name to Ascent Resources - Utica, LLC effective June 25, 2015, and an Affidavit of Business Name Change was recorded in Belmont County on July 31, 2015 in Book 560 at Page 995; and

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

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the **PANG WHL BL Well Pad**, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the **PANG WHL BL Well Pad** (hereafter collectively referred to as "oil and gas development site") located in Wheeling Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 0.6 miles of CR-64 (Shepherdstown Road) for the purpose of ingress to and egress from the **PANG WHL BL Well Pad**, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the PANG WHL BL Well Pad (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-64 (Shepherdstown Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with SR-9 and continuing east on CR-64 (Shepherdstown Road) for 0.6 miles to the Pang well site entrance. It is understood and agreed that the Operator shall utilize the remainder of CR-64 (Shepherdstown Road) for their other Drilling Activities on that road.

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 Four Hundred Thousand & 00/100 DOLLARS (\$400,000.00) per mile. 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 June 9, 2021.

Executed in duplicate on the dates set forth below.

**Authority**  
By: Jerry Echemann /s/  
Commissioner/Trustee  
By: Josh Meyer /s/  
Commissioner/Trustee  
By: J. P. Dutton /s/  
Commissioner/Trustee  
By: Terry Lively /s/  
County Engineer  
Dated: 6-9-2021  
Approved as to Form:  
David K. Liberati /s/ Assist P. A.  
County Prosecutor

**Operator**  
By: Tim Murray /s/  
Printed name: Tim A. Murray  
Company Name: Ascent Resources-Utica, LLC  
Title: Director – Field Services  
Dated: 4-5-2021

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

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and Ascent Resources-Utica, LLC, whose address is 1000 Utica Way; Cambridge, OH 43725, (Hereafter “Operator”), and shall be as follows:

**RECITALS**

**WHEREAS**, the purpose of this Agreement is to replace and restate the Belmont County Roadway Use and Maintenance Agreement for Drilling Projects and Infrastructure dated effective December 30, 2014, between Authority and American Energy - Utica, LLC; and

**WHEREAS**, American Energy - Utica, LLC changed its name to Ascent Resources - Utica, LLC effective June 25, 2015, and an Affidavit of Business Name Change was recorded in Belmont County on July 31, 2015 in Book 560 at Page 995; and

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

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the **Blayney WHL BL Well Pad**, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the **Blayney WHL BL Well Pad** (hereafter collectively referred to as “oil and gas development site”) located in Wheeling Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 0.85 miles of CR-10 (Lafferty-Blayney Road) for the purpose of ingress to and egress from the **Blayney WHL BL Well Pad**, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Blayney WHL BL Well Pad (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-10 (Lafferty-Blayney Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with SR-331 and continuing west for 0.85 miles to the intersection with TR-1561 (Pamela Avenue). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-10 (Lafferty-Blayney Road) 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 Four Hundred Thousand & 00/100 DOLLARS (\$400,000.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- d. 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.
- e. 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.
- f. 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 June 9, 2021.

Executed in duplicate on the dates set forth below.

**Authority**

By: Jerry Echemann /s/

Commissioner/Trustee

By: Josh Meyer /s/

Commissioner/Trustee

By: J. P. Dutton /s/

Commissioner/Trustee

By: Terry Lively /s/

County Engineer

Dated: 6-9-2021

Approved as to Form:

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

County Prosecutor

Upon roll call the vote was as follows:

**Operator**

By: Tim Murray /s/

Printed name: Tim A. Murray

Company Name: Ascent Resources-Utica, LLC

Title: Director – Field Services

Dated: 4-5-2021

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

**IN THE MATTER OF AWARDING BID FOR ENGINEER'S PROJECT #20-11 TID CR 80, CR84 ROAD RECONSTRUCTION**

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid for the Belmont County Engineer's Project **20-11 TID CR 80 (Pogue Road), CR 84 (Oakview Rd. & Executive Drive) Road Reconstruction** to Shelly & Sands, in the amount of \$1,106,522.90, based upon the recommendation of Terry Lively, County Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FROM SHELLY & SANDS, INC/ENGINEER'S PROJECT # 20-6**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Change Order No. 1 from Shelly & Sands, Inc., for the Belmont County Engineer's Project **#20-6 BEL-CR4-24.95/27.38 (Glenns Run Road) Paving and Bridge Deck** in the amount of \$25,152.20, for a new contract total of \$780,652.20.

*Note: This is for additional quantities in the amount of \$25,902.20 and non-preformed quantities in the deducted amount of \$750.00. All quantities based on final field measurements.*

**CHANGE ORDER NO. 1**

**SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS  
BELMONT COUNTY ENGINEER'S  
PROJECT #20-6: BEL-CR4-24.95/27.38 PAVING AND BRIDGE DECK**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 9th day of June, 2021 between **SHELLY & SANDS, INC.**, P.O. Box 66, Rayland, Ohio 43943, and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **SHELLY & SANDS, INC.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary for replacing a bridge deck at CR-4-25.56 and placing 2.43 miles of asphalt concrete pavement on CR4 (Glenns Run Road) and all related Work described by the Contract Documents.

**CHANGE ORDER  
\* ADDITIONAL QUANTITIES \***

ROAD NO.	APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
CR4	96,633 LB	STEEL PRICE ADJUSTMENT	\$17.74	+ \$5,447.20
CR4	2 EA	MGS BRIDGE TERMINAL ASSEMBLY TYPE 1	\$2,400.00	+ \$4,800.00
CR4	2 EA	BRIDGE CONNECT W/5' RADIUS, APP	\$2,750.00	+ \$5,500.00
CR4	67.70 FT	CONCRETE REPAIR BY EPOXY INJECTION	\$150.00	+ \$10,155.00
		<b>TOTAL ADDITIONS</b>		<b>+ \$25,902.20</b>

**\* NON-PREFORMED QUANTITIES \***

ROAD NO.	APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
CR4	3 FT	CONCRETE REPAIR BY EPOXY INJECTION	\$250.00	- \$750.00
		<b>TOTAL DEDUCTIONS</b>		<b>- \$750.00</b>
<b>TOTAL AMOUNT OF CHANGE ORDER</b>				<b>+ \$25,152.20</b>

Reason for contract – all quantities based on final field measurements.

**SUMMARY**

<b>ORIGINAL CONTRACT</b>	<b>\$755,500.00</b>
<b>ADDITIONS - CHANGE ORDER NO. 1</b>	<b>+ \$25,902.20</b>
<b>DEDUCTIONS - CHANGE ORDER NO. 1</b>	<b>- \$750.00</b>
<b>NET CHANGE</b>	<b>+ \$25,152.20</b>
<b>TOTAL WORK PERFORMED</b>	<b>\$780,652.20</b>
<b>TOTAL AMOUNT OF SUPPLEMENTAL CONTRACT PERFORMED</b>	<b>\$25,152.20</b>

**BELMONT COUNTY COMMISSIONERS**

*Jerry Echemann /s/*  
*Josh Meyer /s/*

*J. P. Dutton /s/*

**SHELLY & SANDS, INC.**

By: *Rita Lantz /s/*  
*Rita Lantz*  
*Print/Type Signature*  
*Assistant Vice-President*  
*Title*

RECOMMENDED BY:

*Terry Lively /s/*  
TERRY D. LIVELY, P.S., P.E.  
BELMONT COUNTY ENGINEER

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TRADE-IN OF A 2013 FORD F250 SUPER DUTY XL TO DUNNINGS MOTOR SALES, INC., CAMBRIDGE AND APPROVE THE PURCHASE OF A 2021 CHEVROLET CK 1500 SILVERADO LWB 4WD/ENGINEER'S**

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize the Belmont County Engineer's Department to trade-in a 2013 Ford F250 Super Duty XL 4WD to Dunning Motor Sales, Inc., Cambridge, OH, for the trade-in amount of \$10,500.00 and purchase a 2021 Chevrolet CK1500 Silverado LWB 4WD in the amount of \$27,142.00.

*Note: This will be paid for with the Engineer's MVGT fund.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING ESTIMATE #3133 FROM TIM'S CUSTOM CABINET DIVISION/ COMMISSIONERS' OFFICE**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept estimate #3133 in the amount of \$1,850.00 from Tim's Custom Cabinet Division for dividers to be installed in existing cabinet in the Belmont County Commissioners meeting room and a Corian countertop for the Belmont County Commissioners' front office.

Upon roll call the vote was as follows:

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



**IN THE MATTER OF APPROVING THE SERVICE AGREEMENT FROM JOHNSON CONTROLS/JAIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the service agreement from Johnson Controls in the amount of \$1,327.98 for the annual Backflow Test & Inspection and Quarterly Wet Sprinkler Test and Inspection for the Belmont County Jail for the period of August 1, 2021 to July 31, 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM CARDINAL INCORPORATED/COUNTY SEALS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the quote from Cardinal Incorporated in the amount of \$2,243.50 for three county seal plaques, one each for Northern and Eastern Courts and one for Belmont County Commissioners' meeting room. Crate fee is \$45.00 and freight is \$100.00 for all three plaques.

Upon roll call the vote was as follows:

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

Mr. Dutton said as a member of the Transportation Improvement District he is glad to see that the project to upgrade the road by the Fox Shannon Industrial Park and the project for Glens Run Road are both moving forward. The Board of Commissioners utilized funds from the General Fund for matching money for funding coming from the state for both of these projects. He noted these funds are outside of the Engineer's office that they contributed because the Board felt it was important to match funding that was coming from outside of the county.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:38 A.M**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, and Lisa Duvall, Dog Warden pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the discipline of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:00 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 10:00 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are no motions for the board to consider.

**10:00 Bid Opening-Engineer's Project 21-4 BEL-CR 92-5.01 (Ballard Hunter Road), Slide Repair**

**IN THE MATTER OF BID OPENING FOR ENGINEER'S PROJECT 21-4 BEL-CR 92-5.01 SLIDE REPAIR**

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Engineers Project 21-4 BEL-CR 92-5.01 Slide Repair; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
BBR Drilling Co. 41462 Palmer Road Belmont, OH 43718	X	\$388,470.00
Ohio-West Virginia Excavating P.O. Box 128 Powhatan Point, OH 43942	X	\$334,189.00
Shelly & Sands PO Box 66 Rayland, OH 43943	X	\$369,995.50
Alan Stone Co. 5519 Suite A State Route 339 Vincent, OH 45784	X	\$343,284.50

Engineers Estimate: \$419,980.00

Present: Belmont County Engineer Terry Lively, Ruth Saffell, BBR Drilling and Dennis Palicka, OH-WV Excavating.

Motion made by Mr. Echemann, seconded by Mr. Meyer to turn over all bids received for the Belmont County Engineer's **Project 21-4 BEL-CR 92-5.01 (Ballard Hunter Road), Slide Repair** to Belmont County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

Mr. Lively explained this project is a slide repair and it is a pretty challenging site due to the road being very steep. The road is down to one lane now and it will be like that for a while. He added it is a good project to be completed.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:35 A.M**

June 9, 2021

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the compensation and employment of a public employees.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:31 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:31 a.m.  
Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are no motions for the board to consider.

**RECESS**

**Reconvened at 1:15 p.m.**

**No further business to be had.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 1:16 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 1:16 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 16th day of June, 2021.

Jerry Echemann /s/\_\_\_\_\_

Josh Meyer /s/\_\_\_\_\_ COUNTY COMMISSIONERS

J. P. Dutton /s/\_\_\_\_\_

We, Jerry Echemann and Jennifer Magyar, President and Assistant Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Jerry Echemann /s/\_\_\_\_\_ PRESIDENT

Jennifer Magyar /s/\_\_\_\_\_ ASSISTANT CLERK