

July 6, 2017

St. Clairsville, Ohio

July 6, 2017

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, J. P. Dutton and Josh Meyer, Commissioners and Jayne Long, 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. Thomas, 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 his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,067,537.91

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

S77 COMMUNITY-BASED CORRECTIONS ACT GRANT FUND

FROM	TO	AMOUNT
E-1520-S077-S02.005 Medicare	E-1520-S077-S01.002 Salaries	\$167.64
E-1520-S077-S02.005 Medicare	E-1520-S077-S01.002 Salaries	\$313.00
E-1520-S077-S03.003 PERS	E-1520-S077-S01.002 Salaries	\$ 0.26
E-1520-S077-S05.004 Workers Comp	E-1520-S077-S01.002 Salaries	\$297.66

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

GENERAL FUND AND THE B00 DOG & KENNEL FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9029-N029-N04.574 Transfers In	\$50,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following dates:

****JANUARY 3, 2017****

S70 BELMONT CO SENIOR PROGRAMS-LEVY FUND

E-5005-S070-S12.000	Capital Outlay	\$3,000.00
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****JULY 6, 2017****

A00 GENERAL FUND

E-0054-A006-F11.012	Equipment	\$30,000.00
E-0057-A006-F05.003	PERS	\$ 1,000.00
E-0057-A006-F06.011	Veterinary Services	\$ 6,881.04
E-0131-A006-A18.000	Radios	\$ 67.62
E-0170-A006-G05.011	Contract-Services	\$ 4.10
E-0181-A003-A06.011	Contracts-Services	\$73,138.46
E-0257-A015-A15.074	Transfers Out (Rover Pymt)	\$50,000.00
E-0257-A015-A15.074	Transfers Out (Oil/Gas Rec)	\$43,173.76

H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H14.000	Belmont Co	\$1,500.00
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N29 CAPITAL PROJECTS-FACILITIES FUND

E-9029-N029-N14.055	Rover Pipeline-Comm. Historic Pres. Fund	\$50,000.00
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OAKVIEW JUVENILE-VARIOUS FUNDS

E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$15.00
E-8012-S032-S00.000	Activity Fund	\$200.50

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to request the Belmont Co. Budget Commission certify the following monies.

July 6, 2017

GENERAL FUND/UNSPECIFIED DONATIONS-ANIMAL SHELTER-\$7,881.04 deposited into R-0057-A006-A01.500 from 4/1/17 – 6/30/17. *Acknowledged by the Board of Commissioners on 7/6/17.*

OIL & GAS RECEIPTS/GENERAL FUND-\$73,173.76 in Oil & Gas receipts deposited into R-0050-A000-A02.500 on corresponding dates shown below:

5/1/17 \$3,761.09
5/2/17 \$399.78
5/8/17 \$330.64
5/15/17 \$656.90
6/5/17 \$3,224.27
6/6/17 \$76.16
6/19/17 \$478.20
6/20/17 \$31,532.00
6/21/17 \$480.00
6/27/17 \$30,000.00
6/30/17 \$2,234.72

ROVER PIPELINE/COMMUNITY HISTORIC PRESERVATION FUND-\$50,000.00 deposited into R-0050-A000-A42.500 on 6/30/17.
ROVER PIPELINE MITIGATION PAYMENT-\$50,000.00 transferred from the General Fund to the N29 Fund on 7/6/17.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated July 6, 2017 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. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Dutton granting permission for county employees to travel as follows:
SENIORS-Donna Steadman to Moundsville, WV, on July 6, 2017, for a senior outing to Bob's Lunch and Walmart. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 28, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

Commissioner Thomas made the following announcement:

The Mental Health and Recovery Board is seeking applications to fill two positions on that Board. Interested parties should contact Jayn Devney at the Mental Health and Recovery Board's office to request an application at [740-695-9998](tel:740-695-9998).

**IN THE MATTER OF ADOPTING A RESOLUTION DECLARING THAT THE UNLAWFUL DISTRIBUTION OF
PRESCRIPTION PAIN PILLS HAS CREATED A PUBLIC NUISANCE IN BELMONT COUNTY AND HAS CAUSED HARM TO
THE RESIDENTS OF BELMONT COUNTY**

**BELMONT COUNTY BOARD OF COMMISSIONERS
BELMONT COUNTY, OHIO**

July 6, 2017

A RESOLUTION: DECLARING THAT THE UNLAWFUL DISTRIBUTION OF PRESCRIPTION PAIN PILLS HAS CREATED A PUBLIC NUISANCE IN BELMONT COUNTY AND HAS CAUSED HARM TO THE RESIDENTS OF BELMONT COUNTY.

