

St. Clairsville, Ohio

April 24, 2024

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

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

IN THE TOTAL AMOUNT OF \$881,248.80

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0051-A001-A10.000 Prof. Services	\$100,000.00
E-0131-A006-A02.002 Salary-Admin	E-0131-A006-A10.000 Transport Inmates	\$10,000.00

W81 D.R.E.T.A.C. PROSECUTORS

FROM	TO	AMOUNT
E-1510-W081-P07.006 Hospitalization	E-1510-W081-P04.000 Other Expenses	\$100.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

L01 SOIL CONSERVATION AND L05 WATERSHED COORDINATOR/BSWCD

FROM	TO	AMOUNT
E-1810-L001-L11.003 OPERS	R-1815-L005-L05.574 Transfers In	\$10,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Dutton to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the April 24, 2024 date:

A00 GENERAL FUND

E-0181-A003-A06.011	Contract Services	\$42,068.00
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E09 NEXT GENERATION 9-1-1 FUND

E-2209-E009-E01.011	Contract Services	\$16,216.82
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E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,392.17
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L01 SOIL CONSERVATION/BSWCD

E-1810-L001-L03.012	Equipment	\$14,032.00
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L05 WATERSHED COORDINATOR/BSWCD

E-1815-L005-L11.003	OPERS	\$2,000.00
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E-1815-L005-L15.006	Hospitalization	\$8,000.00
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N42 OPWC/ENGINEER

E-9042-N042-N01.055	Construction Payments	\$225,208.00
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$60.00
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Dutton to execute payment of Then and Now Certification dated April 24, 2024, 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. Dutton	Yes
Mr. Meyer	Absent

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Echemann, seconded by Mr. Dutton granting permission for county employees to travel as follows: COMMISSIONERS-J. P. Dutton to Cadiz, OH, on May 6, 2024, to attend the Southeast District meeting.

April 24, 2024

DJFS-Annika Burga to Springfield, MO, on April 30-May 1, 2024, to visit a youth in a residential facility. Estimated expenses: \$795.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 17, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING BROOKE GRIMES AS FULL-TIME ASSISTANT DOG WARDEN

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the hire of Brooke Grimes as full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective April 25, 2024.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTING MR. JOHN P. GOSSETT, BELMONT COUNTY ADULT PROBATION OFFICER, TO THE EASTERN OHIO CORRECTIONAL CENTER'S FACILITY GOVERNING BOARD

Motion made by Mr. Echemann, seconded by Mr. Dutton to appoint Mr. John P. Gossett, Belmont County Adult Probation Officer, to the Eastern Ohio Correctional Center's Facility Governing Board, effective immediately through September 2, 2027, based upon the recommendation of Phillip Nunes, Executive Director of the Eastern Ohio Correction Center and Belmont County Common Pleas Court Judge John Vavra, pursuant to O.R.C. Sec. 2301.51.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE AMENDED RESOLUTION TO RENEW WITH THE COUNTY EMPLOYEE BENEFITS CONSORTIUM OF OHIO (CEBCO)-ANTHEM BLUE CROSS BLUE SHIELD FOR BELMONT COUNTY EMPLOYEES

Motion made by Mr. Echemann, seconded by Mr. Dutton to adopt the amended resolution to renew with the County Employee Benefits Consortium of Ohio (CEBCO) - Anthem Blue Cross Blue Shield for Belmont County Employees, effective January 1, 2024 to December 31, 2024.

Note: The amounts listed in the resolution passed September 27, 2023 were incorrect.

**Belmont County Employees
Employee Benefits- Renewal Resolution
April 24, 2024**

Motion made by Commissioner Echemann, seconded by Commissioner Dutton to adopt the following resolution:

Be it resolved, that the Belmont County Commission has made the following decisions pertaining to the 01/01/2024 insurance renewals of their employee benefits package:

1)The Belmont County Commission has decided to renew as is with a 12.7% increase in rates with CEBCO- Anthem BCBS as the health and prescription insurance carrier for Belmont County Employees effective January 1, 2024- December 31, 2024. The HDHP plan option will be indexed to align with 2024 IRS requirements to remain H.S.A. qualified to \$3,200/\$6,400.

The premiums will be as follows:

PPO Plan "A": Single \$853.32 | Family \$2,249.34
HDHP Plan "B": Single: \$770.90 | Family \$2,025.36

2)The Belmont County Commission has decided to increase the Health Savings Account contribution to remain the difference between the PPO and HDHP premium charged to the county.

The H.S.A. contributions will be as follows:

Single \$70.89| Family \$192.62

3)The Belmont County Commission has decided to renew the dental with Delta Dental.

Additionally, the Belmont County Board of Development Disabilities will be joining the Delta Dental Plan and charged back for their portion of premiums. The premiums will be as follows:

Single \$19.00 | Family \$51.86

4) The Belmont County Commission has decided to renew the vision with VSP. The premiums will be as follows:

Single \$7.59 | Family \$14.76

Signed by the Commissioners on
Jerry Echemann , President
Josh Meyer, Vice President
J. P. Dutton

April 24, 2024
Jerry Echemann /s/

Absent

J. P. Dutton /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND HARMONY HOUSE, FOR STATE FISCAL YEAR 2025

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and sign the agreement between the Belmont County Department of Job & Family Services and Harmony House, for State Fiscal Year 2025, in the amount of \$50,000.00, for the provision of a Children's Advocacy Center.

**Belmont County Department of Job and Family Services
Children Services Division
Agreement with Harmony House SFY 2025**

April 24, 2024

The Belmont County Department of Job and Family Services supports the operation of Harmony House, a children’s advocacy center, with offices at 66850 Pogue Road, St. Clairsville, Ohio 43950 and 905 National Road, 3rd Floor, Wheeling, West Virginia, 26003. The Belmont County Department of Job and Family Services agrees to provide \$50,000 for State Fiscal Year 2025 (July 1, 2024 to June 30, 2025) to support the care, protection, and placement of abused, neglected, and dependent children. These funds are intended to underwrite part of the costs associated with the child advocacy services and operations of Harmony House. These costs include those associated with the day-to-day expenses of operating Harmony House for the specialized care of abused children.

Steven Corder /s/ _____ Date 4/18/2024
Steven Corder, MD, President
Board of Directors

Jeffery Felton /s/ _____ Date 4/17/2024
Jeffery L. Felton, Director
Belmont County Job and Family Services

Rita M. Coyne /s/ _____ Date 4/17/2024
Rita M. Coyne, Executive Director
Harmony House

Jerry Echemann /s/ _____ Date 4-24-24
Jerry Echemann, President
Belmont County Board of Commissioners

Josh Meyer, Commissioner
Belmont County Board of Commissioners

J. P. Dutton /s/ _____ Date 4/24/24
J. P. Dutton, Commissioner
Belmont County Board of Commissioners

Approved as to form:

Jacob Manning /s/ _____ Date 4/17/2024
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ADDENDUM TO THE 2023 AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY AND THE SHERIFF OF BELMONT COUNTY, OHIO

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the addendum to the 2023 agreement between the Board of Trustees of the Jefferson Belmont Regional Solid Waste Authority (JBRSWA) and the Sheriff of Belmont County, Ohio, for the purpose of providing environmental policing services for JBRSWA, extending the termination date to January 17, 2024.

Note: The 2023 agreement terminated on December 31, 2023, the 2024 agreement was not approved until mid-January 2024.

**ADDENDUM TO
JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY
2023 AGREEMENT WITH
BELMONT COUNTY SHERIFF’S OFFICE**

This Addendum executed on the dated indicated below, modifies that certain Agreement between the Board of Trustees of the Jefferson Belmont Regional Solid Waste Authority and the Sheriff of Belmont County, Ohio.

Whereas, in the Agreement, the parties agreed that the contract year would terminate on December 31, 2023, and

Whereas, the parties were unable to enter into a new agreement to begin the 2024 contract year until January 17, 2024, and

Whereas, the Sheriff did continue to provide services pursuant to the Agreement to JBRSWA between January 1, 2024 and January 17, 2024.

Now, Therefore, in consideration of the mutual promises below, the parties agree to amend the Agreement as follows:

1. The contract year shall be amended to terminate on January 17, 2024.

JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY

By: John S. Fabian /s/ _____

J. Scott Fabian, Chairman

Date: April 8, 2024

By: Anita Petrella /s/ Exec. Director _____

Anita Petrella, Executive Director

Date: 4-8-2024

BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY

Jerry Echemann /s/ _____

J. P. Dutton /s/ _____

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FROM ALAN STONE CO., INC. FOR ENGINEER’S PROJECT 23-17 BEL-CR42-1.41/1.47 SLIDE REPAIR

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve Change Order No. 1 from Alan Stone Co., Inc. for the Belmont County Engineer’s Project 23-17 BEL-CR42-1.41/1.47 Slide Repair (Fulton Hill Road) in the amount of \$66,593.25, for a new contract total of \$502,849.25.

