

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, J. P. Dutton and Josh Meyer, Commissioners and Jayne Long, Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

Commissioner Thomas explained he will be leaving at 9:15 a.m. to attend the Wheeling Economic Development meeting. Commissioners Dutton and Meyer will be following shortly after.

IN THE MATTER OF APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

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

IN THE TOTAL AMOUNT OF \$578,505.97

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	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/VETERANS

FROM	TO	AMOUNT
E-0160-A009-D10.007 Unemployment	E-0160-A009-D14.000 Veterans Bldg. Maint	\$15,000.00

K00 MVTG FUND/ENGINEERS

FROM	TO	AMOUNT
E-2812-K000-K24.000 Other Expenses	E-2811-K000-K02.002 Salaries	\$2,500.00
E-2813-K000-K37.000 Other Expenses	E-2811-K000-K02.002 Salaries	\$2,500.00

P80 OAKVIEW ADMINISTRATION BUILDING

FROM	TO	AMOUNT
E-5000-P080-P05.000 Materials	E-5000-P080-P03.000 Utilities	\$1,296.36
E-5000-P080-P05.000 Materials	E-5000-P080-P06.000 Maint/Repair	\$2,200.00

S70 BELMONT CO. SENIOR PROGRAM

FROM	TO	AMOUNT
E-5005-S070-S05.011 Contract Services	E-5005-S070-S18.000 Maint, Repairs, Equip.	\$40,000.00

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:

A00 GENERAL FUND AND THE W80 PROSECUTOR'S VICTIM PROGRAM

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1511-W080-P07.574 Transfers In	\$11,177.46

To fulfill required match for Grant Number 2018-VOCA-109853969—Grant Period 10/01/17-09/30/18.

P05 WWS #3 REVENUE FUND AND THE O09 BOND RET. WATERLINE EXT. PROJECT FUND/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$19,305.60

P05 WWS #3 REVENUE FUND AND THE O11 MT. VICTORY BOND RETIREMENT FUND/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9311-O011-O04.574 Transfers In	\$3,000.00

P53 SSD #2 REVENUE FUND AND THE O10 BOND RET. FORCE MAIN EXT. PROJECT FUND/BCSSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9207-O010-O05.574 Transfers In	\$39,834.34

T10 WATER AND SEWER GUARANTEE DEPT FUND AND OTHER VARIOUS FUNDS/BCSSD

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$6,353.61
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$1,416.63

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated _October 18, 2017, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

9-1-1-Bryan Minder to Columbus, OH, on October 31 to November 2, 2017, to attend the Public Safety Broadband Ohio Live conference. A county vehicle will be used for travel. Estimated expenses: \$500.00
SSOBC-Kay Driscoll to Triadelphia, WV, on October 19, 2017, for a senior outing to The Highlands. Kay Driscoll to Sugar Creek, OH, on November 2, 2017, for a senior outing to Amish Country. Sue Hines to Cambridge, OH, on November 2, 2018, for a senior outing to Dicken's

Victorian Village. Ron Strader to Triadelphia, WV, on November 17, 2017, for a senior outing to The Highlands. Denise Starr to Winterset, OH, on November 27, 2017, for a senior outing to the Winterset Restaurant. County vehicles will be used for travel.

TREASURER-Katherine J. Kelich to Columbus, OH, on November 14-16, 2017, to attend the County Treasurer's Association Spring Conference. Estimated expenses: \$800.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of October 4, 2017 and October 11, 2017.

Upon roll call the vote was as follows:

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

Mr. Thomas made the following announcement-

The Belmont County Board of Commissioners is accepting applications to fill a position on the Transportation Improvement District (TID) Board. Applications will be accepted through **November 10**, 2017. Interested parties may stop in or contact the Commissioners' office at [\(740-699-2155\)](tel:740-699-2155) to request an application.

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM XTO ENERGY, INC. FOR EMA

Motion made by Mr. Thomas, seconded by Mr. Meyer to acknowledge receipt of \$2,000.00 donation from XTO Energy, Inc., to the Belmont County Emergency Management Agency for the purchase of Aerial Surveillance Equipment.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF NATHAN MORRIS, INTERMITTENT LPN/JAIL & SARGUS

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the resignation of Nathan Morris, intermittent LPN at Belmont County Jail and Sargus Juvenile Center, effective October 15, 2017.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF THOMAS PROBST, FULL-TIME DRIVER/SSOBC

Motion made by Mr. Thomas, seconded by Mr. Meyer to accept the resignation of Thomas A. Probst, full-time driver at Senior Services of Belmont County, effective October 16, 2017.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE HIRING OF TARALYN MANUKIN AS A FULL TIME PERMANENT INCOME MAINTENANCE AIDE II FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Motion made by Commissioner Thomas, seconded by Commissioner Dutton to adopt the following Resolution:

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services; and

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes.

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, the authority to hire Ms. Taralyn Manukin, effective October 31, 2017, as an Income Maintenance Aide II. Ms. Manukin will be employed as full time permanent, bargaining unit employee. Compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE HIRING OF CHRISTINA DINAPOLI, BRIANNA HARVETH, CASSADY LOHR, JANIE MEINTEL, BRAD ROSS AND EMILY TAYLOR AS FULL TIME PERMANENT PUBLIC ASSISTANCE CASE MANAGERS FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Motion made by Commissioner Thomas, seconded by Commissioner Meyer to adopt the following Resolution:

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services; and

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes.

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, the authority to hire Ms. Christina DiNapoli, Ms. Brianna Harveth, Ms. Cassady Lohr, Ms. Janie Meintel, Mr. Brad Ross and Ms. Emily Taylor, effective October 31, 2017 as Public Assistance Case Managers. The aforementioned will be employed as full time permanent, bargaining unit employees. Compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE (PAY REQUEST#16)
FOR WDC GROUP/ COURTHOUSE RESTORATION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the payment of Invoice #16105.16 (Pay Request #16) for WDC Group, in the amount of \$2,344.14 for professional services associated with the Belmont County Courthouse Restoration Project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE AUTHORIZATION FROM
TYCO SIMPLEX GRINNEL/OAKVIEW ADMINISTRATION BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign the Purchase Authorization from Tyco Simplex Grinnell in the amount of \$847.60 for the Fire Alarm Test & Inspection and Wet Sprinkler Test & Inspection annual renewal service agreement for the Oakview Administration Building for the period of January 1, 2018 to December 31, 2018.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE WORK ORDERS FOR
THYSSENKRUPP ELEVATOR CORPORATION/BCDJFS FOX SHANNON BUILDING**

Motion made by Mr. Dutton, seconded by Mr. Meyer, as co-appointing authority for the Belmont County Dept. of Job & Family Services, to approve and authorize Commission President Mark A. Thomas to sign the work orders for Thyssenkrupp Elevator Corporation for the Fox Shannon Building elevator as follows:

- furnish and install one (1) new door safety photo eye in the amount of \$2,127.00
- furnish and install one (1) new electronic door edge in the amount of \$5,524.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE VOCA AND SVAA GRANT
AWARD AND ACCEPTANCE FORM/VICTIM ASSISTANCE**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and authorize Commission President Mark A. Thomas to sign the VOCA and SVAA Grant Award and Acceptance Form for the Belmont County Prosecutor's Victim Assistance grant for the period of October 1, 2017 through September 30, 2018 as follows:

Award Number: 2018-VOCA-109853969; VOCA Award: \$68,709.84

Award Number: 2018-SVAA-109853987; SVAA Award: \$ 6,640.00

Upon roll call the vote was as follows:

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

Mr. Thomas noted the next two actions regarding the \$5 mil note issuance and Agile agreement have press releases with comments from all three Commissioners.