It was moved by Mr. Thomas and seconded by Mr. Meyer that the following resolution be adopted:

WHEREAS, the Board of County Commissioners is the policy-determine body of the County and may act in any matter not specifically prohibited by general law;

WHEREAS, the Board of County Commissioners may sue and be sued in any court;

WHEREAS, the Board of County Commissioners has the authority to take action to protect the public welfare of the citizens of Belmont County;

WHEREAS, there exists a serious public health and safety crisis in Belmont County involving opioid abuse, addiction, morbidity, and mortality;

WHEREAS, the Controlled Substances Act ("CSA") and its implementing regulations create restrictions on the distribution of controlled substances. See 21 U.S.C. §§ 801-971 (2006); 21 C.F.R. §§ 1300-1321 (2009). The CSA authorizes the DEA to establish a registration program for manufacturers, distributors, and dispensers of controlled substances designed to prevent the diversion of legally produced controlled substances into the illicit market. H.R. Rep. No. 91-1444, 1970 U.S.C.C.A.N. 4566, 4572 (Sept. 10, 1970); see 21 U.S.C. § 801(2); 21 U.S.C. §§ 821-824, 827, 880. Any entity that seeks to become involved in the production or chain of distribution of controlled substances must first register with the DEA. 21 U.S.C. § 822; 21 C.F.R. § 1301.11.

WHEREAS, wholesale distributors of Schedule II drugs—controlled substances with a "high potential for abuse," 21 U.S.C. §§ 812(b), 812(2)(A)-(C)—must maintain "effective control against diversion of particular controlled substances into other than legitimate medical, scientific, and industrial channels," id. § 823(b)(1). In addition, distributors that supply controlled substances to pharmacies must "design and operate a system to disclose to the [distributor] suspicious orders of controlled substances" and, in turn, disclose those suspicious orders to the DEA. 21 C.F.R. § 1301.74(b). "Suspicious orders include orders of unusual size, orders deviating substantially from a normal pattern, and orders of unusual frequency."

WHEREAS, recent media sources have documented the role of wholesale distributors in contributing to this public health and safety crisis by refusing to abide by federal regulations specifically designed to prevent the diversion of prescription opiates into the illicit market;

July 6, 2017

WHEREAS, Paul T. Farrell, Jr., a West Virginia attorney licensed to practice law in Ohio, has designed a plan and assembled national consortium of elite trial counsel to investigate, pursue civil litigation and hold responsible the wholesale distributors who repeatedly violated federal law and dumped millions of prescription opiates into communities across the country;

WHEREAS, the Board of County Commissioners has the authority to abate, or cause to be abated, any public nuisance including those acts that significantly interfere with public health, safety, and peace;

WHEREAS, the retention of special counsel is necessary and desirable given the expertise required to prosecute this complex case against the wholesale distributors. The citizens of Belmont County will benefit from the retention of special counsel on a contingent fee basis. There is no fee if there is no recovery. There is no reimbursement of litigation expenses if there is no recovery. Such counsel shall not exercise any administrative discretion in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the state or any political subdivision, or execution of public trusts. The Belmont County Commissioners shall retain the authority to decide the disposition of the case and maintain absolute control of the litigation and seek approval of the Court of Common Pleas to retain special counsel pursuant to ORC 305.14.

THEREFORE BE IT RESOLVED that the Belmont County Commissioners hereby declare that opiate abuse, addition, morbidity and mortality is a serious public health and safety crisis in Belmont County, Ohio, and is a public nuisance;

FURTHERMORE, the Belmont County Commissioners hereby retain the law firm of GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP, with Paul T. Farrell, Jr., Esq. to serve as lead counsel, on a contingent fee basis, to investigate and hold accountable the wholesale distributors in the chain of distribution of prescription opiates who caused this public nuisance and abate the same by seeking all civil remedies which may be afforded under law. Any such civil action shall be filed in federal court and LANCIONE & LANCIONE, LLC shall serve as local counsel.

As to such action each member voted as follows:

Mark Thomas, President Yes J. P. Dutton, Vice President Yes

Josh Meyer, Commissioner Yes

CERTIFICATION

I, Jayne Long, the duly appointed and acting Clerk of the Board of Belmont County Commissioners of Belmont County, Ohio, do hereby certify the above to be true and correct copy of a resolution adopted by the Belmont County Board of Commissioners on July 6, 2017, Journal 99.

Jayne Long /s/

Jayne Long, Clerk

IN THE MATTER OF ADOPTING A RESOLUTION TO JOIN WITH THE PROSECUTING ATTORNEY IN FILING APPLICATION TO THE COURT OF COMMON PLEAS REGARDING THE APPOINTMENT OF OUTSIDE COUNSEL PURSUANT TO SECTION 305.14 OF THE OHIO REVISED CODE

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BELMONT COUNTY BOARD OF COMMISSIONERS BELMONT COUNTY, OHIO

July 6, 2017

A RESOLUTION: TO JOIN WITH THE PROSECUTING ATTORNEY IN FILING APPLICATION TO THE COURT OF COMMON PLEAS REGARDING THE APPOINTMENT OF OUTSIDE COUNSEL PURSUANT TO SECTION 305.14 OF THE OHIO REVISED CODE.

WHEREAS, Section 305.14 of the Ohio Revised Code provides that the Court of Common Pleas, upon the application of the Prosecuting Attorney and the Board of County Commissioners may authorize the employment of legal counsel to assist the Prosecuting Attorney, the Board or any other county officer in any matter of public business coming before said board or officer; and

WHEREAS, the Prosecuting Attorney and the Board of County Commissioners of Belmont County determine that it is necessary for the Board to have outside counsel to assist it in regard to the investigation and pursuit of civil litigation to abate or cause to be abated the public nuisance of opioid abuse, addiction morbidity and mortality caused by the opiate drug wholesale distributors.

WHEREAS, the Board of Belmont County Commissioners desires to employ the law firm of GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP effective July 6, 2017 for the investigation and pursuit of civil litigation to abate or cause to be abated the public nuisance of opioid abuse, addiction morbidity and mortality caused by the opiate drug wholesale distributors.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Belmont County State of Ohio, that the Board hereby joins with the Prosecuting Attorney of Belmont County in filing application with the Court of Common Pleas for the authorization, pursuant to Ohio Revised Code Section 305.14, to employ GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP as special counsel to assist the Board of Belmont County Commissioners in connection with the investigation and pursuit of civil litigation to abate or cause to be abated the public nuisance of opioid abuse, addiction morbidity and mortality caused by the opiate drug wholesale distributors on a contingent fee basis.

BE IT FURTHER RESOLVED, that the Clerk of this Board of County Commissioners is hereby directed to forward certified copies of this Resolution to the Belmont County Prosecuting Attorney and the law firm of GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP.

It was moved by Mr. Dutton and seconded by Mr. Meyer that the foregoing **Resolution** be approved this 6th day of July, 2017.

As to such action each member voted as follows:

Mark Thomas, President Yes J. P. Dutton, Vice President Yes

Josh Meyer, Commissioner Yes

I, Jayne Long, the duly appointed and acting Clerk of the Board of Belmont County Commissioners of Belmont County, Ohio, do hereby attest that this is a true and correct copy of the original now on file in the Belmont County Commissioners Office CERTIFIED COPY.

WHEREUPON, the president of the Board declared the foregoing **Resolution** be duly adopted this 6th day of July, 2017.

Mark A. Thomas /s/

Mark Thomas, President

Attest:

Jayne Long /s/

Jayne Long, Clerk of the Board

IN THE MATTER OF ADOPTING RESOLUTION IN HONOR OF SERGEANT EMILE DELEAU, JR.

Motion made by Mr. Thomas, seconded by Mr. Meyer to adopt the resolution in honor of Sergeant Emile Deleau, Jr.

RESOLUTION

IN HONOR OF

SERGEANT EMILE DELEAU, JR.

WHEREAS, Sergeant Emile Deleau, Jr., was born on June 28, 1923, in Lansing, Ohio; and

WHEREAS, Sergeant Deleau was a member of Company A, 142 Division Infantry Regiment, 36th Infantry Division, during World War II; and

WHEREAS, on February 1, 1945, in Oberhoffen, France, Sgt. Deleau led a squad in a fierce house-to-house night attack that continued through the dawn hours of February 2; and

July 6, 2017

WHEREAS, while under fire that ultimately cost him his life, Sergeant Deleau persevered and was directly responsible for eliminating 7 Germans, capturing 10 Germans, and aiding his battalion to reach its objective; and WHEREAS, on February 12, 1945, Sergeant Deleau was posthumously honored with the Congressional Medal of Honor for his heroic actions. **NOW THEREFORE, BE IT RESOLVED**, the Board of Commissioners of Belmont County, Ohio, is proud to honor and pay tribute to Sergeant Emile Deleau, Jr., for his magnificent courage and devotion to country for which he made the ultimate sacrifice. Adopted this 6th day of July, 2017

BELMONT COUNTY COMMISSIONERS
Mark A. Thomas /s/
J. P. Dutton /s/
Josh Meyer /s/

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPOINTMENT TO THE BELMONT COUNTY PUBLIC DEFENDER COMMISSION

Motion made by Mr. Thomas, seconded by Mr. Dutton to appoint Glenn D. Giffin to the Belmont County Public Defender Commission, effective immediately through February 12, 2018, to fill the unexpired term of Gregg Warren who has resigned.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF RESOLUTION DECLARING THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE TEN-MILL LIMITATION RE: A RENEWAL OF ONE AND ONE HALF (1.5) MILL LEVY FOR SENIOR SERVICES RESOLUTION

The Board of County Commissioners of Belmont County, Ohio, does hereby declare that the amount of taxes that may be raised by levy at the maximum rate authorized by law without a vote of the electors is insufficient and does hereby declare it necessary for a **renewal** levy in excess of such rate.

BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, two-thirds of the members elected thereto concurring: WHEREAS, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Belmont County, Ohio; therefore be it **RESOLVED**, by the Board of Commissioners of Belmont County, Ohio, two-thirds of all members elected thereto concurring, that it is necessary to levy a tax in excess of the ten mill limitation for the benefit of Belmont County for the purpose of

A renewal tax for the benefit of Belmont County, Ohio to supplement the General Fund for the purpose of providing senior services including but not limited to, transportation, nutrition and in-home services to elderly residents who are frail and/ or handicapped, at a rate not exceeding one and one half (1.5) mills for each one dollar (\$1.00) of valuation, which amounts to fifteen cents (.15) for each one hundred dollars (\$100.00) of valuation, for a period of five (5) years, commencing with tax list year 2018 for first collection in calendar year 2019, as authorized by Ohio Revised Code Sections 5705.19(Y); 307.694 and 307.85; and

RESOLVED, that the question of levying a renewal tax be submitted to the electors of said Belmont County at the General Election to be held at the usual voting places within said Belmont County on the 7th day of **November, 2017**, and be it further

RESOLVED, that said levy be placed upon the tax list of the current year after the **February** settlement next succeeding the election if a majority of the electors voting thereon vote in favor thereof;

BE IT FURTHER RESOLVED, that the Clerk of this Board be and she is hereby directed to certify a copy of this resolution to the Board of Elections of Belmont County, Ohio, forthwith, as provided by law and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Commissioner Thomas moved for the adoption of the foregoing Resolution, seconded by Commissioner Meyer, and the roll being called upon its adoption, the vote resulted as follows:

Commissioner Thomas	Yes
Commissioner Dutton	Yes
Commissioner Meyer	Yes

In Witness Whereof, the following have executed this instrument this 6th day of July 2017.

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

IN THE MATTER OF APPROVING CHANGE ORDER #1 FROM LAYNE CHRISTENSEN COMPANY/RADIAL COLLECTOR WELL NEW LATERAL SCREEN INSTALLATION PROJECT/ SSD

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve Change Order #1 for Layne Christensen Company in the amount of \$22,825.00, for the Radial Collector Well – New Lateral Screen Installation Project, based upon the recommendation of Kelly Porter, Sanitary Sewer District Director.

Note: This additional work will include abandonment of the existing observation wells and the installation of sampling tubing for lateral monitoring purposes to be paid out of N-82 funds.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER APPROVING THE THIRD AMENDMENT AND RATIFICATION OF PAID-UP OIL & GAS LEASE/ GULFPORT BUCKEYE LLC

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign the Third Amendment and Ratification of Paid-Up Oil & Gas Lease between the Belmont County Board of Commissioners and Gulfport Buckeye LLC, amending the pool/unit acreage from 1,000 per unit to 1,280 per unit for original lease dated June 11, 2014.

Note: This is needed for Gulfport’s “McMahon A” well.

THIRD AMENDMENT AND RATIFICATION OF PAID-UP OIL & GAS LEASE

STATE OF OHIO §
COUNTY OF BELMONT §
KNOW ALL MEN BY THESE PRESENTS

July 6, 2017

THIS AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE (this "Amendment"), effective as of July 6, 2017 (the "Effective Date"), is made by and between the Board of Commissioners of Belmont County, Ohio, whose address 101 West Main Street, St. Clairsville, OH 43950 ("Lessor") and Gulfport Buckeye LLC, with an address of 3001 Quail Springs Parkway, Oklahoma City, OK 73134 ("Lessee") (Lessor and Lessee being referred to herein as a "Party" or collectively as the "Parties").

WHEREAS, Lessor entered into that certain Oil and Gas Lease recorded in Volume 490, Page 985, Instrument No. 401400010514, Official Records of Belmont County, Ohio (hereinafter referred to as the "Lease");

WHEREAS, the Lease was amended per those certain Amendments and Ratifications to the Oil and Gas Lease dated effective June 11, 2014, and recorded in Volume 521, Page 351, and Volume 523, Page 843, Official Records of Belmont County, Ohio; and

WHEREAS, it is the desire of the undersigned to further correct and amend the Lease for the purposes described herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby accepted and acknowledged, and of the mutual covenants and agreements hereinafter set forth, the parties hereto agree that the Lease shall be, and the same is hereby further amended as follows:

1. The following provision included in the Paragraph titled "Pooling and Unitization" under Article IV of the Lease shall be deleted in its entirety:

"No Pooled Unit for any well that includes lateral or horizontal drilling shall exceed six hundred forty (640) acres with a ten percent (10%) tolerance without the written consent of the majority of the Lessors in the Unit unless any additional acreage added to the unit allows for further development of the unit. A majority will be determined upon the Lessors proportionate share of the total acreage owned by in the unit. Each acre, or fraction thereof, equals one vote towards consent; one acre equals one vote, 100 acres equals 100 votes. In the event the unit exceeds 640 acres with a 10% tolerance, 80% of the acreage in the unit (as measured with the one acre one vote standard as set forth above) must agree to the unit size. Without the prior written consent of all Lessors in the Unit, a unit shall not exceed 1000 acres. If a greater amount of acreage than that set forth in the designated limits provided herein is necessary to adequately develop the unit than the designated number of acres the unit may be increased."

2. The following sentence shall be inserted in lieu of and in complete substitution for the deleted provision above:

"If a well drilled is classified as a horizontal oil or gas well drilled to any geologic formation whether oil or gas, then the maximum size of the pooled production unit shall not exceed 640 contiguous acres, except said production unit may exceed 640 contiguous acres, but in no event larger than 1,280 contiguous acres, if the lateral extent of horizontal wellbores in said formation extend beyond the boundary of a 640 contiguous acre unit, and/or in the event that a reasonably prudent operator would expect that the entire acreage within such larger unit will be effectively and efficiently developed and drained from a pad site location."

Lessor hereby ratifies, confirms and adopts the Lease as herein amended, and does hereby grant, lease and let exclusively unto Lessee, its successors and assigns, the lands covered therein, subject to all the terms and provisions of the Lease and any amendments thereto.

The terms and provisions of this Amendment shall be binding upon and shall inure to the benefit of the undersigned, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, this Amendment is executed as of the dates of the acknowledgments below but shall be effective June 11, 2014.

Lessor:
Belmont County Board of Commissioners
By: Mark A. Thomas /s/
Mark A. Thomas
Its: President
By: J. P. Dutton /s/
J.P. Dutton
Its: Vice President
By: Josh Meyer /s/
Josh Meyer
Its: Commissioner

Lessee:
Gulfport Buckeye LLC
By: _____
Lester A. Zitkus
Its: Sr. Vice-President
APPROVED AS TO FORM:
Dan T. Fry /s/
Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Meyer Yes
Mr. Dutton Yes

**IN THE MATTER OF THE DEDICATION PLAT
FOR FARSON DRIVE (PUBLIC) AND
DILLON LANE (PRIVATE)
WARREN TWP., SEC. 5 & GOSHEN TWP. SEC. 35]**

[Belmont Co. Commissioners
[Courthouse
[St. Clairsville, Ohio 43950
[Date July 6, 2017

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
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Motion made by Mr. Thomas, seconded by Mr. Dutton to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the dedication plat for Farson Drive (Public) and Dillon Lane (Private), Warren Township Section 5 and Goshen Township Section 35, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

To: Kent Gallaher, F.O., Warren Township Trustees, 516 Chestnut St., Barnesville, OH 43713 and Teresa Schafer, F.O., Goshen Township Trustees, 115 Liberty Lane, Bethesda, OH 43719.

You are hereby notified that the 19th day of July, 2017, at 9:30 o'clock A.M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/
Clerk of the Board

• Mail by certified return receipt requested
cc: Warren & Goshen Township Trustees
Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Dutton Yes
Mr. Meyer Yes

**IN THE MATTER OF APPROVING APPLICATION FOR
USE OF MUNICIPAL STREET FUNDS/CITY OF MARTINS FERRY**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the City of Martins Ferry's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$112,600.00, based upon the recommendation of the Belmont County Engineer, for proposed paving improvements to the following:

North Ridge Road from Darrah Road to South Ridge Road

The estimated cost is \$112,600, all of which will be from the vehicle license tax fund.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ENTERING INTO A RENEWAL OF THE
CONTRACT BETWEEN BELMONT CO. DEPT. OF JOB & FAMILY
SERVICES (ON BEHALF OF THE BELMONT CO. FAMILY & CHILDREN FIRST
COUNCIL) AND TRI-COUNTY HELP CENTER**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign a renewal of a contract between Belmont Co. Dept. of Job & Family Services, (on behalf of the Belmont County Family and Children First Council), and Tri-County Help Center in the amount not to exceed \$15,750.00, effective July 1, 2017 through June 30, 2018, to provide administrative services for the Ohio Family & Children First Council of Belmont County.