**CHANGE ORDER NO. 1
SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER’S
PROJECT #23-17: BEL-CR42-1.41/1.47 SLIDE REPAIR**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 24th day of April, 2024 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 embankment failures and pavement damage areas on CR42 (Fulton Hill Road) all related Work described by the Contract Documents.

**CHANGE ORDER
* ADDITIONAL QUANTITIES ***

ROAD NO.	APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
CR42	1,100 SY	PAVEMENT REMOVED, ASPHALT	\$10.00	+ \$11,000.00
CR42	150 CY	EXCAVATION	\$20.00	+ \$3,000.00
CR42	1,202 SY	SUBGRADE COMPACTION	\$3.00	+ \$3,606.00
CR42	100 FT	GUARDRAIL REMOVED	\$5.00	+ \$500.00
CR42	100 FT	GUARDRAIL, TYPE MGS, AS PER PLAN	\$34.00	+ \$3,400.00
CR42	143 CY	ASPHALT CONCRETE BASE, PG64-22, (449)	\$296.00	+ \$42,328.00
CR42	200 CY	AGGREGATE BASE, AS PER PLAN	\$60.00	+ \$12,000.00
CR42	62 GAL	TACK COAT (407)	\$4.00	+ \$248.00
CR42	47 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	\$560.00	+ \$26,320.00
CR42	0.21 MILE	EDGE LINE, 4", (642)	\$6,275.00	+ \$1,317.75
CR42	0.11 MILE	CENTER LINE, (642)	\$12,750.00	+ \$1,402.50
		TOTAL ADDITIONS		+ \$105,122.25

*** NON-PREFORMED QUANTITIES ***

ROAD NO.	APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
CR42	300 SY	PAVEMENT REMOVED, ASPHALT	\$10.00	- \$3,000.00
CR42	63 CY	EXCAVATION	\$20.00	- \$1,260.00
CR42	328 SY	SUBGRADE COMPACTION	\$3.00	- \$984.00
CR42	82 CY	AGGREGATE BASE, AS PER PLAN	\$60.00	- \$4,920.00
CR42	55 GAL	TACK COAT (407)	\$4.00	- \$220.00
CR42	27 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	\$560.00	- \$15,120.00
CR42	0.12 MILE	EDGE LINE, 4" (642)	\$6,275.00	- \$753.00
CR42	0.06 MILE	CENTER LINE (642)	\$12,750.00	- \$765.00
CR42	311 SY	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS B, AS PER PLAN	\$37.00	- \$11,507.00
		TOTAL DEDUCTIONS		- \$38,529.00

TOTAL AMOUNT OF CHANGE ORDER	+ \$66,593.25
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Reason for contract – Full width road repair due to damages during construction.

SUMMARY

ORIGINAL CONTRACT	\$436,256.00
ADDITIONS - CHANGE ORDER NO. 1	+ \$105,122.25
DEDUCTIONS - CHANGE ORDER NO. 1	- \$38,529.00
NET CHANGE	+ \$66,593.25
TOTAL WORK PERFORMED	\$502,849.25
TOTAL AMOUNT OF SUPPLEMENTAL CONTRACT PERFORMED	\$66,593.25

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/

J. P. Dutton /s/

ALAN STONE CO., INC.

By: *Blake Staley /s/*

Blake Staley

Print/Type Signature
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. Dutton	Yes
Mr. Meyer	Absent

**IN THE MATTER OF ADOPTING THE BELMONT COUNTY
PROCUREMENT POLICY FOR FEDERAL FUNDS**

Motion made by Mr. Echemann, seconded by Mr. Dutton to adopt the Belmont County Procurement Policy for Federal Funds.

The County of Belmont, State of Ohio
Procurement Policy for Federal Funds
As passed on April 24, 2024 by the Belmont County Commissioners

The Procurement Policy for Federal Funds received by the County of Belmont, State of Ohio (hereinafter referred to as the “non-Federal entity”) will follow the federal code of regulations, 2 CFR § 200.317 through 200.236, and is as follows:

§ 200.317

Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with § 200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section § 200.236 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

§ 200.318

General procurements standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity as a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct, covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity’s procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.212 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and (ii) Direct labor hours charged at reflect hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time and materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protest, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

§ 200.319

Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic locations may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a

statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§ 200.320

Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

- (a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§ 200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.
- (b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
- (c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.
 - (1) In order for sealed bidding to be feasible, the following conditions should be present: (i) A complete, adequate, and realistic specification or purchase description is available; (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - (2) If sealed bids are used, the following requirements apply: (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised; (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond; (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly; (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and (v) Any or all bids may be rejected if there is a sound documented reason.
- (d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
 - (1) Requests for proposals must be publicized and identify all evaluation factors and their relative Importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - (2) Proposals must be solicited from an adequate number of qualified sources;
 - (3) The non-Federal entity must have a written method for conducting technical evaluations of the Proposals received and for selecting recipients;
 - (4) Contracts must be awarded to the responsible firm whose proposals is most advantageous to the program, with price and other factors considered; and
 - (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- (e) [Reserved]
- (f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - (1) The item is available only from a single source;
 - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (3) The Federal awarding agency or pass-through entity expressly authorized noncompetitive proposals in response to a written request from the non-Federal entity; or
 - (4) After solicitation of a number of sources, competition is determined inadequate.

[78FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§ 200.321

Contracting with small and minority businesses, women's business enterprises and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§ 200.322

Procurement of recovered materials.

A non-Federal entity that is state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§ 200.323

Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor’s investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E-Cost Principles of this part. The non-Federal entity may reference its own principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.324

Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or passthrough entity, technical specifications on proposed procurements where the Federal awarding agency or passthrough entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or passthrough entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (1) The non-Federal entity’s procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
 - (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
 - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency’s right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations. Or standards as being in compliance with these requirements and have its system available for review.

§ 200.325

Bonding requirements.

- For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or passthrough entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
 - (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.326

Contract provisions.

The non-Federal entity’s contracts must contain the applicable provisions described in Appendix II to Part 200-Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Motion made by Commissioner Echemann seconded by Commissioner Dutton to adopt the foregoing resolution which upon roll the vote was as follows:

Commissioner Jerry Echemann	<u>Yes</u>
Commissioner J. P. Dutton	<u>Yes</u>
Commissioner Josh Meyer	<u>Absent</u>

Passed: April 24, 2024

Signed: **Belmont County Commissioners**

Jerry Echemann /s/
Jerry Echemann President

Josh Meyer, Vice-President
J. P. Dutton /s/
J. P. Dutton

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL FROM ALLIED INFOTECH CORPORATION/RECORDS CENTER

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve proposal from Allied Infotech Corporation, in the discounted service rate of \$254.00, for preventative cleaning maintenance on the microfilm scanner at the Belmont County Records Center.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM (EMPG) AGREEMENT FY 2022

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Jerry Echemann to sign the First Amendment to the Emergency Management Performance Grant Program (EMPG) Agreement FY 2022, for an additional \$13,261.00 for a new total of \$89,895.00 and extending the grant award period to March 31, 2024, on behalf of the Belmont County Emergency Management Agency.

FIRST AMENDMENT TO FY2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) SUPPLEMENTAL GRANT AGREEMENT

This First Amendment to the Notice of Award and Grant Agreement (hereinafter referred to as "Agreement") is entered into on last date signed below, by and between the Ohio Department of Public Safety, Emergency Management Agency (hereinafter referred to as "Sub-Grantor:") and Belmont County Emergency Management Agency (hereinafter referred to as "Recipient") for the FY2022 Emergency Management Performance Grant (EMPG) Supplemental grant award.

WHEREAS, Sub-Grantor and Recipient entered into an Agreement, Agreement Number 71782, Federal Pass-Thru number EMC-2022-EP-00006, and

WHEREAS, the Recipient demonstrates the need for additional time to complete projects and/or reimbursement for this grant;

NOW, THEREFORE, in consideration of the foregoing, Sub-Grantor and Recipient hereby agree as follows:

1. The Recipient's grant award period of performance will be extended to **March 31, 2024** and the award amount of **\$76,634.00** will be **increased by \$13,261.00** for a total award of **\$89,895.00** under the following conditions:
 - a) The Recipient's program activities must be completed and all cash requests must be submitted to the Sub-Grantor before the end of the performance period;
 - b) If the Recipient becomes aware that the full remaining amount of the award will not be utilized, the Recipient shall submit a letter of de-obligation in a timely manner to the Sub-Grantor.

Except as amended, modified or deleted herein, all other terms and conditions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Sub-Grantor and Recipient have executed this First Amendment to the FY2022 Emergency Management Performance Grant (EMPG), as of the date signed below.

Sima S. Merick, Executive Director
Ohio Emergency Management Agency
State Administering Agency

Date: 4/18/24

Jerry Echemann, Commissioner
Belmont County EMA
Recipient

Date: 4-24-24

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH GULFPORT APPALACHIA LLC/ENGINEER'S

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter into a **Roadway Use Maintenance Agreement** with Gulfport Appalachia, LLC, effective April 24, 2024, for water transfer activity at 3.25 miles of CR92 (Federal Street) at the Westhawk Transfer.
Note: Bond No. SBP150147-012 in the amount of \$435,000.00 on file.

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 Gulfport Appalachia, LLC, whose address is 713 Market Drive, Oklahoma City, Oklahoma 73114 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Wayne 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 Westhawk Water Transfer including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Westhawk Water Transfer (hereafter collectively referred to as "water transfer activity") located in Somerset Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 3.25 miles of CR 92, Federal Street for the purpose of ingress to and egress from the Westhawk Water Transfer for traffic necessary for the purpose of constructing temporary waterlines and pumping water at the Westhawk Transfer (hereinafter referred to collectively as "Water Transfer 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 Water Transfer 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-Water Transfer Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Water Transfer 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 Water Transfer Activity, prior to the start of Water Transfer 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 92, Federal Street, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of OH 148 and going west for 3.25 mile to the intersection with OH 26. ~~It is understood and agreed that the Operator shall not utilize any of the remainder of CR for any of its Water Transfer Activities hereunder.~~
2. The portion of CR _____, to be utilized by Operator hereunder, is that exclusive portion beginning at _____ _____. It is understood and agreed that the Operator shall not utilize any of the remainder of CR _____ for any of its Water Transfer Activities hereunder.
3. 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 Water Transfer 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 Water Transfer 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.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Water Transfer 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.
5. 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.
6. Unless excepted for the reasons provided below, prior to the Water Transfer 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 \$435,000 & 00/100 DOLLARS (\$200,000 for 1.1 miles and \$100,000 for 2.25 miles). 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 water transfer 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

14. 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.

15. Agreement shall be governed by the laws of the State of Ohio.

16. This Agreement shall be in effect on APRIL 24, 2024.

Executed in duplicate on the dates set forth below.

Authority

Operator

By: Jerry Echemann
Commissioner

By: [Signature]

By: [Signature]
Commissioner

Printed name: William Smith

By: _____
Commissioner

Company Name: Gulfport Appalachia, LLC

By: Terry Lively
Terry Lively, County Engineer

Title: VP of Drilling

Dated: 4-24-24

Dated: 3-6-24

Approved as to Form:

[Signature] Assistant Prosecuting Attorney
County Prosecutor

Upon roll call the vote was as follows:

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

Dave Ivan, Belmont County Emergency Management Agency Director

RE: Update

Mr. Ivan said preliminary damage assessment forms were sent to townships and municipalities in Belmont County to access the extent of damages due to the flooding earlier in the month. The amount of total damages in Belmont County are estimated to be \$15,700,000. Mr. Ivan noted before FEMA steps in to help the damages state-wide has to be over \$21 million. FEMA is scheduled to come to Belmont County on May 1-2, 2024, to review the information. Mr. Ivan said if funds are awarded it will be at 75% state funding with a 25% local match. There is a possibility the state could cover 12.5% of the county's portion. Mr. Ivan said the weather stations recently purchased help out a lot. If signed up for the 911 Code Red system residents will get notifications on what is happening in their area.

RECESS

10:00 Agenda Item: Bid Opening-Engineer's Project 24-2 2024 Chip Seal Program

April 24, 2024

Mr. Boltz said nine townships are participating in the program this year.

IN THE MATTER OF BID OPENING FOR ENGINEER'S PROJECT 24-2 2024 CHIP SEAL PROGRAM

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 24-2 2024 Chip Seal Program, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
SC Construction & Materials, LLC 800 Nathan Denton Road Seaman, OH 45679	X	\$1,275,235.45
Youngblood Paving, Inc. 2516 State Route 18 Wampum, PA 16157	X	\$1,187,650.78
Russell Standard Corp. 639 B State Route 821 Marietta, OH 45750	X	\$1,447,208.00

Engineers Estimate: \$1,282,264.00

Present: Belmont County Assistant Engineer Dan Boltz, Tim Mohney, Youngblood Paving and Scott Helmick, Russell Standard.

Motion made by Mr. Echemann, seconded by Mr. Dutton to turn over all bids received for the Belmont County Engineer's **Project 24-2 2024 Chip Seal Program** to Belmont County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:19 A.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton 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. Dutton	Yes
Mr. Meyer	Absent

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:50A.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton to exit executive session at 11:50 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are no motions to be considered.

April 24, 2024

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:50 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Dutton to adjourn the meeting at 11:50 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 1st day of May, 2024.

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