St. Clairsville, Ohio May 11, 2021

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

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. Meyer, 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 her warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,687,134.55

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM TO AMOUNT
E-0070-A012-A08.003 PERS E-0070-A012-A02.002 Salaries \$111,643.00

N14 SSD CAPITAL IMPROVEMENT FUND/BCSSD

 FROM
 TO
 AMOUNT

 E-9014-N014-N04.055 Contract Services
 E-9014-N014-N12.000 USDA Sewer Projects
 \$22,830.00

S33 DISTRICT DETENTION HOME/SARGUS

 FROM
 TO
 AMOUNT

 E-0910-S033-S39.000 Food
 E-0910-S033-S65.011 Contract Services/GS
 \$7,762.00

S77 COMM-BASED CORRECTIONS ACT GRANT

FROME-1520-S077-S01.002 Salaries

TO
E-1520-S077-S04.006 Hosp. Ins.

\$130.60

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

 FROM
 TO
 AMOUNT

 E-1510-W081-P04.000 Other Expenses
 E-1510-W081-P07.006 Hospitalization Ins.
 \$130.60

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR

VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 11, 2021:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund

E-0061-A002-B03.010 Supplies \$614.07 E-0131-A006-A07.000 Training School \$1,900.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Meyer, 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 May 11, 2021 meeting:

A00 GENERAL FUND

E-0057-A006-F08.000 Other Expenses \$810.00
E-0151-A002-F09.000 Other Expenses \$756.84 **B00 GENERAL FUND**E-1600-B000-B07.000 Veterinary Services \$892.50

N14 SSD CAPITAL IMP/BCSSD
E-9014-N014-N12.000 SSD Capital Improvements \$281,185.03

Y41 INDIGENT APPLICATION FEES/AUDITORS

E-0241 V041 V041 V041 0000 Services \$422.20

E-9841-Y041-Y01.000 Remit to State \$422.80 E-9841-Y041-Y02.000 Remit to County \$1,691.20

Upon roll call the vote was as follows:

Mr. Meyer Yes Mr. Dutton Yes Mr. Echemann Absent Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of April 2021.

General rund			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,480.62
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	380.80
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	985.60
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,245.30
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	6,450.84
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	386.40
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,845.54
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,956.38
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,260.70
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	7,064.49
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	8,587.26
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	618.62
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,022.98
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,228.30
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	4,542.70
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,332.08
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,826.75
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,923.36
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,859.52
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	22,569.12
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,651.68
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,207.80
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	4,154.52
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	3,438.71
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,559.96
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	0.00
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	56.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	88.12
		_	110,840.61
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,474.82
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,764.22
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	98.12
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	803.52
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	471.76
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	0.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	652.86
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	0.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	0.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9895-Y095-Y01.500	3,101.72
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	0.00
РНЕР	E-2231-F083-F01.002	R-9895-Y095-Y01.500	484.86
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	590.85
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	795.12

Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	0.00
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	117.98
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	176.90
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,310.38
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	83.12
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	66.76
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	48,311.77
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	2,122.82
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,159.48
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,431.10
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,498.13
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	12,767.17
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,546.07
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,352.40
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	347.20
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,364.73
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	310.11
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	0.00
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	654.29
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1153.87
PLACEMENT II	E-0400-M075-M04.000	R-9895-Y095-Y01.500	0.00
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	942.38
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	15,938.54
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,742.04
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,669.22
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	7,974.14
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	9,407.25
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,483.22
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	118.01
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,227.11
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	35,923.94
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	18,400.28
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	603.62
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	735.80
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,909.42
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	624.26
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	489.80
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	637.40
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	0.00
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	120.12
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,048.44
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	269.24
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	559.54
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	787.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	140.00
			316,619.75

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to request the Belmont County Budget Commission certify the following monies. **B00/DOG AND KENNEL FUND-\$892.50** deposited into R-1600-B000-B08.500 on various dates in April 2021 (Donations for Vet Care paid in on various dates in April 2021).

GENERAL FUND/ANIMAL SHELTER-\$810.00 deposited into R-0057-A006-A03.500 balance available as of 4/30/2021 (Adoption fees paid in on various dates in April 2021).

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING

THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mr. Meyer, seconded by Mr. Dutton to execute payment of Then and Now Certification dated May 11, 2021, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order. Upon roll call the vote was as follows:

Absent

Mr. Meyer Yes Mr. Dutton Yes

IN THE MATTER OF GRANTING PERMISSION

FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Meyer, seconded by Mr. Dutton granting permission for county employees to travel as follows:

Mr. Echemann

RECORDER-Jason Garczyk to Newark, OH, on June 13, 2021 to June 16, 2021, to attend the Ohio recorders' Association's Summer Continuing Education Conference. A county car will be used for travel. Estimated expenses: \$288.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING MINUTES OF REGULAR

BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 5, 2021.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE HIRING OF

LESLEY BENDEKOVICH, FULL-TIME ASSISTANT DOG WARDEN

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the hiring of Lesley Bendekovich, full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective May 17, 2021.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE HIRING OF

HEATHER GOFF, FULL-TIME RECEPTIONIST/ANIMAL SHELTER

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the hiring of Heather Goff, full-time Receptionist at the Belmont County Animal Shelter, effective May 17, 2021.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE HIRING OF

LORI PARSONS, PART-TIME DELIVERY WORKER (DRIVER)/SSOBC

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the hiring of Lori Parsons, part-time Delivery Worker (Driver) with Senior Services of Belmont County, effective May 17, 2021.

Upon roll call the vote was as follows:

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

Mr. Meyer said the above are replacement hires.

IN THE MATTER OF APPROVING THE HIRING OF

LEE ANN PYTLAK, PART-TIME FISCAL MANAGER/SSOBC

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve hiring Lee Ann Pytlak as a Part-Time Fiscal Manager for Senior Services of Belmont County, effective May 17, 2021, at a salary of \$413.40 bi-weekly.

Upon roll call the vote was as follows:

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

Mr. Meyer said Ms. Pytlak served as full-time Fiscal Manager for Senior Services before taking a position in the Auditor's office.

IN THE MATTER OF AMENDING MOTION OF DECEMBER 16, 2020,

AWARDING BID TO THOMAS GARAGE, INC. FOR SSOBC

Motion made by Mr. Meyer, seconded by Mr. Dutton to amend the motion of December 16, 2020, to read as follows:

Motion to award the bid to Thomas Garage, Inc., for Senior Services of Belmont County for the following vehicles, based upon the recommendation of Dwayne Pielech, Executive Director:

- Two (2) all-wheel drive, four door sedans in the amount of \$60,930.00
- One (1) four-wheel drive SUV in the amount of \$28,477.00

Note: The two (2) four-wheel drive, hotshot vehicles with meal delivery package in the amount of \$97,982.00 that was also awarded to Thomas Garage on December 16, 2020 are not available at this time with the specified engine needed due to the COVID 19 pandemic.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE VEHICLE MAINTENANCE AGREEMENT BETWEEN BELMONT COUNTY BOARD OF DD AND BELMONT COUNTY BOARD OF COMMISSSIONERS, DBA BELMONT COUNTY EMERGENCY MANAGEMENT AGENCY

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the Vehicle Maintenance Agreement between the Belmont County Board of Developmental Disabilities and the Belmont County Board of Commissioners, dba Belmont County Emergency Management Agency, effective June 1, 2021 through May 31, 2024.

VEHICLE MAINTENANCE AGREEMENT BETWEEN BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES AND BELMONT COUNTY COMMISSIONERS

dba BELMONT COUNTY EMERGENCY MANAGEMENT AGENCY

I. PURPOSE

This Agreement is made this first day of June, 2021, by and between the Belmont County Board of Developmental Disabilities (hereinafter County Board) and the Belmont County Commissioners dba Belmont County Emergency Management Agency (hereinafter EMA) for the purpose of the County Board providing vehicle maintenance for vehicles owned by the Belmont County Commissioners and operated by the EMA.

II. TERM

This Agreement shall be in effect from June 1, 2021, through May 31, 2024.

III. TERMINATION

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

IV. COUNTY BOARD RIGHTS AND RESPONSIBILITIES

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

V. EMA RESPONSIBILITIES

A. EMA shall adhere to the routine maintenance schedule developed by the parties and deliver the vehicles scheduled for maintenance to the County Board Transportation grounds.

B. EMA may schedule other than routine maintenance with the County Board Mechanic Supervisor.

VI. BILLING AND PAYMENT

- A. The County Board shall bill EMA for vehicle maintenance services at the end of the month if services have been provided during that month.
- B. EMA shall submit payment to the County Board for vehicle maintenance services provided within thirty (30) days of receipt of the bill.
- C. Any missed scheduled appointment that is not canceled in advance may result in a charge amounting to one hour of the applicable labor rate.
- D. The County Board reserves the right to adjust the hourly rate of the routine maintenance job performed with pre-approval from both parties required with a minimum of 30 days' notice regarding any fee adjustment.