**GRANT AGREEMENT BETWEEN
THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
THE TRI-COUNTY HELP CENTER**

This agreement to provide administrative services for the Ohio Family and Children First Council of Belmont County is entered into on this **6th day of July, 2017**, by and between the Belmont County Department of Job and Family Services, on behalf of the Belmont County Family and Children First Council, hereinafter referred to as "**Department**" and the Tri-County Help Center, hereinafter referred to as "**Provider.**"

ARTICLE I: EFFECTIVE DATES

This contract shall extend from July 1, 2017 through June 30, 2018, inclusive, unless otherwise terminated pursuant to Article IV and may be extended beyond the time period upon the execution of a written amendment pursuant to Article IV contingent upon available funding.

ARTICLE II: AMOUNT OF CONTRACT/PAYMENTS

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$15,750.00.
- B. The **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. The **Provider** will establish and maintain all fiscal records as needed and as required to justify expenditures.
- C. The **Provider** agrees to submit an invoice to the **Department** in order to draw funds down and receive payment for services rendered. The invoice cannot exceed the amount of this contract and must be received by the **Department** during the contract period.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE III GENERAL REGULATIONS

- A. All documents, reports, data, photographs, negatives, electronic reports and records and other media produced under this agreement or with funds provided by this contract are the property of the **Department** and the Belmont County Family and Children First Council which has unrestricted rights to reproduce, distribute, modify and maintain and use. All materials and items produced under this contract will be made freely available to the general public unless the **Department** determines that, pursuant to federal and state laws, the materials are confidential.
- B. The **Provider** will comply with all applicable federal and state regulations, rules, statutes and guidelines regarding the expenditure of funds and program requirements, including, but not limited to, OMB Circular A-87, CMIA regulations and HHS grant guidelines and ODJFS rules. The **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating the Help Me Grow Program including planning and participating in site visits.
- C. The **Provider** will submit quarterly reports on program issues and concerns, successes and expenditures to the Belmont County Family and Children First Council and the **Department**.
- D. The **Department** may, from time to time, as it deems appropriate and in consultation with the Belmont County Family and Children First Council, communicate specific instructions to the **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of the instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. The **Provider** agrees to consult with the **Department** as necessary to ensure understanding and the success of completion of the contract activities.

ARTICLE IV: TERMINATION AND AMENDMENT

- A. This agreement may be terminated by either party at any time by giving thirty (30) days written notice via certified mail to the Executive Director of the **Provider** and the Director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designation for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible but not later than ten (10) days upon receipt of such information or determination. All reimbursements to the **Provider** will cease on the date specified in the ten (10) day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to the **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or the **Provider** has violated any provisions of this agreement.
- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

ARTICLE V: LIMITATION OF LIABILITY

The **Provider** agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. The **Provider** will reimburse the **Department** for any judgements for infringement of patent or copyright rights. The **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. The **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services or materials furnished. If the **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services or materials furnished to the **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or service and charge the amount of the payment against the funds due or to become due to the **Provider** by reason of its contract. The **Department's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to the **Provider** under Article III or the amount of damages incurred by the **Provider**, whichever is less. The **Provider** is solely and exclusive responsible for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

ARTICLE VI: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

By accepting this contract and executing this contract agreement, the **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The **Provider's** certification of compliance with each of these conditions is considered to be a material representation of fact upon which the **Department** relied in entering into this contract agreement.

- A. Equal Employment Opportunity: In carrying out this contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits and/or other aspects, conditions or privileges of employment on the basis of

race, color, religion, sex, sexual orientation, disability, age or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. The **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Ohio Revised Code.

- B. Religious Freedom: The **Provider** agrees that it will perform the duties under this contract in compliance with Section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief or refusal to participate in a religious activity. No funds provided under this contract will be used to promote the religious character and action of the **Provider**. If any participant objects to the religious character of the organizations, the **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. Provider Status: The **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. The **Provider** also agrees that, as an independent provider, the **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with worker's compensation and unemployment compensation and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. The **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in the State of Ohio have been obtained and are operative. If at any time during the contractual period the **Provider** becomes disqualified from conducting business in the State of Ohio, for whatever reason, the **Provider** must immediately notify the **Department** of the disqualification and the **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: The **Provider** will not assign any interest, including subcontracts and contracts, in the contract and will not transfer any interest in the contract without the prior written approval of the **Department**, in consultation with the Belmont County Family and Children First Council.
- E. Drug-Free Workplace: The **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: The **Provider** will not use any information, system or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by the **Provider** for work under this contract.
- G. Child Support Enforcement: The **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring the **Provider** or employees of the **Provider** meet child support obligations established under state law. Further, by executing this agreement the **Provider** certifies present and future compliance with any court order for the withholding of support which is issued pursuant to Sections 3113.21 to 3113.2117 of the Ohio Revised Code.
- H. Audit and Records Retention: All records related to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by the **Provider** and made available for audit by the State of Ohio, including but not limited to the Ohio Department of Job and Family Services, the Ohio Department of Health, the Auditor of the State of Ohio, the Inspector General and all duly authorized law enforcement officials, agencies of the United States government and county officials, including the **Department**, county auditor and members of the County Family and Children First Council. All financial records related to this contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

ARTICLE IX: CONSTRUCTION

This contract shall be governed, construed and enforced in accordance of the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby, provided, however, the absence of the illegal provision does not render the performance of this remainder of the contract impossible.

THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

<u>Vince Gianangeli /s/</u>	<u>6-30-17</u>
Vince Gianangeli, Director Belmont County Department of Job and Family Services	Date
<u>Cathy Campbell /s/</u>	<u>6-30-17</u>
Cathy Campbell, Director Tri-County Help Center	Date
<u>Mark A. Thomas /s/</u>	<u>7-6-17</u>
Mark A. Thomas, President Belmont County Board of Commissioners	Date
<u>J. P. Dutton /s/</u>	<u>7-6-17</u>
J. P. Dutton, Vice-President Belmont County Board of Commissioners	Date
<u>Josh Meyer /s/</u>	<u>7-6-17</u>
Josh Meyer, Commissioner Belmont County Board of Commissioners	Date
Approved as to form: <u>David K. Liberati /s/ Assistant</u>	<u>7-6-17</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF ENTERING INTO MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL 3678 (SENIOR SERVICES), THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, AFL-CIO AND BOARD OF COMMISSIONERS

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into Memorandum of Understanding between Local 3678 (Senior Services), the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO and the Belmont County Board of Commissioners, to modify the current collective bargaining agreement, Article 13, Section 13.01, Vacancies and Promotions, effective July 17, 2017.

**APPENDIX F
MEMORANDUM OF UNDERSTANDING
ARTICLE 13
VACANCIES AND PROMOTIONS**

This Memorandum of Understanding ("MOU") is entered into between the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO ("Union") and the Belmont County Board of Commissioners ("Commissioners"), collectively "the Parties," to

July 6, 2017

modify the collective bargaining agreement entered into between them as of April 13, 2016 for the Senior Services bargaining unit (the "Agreement").

The Parties agree to amend Article 13, Vacancies and Promotions, Section 13.01 of the Agreement to read as follows:

Section 13.01. Whenever there is a job vacancy in the exclusive Bargaining Unit covered by this contract, and the Employer intends to fill the vacancy, The Department of Administrative Services will be excluded from the bidding process. A notice of the opening shall be posted for ~~ten (10)~~ **five (5)** working days. If applicable, the posting shall include the current location of the vacancy; however, this clause does not restrict the Employer's right to assign employees to work locations. All eligible employees as defined by Article 13.05, in the Bargaining Unit, shall have that ~~ten (10)~~ **five (5)** work day period in which to bid for the job by submitting a written application addressing his qualifications. The posting notice shall contain the job classification title, rate of pay, shift, brief job description, and immediate supervisor. **In the absence of a bargaining unit employee on vacation, the steward may put the job bid in for said bargaining unit employee.**

All applications timely filed shall be reviewed by the Employer, and the job will be awarded within ~~ten (10)~~ **five (5)** working days in accordance with the following criteria, which shall be given equal weight.

- A. Work Experience (related)
- B. Physical Fitness
- C. Seniority
- D. Employee's current attendance, performance and disciplinary record

Work experience, physical fitness, seniority and Employee's current attendance, performance and disciplinary record are weighed equally in determining which employee is awarded a job.

Physical and Mental Ability may be used as a qualifier to determine whether or not an employee can bid on a position. This does not mean that the Employer shall not consider a disabled individual (as defined by ADA) who can with reasonable accommodation perform the job that he is bidding on.

In the event of a tie, seniority shall be the deciding factor.

The agreements and acknowledgements here do not limit any of the Parties' other rights under the Agreement. This MOU shall be effective as of July 17, 2017.

FOR THE BELMONT COUNTY
BOARD OF COMMISSIONERS

FOR AFSCME LOCAL 3678

Mark A. Thomas /s/

J. P. Dutton /s/

Josh Meyer /s/

Approved as to Form:

David K. Liberati /s/

Dave Liberati, Assistant County Prosecutor

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ACCEPTING THE RESIGNATION
OF JAIL PARAMEDIC GABBRIAL TEASDALE**

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the resignation from Belmont County Jail Paramedic Gabbrial Teasdale, effective June 28, 2017, due to job abandonment.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ACCEPTING THE RESIGNATION
OF JAIL LPN TIA SUMMERS**

Motion made by Mr. Thomas, seconded by Mr. Meyer to accept the resignation from Belmont County Jail LPN Tia Summers, effective June 30, 2017, due to job abandonment.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ACKNOWLEDGING RECEIPTS IN UNSPECIFIED
DONATIONS TO THE BELMONT COUNTY ANIMAL SHELTER**

Motion made by Mr. Thomas, seconded by Mr. Dutton to acknowledge receipt of \$7,881.04 in unspecified donations to the Belmont County Animal Shelter for the second quarter of 2017, as follows: \$3,523.89 for April, \$2,668.14 for May, and \$1,689.01 for June.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING THE CERTIFICATE OF
COUNTY-WIDE COST ALLOCATION PLAN FOR MAXIMUS
CONSULTING SERVICES, INC./FY ENDING DECEMBER 31, 2016**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and authorize Commission President Mark A. Thomas to sign the **Certificate of County-Wide Cost Allocation Plan** for Maximus Consulting Services, Inc., for the year ending December 31, 2016.

Note: Belmont County contracts with Maximus to prepare the cost allocation plan, which establishes the allowable costs that can be charged back to departments with funding sources outside the General Fund.

**BELMONT COUNTY, OHIO
CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN**

This is to certify that I have reviewed the cost allocation plan prepared by **MAXIMUS Inc.** and submitted herewith and to the best of my knowledge and belief:

All costs included in this proposal based on FY 2016 actual costs to establish cost allocations or billings for FY 2018 are allowable in accordance with the requirements of 2 CFR 200, (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

July 6, 2017

All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently. Acceptance of this Cost Plan is contingent upon no material inaccuracies subsequently being found.

I declare that the foregoing is true and correct.

Signature Mark A. Thomas /s/
Print Name Mark A. Thomas
Title President
Date of Execution 7-6-17

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING ESTIMATE FROM
ERB ELECTRIC COMPANY/COURTHOUSE ROOF LIGHT FIXTURE**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the estimate dated July 5, 2017, from Erb Electric Company, in the amount of \$2,200.00 for the replacement of a broken light fixture on the roof of the Courthouse.

(Note: If the scaffolding is still in place and can be used, the cost would be reduced by \$1,000.)

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

RECESS UNTIL 9:30

9:30 Agenda Item: Subdivision Hearing-Deer Heaven 1 Drive (Private)

Present: County Engineer Terry Lively and Rob Barr, Drafting Technician II. Mr. Barr said this is a private road dedication and the owner is selling off the back piece of property and needs access to it.

IN THE MATTER OF FINAL PLAT APPROVAL **“Hearing Had-9:30 A.M.”**
DEER HEAVEN 1 DRIVE, (PRIVATE)
RICHLAND TOWNSHIP, SEC. 33, T-7, R-4

“FINAL PLAT APPROVAL”
O.R.C. 711.05

Motion made by Mr. Thomas to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat of Deer Heaven 1 Drive (Private), Richland Township, Sections 33, T-7, R-4 which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Dutton seconded the motion and upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:50 A.M.**

Motion made by Mr. Thomas, 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 of public employees.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:12 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to exit executive session at 10:12 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

AS A RESULT OF EXECUTIVE SESSION –

**IN THE MATTER OF APPROVING CHANGE IN EMPLOYMENT
STATUS FROM INTERMITTENT TO FULL-TIME
FOR MARLA BEAVER, LPN/JAIL**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the change in employment status from intermittent to full-time for Marla Beaver, LPN, at the Belmont County Jail, effective July 17, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:13 A.M.**

Motion made by Mr. Thomas, 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 of public employees.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

July 6, 2017

Attorney Molly Gwin, Isaac Wiles Burkholder & Teetor, LLC, participated via phone.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:46 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 10:46 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN

Mr. Thomas announced that the executive session scheduled for 11:00 a.m. was cancelled.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:46 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adjourn the meeting at 10:46 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Read, approved and signed this 12th day of July, 2017.

Mark A. Thomas /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

We, Mark A. Thomas and Jayne Long, 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.

Mark A. Thomas /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK