

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 \$468,066.76**

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**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0082-A002-C20.010 Supplies	E-0082-A002-C32.010 Supplies	\$5,000.00
E-0131-A006-A04.002 Road-Salaries	E-0131-A006-A25.000 Housing of Prisoners	\$15,000.00

**BCSSD/VARIOUS FUNDS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P17.002 Salaries	E-3702-P005-P21.000 Materials	\$25,000.00
E-3702-P005-P17.002 Salaries	E-3702-P005-P23.011 Services	\$75,000.00
E-3705-P053-P01.002 Salaries	E-3705-P053-P07.011 Services	\$30,000.00
E-3705-P053-P01.002 Salaries	E-3705-P053-P09.000 Sewage Disposal	\$100,000.00

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S51.002 Salaries	E-8010-S030-S55.010 Supplies	\$1,000.00

**W80 PROSECUTORS-VICTIM ASSIST PROGRAM**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1511-W080-P01.002 Salaries	E-1511-W080-P07.006 Hospitalization	\$184.00
E-1511-W080-P06.004 Workers Comp	E-1511-W080-P07.006 Hospitalization	\$375.70
E-1511-W080-P06.004 Workers Comp	E-1511-W080-P08.005 Medicare	\$24.20

**W82 D.R.E.T.A.C./TREASURERS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1410-W082-T09.011 Contract Services	E-1410-W082-T01.002 Salaries	\$12,000.00

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:

**P05 WWS #3 REVENUE FUND AND OTHER VARIOUS FUNDS/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$19,500.00
E-3702-P005-P34.074 Transfers Out	R-9251-O051-O10.574 Transfers In	\$32,500.00
E-3702-P005-P34.074 Transfers Out	R-9252-O052-O10.574 Transfers In	\$11,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS FOR SEPTEMBER & OCTOBER, 2018**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for Hospitalization Chargebacks for September & October, 2018.

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	9,462.04
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	20,222.12
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	34,661.10
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	12,801.08
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00

E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,690.02
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	0.00
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	2,690.02
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	6,400.54
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	5,380.04
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	894.94
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	8,070.06
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	106,815.15
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	154,649.08
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	13,853.18
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,690.02
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	7,421.04
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	47,679.54
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	15,491.10
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	5,918.04
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	88,309.52
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	8,951.79
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	2,690.02
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	2,690.02
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	2,690.02
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	29,637.19
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,020.50
	<b>WATER DEPARTMENT</b>		
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	43,663.33
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	15,843.76
	<b>COUNTY HEALTH</b>		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	14,026.73
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	134.50
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	2,365.52
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	2,183.20
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	556.58
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	0.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	607.60

E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	2,421.02
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	403.50
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	0.00
	<b>Juv Court/Grants</b>		
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	0.00
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	1,020.50
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	9,090.56

TOTALS 686,094.97

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE DELTA DENTAL CHARGEBACKS FOR  
THE MONTHS OF AUGUST & SEPTEMBER, 2018**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for the Delta Dental Chargebacks for the months of August & September, 2018.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	18,993.40
E-0170-A006-G10.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	408.00
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	473.18
E-0400-M060-M64.008 CARE & CUSTODY	R-9891-Y091-Y07.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	205.76
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	308.64
E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS	R-9891-Y091-Y07.500	205.76
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	24.08
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	33.80
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	99.98
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	135.44
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	34.96
E-2232-F084-F02.008 Nursing Fund	R-9891-Y091-Y07.500	190.34
E-2233-F085-F01.002 Child & Family Health Services	R-9891-Y091-Y07.500	2.96
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	447.17
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	205.76
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	0.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,676.74
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00

E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	524.62
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	102.88
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y07.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	102.88
E-1600-B000-B13.006 DOG & KENNEL	R-9891-Y091-Y07.500	294.90
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	205.76
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	37.70
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	308.64
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,646.08
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	0.00
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	229.72
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	140.58
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	2,318.68
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	640.54
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	514.40
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	3,778.74
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	473.18
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,371.62
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	37.70
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y07.500	<u>0.00</u>
<b>TOTAL</b>		<b>36,688.99</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE VISION INSURANCE CHARGEBACKS  
FOR THE MONTHS OF AUGUST & SEPTEMBER, 2018**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for the Vision Insurance Chargebacks for the months of August & September, 2018.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	5,242.68
E-0170-A006-G10.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	117.54
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	133.20

October 3, 2018

E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	12.06
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	83.16
E-0400-M060-M64.008 CARE & CUSTODY	R-9891-Y091-Y06.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	55.44
E-0400-M078-M02.008 RANDOM MOMENTS	R-9891-Y091-Y06.500	55.44
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	468.90
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	135.00
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	1,034.82
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	27.72
E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED	R-9891-Y091-Y06.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	27.72
E-1600-B000-B13.006 DOG & KENNEL	R-9891-Y091-Y06.500	81.36
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	55.44
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	6.66
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	39.62
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	9.24
E-2232-F084-F02.008 NURSING FUND	R-9891-Y091-Y06.500	51.30
E-2233-F085-F01.002 CHILD & FAMILY HEALTH SERV.	R-9891-Y091-Y06.500	0.94
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	38.40
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	14.43
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	55.44
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	120.84
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	83.16
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	443.52
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	0.00
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	65.70
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	571.32
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	178.38
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	644.14
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	177.92
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	138.60

E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	133.20
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	379.08
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y06.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>12.06</u>
<b>TOTAL</b>		<b>10,805.31</b>

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 October 3, 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:

**COUR OF COMMON PLEAS/PROBATE & JUVENILE DIVISION**-Judge Davies to Columbus, OH, on November 29-30, 2018, to attend the Ohio Association of Juvenile Court Judges Annual meeting.

**SSOBC**-Sue Neavin to Adena, OH, on November 15, 2018, for a senior outing to Altercare. A county vehicle 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 September 26, 2018.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT WITH WILLIAMS OHIO VALLEY MIDSTREAM, LLC/ENGINEERS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into **Roadway Use and Maintenance Agreement** with Williams Ohio Valley Midstream, LLC, effective October 3, 2018, for pipeline or drilling activities for use of the following roads for the Harrison Hub Pipeline:

- 2.26 miles of Gun Club Road (CR-66)
- 1.45 miles of Unity Church Road (CR-64)
- 0.94 miles of Crabapple Road (CR-10)
- 3.14 miles of Vineyard Road (CR-56)
- 3.14 miles of Glencoe Road (CR-5)
- 2.39 miles of Wegee Road (CR-48)
- 1.42 miles of Pipe Creek Road (CR-54)

*Note: Bond #9280142 for \$3 million on file.*

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

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between **THE BELMONT COUNTY COMMISSIONERS**, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and **WILLIAMS OHIO VALLEY MIDSTREAM, LLC** whose address is Park Place Corporate Center 2, 2000 Commerce Drive, Pittsburgh, PA 15275 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within Smith, Mead, Richland, and Wheeling Townships in Belmont County, Ohio and is required by law to keep such roads in good repair; and

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Harrison Hub Pipeline, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Harrison Hub Pipeline (hereafter collectively referred to as "oil and gas development site") located in Smith, Mead, Richland, and Wheeling Townships in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use 2.26 miles of Gun Club Road (CR-66), 1.45 miles of Unity Church Road (CR-64), 0.94 miles of Crabapple Road (CR-10), 3.14 miles of Vineyard Road (CR-56), 3.14 miles of Glencoe Road (CR-5), 2.39 miles of Wegee Road (CR-48) and 1.42 miles of Pipe Creek Road (CR-54) for the purpose of ingress to and egress from the pipeline or drilling facilities for the Harrison Hub Pipeline, for traffic necessary for the purpose of constructing the pipeline or drilling facilities, (hereinafter referred to collectively as "Pipeline or Drilling Activity"); and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline or Drilling Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 3 below shall apply;

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Pipeline or Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline or Drilling Activity related to such sites.

**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Pipeline or Drilling Activity, prior to the start of Pipeline or Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

**BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

1. The portion of **Gun Club Road (CR-66)** to be utilized by Operator hereunder, is that exclusive portion beginning at **the intersection with Uniontown-Flushing Road (SR-331) continuing northerly 2.26 miles to the Belmont/Harrison County Line.** It is understood and agreed that the Operator shall not utilize any of the remainder of **Gun Club Road (CR-66)** for any of its Pipeline or Drilling Activities hereunder.

The portion of **Unity Church Road (CR-64)** to be utilized by Operator hereunder, is that exclusive portion beginning at **the intersection with Gun Club Road (CR-66) and continuing northerly 1.45 miles to the intersection with Fairpoint-New Athens Road (SR-9).** It is understood and agreed that the Operator shall not utilize any of the remainder of **Unity Church Road (CR-64)** for any of its Pipeline or Drilling Activities hereunder.

The portion of **Crabapple Road (CR-10)** to be utilized by Operator hereunder, is that exclusive portion beginning at **the intersection with Bannock-Uniontown Road (SR-331) continuing easterly 0.94 miles to the construction access roads.** It is understood and agreed that the Operator shall not utilize any of the remainder of **Crabapple Road (CR-10)** for any of its Pipeline or Drilling Activities hereunder.

The portion of **Vineyard Road (CR-56)** to be utilized by Operator hereunder, is that exclusive portion beginning at **the intersection with Provident-Fairpoint Road (SR-9) and continuing westerly 3.14 miles to the intersection with National Road (US-40).** It is understood and agreed that the Operator shall not utilize any of the remainder of **Vineyard Road (CR-56)** for any of its Pipeline or Drilling Activities hereunder.

The portion of **Glencoe Road (CR-5)** to be utilized by Operator hereunder, is that exclusive portion beginning at **the intersection with Warnock-St. Clairsville Road (SR-9) and continuing southerly 3.14 miles to the construction access roads.** It is understood and agreed that the Operator shall not utilize any of the remainder of **Glencoe Road (CR-5)** for any of its Pipeline or Drilling Activities hereunder.

The portion of **Wegee Road (CR-48)** to be utilized by Operator hereunder, is that exclusive portion beginning at **the intersection with Key-Bellaire Road (SR-147) and continuing southerly 2.39 miles to the construction access roads.** It is understood and agreed that the Operator shall not utilize any of the remainder of **Wegee Road (CR-48)** for any of its Pipeline or Drilling Activities hereunder.

The portion of **Pipe Creek Road (CR-54)** to be utilized by Operator hereunder, is that exclusive portion beginning at **the intersection with Powhatan-Shadyside Road (SR-7) and continuing westerly 1.42 miles to the intersection with Kirkland Hill Road (TR-293).** It is understood and agreed that the Operator shall not utilize any of the remainder of **Pipe Creek Road (CR-54)** for any of its Pipeline or Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline or Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline or Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline or Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline or Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline or Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless accepted for the reasons provided below, prior to the Pipeline or Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline or Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$3,000,000 & 00/100 DOLLARS (\$400,000.00 per mile asphalt; \$200,000 per mile chipseal, \$100,000 per mile gravel). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.

- 12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
- 13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- 14. Agreement shall be governed by the laws of the State of Ohio.
- 15. This Agreement shall be in effect on October 3, 2018.

Executed in duplicate on the dates set forth below.

**Authority**

By: J. P. Dutton /s/  
Commissioner

By: Mark A. Thomas /s/  
Commissioner

By: Josh Meyer /s/  
Commissioner

By: Terry Lively /s/  
County Engineer

Dated: 10-3-18

Approved as to Form:

David K. Liberati /s/ Assist. P. A.  
County Prosecutor

Upon roll call the vote was as follows:

**Operator**

By: Scott Hrivnak /s/

Printed Name: Scott Hrivnak

Company Name: Williams Ohio Valley Midstream, LLC

Title: Engineer III

Dated: 9/25/18

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

**IN THE MATTER FO APPROVING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR DEBORAH A. CALTRIDER/BELOMAR**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Deborah A. Caltrider for a mortgage deed dated January 22, 2003, as recorded in Volume 0883, pages 612-615 in the Belmont County Recorder's Office based upon the recommendation of Rick Healy, Belomar Regional Council.

**SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT**

The undersigned hereby certifies that a certain mortgage deed(s) dated January 22, 2003, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0883 at pages 612-615, and executed by Deborah A. Caltrider to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

Oct. 3, 2018

Date

Belmont County Commissioners:  
 By: J. P. Dutton /s/  
 J. P. Dutton, President  
Josh Meyer /s/  
 Josh Meyer  
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 FO APPROVING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR SARAH D. HOOPER/BELOMAR**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Sarah D. Hooper for a mortgage deed dated December 14, 2007, as recorded in Volume 0135 pages 112-115 in the Belmont County Recorder's Office based upon the recommendation of Rick Healy, Belomar Regional Council.

**SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT**

The undersigned hereby certifies that a certain mortgage deed(s) dated December 14, 2007, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0135 at pages 112-115, and executed by Sarah D. Hooper to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

Oct. 3, 2018

Date

Belmont County Commissioners:  
 By: J. P. Dutton /s/  
 J. P. Dutton, President  
Josh Meyer /s/  
 Josh Meyer  
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 DONATION OF EMA'S 1982 INTERNATIONAL 66-PASSENGER BUS TO MONROE COUNTY EMA**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the donation of Belmont County Emergency Management Agency's 1982 International 66-passenger mobile command bus, VIN 1HVBA1722CHB23594, to Monroe County EMA, per Ohio Revised Code, 307.12(D), based upon the recommendation of Director Dave Ivan.

*Note: This vehicle was recently replaced by a 2018 Cherokee Travel Trailer.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF DISCONTINUING CLOTHING ALLOWANCE FOR THE BELMONT COUNTY JAIL NURSING STAFF**

Motion made by Mr. Dutton, seconded by Mr. Meyer to discontinue the clothing allowance for the Belmont County Jail Nursing Staff.

Upon roll call the vote was as follows:

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



October 3, 2018

**IN THE MATTER OF APPROVING QUOTE FORM FINLEY FIRE EQUIPMENT/CORONER**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the quote from Finley Fire Equipment in the amount of \$13,306.04 for two (2) self-contained breathing apparatus (SCBA) and necessary appurtenances for the Belmont County Coroner.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM STAPLES/PUBLIC DEFENDER**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the quote from Staples in the amount of \$649.98 for one (1) Dell Inspiron 15 laptop, Norton anti-virus system and 2 year PC protection plan for the Belmont County Public Defender.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION OF OPPOSITION TO STATE ISSUE 1**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adopt the Resolution of Opposition to State Issue 1.

***Resolution of Opposition to State Issue 1***

**WHEREAS**, Ohio voters will be faced with evaluating a proposed amendment to the Ohio Constitution known as Issue 1 on November 6, 2018; and

**WHEREAS**, Issue 1 would require sentence reductions of incarcerated individuals, except individuals incarcerated for murder, rape, or child molestation, by up to 25% if the individual participates in rehabilitative, work, or educational programming; and

**WHEREAS**, Issue 1 would mandate that criminal offenses of obtaining, possessing, or using any drug such as fentanyl, heroin, methamphetamine, cocaine, LSD, and other controlled substances cannot be classified as a felony, but only a misdemeanor; and

**WHEREAS**, Issue 1 would prohibit jail time as a sentence for obtaining, possessing, or using such drugs until an individual's third offense within 24 months; and

**WHEREAS**, Issue 1 would allow an individual convicted of obtaining, possessing, or using any such drug prior to the effective date of the amendment to ask a court to reduce the conviction to a misdemeanor, regardless of whether the individual has completed the sentence; and

**WHEREAS**, Issue 1 would require any available funding, based on projected savings, to be applied to state-administered rehabilitation programs and crime victim funds; and

**WHEREAS**, Issue 1 would require a graduated series of responses, such as community service, drug treatment, or jail time, for minor, non-criminal probation violations; and

**WHEREAS**, Issue 1 will not increase treatment options for Belmont County citizens, past experience with grant funding has demonstrated that the one size fits all approach doesn't work in Belmont County; and

**WHEREAS**, Issue 1 will not protect Belmont County neighborhoods, by removing the negative consequence of drug use, addicts will have the freedom to use with impunity, and further, Issue 1 reduces sentences for violent criminals and drug dealers, thereby putting them back on our streets; and

**WHEREAS**, treatment for addiction is not provided or required by Issue 1, an addict is on his own in getting sober; and

**WHEREAS**, Issue 1 will likely increase the number of children in the custody of the Belmont County Department of Job and Family Services by leaving addicts in crisis on the streets to continue to use, and Belmont County taxpayers will be left to care for the children affected by their parents' conduct; and

**WHEREAS**, Issue 1 will shift the financial burden from the State to Belmont County, thereby damaging Belmont County's fiscal health and increasing the tax burden on Belmont County citizens; and

**WHEREAS**, Issue 1 cannot be readily corrected, since it is a Constitutional Amendment.

**NOW, THEREFORE BE IT RESOLVED**, the Board of Commissioners of Belmont County, Ohio declares its opposition to Issue 1 and urges all citizens in Belmont County to vote NO on State Issue 1 on the November 6, 2018 ballot.

Adopted this 3<sup>rd</sup> day of October, 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

**RECESS**

**9:30 Domestic Violence Awareness Month Proclamation**

**Present: Cathy Campbell, Tri-County Help Center Executive Director and Melinda Dobbs, Belmont County Court Advocate**

**IN THE MATTER OF ADOPTING THE PROCLAMATION DECLARING OCTOBER DOMESTIC VIOLENCE AWARENESS MONTH**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adopt the Domestic Violence Awareness Month Proclamation.

**WHEREAS**, the problem of domestic violence affects all citizens of Belmont County, and is not confined to any group or groups of people, but crosses all racial, social, religious, sexual orientation, ethnic, geographic and economic groups; and

**WHEREAS**, 1 in 3 teenagers, 1 in 7 men and 1 in every 4 women aged 18 and older have been victims of physical violence by an intimate partner, and domestic violence is still the leading cause of injury to women; and

**WHEREAS**, Tri-County Help Center, Inc. provides safety, healing and freedom from Domestic Violence through a range of services including a confidential residential emergency shelter, crisis hot line, court and hospital advocacy, counseling, case management, referrals; and

**WHEREAS**, domestic violence is an ongoing problem in our county, where in the year 2017 over 821 primary victims received services from Tri-County Help Center, Inc. and 36 survivors and their children were provided with 1,091 nights of emergency shelter; and

**WHEREAS**, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse and domestic abusers should be punished to the full extent of the law; and

**WHEREAS**, survivors of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can escape the cycle of abuse; and

**WHEREAS**, it is important to recognize the compassion and dedication of the individuals who provide service to victims of domestic violence and work to increase public understanding of this significant problem.

**NOW, THEREFORE, BE IT RESOLVED**, the Belmont County Commissioners do hereby recognize October as "Domestic Violence Awareness Month". This month let us remember the victims of domestic violence; celebrate the survivors and work together to eliminate domestic violence from our community.

Adopted this 3<sup>rd</sup> day of October, 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

**RECESS**

**10:00 Anthony Atkins, Belmont County GIS Director**

**Re: Department Update**

Present: Terry Lively, County Engineer; Dan Boltz, Assistant Engineer; Frank Shaffer and Mark Cervelli, Pultney Township Trustees; Robert DeFrank, Times Leader; D.K. Wright, Channel 7; Channel 9.

Mr. Atkins gave a power point presentation and explained, "GIS stands for Geographic Information System and it's to visualize data by making spreadsheets come to life. In other words, we make maps. GIS can be used for decision making in real world application, such as energy forecasting, agriculture efficiency, aviation safety, public health, water management, disaster management, homeland security, coastal management; that is just a few." Mr. Atkins said they currently use GIS for parcel data that can be used by the public. He also maintains oil and gas well locations. The department has disaster emergency management mapping and crime analysis is also possible with GIS. Mr. Atkins said he works very closely with 911; they maintain the data base and share it with the GIS department. "911's actually one of the main contributors and users of the county GIS, and we work closely together in maintaining our datasets," said Mr. Atkins.

**RECESS**

**10:49 Gabe Hays, Wallace Pancher Group**

**Re: Courthouse Plaza Renovation Update**

Present: Robert DeFrank, Times Leader

Mr. Hays gave an update on the Courthouse Plaza renovation. He said a surveyor is working on an extension survey so complete drawings are not yet done. He has some preliminary sketches for review. They proceeded outside to the plaza to view the proposed project area.

**IN THE MATTER OF ENTERING**

**EXECUTIVE SESSION AT 11:45 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Prosecutor Dan Fry and Assistant Prosecutor Dave Liberati (via phone) pursuant to ORC 121.22(G)(2) to consider the purchase of property for public purposes and ORC 121.22(G)(3) to discuss imminent court action.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING**

**EXECUTIVE SESSION AT 12:13 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Thomas to exit executive session at 12:13 p.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN**

October 3, 2018

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 12:15 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Thomas to adjourn the meeting at 12:15 p.m.  
Upon roll call the vote was as follows:

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

October 3, 2018

Read, approved and signed this 10<sup>th</sup> day of October, 2018.

Commissioner J. P. Dutton - Absent

Mark A. Thomas /s/ COUNTY COMMISSIONERS

Josh Meyer /s/

We, Josh Meyer and Jayne Long, Vice-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.

Josh Meyer /s/ VICE-PRESIDENT

Jayne Long /s/ CLERK