VII. ROUTINE MAINTENANCE SCHEDULE

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

VIII. NONDISCRIMINATION POLICY

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

IX. SIGNATURES

Belmont County Board of Developmental Disabilities

Stephen L. Williams, Superintendent Belmont County Board of Commissioners	Date	
Jerry Echemann	Date	
J. P. Dutton /s/	5/11/21	
J.P. Dutton	Date	
Josh Meyer /s/	5/11/21	
Josh Meyer	Date	
Approved as to form:		
David K. Liberati /s/ Assist. P.A.		

Prosecuting Attorney

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO ROADWAY USE MAINTENANCE AGREEMENTS

WITH BLUE RACER MIDSTREAM, LLC/ENGINEER'S

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into **Roadway Use Maintenance Agreements** with Blue Racer Midstream, LLC, effective May 11, 2021 for pipeline activity at the following:

- 1.35 miles of CR 64 (Shepherdstown Road) at the Beetle Pipeline Project
- 1.35 miles of CR 64 (Shepherdstown Road) at the Scout Pipeline Project

Note: County-wide Bond No. 238281 for \$1,500,000 on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE 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 Blue Racer Midstream, LLC, whose address is 5949 Sherry Lane, Suite 1700, Dallas, Texas 75225 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain right of way and field agreements, and intends to construct, operate, and maintain certain facilities named the <u>Beetle Pipeline Project</u>, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the <u>Beetle Pipeline and Facilities Project</u> located in <u>Wheeling Township</u>, in <u>Belmont County</u>, <u>Ohio</u>; and

WHEREAS, Operator intends to commence use of 1.35 miles of CR-64 (Shepherdstown Road), for the purpose of ingress to and egress from the pipeline facilities named the Beetle Pipeline Project, for traffic necessary for the purpose of constructing the pipeline and pipeline facilities, (hereinafter referred to collectively as "Pipeline 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 Pipeline 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-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline 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, prior to or during any Pipeline 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 <u>CR-64 (Shepherdstown Road)</u> to be utilized by Operator hereunder, is that exclusive portion beginning at <u>the intersection of the said CR-64 (Shepherdstown Road) and Fairpoint-New Athens Road</u> extending northeasterly and ending at <u>the intersection of the said CR-64 (Shepherdstown Road)</u> and the <u>Belmont County/Harrison County line</u>. It is understood and agreed that the Operator shall not utilize any of the remainder of the portion of <u>CR-64 (Shepherdstown Road)</u>, for any of its Pipeline Activities hereunder.
- 2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline 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 Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
- 3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
- 4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
- 5. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Routes, 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 Pipeline Activity on the Routes by Operator. The amount of the bond or surety shall be considered to be included in the County-wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
- 6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
- 7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty-four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
- 8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
- 9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
- 10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".

Dated: 5/10/21

- 11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
- 12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
- 13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- 14. Agreement shall be governed by the laws of the State of Ohio.
- 15. This Agreement shall be in effect on May 11, 2021.

Executed in triplicate on the dates set forth below.

<u>Authority</u>
By:
Belmont County Commissioner
By: J. P. Dutton /s/
Belmont County Commissioner
By: Josh Meyer /s/
Belmont County Commissioner
By: Terry Lively /s/
Belmont County Engineer
Dated: 5-11-2021
Approved as to Form:
David K. Liberati /s/ Assist P.A.

Operator By: W. McCrary /s/
Printed name: Windale McCrary
Title: Manager – Right of Way
Company: Blue Racer Midstream, LLC
Datad: 3/20/2021

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

THIS AGREEMENT is entered into at <u>St. Clairsville</u>, <u>Ohio</u>, by and between <u>THE BELMONT COUNTY COMMISSIONERS</u>, a political subdivision, whose mailing address is <u>101 W. Main St., Courthouse</u>, <u>St. Clairsville</u>, <u>Ohio 43950</u> (hereafter "Authority"), and <u>Blue Racer Midstream</u>, <u>LLC</u>, whose address is <u>5949 Sherry Lane</u>, <u>Suite 1700</u>, <u>Dallas</u>, <u>Texas 75225</u> (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain right of way and field agreements, and intends to construct, operate, and maintain certain facilities named the <u>Scout Pipeline Project</u>, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the <u>Scout Pipeline and Facilities Project</u> located in <u>Wheeling Township</u>, in <u>Belmont County</u>, <u>Ohio</u>; and

WHEREAS, Operator intends to commence use of <u>1.35</u> miles of <u>CR-64</u> (<u>Shepherdstown Road</u>), for the purpose of ingress to and egress from the pipeline facilities named the <u>Scout Pipeline Project</u>, for traffic necessary for the purpose of constructing the pipeline and pipeline facilities, (hereinafter referred to collectively as "Pipeline 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 Pipeline 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-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline 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, prior to or during any Pipeline 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 <u>CR-64 (Shepherdstown Road)</u> to be utilized by Operator hereunder, is that exclusive portion beginning at <u>the intersection of the said CR-64 (Shepherdstown Road)</u> and <u>Fairpoint-New Athens Road</u> extending northeasterly and ending at <u>the intersection of the said CR-64 (Shepherdstown Road)</u> and the <u>Belmont County/Harrison County line</u>. It is understood and agreed that the Operator shall not utilize any of the remainder of the portion of <u>CR-64 (Shepherdstown Road)</u>, for any of its Pipeline Activities hereunder.
- 2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline 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 Pipeline 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's contractors and or agents.
- 3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
- 4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
- 5. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Routes, 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 Pipeline Activity on the Routes by Operator. The amount of the bond or surety shall be considered to be included in the County-wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.

- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
- 6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit
- 7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty-four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
- 8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
- 9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
- 10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".
- 11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.

Mr. Meyer

Mr. Dutton

Mr. Echemann

- 12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
- 13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- 14. Agreement shall be governed by the laws of the State of Ohio.
- 15. This Agreement shall be in effect on May 11, 2021.

Executed in triplicate on the dates set forth below.

Authority Operator By: W. McCrary /s/ By: Josh Meyer /s/ **Belmont County Commissioner** Printed name: Windale McCrary By: J. P. Dutton /s/ Belmont County Commissioner Title: Manager – Right of Way Belmont County Commissioner By: Terry Lively /s/ Company: Blue Racer Midstream, LLC Belmont County Engineer Dated: 5-11-2021 Dated: 3/24/2021 Approved as to Form: David K. Liberati /s/ Assist P.A. Dated: 5/10/21 Upon roll call the vote was as follows:

IN THE MATTER OF APPROVING PURCHASE OF ONE

WACHS STANDARD LX (DIESEL)-VMT/WATER & SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the purchase of one (1) Wachs Standard LX (Diesel) – VMT, for a cost of \$49,750.00 for the Belmont County Water & Sewer District to be used in the distribution system to exercise mainline valves as part of compliance requirements with Ohio EPA's valve exercise program, based upon the recommendation of Director Kelly Porter.

Note: This particular unit is a demo unit from the dealer and has been priced at a significant savings and will be purchased with Water District Revenue Funds.

Yes

Yes

Absent

Upon roll call the vote was as follows:

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

Mr. Meyer said the original price of this equipment was \$74,000.

IN THE MATTER OF ACCEPTING PROPOSAL NO. PPA27919

FROM H. E. NEUMANN COMPANY/BCDJFS

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept Proposal No. PPA27919 from H. E. Neumann Company in the amount of \$6,570.00 for all labor and materials to provide and install a new Carrier inverter series ductless split system for the HVAC unit at Belmont County Job and Family Services.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM ERB ELECTRIC

COMPANY/JUSTICE AND OFFICE COMPLEX

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the quote from ERB Electric Company in the amount of \$1,050.00 to install three (3) Paxton card readers on the cell doors at the Belmont County Justice and Office Complex.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL FROM

KALKREUTH ROOFING AND SHEET METAL/HEALTH DEPT.

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the proposal from Kalkreuth Roofing and Sheet Metal in the amount of \$6,995.00 to furnish labor and materials for necessary repairs on the roof at the Belmont County Health Department.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE NUMBER 1114

FROM DIGITAL DATA COMMUNICATIONS, INC/COURTHOUSE

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve Quote Number 1114 from Digital Data Communications, Inc., in the amount of \$9,065.53 for equipment and labor needed for upgrades to the wireless system at the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

RECESS

9:30 Subdivision Hearing- Public Road Dedication of Veto Drive

Present: Will Eddy, Drafting Technician II, Mike Bianconi and Roger Weaver, Pease Township Trustees and Frank Shaffer and John Laroche, Pultney Township Trustees. Mr. Eddy reviewed a map of the area. Present at the viewing was Terry Lively, County Engineer, Mr. Eddy, Dave Lucas, Petitioner, Mike Bianconi and Roger Weaver, Pease Township Trustees and Frank Shaffer and Mark Cervelli, Pultney Township Trustees. At the original viewing Mr. Lively recommended the cul-de-sac needs to be moved back, the original part that was platted privately was too narrow. The Township Trustees had a few issues with the drainage also. At the second viewing all issues were taken care of to the Trustees satisfaction. Mr. Shaffer said when you are involving a road into two townships there are a number of issues. It would be a cost to both townships to pave the road and maintain it. Mr. Shaffer would like to check with legal counsel because he was told the two townships could make an agreement after the road dedication. He is not sure this is the best way to go. Mr. Shaffer added Pultney Township has no constituents on the road and don't believe they ever will. Mr. Shaffer said they are willing to give the mileage to Pease Township if that is allowed. Pultney Township does not want be in a situation where they have to fix part of the road. Mr. Bianconi said he would like more clarification also.

Mr. Meyer said based upon the information discussed today the subdivision hearing will be continued to June 2, 2021, at 9:30.

IN THE MATTER OF CONTINUED HEARING FOR PUBLIC RD. DEDICATION OF VETO DRIVE |

PEASE TOWNSHIP SEC 3, T-6, R-3 AND

PULTNEY TOWNSHIP, SEC. 2 & 8, T-6, R-3

[Belmont Co. Commissioners

[Courthouse]

[St. Clairsville, Ohio 43950

[Date May 11, 2021]

NOTICE OF NEW SUB-DIVISION

Revised Code Sec. 711.05

____****____

To: Amanda Murray, F.O., Pease Township Trustees, 26 Chestnut St, Bridgeport, OH 43912 and Marla Krupnik, F.O., Pultney Township Trustees, 1410 High Street, Bellaire, OH, 43906.

You are hereby notified that the 2nd day of June, 2021, at 9:30 o'clock A. M., has been fixed as the date, and the office of the <u>Commissioners</u>, 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.

<u>Bonnie Zuzak /s/</u>

Clerk of the Board

Mail by certified return receipt requested Pease & Pultney Township Trustees

Upon roll call the vote was as follows:

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

9:45 Lisa Ward, Executive Director, Mental Health and Recovery Board

Re: Mental Health Awareness Month Proclamation

Ms. Ward said their goal is to bring awareness to mental health issues. "I think our total system has been going through a great change since the pandemic. I would say that we have seen an increased number of what we call crisis calls, people requiring some additional resources and assistance. We've seen an increase in substance use. Individuals who have never turned to alcohol or drugs before have been during this time of isolation and uncertainty," said Ms. Ward. She added the youth and elderly also are feeling the effects of the pandemic. They're definitely seeing youth who struggle now that may not have had those issues a year ago, before the pandemic. Ms. Ward said more outreach may be launched when the senior centers reopen. She noted they have funding to provide programming, but don't have the workforce to fill the positions.

IN THE MATTER OF ADOPTING THE PROCLAMATION

DESIGNATING MAY AS MENTAL HEALTH AWARENESS MONTH

Motion made by Mr. Meyer, seconded by Mr. Dutton to adopt the proclamation designating May as Mental Health Awareness Month.

PROCLAMATION RECOGNIZING

MENTAL HEALTH AWARENESS MONTH

Whereas, mental health is essential to everyone's overall health and well-being; and

Whereas, all Belmont County residents face challenges in life that can impact their mental health, especially during a pandemic; and

Whereas, prevention is an effective way to reduce the burden of mental conditions; and

Whereas, there are practical tools that all people can use to improve their mental health and increase resiliency; and

Whereas, mental health conditions are real and prevalent in our nation; and

Whereas, each business, school, government agency, healthcare provider, organization and citizen share the burden of mental problems and has a responsibility to promote mental wellness and support prevention and treatment efforts.

Therefore, we, the Board of Commissioners serving Belmont County, do hereby proclaim May 2021 as Mental Health Month in Belmont County, and we call upon our citizens to increase their awareness and understanding of mental health and take steps to protect their own mental health and well-being.

Adopted this 11th day of May 2021.

BELMONT COUNTY COMMISSIONERS

Josh Meyer /s/

J. P. Dutton /s/

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:16 A.M

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Shelly Schramm, DJFS Public Assistant Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee. Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:24 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 10:24 a.m.

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF ADJOURNING

COMMISSIONERS MEETING AT 10:59 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 10:59 a.m. Upon roll call the vote was as follows:

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

Read, approved and signed this 19th day of May, 2021.

Jerry Echemann /s/	
J. P. Dutton /s/	COUNTY COMMISSIONERS
Josh Meyer /s/	

We, Jerry Echemann and Bonnie Zuzak, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do here	:by
certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of t	the
Revised Code of Ohio.	

Jerry Echemann /s/	PRESIDENT
Bonnie Zuzak /s/	CLERK