

St. Clairsville, Ohio

August 22, 2018

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Josh Meyer and Mark A. Thomas, 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. Dutton, 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 \$10,301,639.82

Upon roll call the vote was as follows:

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

A00 GENERAL FUND/SHERIFF

FROM	TO	AMOUNT
E-0131-A006-A02.002 Admin-Salaries	E-0131-A006-A05.002 Maint-Salaries	\$10,000.00
E-0131-A006-A03.002 Jail-Salaries	E-0131-A006-A08.000 Food	\$133,000.00
E-0131-A006-A03.002 Jail-Salaries	E-0131-A006-A17.012 Cruisers	\$18,000.00
E-0131-A006-A04.002 Road-Salaries	E-0131-A006-A12.000 Travel-Gasoline	\$36,000.00

N14 SSD #2 CAPITAL IMPROVEMENT/BCSSD

FROM	TO	AMOUNT
E-9014-N014-N05.055 Projects	E-9014-N014-N04.055 Services	\$1,500.00

BCSSD/VARIOUS FUNDS

FROM	TO	AMOUNT
E-9080-N080-N03.013 Projects	E-9080-N080-N02.011 Services	\$36,000.00
E-9084-N084-N04.013 Projects	E-9084-N084-N03.011 Services	\$30,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P19.012 Equipment	\$30,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P23.011 Services	\$20,000.00

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:

S02 SHERIFFS POLICING REVOLVING ACCOUNT AND THE A00 GENERAL FUND

FROM	TO	AMOUNT
E-5102-S002-S01.002 Salaries	E-0131-A006-A02.002 Salaries	\$14,776.40
E-5102-S002-S02.005 Medicare	E-0256-A014-A07.005 Medicare	\$214.26
E-5102-S002-S03.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	\$1,452.64
E-5102-S002-S04.006 Health Insurance	E-0256-A014-A06.006 Health Insurance	\$74.64

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 meeting dates:

****AUGUST 1, 2018****

W80 PROSECUTORS VICTIM ASSISTANCE PROGRAM

E-1511-W080-P07.006	Hospitalization	\$3,000.00
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****AUGUST 22, 2018****

A00 GENERAL FUND

E-0051-A001-A28.000	Other Expenses	\$11,793.35
E-0131-A006-A17.012	Cruisers	\$8,302.50
E-0256-A014-A01.000	CORSA Costs	\$24,510.00

E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$1,902.00
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E11 9-1-1 WIRELESS

E-2301-E011-E01.011	Contract Services	\$10,319.08
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P90 LOCAL EMERGENCY PLANNING COMMITTEE

E-1720-P090-P03.000	Other Expenses	\$4,000.00
E-1720-P090-P07.002	Salaries	\$17,500.00
E-1720-P090-P08.003	PERS	\$1,750.00

S02 SHERIFFS POLICING REVOLVING ACCOUNT

E-5102-S002-S01.002	Salaries	\$14,776.40
E-5102-S002-S03.003	PERS/SPRS	\$1,452.64
E-5102-S002-S04.006	Health Insurance	\$74.64
E-5102-S002-S05.004	Workers Comp	\$214.26

OAKVIEW JUVENILE/VARIOUS FUNDS

E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$22.50
E-8012-S032-S00.000	Activity Fund	\$171.60

S55 T-CAP/ADULT PROBATION

E-1545-S055-S01.000	Grant Expenses	\$21,256.75
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T11 BEL.CO COMMISSIONERS C.D.B.G.

E-9702-T011-T01.000	Grants	\$40,342.59
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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. Dutton, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies.

GENERAL FUND/AUCTION PROCEEDS-\$11,793.35 deposited into R-0050-A000-B000.500 on 08/13/18

CK #4074 from David Jones, Auctioneer, from 2018 Auction

GENERAL FUND/CORSA-2018/2019 DIVIDEND-\$24,510.00 CORSA DIVIDEND deposited into R-0040-A000-Q00.500 on 08/20/18.

T11 GRANT MONIES-\$40,342.59 deposited into R-9720-T011-T01.501 on 08/20/18.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to execute payment of Then and Now Certification dated August 22, 2018 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. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

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

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

COURT OF COMMON PLEAS-Noah Atkinson to Woodsfield, OH, on August 21, 2018, to visit the Monroe County Juvenile Court and various schools in Monroe County with the Monroe County Juvenile Probation Officer.

DJFS-William Marinacci to Cleveland, OH, on August 26-27, 2018, to attend a Cuyahoga County Juvenile Court Juvenile arraignment. A county vehicle will be used for travel. Estimated expenses: \$207.30. Marcella Elson and Bonnie White to Columbus, OH, on September 9-11, 2018, to attend the CFIS User Conference. Estimated expenses: \$1,112.80.

HR DEPT.-Katie Bayness to Columbus, OH, on August 24, 2018, to attend the CORSA annual membership meeting. A county vehicle will be used for travel.

SENIORS-Kathy Perticarini to Zanesville, OH, on September 5, 2018, for a senior outing to the Lorena Sternwheel. Mary Beth Tennant to Moundsville, WV, on September 6, 2018, for a senior outing to the Guest House Restaurant. Daisy Braun to Sugarcreek, OH, on September 7, 2018, for a senior outing to Amish Country and Shoney’s. Kay Driscoll to Berlin, OH, on September 14, 2018, for a senior outing to Amish Country. Denise Starr to Zanesville, OH, on September 26, 2018, for a senior outing to The Wilds. Senior Centers of Belmont County to Marietta, OH, on October 4, 2018, for an outing to ride the Valley Gem Sternwheeler. Daisy Braun to Washington, PA, on October 18, 2018, for a senior outing to the Duncan & Miller Glass Museum and the Great China Buffet. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of August 15, 2018.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcement:
A Town Hall meeting will be held on Monday, August 27, 2018, at 6:00 p.m. at the Barnesville Senior Center, 229 East Main Street, Barnesville, OH, 43713. Public input is welcome and citizens are encouraged to attend.

**IN THE MATTER OF ADOPTING THE RUS BELLETIN 1780-27
RESOLUTIONS (PUBLIC BODIES)/WATER SYSTEM IMPROVEMENTS PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adopt the following RUS Bulletin 1780-27 Resolutions (Public Bodies) of the Board of Commissioners of Belmont County, Ohio, authorizing and providing for the incurrence of indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving, and/or extending its Water System Improvements Project as follows:

- 1) Loan amount \$9,300,000, Grant amount \$2,987,000
- 2) Loan amount \$9,609,000, Grant amount \$7,000,000
- 3) Loan amount \$9,500,000, Grant amount \$5,000,000
- 4) Loan amount \$9,100,000
- 5) Loan amount \$8,000,000

RUS BULLETIN 1780-27

Position 5

APPROVED
OMB. No. 0572-0121

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE BOARD OF COMMISSIONERS

OF THE BELMONT COUNTY, OHIO

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS WATER SYSTEM IMPROVEMENTS PROJECT

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the BOARD OF COMMISSIONERS, BELMONT COUNTY, OHIO,

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

NINE MILLION THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$9,300,000)

pursuant to the provisions of Ohio Revised Code (ORC) Chapter 6103; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association;

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 353(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1933(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defense the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 11. To acquire and maintain such insurance and liability bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 2,387,000

under the terms offered by the Government; that the President, Board of Commissioners,

and County Auditor of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Years 3 Days 0 Absent 0

IN WITNESS WHEREOF, the Board of Commissioners of the Belmont County, OH has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this August 22 day of 2018

Belmont County

(SEAL)

Attest:

Jayne Long
Jayne Long
Title Clerk Board of Commissioners

By J.P. Dutton
J. P. Dutton
Title President, Board of Commissioners

RUS BULLETIN 1786-27

Position 3

APPROVED
OMB No. 0572-0121

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE BOARD OF COMMISSIONERS

OF THE BELMONT COUNTY, OHIO

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS WATER SYSTEM IMPROVEMENTS PROJECT

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the BOARD OF COMMISSIONERS, BELMONT COUNTY, OHIO,

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

NINE MILLION SIX HUNDRED NINE THOUSAND AND 00/100 DOLLARS (\$9,609,000)

pursuant to the provisions of Ohio Revised Code (ORC) Chapter 6103; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association;

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such terms and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 323(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1933(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, no agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 7,000,000

under the terms offered by the Government; that the President, Board of Commissioners,

and County Auditor of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant, and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yes 3 Nays 0 Absent 0

IN WITNESS WHEREOF, the Board of Commissioners of the
Belmont County, OH has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this August, 22 day of 2018

(SEAL)

Attest:

Jayne Long
Jayne Long
Title Clerk, Board of Commissioners

Belmont County

By

J. P. Dutton
J. P. Dutton
Title President, Board of Commissioners

LOAN RESOLUTION
(Public Bodies)A RESOLUTION OF THE BOARD OF COMMISSIONERSOF THE BELMONT COUNTY, OHIOAUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS
WATER SYSTEM IMPROVEMENTS PROJECT

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the BOARD OF COMMISSIONERS, BELMONT COUNTY, OHIO,

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

EIGHT MILLION AND 00/100 DOLLARS (\$8,000,000)pursuant to the provisions of Ohio Revised Code (ORC) Chapter 6103; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture,

(herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association;

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 323(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 0

under the terms offered by the Government; that the President, Board of Commissioners,

and County Auditor of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant, and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yes 3 Nays 0 Absent 0

IN WITNESS WHEREOF, the Board of Commissioners of the

Belmont County, OH has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this August , 22 day of 2018

Belmont County

(SEAL)

By J.P. Dutton

Attest:

Title President, Board of Commissioners

Jayne Long
Jayne Long

Title Clerk, Board of Commissioners

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE BOARD OF COMMISSIONERS

OF THE BELMONT COUNTY, OHIO

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS WATER SYSTEM IMPROVEMENTS PROJECT

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE

WHEREAS, it is necessary for the BOARD OF COMMISSIONERS, BELMONT COUNTY, OHIO,

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of NINE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$9,100,000)

pursuant to the provisions of Ohio Revised Code (ORC) Chapter 6103 ; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 353(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or issuing the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or issuing of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, no agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the data for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 0

under the terms offered by the Government; that the President, Board of Commissioners,

and County Auditor of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yes 3 Nays 0 Absent 0

IN WITNESS WHEREOF, the Board of Commissioners of the

Belmont County, OH has duly adopted this resolution and caused it:

to be executed by the officers below in duplicate on this August , 22 day of 2018

Belmont County

(SEAL)

By J.P. Dutton
Title President, Board of Commissioners

Attest:

Jayne Long
Jayne Long
Title Clerk, Board of Commissioners

Position 5

RUS BULLETIN 1780-27

APPROVED
OMB No. 0572-0121**LOAN RESOLUTION**
(Public Bodies)

A RESOLUTION OF THE BOARD OF COMMISSIONERS

OF THE BELMONT COUNTY, OHIO

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS WATER SYSTEM IMPROVEMENTS PROJECT

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the BOARD OF COMMISSIONERS, BELMONT COUNTY, OHIO,

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of NINE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$9,500,000)

pursuant to the provisions of Ohio Revised Code (ORC) Chapter 8103 ; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association.

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0571-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 4,000,000

under the terms offered by the Government; that the President, Board of Commissioners,

and County Auditor of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance, to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yes 3 Nays 0 Absent 0

IN WITNESS WHEREOF, the Board of Commissioners of the

Belmont County, OH has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this August 22 day of 2018

Belmont County

(SEAL)

Attest:

Jayne Long
Jayne Long
Title Clerk, Board of Commissioners

By J. P. Dutton
J. P. Dutton
Title President, Board of Commissioners

Upon roll call the vote was as follows:

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

Mr. Dutton said this is paperwork that needs completed in relationship to the announcement made last Friday on the recent water package. He explained USDA's loans are structured not to exceed \$10 million. "We believe this a very important time period for the county in terms of infrastructure and in terms of water and sewer. We think we're now on a path that's sustainable," said Mr. Dutton. He added the County's Water and Sewer Department previously could not take on any projects due to trying to deal with their existing debt. "This loan takes that existing debt and locks it in to a 2.3 percent interest rate for forty years and will allow them to manage it and pay it back. Everything we have worked on for the past year and a half, looking at the rate amounts and the new projects, was all worked on in coalition with the USDA so that they know, for the next forty years, we're going to be able to make these loan payments and at the same time improve the system," said Mr. Dutton. The largest portion, which is estimated at \$20 million, will be going for a new water treatment plant, the current water plant was built in 1965, he said. He noted \$12 million sewer package was awarded last fall.

RESOLUTION AUTHORIZING MARK A. THOMAS PREPARE AND SUBMIT AN

**APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION
STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION
IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED**
“AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL”
ATTACHMENT C

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and
WHEREAS, the Belmont County Commission is planning to make capital improvements to **BEL-4-25.56, BEL 5-17.04 & BEL 5-17.27 BRIDGE REHAB PROJECT** and
WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.
NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:
Section 1: Belmont County Commissioner Mark A. Thomas is hereby authorized to apply to the OPWC for funds as described above.
Section 2: Belmont County Commissioner Mark A. Thomas is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.
Motion made by Commissioner Dutton, seconded by Commissioner Meyer to adopt the following resolution which upon roll call was unanimously adopted.
Passed: August 22, 2018

Signed: **Belmont County Commissioners**
J. P. Dutton /s/
J. P. Dutton, President
Josh Meyer /s/
Josh Meyer, Vice-President
Mark A. Thomas /s/
Mark A. Thomas

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM HARLOFF/JAIL

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve Quote Number DW080318BE from Harloff in the amount of \$3,248.56 for one (1) standard line multi-dose cart, six (6) multi-dose drawer divider set, one (1) waste container and one (1) sharps container for the Belmont County Jail.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A MASTER SERVICES AGREEMENT
WITH PAYMENTUS CORPORATION/WATER AND SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into a Master Services agreement with Paymentus Corporation, on behalf of Belmont County Water & Sewer District, for electronic bill payment services, for a five-year term.
Note: This agreement will automatically renew for a successive three (3) year period.



MASTER SERVICES AGREEMENT

Client:	Belmont County Water & Sewer District, OH
Client Address:	67711 Oakview Drive St. Clairsville, OH 43950
Contact for Notices to Client:	Rebecca Hughes
Estimated Yearly Bills /Invoices:	120,000

This Master Services Agreement (“Master Agreement”) is entered into as of the Effective Date below, by and between the Client (“Client”) identified above and **Paymentus Corporation**, a Delaware Corporation (“Paymentus”).

WHEREAS Paymentus desires to provide and the Client desires to receive certain services under the terms and conditions set forth in this Agreement. Paymentus provides electronic bill payment services to utilities, municipalities, insurance and other businesses.
NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of this signature page, General Terms and Conditions, and the attachments (“**Attachments**”) with schedules (“**Schedules**”) listed below:

Schedule A: Paymentus Service Fee Schedule

Schedule B: Paymentus Service Fee Schedule, Electronic Bill Presentment

This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of Paymentus or Client with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

Client:

Paymentus:

By: <u>J. P. Dutton /s/ Mark A. Thomas /s/ Josh Meyer /s/</u>	By: _____
Name: <u>J. P. Dutton Mark A. Thomas Josh Meyer</u>	Name: _____
Title: <u>Belmont County Commissioners</u>	Title: _____
Date: <u>8-22-18</u>	Date: _____

GENERAL TERMS AND CONDITIONS

1. Definitions:

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

- 1.1. **“Agreement** “or **“Contract**” shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this contract for Paymentus to be the exclusive provider of services, stated herein, to the Client
- 1.2. **“User**” shall mean the users of the Client’s services
- 1.3. **“Effective Date**” shall be the last date upon which the parties signed this Agreement. The Agreement will not be effective against any party until the said date
- 1.4. **“Launch Date**” shall be the date on which Client launches this service to the Users
- 1.5. **“Payment**” shall mean Users to make payments for Client’s services or Client’s bills
- 1.6. **“Payment Amount**” shall mean the bill amount User wants to pay to the Client.
- 1.7. **“Non-consumer Cards**” shall mean credit cards which are issued for business use. These high-cost cards may include corporate cards, purchase cards, business cards, travel and entertainment cards.
- 1.8. **“Services**” shall include the performance of the Services outlined in section 2 of this Agreement
- 1.9. **“Paymentus Authorized Processor**” shall mean a Paymentus authorized merchant account provider and payment processing gateway
- 1.10. **“Reversed or Charged-back Transactions**” shall mean cancelled transactions due to User error, or a User’s challenge to Payment authenticity.
- 1.11. **“Average Bill Amount**” shall mean the total amount of Payments collected through Paymentus system in a given month divided by the number of the Payments for the same month.

2. Description of Services to be Performed

2.1. Scope of Services

Paymentus shall provide Users the opportunity to make Payments by Visa, MasterCard, Discover, E-check and other payment methods as deemed necessary by Paymentus. Payments may be made by Interactive Telephone Voice Response System (“IVR”) or secure Internet interface provided at the Paymentus Corporation’s web site or other websites part of Paymentus’ Instant Payment Network (“WebSites”), collectively referred to as the (“System” or “Platform”).

2.2. Professionalism

Paymentus shall perform in a professional manner all Services required to be performed under this Agreement.

3. Compensation

3.1. No Cost Installation

Paymentus will charge no fees related to the initial setup and personalization of its standard service for both Web and IVR interfaces.

2. Paymentus Service Fee

System will charge each User a Service fee for each transaction processed (hereinafter called “Paymentus Service Fee”). Such Paymentus Service Fee is to be collected in addition to the corresponding Payment as part of the transaction.

For each payment, the Paymentus Service Fee collected will be used to pay the corresponding Credit Card transaction fees or transaction fees associated with Debit Cards or eChecks (hereinafter called “Transaction Fees”) except for the return items (eCheck returns or Credit/Debit Card chargebacks).

A schedule of Paymentus Service Fee is attached hereto as Schedule A. The Paymentus Service Fee is based on the Average Bill Amount, current payment method mix (credit vs debit vs e-check) and on the assumption that the total number of payments and the total Payment Amount collected each month from the use of non-consumer cards shall be under 5% of the total per month (“Fee Assumptions”). Client shall be billed an additional Paymentus Service Fees based on the rate of 3.5% of the Payment Amount for any excess amount if the Fee Assumptions vary by more than 5%. Paymentus can amend this schedule upon prior written notice to the Client, if such change is required due to changes in the Visa and MasterCard regulations or changes in Credit Card fees or changes in the Average Bill Amount or changes in Fee Assumptions.

4. Payment Processing

4.1. Integration with Client’s Billing System

At no cost to Client, Paymentus will develop one (1) file format interface with Client’s billing system using Client’s existing text file format currently used to post payments to Client’s billing system. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. Paymentus platform is an independent full service fully hosted platform per PCI-DSS requirements for a fully hosted solution. As such, Paymentus platform does and can function independent of any billing system integration. A payment posting file can be emailed or downloaded from Paymentus Agent Dashboard. If Client chooses to have Paymentus platform integrated with its billing system, Paymentus offers two options:

- (i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform (“Standard Integration”); (or)
- (ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client’s billing system (“Client Specific Integration”)

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client’s software vendor to provide any information or clarifications needed to understand Standard Integration. Time is of the essence and Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus. Parties agree that if Client does not cooperate fully, it can lead to Paymentus being unable to perform its duties to deliver the integration in time.

If Client chooses Client Specific Integration, Paymentus agrees to develop such integration at no cost to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors to fully cooperate with Paymentus. Client agrees to provide all specification required for Client specific integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors to participate in testing. Time is of the essence and Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors. Parties agree that if Client does not cooperate fully or is unable to cause its software vendors to cooperate fully with Paymentus, it can lead to Paymentus being unable to perform its duties to deliver the integration in time.

Based on Client’s use of Paymentus platform and respective modules selected under this Agreement, Paymentus will require the following integration points:

- (i) For one-time Payment Module:
 - a. Customer Information – Text File or Real-time
 - b. Payment Posting – Text File or Real-time
 - (ii) For Recurring Payment Module
 - a. Text File
 - (iii) For E-billing Module
 - a. Billing Data - Text File or Real-time link to billing data
 - (iv) For Outbound Notification
 - a. Audience File – Text File for customer engagement messages
- Each of these can be based on Standard Integration or Client Specific Integration.

4.2. PCI Compliance and Client Liability

For PCI Compliance, Client has two options for using Paymentus platform:

- (i) Paymentus Fully Hosted Solution; or
- (ii) Any other configuration

To substantially reduce or eliminate any PCI compliance risks and to render all Client systems out of scope from PCI compliance requirements, Client agrees to use Paymentus’ fully hosted service where Paymentus uses its own platform to capture Payments and to manage the entire (end to end) user experience from all channels for Payment acceptance: Web, Mobile, IVR, POS devices (per Paymentus

recommended setup), recurring payments, Ebill Presentment (“Paymentus Fully Hosted Solution”). If Client chooses any other integration such as third party web pages integrated with Paymentus APIs, third party gateway pages, or its own IVR systems or POS solution not recommended by Paymentus, or a cashiering module from third party, Client expressly agrees that Client shall not be exempt from PCI requirements and shall be liable for any data breaches occurring on its own systems as Client’s recognizes that Client systems are participating in the transactions and are in scope for PCI compliance. Under such circumstances, Paymentus shall not be responsible for any PCI obligations outside of Paymentus own platform and Paymentus expressly disclaims any PCI or security obligations related to Client systems or any third party systems that participate in the payment transactions that are outside of Paymentus Platform.

Paymentus highly recommends that Client uses Paymentus Fully Hosted Solution to substantially reduce its PCI compliance and data breach risks.

If Client chooses to use any other option other than Paymentus Fully Hosted Solution, Client agrees and warrants that Client shall remain PCI compliant throughout the term of this Agreement. For clarity, just because Client uses PCI compliant applications such as its billing software, it does not eliminate the need for Client to be PCI compliant. Per PCI requirements, if a party’s systems participate in processing, or accepting or storing card transactions, such party is required to be PCI compliant as the systems are in scope.

4.3. Explicit User Confirmation

Paymentus shall confirm the dollar amount of all Payments and the corresponding Paymentus Service Fee to be charged to a Card and electronically obtain the User approval of such charges prior to initiating Card authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.4. Merchant Account

Paymentus will arrange for the Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of the credit card transactions.

4.5. Card Authorization

For authorization purposes, Paymentus will electronically transmit all Card transactions to the appropriate Card-processing center, in real time as the transactions occur.

4.6. Settlement

Paymentus together with its authorized Card processor shall forward the payment transactions and corresponding Paymentus Service Fee to the appropriate card organizations for settlement directly to the Client’s depository bank account previously designated by the Client (hereinafter the “Client Bank Account”).

Paymentus together with Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.7. Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions the Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective card organization) to debit the Client Bank Account for the Payment Amount and Paymentus shall refund to the Card organization for credit back to the User the corresponding Paymentus Service Fees.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback transactions, for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change its settlement and invoicing processes for such transactions.

5. General Conditions of Services

5.1. Service Reports

Paymentus shall provide Client with reports summarizing use of the Services by Users for a given reporting period.

5.2. User Adoption Communication by Client

Client will make Paymentus’ Services available to its residential and commercial Clients by different means of Client communication including a) through bills, invoices and other notices; b) by providing IVR and Web payment details on the Client’s website including a “Pay Now” or similar link on a mutually agreed prominent place on the web site; c) through Client’s general IVR/Phone system; and d) other channels deemed appropriate by the Client.

Paymentus shall provide Client with logos, graphics and other marketing materials for Client’s use in its communications with its users regarding the Services and/or Paymentus.

Both parties agree that Paymentus will be presented as a payment method option. Client will communicate Paymentus option to its end residential and commercial Clients wherever Client usually communicates its other payment methods.

5.3. Independent Contractor

Client and Paymentus agree and understand that the relationship between both parties is that of an independent contractor.

5.4. Client’s Responsibilities

In order for Paymentus to provide Services outlined in this Agreement, the Client shall co-operate with Paymentus by:

- (i) Client will enter into all applicable merchant Card or cash management agreements.
- (ii) For the duration of this Agreement, Client will keep a bill payment link connecting to Paymentus System at a prominent and mutually agreed location on the Client website. The phone number for the IVR payment will also be added to the web site. Client will also add the IVR payment option as part of the Client’s general phone system.
- (iii) User Adoption marketing as described in 5.2.
- (iv) Within 30 days of the merchant account setup, Client will launch the service to the Users.
- (v) For the purpose of providing Client a posting file for posting to Client’s billing system, Client will provide the file format specification currently used to post its payments to the billing system. Client will fully cooperate with Paymentus and provide the information required to integrate with Client’s billing system.

6. Governing Laws

This Agreement shall be governed by the laws of the state of Delaware.

7. Communications

7.1. Authorized Representative

Each party shall designate an individual to act as a representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

7.2. Notices

All notices of any type hereunder shall be in writing and shall be given by Certified Post or a national Courier or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To Client

C/O: Rebecca Hughes
Address: 67711 Oakview Drive
St. Clairsville, OH 43950
Email: becca.hughes@belmontcountywater.com

To Paymentus

C/O: President and CEO
Address: 13024 Ballantyne Corporate Place
Suite 450
Charlotte, NC 28277
Email: ceo@paymentus.com

Notices shall be declared to have been given or received on the date the notice is physically received if given by hand delivery, or if notices given by US Post, then notice shall be deemed to have been given upon on date said notice was deposited in the mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

7.3. Interpretation

It is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

7.4. Amendment of Agreement

Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

7.5. Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

7.6. Attorney’s Fees

Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney’s fees.

7.7. Confidentiality

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains during the term of this Agreement about Paymentus’ business, operations, financial condition, technology, systems, no-how, products, services, suppliers, Clients, marketing data, plans, and models, and personnel. Paymentus will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential User information it receives in connection with its performance of the services.

7.8. Intellectual Property

In order that the Client may promote the Services and Paymentus’ role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus’ logo and other service marks (the “Paymentus Marks”) for such purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the WebSite) or other intellectual property right of Paymentus (“Paymentus Intellectual Property”). All Paymentus Marks, Paymentus Intellectual Property, and the System and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

7.9. Force Majeure

Paymentus will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Paymentus’ reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including telecommunications services), external computer “hacker” attacks, and/or delays of common carrier.

7.10. Time of the Essence

Paymentus and Client acknowledge and agree that time is of the essence for the completion of the Services to be performed and each party’s respective obligations under this Agreement.

8. Indemnification

8.1. Paymentus Indemnification and Hold Harmless

Paymentus agrees to the fullest extent permitted by law, to indemnify and hold harmless the Client and its governing officials, agents, employees, and attorneys (collectively, the “Client Indemnitees”) from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney’s fees and costs), incurred by any Client Indemnitee as a result or arising out of (i) the willful misconduct or negligence of Paymentus in performing the Services or (ii) a material breach by Paymentus of its covenants.

8.2. Client Indemnification and Hold Harmless

To the extent permitted by law, Client agrees to the fullest extent permitted by law, to indemnify and hold harmless Paymentus, its affiliates, officers, directors, stockholders, agents, employees, and representatives, (collectively, the “Paymentus Indemnitees”) from and against all liabilities, demands, losses, damages, costs or expenses (including without limitation reasonable attorney’s fees and expenses) incurred by any Paymentus Indemnitee as a result or arising out of (i) the willful misconduct or negligence of Client related to the Services or (ii) a material breach of Client’s covenants.

8.3. Warranty Disclaimer

Except as expressly set forth in this Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to the Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement.

8.4. Limitation of Liability

Notwithstanding the foregoing, the parties agree that neither party shall be liable to the other for any lost profits, lost savings or other special, indirect or consequential damages, even if the party has been advised of or could have foreseen the possibility of such damages. Paymentus’ total liability for damages for any and all actions associated with this Agreement or the Services shall in no event exceed the specific dollar amount of the Paymentus Service Fee paid to Paymentus for the particular payment transaction which is the subject matter of the claim of damage.

9. Term and Termination

9.1. Term

The term of this Agreement shall commence on the effective date of this Agreement and continue for a period of 5 (five) years (“Initial Term”) from the Launch Date. Services under this Agreement shall begin within 30 days of the merchant account setup.

At the end of the Initial Term, this Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provide the other party with not less than 6 (six) months prior written notice before such automatic renewal date that such party elects not to automatically renew the term of this Agreement.

9.2. Material Breach

A material breach of this Agreement shall be cured within 90 (ninety) days (“Cure Period”) after a party notifies the other of such breach. In the event, such material breach has not been cured within the Cure Period, the non-breaching party can terminate this Agreement by providing the other party with a 30 (thirty) days notice.

9.3. Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus shall cease all Services being provided hereunder unless otherwise directed by the Client in writing.

Schedule A – Paymentus Service Fee Schedule

Paymentus Service Fee charged to the User will be based on the following table:

Convenience Fee Model
<ul style="list-style-type: none">User Pay / Convenience Fee ModelAverage Bill Amount: \$60.00Paymentus Service Fee per transaction \$1.89<ul style="list-style-type: none">Visa, MasterCard, Discover transactions

Note: Maximum Amount per Payment is \$200.00 Multiple payments can be made.

Chargebacks will be billed at \$9.95 each.

Includes 500 staff generated outbound notifications (phone, text or email) per month; additional usage will be billed at \$0.15 per call / text and \$0.05 per email.

The Paymentus Service Fee will be collected in addition to the end-user bill payment total. Paymentus may apply different limits per transactions for user adoption or to mitigate risks.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF THOMAS SCOTT, SUMMER EMPLOYEE FOR WATER SEWER DEPARTMENT

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the resignation of Thomas Scott, summer employee for Belmont County Water Sewer Department, effective August 3, 2018.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF JEREMY CUSICK, SUMMER EMPLOYEE FOR WATER SEWER DEPARTMENT

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the resignation of Jeremy Cusick, summer employee for Belmont County Water Sewer Department, effective August 10, 2018.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Frank Papini, President of SOAR, asked if there would be any reduction in the recent water and sewer rate increases due to the USDA funding received. Mr. Dutton said no, it’s (the funding) based on those rate increases. The rates needed to be adjusted for the customers of the Belmont County Water and Sewer Department. “In the past, when the county tried to go out and apply for low-interest loans or grants to assist the department, they were basically instructed that they could not qualify because our rates were too low. Belmont County needed to first raise their rates to a more adequate level, the rates didn’t support the department and because of that adjustment we qualified for the loans.” He added most of the funds are accounted for to restructure debt and priority projects. Mr. Thomas said, “Seventy-five percent of this money is a loan, it’s not a grant. It’s probably been ten years since there were any rate increases.”

BREAK

9:30 State Science Day Resolution

Present: State Science Day participants from East Richland Christian School and St. Mary Central School along with teachers and families. Several students came before the board and gave an explanation of their project entry.

IN THE MATTER OF ADOPTING THE RESOLUTION IN RECOGNITION OF THE STATE SCIENCE DAY PARTICIPANTS

Motion made by Mr. Dutton, seconded by Mr. Meyer to adopt the resolution in recognition of the State Science Day Participants.

RESOLUTION IN RECOGNITION OF STATE SCIENCE DAY PARTICIPANTS

WHEREAS, each year State Science Day brings over 1000 of the best and brightest scientists in Ohio to compete and is recognized throughout the United States of America as the pinnacle of student originated inquiry-based science education; and
WHEREAS, the State Science Day is the academic equivalent of a State Athletic championship and is the largest event of its kind in the nation for students in grades 5 – 12 using “STEM” (science, technology, engineering, and mathematic) research, while also incorporating their communication skills; and
WHEREAS, STEM is the core of our country’s economic future. Students who study science technology, engineering and mathematics today are identified as critical to our nation’s future; and
WHEREAS, the Belmont County Board of Commissioners does hereby recognize and publicly congratulate (Emma Conners, Gracie Crumm, Noah Crumm, Lucan Galbraith, Abby Giffin, Joe Green, Alina Handte, Sydney Koller, Aiden McMillan, Vanessa Murphy, Mackinnley Perkins, Alex Richards, Drew Roberts, Nash Roberts, Matthias Sacco, Danica Stoffer, Tim Stoffer, Sophia Talamonti, Alaina Thornburg, Liam Tomlin, Kaylynn Yockey, Ava Zelek) on their achievement in The Ohio Academy of Science State Science Day.
NOW, THEREFORE BE IT RESOLVED, that the Board considers it a privilege to recognize the best and brightest our county has to offer and does encourage all citizens of Belmont County to join in extending congratulations to those Belmont County students for their achievements while participating in the 2018 State Science Day.
Adopted this 22nd day of August 2018.

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/
Mark A. Thomas /s/
Josh Meyer /s/

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with attorney Molly Gwin (via phone), Isaac Wiles, pursuant to ORC 121.22(G)(3) Court Action exception to consider pending litigation.

Upon roll call the vote was as follows:

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

Note: Vince Gianangeli, Director of Job and Family Services and Wes Monk, Digital Data, also joined executive session.

Commissioner Meyer stepped out briefly at 10:46 a.m.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:47 A.M.

August 22, 2018

Motion made by Mr. Dutton, seconded by Mr. Thomas to exit executive session at 10:47 a.m.
Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN AT THIS TIME

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:47A.M.**

Motion made by Mr. Dutton, seconded by Mr. Thomas to enter executive session with Prosecutor Dan Fry, Assistant Prosecutor Dave Liberati, pursuant to ORC 121.22(G)(3) Court Action exception to consider imminent court action.
Upon roll call the vote was as follows:

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

Note: Jeremy Greenwood, GreenCore Design and Tim Crowley, Breisch and Crowley, LLC, also joined executive session.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:34 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 11:34 a.m.
Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN AT THIS TIME

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:44.A.M.**

Motion made by Mr. Dutton, 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. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

Note: Dave Ivan, EMA Director, also joined executive session. Mr. Ivan stepped out at 11:55 a.m. and executive session continued with Ms. Bayness.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:30 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 12:30 p.m.
Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN AT THIS TIME

**2:00 City of St. Clairsville and Gabe Hays, Landscape Architect/Wallace Pancher Group
Re: Courthouse Plaza brick and concrete renovations**

The Board joined city representatives and Mr. Hays to view and discuss possible courthouse plaza brick and concrete renovations.

Reconvened Friday, August 24, 2018 at 11:33 a.m. Present: Commissioners Dutton, Meyer and Thomas and Jayne Long, Clerk.

**11:30 Northern and Western Division Court Judges
Re: New Belmont County Courts Building**

Present: Judge Eric Costine, Western Court, Judge Chris Berhalter, Northern Court, Donna Cottage and Rosalee Ralston, County Clerk Courts.

Mr. Dutton said the purpose of today’s meeting is to review the most recent design that McKinley’s presented to the Commissioners on Monday. A final decision needs made on the number of courtrooms. McKinley’s proposed design is for 2 courtrooms after discussing the court schedules and the need for room for future growth. Mr. Dutton said it is unsure how 3 courtrooms would fit. Judge Costine prefers three courtrooms. He noted Judge Berhalter wants 1 larger instead of 3 the same size. Judge Costine said he is amenable to 2 courts but wants his own. He thinks there are areas in the original design that included 3 courtrooms where space could be saved including extra storage space, extra jury room, and a large conference room that are not needed. He said three attorney client meeting rooms are not needed, two would be enough. He would like to see the designs for both 2 and 3 courtrooms tweaked to eliminate the extra space. Judge Berhalter would like to see his court enlarged to allow 2-3 more rows of seats on each side. The board contacted McKinley’s and they will meet with Judges Costine and Berhalter and Clerks Donna Cottage and Rosalee Ralston on Friday, August, 31, 2018 at Western Court for further discussion.

Reconvened Monday, August 27, 2018 at 1:37 p.m. Present: Commissioners Dutton, Meyer and Thomas and Jayne Long, Clerk.

August 22, 2018

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:37 P.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 1:37 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 29th day of August, 2018.

_____ COUNTY COMMISSIONERS

We, J. P. Dutton 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.

_____ PRESIDENT
_____ CLERK