**IN THE MATTER OF APPROVING ENGAGEMENT LETTER
WITH DINSMORE & SHOHL, LLP, TO ACT AS BOND COUNSEL**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the Engagement Letter with Dinsmore & Shohl, LLP, to act as Bond Counsel regarding the \$5,000,000.00 Building Improvement and Renovation Bond Anticipation Notes, Series 2017 of the County of Belmont, Ohio dated November 1, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE
ISSUANCE OF NOT TO EXCEED \$5,000,000 OF NOTES TO PAY PART OF
THE COST OF ACQUIRING AND RENOVATING TWO BUILDINGS TO HOUSE
AGENCIES, DEPARTMENTS, BOARDS OR COMMISSIONS OF THE COUNTY,
WITH RELATED FURNITURE, FIXTURES AND EQUIPMENT**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adopt the resolution authorizing the issuance of not to exceed \$5,000,000 of notes to pay part of the cost of acquiring and renovating two buildings to house agencies, departments, boards, or commissions of the county, with related furniture, fixtures and equipment.

ENTERED IN COMMISSIONERS' JOURNAL
NO. 99, PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 8:45 o'clock a.m., on October 18, 2017, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Thomas _____ Mr. Meyer _____ Mr. Dutton _____

Absent: _____

There was presented to the Board a Certificate As To Maximum Maturity of Bonds and Bond Anticipation Notes signed by the County Auditor.

Mr. Thomas moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO
RESOLUTION NO. N/A

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$5,000,000 OF NOTES TO PAY PART OF THE COST OF ACQUIRING AND RENOVATING TWO BUILDINGS TO HOUSE AGENCIES, DEPARTMENTS, BOARDS, OR COMMISSIONS OF THE COUNTY, WITH RELATED FURNITURE, FIXTURES AND EQUIPMENT.

WHEREAS, this Board of County Commissioners of the County of Belmont, Ohio (the "County") has heretofore determined the necessity of acquiring and renovating two buildings to house agencies, departments, boards, or commissions of the Issuer, with related furniture, fixtures and equipment (the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is twenty-six (26) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from revenues, other than revenues from unvoted County property taxes, derived from leases or other agreements between the County and those agencies, departments, boards or commissions relating to the use of the Project, and on such notes from such revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues");

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$5,000,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately November 1, 2018, shall bear interest at the rate of approximately seven percent (7%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding twenty-six (26) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$5,000,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. No transfer of any Note shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "Building Improvement and Renovation Bond Anticipation Notes, Series 2017" or as otherwise provided in the Certificate of Award.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law.

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That for purposes of this resolution, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry, and (ii) physical Note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Notes "immobilized" to the custody of the Depository, and the book entry maintained by others than this County is the record that identifies the owners of beneficial interests in those Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Notes or principal and interest, and to effect transfers of Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Notes, notwithstanding any other provision of this resolution. If and as long as a book entry system is utilized with respect to any of such Notes: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Notes in book entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this County's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this resolution.

The Paying Agent and Registrar may, with the approval of this County, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this resolution, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Paying Agent and Registrar. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Notes. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this resolution.

The County Auditor is authorized and directed without further action of this Board of County Commissioners to execute, acknowledge and deliver, in the name of and on behalf of this County, a blanket letter agreement between this County and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book entry system, and to take all other actions they deem appropriate in issuing the Notes under a book entry system.

If any Depository determines not to continue to act as Depository for the Notes for use in a book entry system, this County and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this resolution. If this County and the Paying Agent and Registrar do not or are unable to do so, this County and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver Note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by this County or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 12. That at least two members of this Board of County Commissioners and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 13. That the Clerk of this Board of County Commissioners, is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 14. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 15. That this resolution shall take effect immediately upon its adoption.

Mr. Meyer seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Thomas Mr. Meyer Mr. Dutton

NAYS:

ADOPTED, this 18th day of October, 2017.

Jayne Long /s/ Clerk
Board of County Commissioners
County of Belmont, Ohio

Mr. Thomas explained this is a borrowing of \$5 million on a one-year note. He said the county, through the Port Authority, is buying the two Health Plan buildings. Present today are Judges Eric Costine (Western Division Court) and Al Davies (Eastern Division Court) and Prosecutor Dan Fry. Mr. Thomas said the intent of the Board of Commissioners is to consolidate the County Division Courts. For many years Western Court has needed a new facility and the Prosecutor is located in the same building. The Eastern/Northern County Court building in Bellaire is running out of space due to the increase in the courts' docket (number of cases). The larger of the two Health Plan buildings will house the County Courts and the Prosecutor and if space permits the Belmont County Public Defender will be housed there also. In the smaller of the building will be the Board of Elections and the Belmont County Clerk of Courts title office, both of those current offices are leased at the rate of \$100,000 per year. The intent is to move in sometime in 2018. Judge Costine said Western Court's move into their current location, twenty-seven years ago, was supposed to be temporary. It has space issues, mold issues and parking issues and the facility is deteriorating. He is happy to be in a new facility and feels there is enough room for growth for many years. Judge Davies said the move makes sense logistically and financially. He said he currently doesn't have his own Clerk or Probation Officer. He said there is no room currently for another Probation Officer but it is needed. Prosecutor Fry said they are also out of space, have no public restrooms and their building is not handicap-accessible. Mr. Fry said he appreciates what the Commissioners have done and thinks it will be a great thing for all of us.

IN THE MATTER OF APPROVING THE VERTICAL ASSETS LICENSE AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN BELMONT COUNTY AND AGILE NETWORK BUILDERS, LLC/BROADBAND ISSUES IN BELMONT COUNTY

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign the Vertical Assets License Agreement and the Memorandum of Understanding between Belmont County and Agile Network Builders, LLC, for the purpose of addressing broadband issues in Belmont County, all pursuant to Section 307.09(B) of the Ohio Revised Code.

VERTICAL ASSETS LICENSE AGREEMENT

THIS VERTICAL ASSETS LICENSE AGREEMENT ("Agreement") is by and between Belmont County, a county in the State of Ohio ("Licensor") and Agile Network Builders LLC, an Ohio limited liability company ("Licensee"), hereinafter collectively referred to as the "Parties", and is effective as of the date of full execution ("Effective Date") as evidenced by date of the last signature of the Parties below.

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- Premises.** Licensor owns and manages vertical assets in Belmont County including, but not limited to water towers and tanks and emergency communications towers, collectively referred to herein as "Property" and further described in Attachment 1. Subject to the provisions of Paragraph 2, Licensor hereby leases to Licensee all Property listed in Attachment 1 and all access and utility easements necessary or desirable therefore (collectively, "Premises") as may be described generally in Attachment 2, at no cost to Licensee and for the purpose of addressing broadband issues in Belmont County, Ohio.
- Use.** The Premises may be used by Licensee for any lawful activity in connection with the provisions of wireless communications services, including without limitation, the transmission and the reception of radio communication signals, the installation of wireless communication equipment through sublicensing agreements, and the construction, maintenance and operation of related communications facilities. Licensor agrees, at no expense to Licensor, to cooperate with Licensee, in making application

for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Licensee's intended use of the Premises.

3. Term. The term of this Agreement shall commence upon the Effective Date of this Agreement and shall terminate on the tenth anniversary of the Effective Date ("Term") unless otherwise terminated as provided herein. Licensee shall have the right to extend the Term for five (5) successive five (5) year periods ("Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Licensee notifies Licensor of its intention not to renew at least one hundred eighty (180) days prior to commencement of the succeeding Renewal Term.

4. Improvements. Licensee has the right to construct, maintain, install, repair, secure, replace, remove and operate on the Premises radio communications facilities, including but not limited to utility lines, transmission lines, ice bridge(s), air-conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefore ("Licensee Facilities"). In connection therewith, Licensee has the right to do all work necessary to prepare, add, maintain and modify the Property and Premises for Licensee's communications operations and to install utility lines and transmission lines connecting antennas to transmitters and receivers. All of Licensee's construction and installation work shall be performed at Licensee's sole cost and expense and in a good and workmanlike manner. Title to the Licensee Facilities and any equipment placed on the Premises by Licensee shall be held by Licensee or its lenders or assigns and are not fixtures. Licensee has the right to remove the Licensee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Licensee shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Licensee shall remove the Licensee Facilities from the Property.

5. Access and Utilities. Upon the Effective Date of this Agreement, Licensor shall provide Licensee, Licensee's employees, agents, contractors, subcontractors and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge to Licensee. Licensor grants to Licensee, and Licensee's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Property, and such right and easement may be described generally in Attachment 2. Licensee shall provide Licensor with written notice of plans to access the Premises prior to entry of the Premises. Interference. Licensee shall operate the Licensee Facilities in compliance with all Federal Communications Commission ("FCC") requirements including those prohibiting interference to communications facilities of Licensor or other lessees or licensees of the Property, provided that the installation and operation of any such facilities pre-date the installation of the Licensee Facilities. Subsequent to the installation of the Licensee Facilities, Licensor will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Property or property contiguous thereto owned or controlled by Licensor, if such modifications are likely to cause interference with Licensee's operations. Licensee reserves the right to review and approve all modifications proposed by Licensor in order to ensure that said modifications are not likely to cause interference with Licensee's operations. In the event that interference occurs, Licensor agrees to use best efforts to eliminate such interference in a reasonable time period at Licensor's expense. Licensor's failure to comply with this paragraph shall be a material breach of this Agreement.

6. Safety. Lessee shall maintain the Premises in good and safe condition and repair, in accordance with normal industry standards. In no event shall Lessor have any obligations to repair or maintain any portion of the Leased Premises or the Lessee Facilities. However, should Lessor, its agents, employees, or contractors be a direct cause of damage, through willful act or negligence, to the Lessee Facilities, Lessor shall promptly reimburse Lessee for the costs of all repairs and maintenance required to repair such damage.

7. Taxes. Licensee shall pay personal property taxes assessed against the Licensee Facilities and Licensor shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises or this Agreement.

8. Termination.

8.1. This Agreement may be terminated without further liability upon thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice.

8.2. This Agreement may also be terminated by Licensee without further liability after five (5) years of the initial ten year term, or upon sixty (60) days prior written notice if Licensee is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Licensee from installing, sublicensing, removing, replacing, maintaining or operating the Licensee Facilities or using the Premises in the manner intended by Licensee.

9. Destruction or Condemnation. If the Premises or Licensee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Licensee may elect to terminate such Premises or Licensee Facilities as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Licensor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.

10. Insurance; Subrogation; and Indemnity.

10.1. Licensee shall provide Commercial General Liability Insurance in an aggregate amount of Two Million and No/100 Dollars (\$2,000,000.00). Licensee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Licensee may maintain. Licensee shall maintain workers compensation insurance providing the statutory benefits and employers liability with a limit of One Million and 00/100 Dollars (\$1,000,000) each accident/disease/policy limit.

10.2. Licensor, at Licensor's sole cost and expense, shall procure and maintain CGL insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Licensor, its employees and agents arising out of or in connections with Licensor's use, occupancy and maintenance of the Property. Within thirty (30) days following the Effective Date, Licensor shall provide Licensee with a Certificate of Insurance evidencing the coverage required by this Section. Licensee shall list Licensor as an Additional Insured on General Commercial General Liability Insurance as well as provide Licensor with a Certificate of Insurance evidencing the coverage.

10.3. Licensor and Licensee hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first-party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

10.4. To the extent allowable by Ohio law, Licensor and Licensee shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party or its agents, employees or contractors in or about the Property. The duties described in this Paragraph 10.4 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

11. Assignment. Licensee may assign this Agreement with notice to Licensor.

12. Subletting. Licensee may sublet the Properties subject this Agreement.

Title and Quiet Enjoyment.

12.1. Licensor represents and warrants that (i) it has full right, power, and authority to execute this Agreement, (ii) Licensee may peacefully and quietly enjoy the Premises and such access thereto, provided that Licensee is not in default hereunder after notice and expiration of all cure periods, (iii) it has obtained all necessary approvals and consents, and has taken all necessary action to enable Licensor to enter into this Agreement and allow Licensee to install and operate communications facilities on the Premises, including without limitation, approvals and consents as may be necessary from other Licensees, licensees and occupants of Licensor's Property, and (iv) the Property and access rights are free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date.

12.2. Licensee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Licensee, such title report shows any defects of title or any liens or encumbrances which

may adversely affect Licensee’s use of the Premises, Licensee shall have the right to terminate this Agreement immediately upon written notice to Licensor.

13. Environmental. As of the Effective Date of this Agreement: (1) Licensee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any applicable law or regulation, and

(2) Licensor hereby represents and warrants that: (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any applicable law or regulation; (ii) no notice has been received by or on behalf of Licensor from any governmental entity or any person or entity claiming any violation of any applicable environmental law or regulation in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any applicable law or regulation. Without limiting Paragraph 11.4, Licensor and Licensee shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys’, engineers’, consultants’ and experts’ fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 15 by such party; and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Licensee, from operations in or about the Property by Licensee or Licensee’s agents, employees or contractors, and in the case of Licensor, from the ownership or control of, or operations in or about, the Property by Licensor or Licensor’s predecessors in interest, and their respective agents, employees, contractors, Licensees, guests or other parties. The provisions of this Paragraph 15 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. “Hazardous Material” as used herein means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any applicable environmental law or regulation, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinatedbiphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any applicable environmental law or regulation.

14. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

LICENSEE	With a copy to:	LICENSOR
Agile Network Builders LLC 213 Market Avenue N, Suite 310 Canton, Ohio 44702 888.494.0549		Belmont County 101 West Main Street, St. Clairsville, Ohio 43950 740.699.2155

Licensor or Licensee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

15. Marking and Lighting. Licensor shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration (“FAA”) and the FCC. Should Licensee be cited because the Property is not in compliance and should Licensor fail to cure the conditions of noncompliance, Licensee may either terminate this Agreement or proceed to cure the conditions of noncompliance at Licensor’s expense.

16. Miscellaneous.

16.1. The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney’s fees and court costs, including appeals, if any.

16.2. If any provision of the Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.3. Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

16.4. This Agreement shall be governed under law of the State of Ohio, and be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

16.5. A Memorandum of Agreement in the form attached hereto as Attachment 3 may be recorded by Licensee confirming the (i) effectiveness of this agreement, (ii) expiration date of the Term, (iii) the duration of any Renewal Terms, and/or other reasonable terms consistent with this Agreement.

16.6. All Attachments and Exhibits referred herein are incorporated herein for all purposes.

16.7. This Agreement constitutes the entire Agreement between the Parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.

16.8. Licensee agrees not to disclose, without the written consent of Licensor, any of the terms of this Agreement or any other written agreement between the parties relating to the privileges granted herein, except as required by governmental authority, in which case Licensee shall inform Licensor prior to divulging such information.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date last below written.

LICENSOR:

Belmont County, Ohio
Signature: Mark A. Thomas /s/
Name: Mark A. Thomas
Title: Commissioner-Belmont County OH
Date: 10-18-17
Signature: J. P. Dutton /s/
Name: J. P. Dutton
Title: Commissioner-Belmont County OH
Date: 10-18-17
Signature: Josh Meyer /s/
Name: Josh Meyer
Title: Commissioner-Belmont County OH
Date: 10-18-17

LICENSEE:

Agile Network Builders LLC
Signature: _____
Name: Kyle Quillen
Title: CEO
Date: _____

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of the 18th day of October 2017, between Agile Network Builders, LLC (“Agile”), an Ohio limited liability company, located at 213 Market Avenue North, Suite 310, Canton, Ohio 44702, and Belmont County, Ohio (“Belmont County”), a county of the State of Ohio, whose county offices are located at 101 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to collectively as “Parties” and individually as “Party.”

WITNESSETH:

WHEREAS, Belmont County seeks to enhance broadband connectivity within the county in order to address areas that remain disconnected from high-speed Internet and to spur economic development within the county;

WHEREAS, Agile delivers innovative broadband connectivity solutions in order to empower individuals and transform communities;
WHEREAS, Agile is capable of providing the broadband connectivity that Belmont County seeks; and
WHEREAS, Belmont County desires for Agile to expand broadband connectivity within the county by utilizing existing and future vertical and non-vertical assets that are owned by the county.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

1.0 Background and Purpose

The Parties entered into a Vertical Asset License Agreement (“Agreement”) as of the 18th day of October 2017. The terms of the Agreement are incorporated herein.

This MOU represents a collaborative effort between Agile and Belmont County to expand broadband in Belmont County. The purpose of this MOU is to define the roles, responsibilities, expectations, and services to be delivered by each Party under this MOU and the Agreement.

1. Agile Responsibilities

- 2. Agile will market, sublicense, and leverage Belmont County’s vertical assets as further described in section 3.1 of this MOU and in the Agreement.
- 3. Agile will expand broadband connectivity utilizing the vertical assets detailed in section 2.1 of this MOU using the following schedule:
 - 3.a. Within three (3) months upon execution of this MOU and the Agreement, Agile will deliver broadband connectivity by utilizing the existing Multi-Agency Radio Communication System (“MARCS”) towers in Belmont County (Phase 1 - see Attachment 1).
 - 3.b. Within six (6) months upon execution of this MOU and the Agreement, Agile will expand broadband connectivity in Belmont County through collocations on existing telecommunications towers in Belmont County (Phase 2 - see Attachment 1).
 - 3.c. Within twelve (12) months upon execution of this MOU and the Agreement, Agile will further expand broadband connectivity in Belmont County through collocations on water towers in Belmont County (Phase 3 - see Attachment 1).
 - 3.d. Other vertical assets will be utilized to expand broadband connectivity in Belmont County as needed and where economically viable, as determined by Agile.
- 4. Agile, or through an affiliate or subsidiary, or via a partnership, will provide residential and business broadband services at speeds that are, at a minimum, comparable to existing broadband offers in Belmont County, with a goal of providing broadband speeds that meet or exceed Federal Communications Commission (“FCC”) defined broadband speeds as of the date of execution of this MOU.

1. Belmont County Responsibilities

- 2. Belmont County shall make available upon execution of the Agreement to Agile any and all currently existing and all future vertical assets in the county as described in the Agreement.
- 3. Belmont County shall make available to Agile upon execution of the Agreement any and all currently existing and all future non-vertical assets in the county, including, but not limited to, conduit, poles, fiber, manholes, and land, at no charge to Agile, along with the right for Agile to market, sublicense, and leverage these assets to third-party carriers to expand carrier networks in Belmont County.
- 4. Prior to entering into a lease agreement with a third party, Belmont County shall receive approval from Agile of the third party’s design(s) in order to ensure that the third party’s design(s) are not likely to interfere with Agile’s operations. In the event that such interference occurs, Belmont County shall remedy the interference at its own expense.

1. Term and Termination

- 2. This MOU shall be effective as of the last date that all Parties have signed below.
- 3. This MOU shall be coterminous with the Agreement.
- 4. At such time that Belmont County’s existing telecommunications contracts for telephone and Internet service expire, Belmont County shall enter into contracts with Agile through Agile’s State of Ohio Master Services Agreement for the telecommunications services that Belmont County wishes to continue. The term of such contracts shall be sixty (60) months.
- 5. This MOU may be terminated by Belmont County upon thirty (30) days prior written notice to Agile in the event that Agile does not provide broadband connectivity in accordance with section 2.2 of this MOU (“Default”) and does not cure such Default within ninety (90) days of receipt of the written notice from Belmont County, except that this MOU shall not be terminated if the Default cannot reasonably be cured within such ninety (90) day period and Agile has commenced to cure the Default within such ninety (90) day period and diligently pursues the cure to completion.

1. Progress Reports

- 2. The Parties shall meet at least monthly, on agreed upon dates and at agreed upon locations, or via phone, to review the progress and activities undertaken by Agile to expand broadband connectivity in Belmont County.
- 3. Either Party may call additional meetings as required.

1. MOU Modifications

- 2. This MOU may be modified by the written agreement between the Parties. Modifications shall be executed as amendments to the original MOU.

1. Liability

- 2. Neither Party shall be liable to the other Party or an end user for any damage arising out of any event that is beyond the control of such Party. Each Party represents and warrants that it shall be responsible for any and all claims, damages, liabilities, costs and expenses caused by it and/or the wrongful acts, omissions or negligence of that Party, its agents and/or employees, and/or arising out of any breach or alleged breach by it of any other provision hereof.

1. Assignment

- 2. Parties may assign this MOU with prior notification to the other Party.

1. Notices

- 2. All routine notices, announcements and other related communication may be provided electronically between the Parties to the electronic mail address(es) specified by each Party in 9.2.
- 3. Any requested amendments to this MOU shall require written notice. Such notice(s) shall be delivered to the mailing addresses designated for each Party below. Such notice shall be considered effective if sent by certified mail, return receipt requested, or by any commercial courier service providing a record of receipt to the Party that sent the initial correspondence.

Notices to Agile:

213 Market Avenue North Suite 310
Canton, Ohio 44702 Contracts@agilenetworks.com
Notices to Belmont County: 101 West Main Street
St. Clairsville, Ohio 43950

mark.thomas@co.belmont.oh.us, josh.meyer@co.belmont.oh.us, and jp.dutton@co.belmont.oh.us

- 4. The Parties may change the electronic mail address(es) specified in section 9.2 by providing advance written notice to the other Party.

10.0 Applicable Laws

The terms and conditions of this agreement shall be construed in accordance with the applicable laws and rules of the State of Ohio and the United States, and only Ohio courts shall have jurisdiction over any action or proceeding concerning this agreement and/or performance hereunder.

This MOU is hereto agreed upon by the Parties as evidenced by the signatures below:

Kyle Quillen /s/

Kyle Quillen, CEO
Agile Network Builders, LLC
Mark A. Thomas /s/

11-2-17

Date
10/18/17

October 18, 2017

Mark A. Thomas
Commissioner-Belmont County, Ohio
J. P. Dutton /s/

Date

10/18/17

J. P. Dutton
Commissioner-Belmont County, Ohio
Josh Meyer /s/

Date

10/18/17

Josh Meyer
Commissioner-Belmont County, Ohio

Date

Upon roll call the vote was as follows:

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

Mr. Thomas introduced Vince Little, VP of Operations and Kyle Quillen, Founder, CEO, from Agile who were present and a press release was passed out. Mr. Thomas said the Board of Commissioners have been working with the Port Authority to be pro-active to find partners who will help provide our residents and commercial businesses increased, better, more affordable access to broadband internet. They have met with various companies and the goal is to have as much affordable internet service to the county as possible. They are going to try to target the more rural areas of the county first. Agile will be using vertical assets of the county such as water tanks and any other vertical assets the county may have to get internet service to the rural parts of the county. Mr. Thomas said, "If we continue to grow and if we want to continue to grow, at the rate we want to do it, this piece of infrastructure is just as important as roads, bridges, water and sewer." Mr. Quillen said this is a first step in a long process. He said Agile has already established significant infrastructure in Belmont County as well as a proven track record of facilitating more broadband development as a whole. He agrees it will have economic development impact to the county. He said in past projects he has worked on, houses have been sold, doctors have moved in to the county and businesses have increased their workforce. Larry Merry, Port Authority Director, said from an economic development standpoint, Belmont County can grow. Kids need internet service to do homework and send it in. People will be moving to the community, businesses will be locating to areas that are not adequately serviced. This is one step in making Belmont County competitive and a welcome place to people and bring professionals to the community. Mr. Dutton said the Board made a list of things they wanted to accomplish regarding economic development at the beginning of the year and this was pretty high on the list and they are proud to have this agreement in place.

Open Public Forum-None

RECESS UNTIL 11:45

Reconvened at 11:45 a.m. Present: Commissioners Thomas, Dutton and Meyer, and Jayne Long, Clerk.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:47 A.M.

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation of public employees.

Upon roll call the vote was as follows:

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

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

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

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:51 A.M.

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session with Vince Gianangelli, Executive Director, and Lori O'Grady, HR Manager, DJFS and Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(4) Collective Bargaining Exception.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:00 P.M.

Motion made by Mr. Thomas, seconded by Mr. Dutton to exit executive session at 1:00 p.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

October 18, 2017

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:00 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adjourn the meeting at 1:00 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 25th day of October, 2017.

Mark A. Thomas /s/ _____

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

We, Mark A. Thomas and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Mark A. Thomas /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK