

St. Clairsville, Ohio

July 14, 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 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. 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 \$1,998,342.81

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*:

N22 WWS CAPITAL IMPROVEMENTS/BCSSD

FROM	TO	AMOUNT
E-9022-N022-N17.000 USDA Water Projects	E-9022-N022-N04.055 Contract Projects	\$20,212.40

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S51.002 Salaries	E-8010-S030-S60.000 Maintenance	\$110.00

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 July 14, 2021, meeting:

A00 GENERAL FUND

E-0040-A002-G12.000	Bondsman	\$12,250.00
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N14 SSD CAPITAL IMPROVEMENT/BCSSD

E-9014-N014-N12.000	USDA Sewer Projects	\$188,297.20
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N22 WWS CAPITAL IMPROVEMENTS/BCSSD

E-9022-N022-N17.000	USDA Water Projects	\$2,734,401.52
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S40.000	Grant Holding Account	\$39,214.25
E-8010-S030-S51.002	Salaries	\$270,000.00
E-8010-S030-S53.000	Medical	\$5,000.00
E-8010-S030-S54.000	Food	\$4,000.00
E-8010-S030-S55.010	Supplies	\$1,000.00
E-8010-S030-S56.000	Motor Vehicles	\$500.00
E-8010-S030-S58.000	Communications	\$4,000.00
E-8010-S030-S59.000	Fuel/Utilities	\$23,000.00
E-8010-S030-S60.000	Maintenance & Repair	\$7,000.00
E-8010-S030-S62.000	Printing	\$100.00
E-8010-S030-S63.000	General	\$6,000.00
E-8010-S030-S66.003	PERS	\$35,000.00
E-8010-S030-S67.004	Workers Comp	\$8,000.00
E-8010-S030-S68.006	Hospitalization	\$65,000.00
E-8010-S030-S69.007	Unemployment Comp	\$1,000.00
E-8010-S030-S70.005	Medicare	\$3,000.00
E-8010-S030-S71.000	Education/Recreation	\$1,000.00

Y41 INDIGENT APPLICATIONS FEES

E-9841-Y041-Y01.000	Remit to State	\$318.00
E-9841-Y041-Y02.000	Remit to County	\$1,272.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated July 14, 2021, 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. 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 July 7, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING KEITH WRIGHT
AS FULL-TIME DELIVERY WORKER (DRIVER)/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to hire Keith Wright as full-time Delivery Worker (Driver) with Senior Services of Belmont County, effective July 19, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING ASHLEY BURNS
AS PART-TIME DELIVERY WORKER (DRIVER)/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to hire Ashley Burns as part-time Delivery Worker (Driver) with Senior Services of Belmont County, effective July 19, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTING MR. RON HOPKINS
TO THE AREA AGENCY ON AGING REGION 9, INC.
REGIONAL ADVISORY COUNCIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to reappoint Mr. Ron Hopkins to the Area Agency on Aging Region 9, Inc. Regional Advisory Council for a three-year term effective July 8, 2021 through July 7, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AMENDMENT FOR THE
OHIO DEPARTMENT OF YOUTH SERVICES SUBSIDY GRANT/JUVENILE COURT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the Amendment for the **Ohio Department of Youth Services Subsidy Grant**, on behalf of Belmont County Juvenile Court for Fiscal Year 2022, for a decrease of \$41,195.37 for a new total of \$234,131.21

Note: This grant covers program costs for C-CAP and the Diversion Program.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SUBGRANT AWARD AGREEMENT
FOR 9-1-1 HAZARD PAY FOR DISPATCH CENTER**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to execute the Subgrant Award Agreement for the Belmont County 9-1-1 *Hazard Pay for Belmont County Dispatch Center* as follows:

Subgrant Number:	2020-CE-OTH-2343
Award Period:	09/01/20 – 07/31/21
Award Amount:	\$10,500.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH
TANK INDUSTRY CONSULTANTS/WATER AND SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into agreement by and between Tank Industry Consultants and Belmont County Water and Sewer District for professional tank evaluation services, in the not to exceed amount of \$50,000, based upon the recommendation of Kelly Porter, Director.

Note: This will be paid from the Water Capital Improvement Fund.

**Standard Form of Agreement between Owner and Engineer
for Professional Tank Evaluation Services**

This Agreement, made this 14th day of July, 2021 by and between Tank Industry Consultants, headquartered at 7740 West New York Street, Indianapolis, Indiana 46214, hereafter referred to as the ENGINEER and Belmont County Water & Sewer District, located at P.O. Box 457, St. Clairsville, Ohio 43950, hereafter referred to as the OWNER.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION 1 - SERVICES OF ENGINEER

1. The ENGINEER agrees to provide professional tank evaluation services in accordance with the ENGINEER’s proposal to the OWNER dated June 24, 2021.
2. If ENGINEER is requested to perform professional services in addition to those services outlined in the ENGINEERS proposal to the OWNER dated June 24, 2021, a new agreement will be required. This agreement is only for the scope of services stated above in paragraphs 1.1.

SECTION 2 - OWNER’S RESPONSIBILITIES

OWNER shall do the following in a timely manner so not to delay the services of ENGINEER.

- 2.1. Designate in writing a person to act as OWNER’s representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define OWNER’s policies and decisions with respect to ENGINEER’s services for the Project.
- 2.2. Provide all criteria and full information as to ENGINEER’s services hereunder as to OWNER’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER currently has, if any.
- 2.3. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

- 2.4. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER’s services, or any defect or nonconformance in the work of any Contractor affecting the Project.
- 2.5. Perform the duties required under the Terms section (if any) of the Proposal.
- 2.6. The information and services to be provided by OWNER under this Section will be without cost to ENGINEER.

SECTION 3 - PAYMENTS TO ENGINEER

OWNER shall pay ENGINEER for Services rendered in the amounts outlined in the Proposal to the OWNER dated June 24, 2021. OWNER shall issue payment to ENGINEER within 30 calendar days of receipt of properly submitted invoice.

SECTION 4 - TERMS AND CONDITIONS

- 4.1. **Professional Responsibility** - ENGINEER represents that the services shall be performed, within the limits presented by OWNER, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed. No other representations to OWNER, expressed or implied and no warranty or guarantee is included in this Agreement, or in any report, opinion, document, or otherwise.
- 4.2. **Termination** - The obligation to perform under the terms of this Agreement may be terminated by ENGINEER upon thirty (30) days’ written notice to OWNER in the event of substantial failure of OWNER to perform in accordance with the terms hereof. This Agreement may be terminated by OWNER with or without cause upon thirty (30) days’ written notice to ENGINEER. OWNER shall compensate ENGINEER for all work performed up to and including the termination date.
- 4.3. **Re-Use of Documents** - All documents furnished by the ENGINEER pursuant to this Agreement are instruments of services in respect to the Project and the ENGINEER shall retain Ownership of said documents whether or not the Project is completed. The OWNER may make and retain any additional copies for information and reference in connection with the use of the Project by OWNER and others for the Project; however, such documents are not intended or represented to be suitable for re-use by OWNER or others on extensions of the Project or on any other project. Any re-use without the express written consent of the ENGINEER will be at re-user’s sole risk and without liability or legal exposure to the ENGINEER. The granting of such consent will entitle the ENGINEER to further compensation at rates to be agreed upon by OWNER and the ENGINEER.
- 4.4. **Insurance** - ENGINEER shall procure and maintain workers’ compensation, automobile, general liability, and professional liability insurance. Upon receipt of this executed Agreement, ENGINEER shall provide OWNER with certificates of insurance for OWNER’s review and use.
- 4.5. **Indemnification** - The ENGINEER agrees to indemnify OWNER, their officers employees, and agents against, and will hold and save them harmless from claims, damages, losses or omissions due to the negligence of the ENGINEER in the performance of this Agreement, but only for that portion of such negligence of the ENGINEER compared to the total negligence of all persons, firms, or corporations which results in said damages to OWNER. The ENGINEER shall not be liable for any consequential damages. The fees listed in the Proposal to OWNER dated June 24, 2021, are based upon the total liability to the ENGINEER not exceeding \$50,000 or the contract amount, whichever is greater.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly elected officials, this AGREEMENT in duplicate on the respective dates indicated below.

ENGINEER: Tank Industry Consultants
Gregory R. Stein, /s/
By: Gregory R. Stein, P.E. Managing Principal
Dated: July 12, 2021

OWNER:
Jerry Echemann /s/
Josh Meyer /s/ J. P. Dutton /s/
Printed: Jerry Echemann
Josh Meyer J. P. Dutton
Dated: 7-14-2021
APPROVED AS TO FORM:
David K. Liberati /s/ Assist. P.A.
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION OF THE BOARD OF BELMONT COUNTY COMMISSIONERS DECLARING A VEHICLE OBSOLETE AND NOT NEEDED FOR COUNTY USE AND APPROVING THE SALE THROUGH SEALED BIDS

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the following resolution:
WHEREAS, a 2015 Sunset Trail Camper was purchased in 2015 through an Efficiency and Innovation grant awarded by Ohio Department of Job and Family Services. The camper was originally used for a visitation center for family visits for children services cases, and it has been determined by the Belmont County Department of Job and Family Services administration that the vehicle is no longer needed; and
WHEREAS, pursuant to Ohio Revised Code Section 307.12(A) *When the Board of County Commissioners finds, by resolution, that the county has personal property, including motor vehicles acquired for the use of county officers and departments, and road machinery, equipment, tools, or supplies, that is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, and when the fair market value of the property to be sold or donated under this division is, in the opinion of the board, in excess of two thousand five hundred dollars, the board may do following:*
(1) Sell the property at public auction or by sealed bid to the highest bidder. Notice of the time, place, and manner of the sale shall be published in a newspaper of general circulation in the county at least ten days prior to the sale, and a typewritten or printed notice of the time, place, and manner of the sale shall be posted at least ten days before the sale in the offices of the County Auditor and the Board of County Commissioners.
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF BELMONT COUNTY COMMISSIONERS OF BELMONT COUNTY, OHIO:
THAT, a 2015 Sunset Trail Camper, VIN 4V0TC3220FE016270, is hereby declared obsolete and not needed for County use and ordered to be sold by sealed bids.
Adopted this 14th day of July 2021.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS FOR SALE OF A 2015 SUNSET TRAIL CAMPER/JFS

Motion made by Mr. Echemann, seconded by Mr. Meyer to advertise for bids for the sale of a 2015 Sunset Trail Camper, based upon the recommendation of Jeff Felton, Job and Family Services Director and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

NOTICE TO BIDDERS

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioner’s Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **10:00 AM** (local time), **Wednesday, July 28, 2021** for the sale of a 2015 Sunset Trail camper. Bids will be publicly opened and read aloud at said time and place noted above. Copies of the bid packet and specifications on the camper may be obtained by contacting Jack Regis, Jr. at the Belmont County Department of Job and Family Services, 68145 Hammond Road, St. Clairsville OH 43950 or by calling (740)695-1075 ext. 1237. Appointments may be scheduled to view the camper through the same contact information.

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The winning bidder is responsible for payment and removal of the camper within ten (10) calendar days of notification of winning the bid. The winning bidder must also provide proof of vehicle insurance upon taking ownership. The full amount of the winning bid must be paid in certified funds made payable to the Belmont County Department of Job and Family Services. The Belmont County Board of Commissioners reserves the right to reject any and all bids.

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

Times Leader Advertisement: Two (2) Sundays, July 18, 2021 and July 25, 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 AGREEMENTS
FOR DEPOSIT OF PUBLIC FUNDS WITH UNITED BANK.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the *Memorandum of Agreements for Deposit of Public Funds* with United Bank, for the deposit of Active, Inactive, and Interim moneys not to exceed \$1,000,000.00, for the four-year period commencing July 1, 2021 and ending June 30, 2025.

MEMORANDUM OF AGREEMENTS
FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, United Bank a financial institution corporation under the laws
(full corporate name of financial institution)
of the State of Ohio, United States of America located and doing business within Belmont County, Ohio is hereinafter referred to as the “Financial Institution”, having capital funds as defined by Section 135.01 (C) of the Revised Code of _____ Dollars (\$ _____) and thirty percent (30%) total assets of _____ Dollars (\$ _____) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County Commissioners, that for the full term beginning July 1, 2021 and ending June 30, 2025, both inclusive, it will accept for deposit and safekeeping the maximum sum of _____ Dollars (\$ _____) or any part thereof of the active deposits of the Belmont County Commissioners, and it will accept for deposit and safekeeping the maximum sum of _____ Dollars (\$ _____) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Financial Institution has also, in the written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institutions by said Belmont County Commissioners, security of the kind specified in Section 135.18, and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period or periods of time as follows for the sum herein set forth:

	Dollars (\$ _____)
for the period beginning <u>July 1, 2021</u> and ending <u>June 30, 2025</u> as active deposits; and	Dollars (\$ _____)
for the period beginning <u>July 1, 2021</u> and ending <u>June 30, 2025</u> as active deposits; and	Dollars (\$ _____)
for the period beginning <u>July 1, 2021</u> and ending <u>June 30, 2025</u> as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals _____ Dollars (\$ _____), a total which does not exceed the limit set by Section 135.03 of the Revised Code, thirty percent of the total assets of the Financial Institution;	

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners and in consideration of the deposit and use, of said moneys of said Belmont County Commissioners said Financial Institution now hereby agrees to receive from said Belmont County Commissioners the sum of _____ Dollars (\$ _____) of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to the satisfaction of the legal adviser of Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or surety company bond or bonds in the sum required by Section 135.18, Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered:		Amount	\$1,186,082
a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:			
Itemize		Market Value	
		\$	
		\$	
b. Surety company bond or bonds in the sum required by Section 135.18; Revised Code			
Itemize		Market Value	
		\$	
		\$	

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Commissioners executed by such authorized person(s) and according to such procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Commissioners on the last business day of each month during any time that a part of the award is on deposit a statement showing the

~~balance~~ of such active, and inactive moneys in its possession, and Belmont County Commissioners in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2017 and ending June 30, 2021, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of the Financial Institution's proposal, and all within the limits and under and subject to the terms conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by the Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by the Financial Institution. It is further agreed that this contract shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers, this 14th day of JULY, 2021

<u>(Full Name of Financial Institution)</u>	
By _____	_____
Name	Title of Office Held
By _____	_____
Name	Title of Office Held
<u>Belmont County Commissioners</u>	
By <u>Jerry Echemann</u>	<u>Commissioner</u>
Name	Title of Office Held
By <u>Josh Meyer</u>	<u>Commissioner</u>
Name	Title of Office Held
By <u>J.P. Dutton</u>	<u>Commissioner</u>
Name	Title of Office Held

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AMENDMENT AND RATIFICATION OF PAID-UP OIL & GAS LEASE WITH ASCENT RESOURCES - UTICA, LLC

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Amendment and Ratification of Paid-Up Oil & Gas Lease, effective June 12, 2019, between the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC, in the amount of \$5,750 per net leasehold acre for an additional 1.394 net acres located in Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$8,015.50.

AMENDMENT AND RATIFICATION OF PAID-UP OIL AND GAS LEASE

THIS AMENDMENT AND RATIFICATION OF PAID-UP OIL & GAS LEASE (this “Amendment”), effective as of June 12, 2019 (the “Effective Date”), by and between **The Belmont County Board of Commissioners, by Jerry Echemann as President, Josh Meyer as Vice President, and J.P. Dutton 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 Josh Meyer as President, Jerry Echemann as Vice President, and J.P. Dutton as Commissioner, and Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company entered into that certain Paid Up Oil & Gas Lease dated June 12, 2019, and recorded in the lease book land records of Belmont County, Ohio, at Book 844, Page 701, as Instrument No. 201900006104 on June 20, 2019; and subject to that certain Partial Release of Oil & Gas Lease dated October 17, 2019, and recorded in the lease book land records of Belmont County, Ohio, at Book 871, Page 730, as Instrument No. 201900010660 on October 31, 2019 (the “Oil and Gas Lease”), covering the oil and gas interests in certain lands in the Townships of Colerain and Richland, 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. Legal Description
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. Defined Terms.
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: Jerry Echemann /s/
Name: Jerry Echemann, President

By: Josh Meyer /s/
Name: Josh Meyer, Vice President

By: J. P. Dutton /s/
Name: J.P. Dutton, Commissioner
Upon roll call the vote was as follows:

LESSEE:
ASCENT RESOURCES – UTICA, LLC
an Oklahoma Limited Liability Company
By: _____
Name: Kade R. Smith
Title: Attorney-in-Fact

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

IN THE MATTER OF APPROVING PROPOSAL FROM KALKREUTH ROOFING AND SHEET METAL/ ANNEX I

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the proposal from Kalkreuth Roofing and Sheet Metal in the amount of \$950.00 to furnish labor and materials for necessary repairs on the roof at the Annex I building (Old Western Court/Prosecutor building).
Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE PARTICIPATION IN ODOT COOPERATIVE PURCHASING PROGRAM

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

WHEREAS, Section 5513.01 (B) provides the opportunity for Counties to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.
NOW, THEREFORE, be it ordained by the Board of Belmont County Commissioners:
Section 1. That the Belmont County Engineer hereby request authority in the name of the Board of Belmont County Commissioners to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01 (B).
Section 2. That the Belmont County Engineer is hereby authorized to agree in the name of the Board of Belmont County Commissioners to be bound by all terms and conditions as the Director of Transportation prescribes.
Section 3. That the Belmont County Engineer is hereby authorized to agree in the name of the Board of Belmont County Commissioners to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the Belmont County Commissioners participates, for items it receives pursuant to the contract.
Section 4. That the Board of Belmont County Commissioners agrees to hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in a contract pursuant to Ohio Revised Code Section 5513.01 (B).
Adopted this 14th day of July 2021.
Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes

Mr. Dutton Yes

**IN THE MATTER OF AWARDING BID AND ENTERING INTO CONTRACT
WITH SHELLY & SANDS, INC. FOR ENGINEER’S PROJECT 20-7**

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid and enter into contract for the Belmont County Engineer’s Project 20-7 BEL-CR4-21.21/24.75 (Colerain Pike) Paving & Retaining Wall with Shelly & Sands, Inc. in the amount of \$779,691.00, based upon the recommendation of Terry Lively, County Engineer.

Note: Project is funded 74% OPWC, 26% Local share (\$100,000 donation from Equitrans, balance from MVGT funds)

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #20-7: BEL-CR4-21.21/24.75 PAVING & RETAINING WALL
O.P.W.C. PROJECT CONTROL NUMBERS CR03Y / CR04Y**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 14th day of July, 2021 between **SHELLY & SANDS, INC.**, P.O. Box 66, Rayland, OH 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 retaining wall and culvert at CR4-23.99 and placing 3.54 miles of asphalt concrete pavement on CR4 Colerain Pike Road and all related Work described by the Contract Documents.

All Work for BEL-CR4-21.21/24.75 PAVING & RETAINING WALL PROJECT shall be completed by OCTOBER 31, 2021.

Contractor and Subcontractor shall pay the prevailing rate of wages as required under Chapter 4115, Ohio Revised Code, and comply with all other bidder specifications.

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2019, and shall be under the direction of the County Engineer.

PROJECT #20-7: BEL-CR4-21.21/24.75 PAVING & RETAINING WALL

PROJECT #20-7 TOTAL =

\$779,691.00

COUNTY WILL CERTIFY 26% OF \$779,691.00

WHICH IS \$202,719.66.

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **SHELLY & SANDS, INC.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS
Jerry Echemann /s/
Josh Meyer /s/

SHELLY & SANDS, INC.
By: *Ritz Lantz /s/*
Rita Lantz, Assistant V.P.
Print/Type Signature

J. P. Dutton /s/
APPROVED AS TO FORM:
David K. Liberati /s/
PROSECUTING ATTORNEY

***BEL-CR4-21.21/24.75 PAVING & RETAINING
WALL***

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	CLEARING & GRUBBING	\$4,875.50	\$4,875.50
300 FT	GUARDRAIL REMOVED	\$5.00	\$1,500.00
113 CY	EXCAVATION	\$23.00	\$2,599.00
339 SY	SUBGRADE COMPACTION	\$5.50	\$1,864.50
200 FT	GUARDRAIL, TYPE MGS, AS PER PLAN	\$35.00	\$7,000.00
2 EACH	ANCHOR ASSEMBLY, MGS TYPE E	\$2,500.00	\$5,000.00
1 CY	CONCRETE MASONRY, AS PER PLAN	\$1,000.00	\$1,000.00
36 FT	42” CONDUIT, TYPE A, AS PER PLAN, 707.33	\$180.00	\$6,480.00
204 FT	FULL DEPTH PAVEMENT SAWING	\$5.00	\$1,020.00
250 SY	PAVEMENT PLANING, ASPHALT CONCRETE	\$15.00	\$3,750.00
28 CY	ASPHALT CONCRETE BASE, PG64-22	\$140.00	\$3,920.00
71 CY	AGGREGATE BASE	\$100.00	\$7,100.00
6,231 GAL	TACK COAT	\$2.00	\$12,462.00
1,806 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	\$139.00	\$251,034.00
1,154 CY	APSHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448), AS PER PLAN	\$139.00	\$160,406.00
1,000 EACH	EROSION CONTROL	\$1.00	\$1,000.00
7.08 MILE	EDGE LINE, 4” (644)	\$2,500.00	\$17,700.00
3.54 MILE	CENTER LINE (644)	\$6,000.00	\$21,240.00
LUMP SUM	STRUCTURE REMOVED, AS PER PLAN	\$23,500.00	\$23,500.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, AS PER PLAN	\$37,500.00	\$37,500.00
850 FT	STEEL PILES, MISC.: W16X67, FURNISHED	\$57.00	\$48,450.00
36 CY	CLASS QC1 CONCRETE, FOOTING, AS PER PLAN	\$400.00	\$14,400.00
LUMP SUM	CONCRETE, MISC.: CAST-IN-PLACE CONCRETE LAGGING, AS PER PLAN	\$3,500.00	\$3,500.00

160 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$185.00	\$29,600.00
137 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC, AS PER PLAN	\$100.00	\$13,700.00
459 FT	DRILLED SHAFTS, MISC.: D.S. 30" DIAMETER INTO & ABOVE BEDROCK, APP	\$115.00	\$52,785.00
157.5 FT	DRILLED SHAFTS, MISC.: PLUG PILE, 30" DIAMETER, UNREINFORCED	\$94.00	\$14,805.00
LUMP SUM	MAINTAINING TRAFFIC	\$14,000.00	\$14,000.00
LUMP SUM	CONSTRUCTION LAYOUT AND SURVEYING	\$2,500.00	\$2,500.00
LUMP SUM	MOBILIZATION	\$15,000.00	\$15,000.00
	<i>BEL-CR4-21.21/24.75 PAVING & RETAINING WALL TOTAL</i>		<i>\$779,691.00</i>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID AND ENTERING INTO CONTRACT WITH
ALAN STONE, INC. FOR ENGINEER’S PROJECT 21-5**

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid and enter into contract for the Belmont County Engineer’s Project 21-5 BEL-CR54-2.32/2.52 (Pipe Creek Road) Slide Repair with Alan Stone, Inc., in the amount of \$379,754.50, based upon the recommendation of Terry Lively, County Engineer.

Note: Project is funded 75% Federal, 12.5% State, 12.5% SB299

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER’S
PROJECT #21-5: BEL-CR54-2.32/2.52 (PW#394) SLIDE REPAIR**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 14th day of July, 2021 between **ALAN STONE CO., INC.**, 5519 Suite A, State Route 339, Vincent, OH 45784 and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **ALAN STONE CO., INC.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to repair two roadway slides and pavement damage areas along CR54 (Pipe Creek Road) and all related Work described by the Contract Documents.

All Work for BEL-CR54-2.32/2.52 (PW#394) SLIDE REPAIR shall be completed by OCTOBER 30, 2021.

Contractor and Subcontractor shall pay the prevailing rate of wages as required under Chapter 4115, Ohio Revised Code, and comply with all other bidder specifications.

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2019, and shall be under the direction of the County Engineer.

PROJECT #21-5: BEL-CR54-2.32/2.52 (PW#394) SLIDE REPAIR

PROJECT #21-5 TOTAL = \$379,754.50

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **ALAN STONE CO., INC.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/
Josh Meyer /s/

ALAN STONE CO., INC.
By: Claudia Staley /s/ Pres.
Claudia Staley, President
Print/Type Signature

J. P. Dutton /s/
APPROVED AS TO FORM

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

BEL-CR54-2.32/2.52 (PW#394) SLIDE REPAIR

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
75 FT	GUARDRAIL REMOVED FOR REUSE	\$3.50	\$262.50
134 CY	EXCAVATION	\$23.50	\$3,149.00
47 CY	EMBANKMENT	\$10.00	\$470.00
541 SY	SUBGRADE COMPACTION	\$3.00	\$1,623.00
38 CY	EXCAVATION OF SUBGRADE	\$20.50	\$779.00
19 CY	GRANULAR MATERIAL, TYPE B	\$92.00	\$1,748.00
19 CY	GRANULAR MATERIAL, TYPE E	\$56.00	\$1,064.00
2 HOUR	PROOF ROLLING	\$280.00	\$560.00
300 FT	GUARDRAIL, TYPE MGS, AS PER PLAN	\$33.50	\$10,050.00
75 FT	GUARDRAIL REBUILT, TYPE MGS, AS PER PLAN	\$22.50	\$1,687.50
2 EACH	ANCHOR ASSEMBLY, MGS TYPE E	\$3,500.00	\$7,000.00
2,000 EACH	EROSION CONTROL	\$1.00	\$2,000.00
327 FT	FULL DEPTH PAVEMENT SAWING	\$3.50	\$1,144.50
41 CY	ASPHALT CONCRETE BASE, PG64-22 (301)	\$344.00	\$14,104.00
122 CY	AGGREGATE BASE	\$90.50	\$11,041.00
54 GAL	TACK COAT (407)	\$6.50	\$351.00
27 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22 (448)	\$426.00	\$11,502.00

0.12 MILE	EDGE LINE, 4" (642)	\$6,300.00	\$756.00
0.07 MILE	CENTER LINE (642)	\$11,000.00	\$770.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$2,000.00	\$2,000.00
690 FT	STEEL PILES, MISC.: HP12X53, FURNISHED	\$49.50	\$34,155.00
16 CY	CLASS QC1 CONCRETE, FOOTING, APP	\$394.00	\$6,304.00
66 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$161.00	\$10,626.00
47 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	\$113.00	\$5,311.00
529 FT	DRILLED SHAFTS, MISC.: D.S. 30" DIAMETER INTO & ABOVE BEDROCK, APP	\$68.00	\$35,972.00
352 FT	DRILLED SHAFTS, MISC.: PLUG PILE, 30" DIAMETER, UNREINFORCED	\$64.50	\$22,704.00
LUMP SUM	REMOVAL MISC.: PIPE PILING REMOVAL	\$4,800.00	\$4,800.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$5,100.00	\$5,100.00
775 FT	STEEL PILES, MISC.: HP14X73, FURNISHED	\$64.00	\$49,600.00
22 CY	CLASS QC1 CONCRETE, FOOTING, APP	\$343.00	\$7,546.00
150 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$160.00	\$24,000.00
123 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	\$166.00	\$20,418.00
434 FT	DRILLED SHAFTS, MISC.: D.S. 30" DIAMETER INTO & ABOVE BEDROCK, APP	\$85.50	\$37,107.00
150 FT	DRILLED SHAFTS, MISC.: PLUG PILE, 30" DIAMETER, UNREINFORCED	\$103.00	\$15,450.00
LUMP SUM	MAINTAINING TRAFFIC	\$9,600.00	\$9,600.00
LUMP SUM	MOBILIZATION	\$19,000.00	\$19,000.00
	BEL-CR54-2.32/2.52 (PW#394) SLIDE REPAIR TOTAL		\$379,754.50

Upon roll call the vote was as follows:

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

Discussion-County Engineer Terry Lively explained the ODOT purchasing program. He said he normally purchases equipment through state purchasing and they can also make purchases through the ODOT program. This will save approximately \$10,000.

Mr. Lively said Project 20-7 (Colerain Pike) is for paving 3 ½ miles and putting in a retaining wall. The project should start soon. Project 21-5 (Pipe Creek Road) is for repairing two minor slides. Both of these projects are from 2018.

OPEN PUBLIC FORUM-Frank Papini, St. Clairsville, asked if Belmont County received their federal relief money and what the uses are. Mr. Echemann said they have received about one-half which is a little over \$6 million. He added the county has several years before the money has to be used. One of the goals, right now, is to take a fair amount of the money and invest it for a return. Mr. Echemann said they have had some preliminary discussions, but haven’t identified anything specific on what will be done with the funds. Mr. Dutton said investing the funds is allowed to be done as part of the recovery act. “We are taking a portion of that, thinking for the next year or eighteen months to look at things that may possibly do with the funds, potentially a water and sewer project. It may take several months to get to the point where they are actually dispersing those funds so rather than those funds just sitting in an account waiting for the project to happen, we can get a little investment and get extra dollars coming in. The proceeds are allowed to be used in the same manner,” said Mr. Dutton. Mr. Echemann noted the second half of the funds will come in next year.

Doug Giffin, Martins Ferry, asked the Board of Commissioners what makes them happy about what has happened in the last couple of years. Mr. Echemann said the Justice Center building project since you can really see the results and it is such a nice facility. Mr. Meyer said last year was a very difficult year. He said he is very thankful at the end of the day to work with the colleagues he has to work with, they work hard and they work well together. Mr. Meyer said regarding the budget to go through what they went through last year and come out of it doing good was contributed to the hard work they put in over the last few years. There was a potential that there could have been a crisis, but they went through it unscathed. He said he is also happy to see people again at the meetings. Mr. Dutton said what he likes about his job is at this level you can see more accomplishments than you can at the federal or state level. He said he is proud of the finances and infrastructure changing with water and sewer projects and the project on Otto Scales Road moving forward. Mr. Dutton said they work as a team and get things accomplished and feel they made a difference.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:51 A.M.

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 employment and compensation of public employees.

Upon roll call the vote was as follows:

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

Dwayne Pielech, SSOBC Executive Director, was present for a portion of executive session.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:58 P.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 12:58 p.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.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:59 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 12:59 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 21st day of July, 2021.

Jerry Echemann /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

We, Jerry Echemann 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.

Jerry Echemann /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK