St. Clairsville, Ohio

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

## <u>MEETINGS ARE NOW BEING RECORDED</u> <u>ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS</u> <u>PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.</u>

# **IN THE MATTER OF APPROVING RECAPITULATION**

**OF VOUCHERS FOR THE VARIOUS FUNDS** 

Motion made by Mr. Meyer, seconded by Mr. Echemann 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 \$868,917.70**

Upon roll call the vote was as follows:

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

## **IN THE MATTER OF TRANSFERS WITHIN FUND**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the following transfers within fund for the following funds: A00 GENERAL FUND

AND GENERAL FUND		
FROM	ТО	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E- 0061-A002-B02.002 Salaries	\$7,524.24
E-0131-A006-A03.002 Jail Salaries	E-0131-A006-A25.000 Housing of Inmates	\$69,040.00
E-0257-A017-A00.000 Contingencies	E-0257-A015-A15.074 Transfers Out	\$16,064.43
S77 COMM BASED CORRECTIONS ACT	GRANT	
FROM	ТО	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$508.70
Upon roll call the vote was as follows:		
	Mr. Dutton Yes	
	Mr. Meyer Yes	
	Mr. Echemann Yes	
IN THE MATTER OF TRANSFERS BETW	EEN FUND	
	by Mr. Meyer to approve the following transfers betwee	n funds as follows:
A00 GENERAL FUND AND W80 PROSEC	UTORS- VICTIM ASSISTANCE PROGRAM	
FROM	ТО	AMOUNT

I'KOWI	10		AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1511-W080-	-P07.574 Transfers In	\$16,064.43
**Required cash match for Gran	nt Number: 2020	-VOCA-132131566-Grant period: 10/01	/19-09-30/20
Upon roll call the vote was as follows:		-	
-	Mr. Dutton	Yes	

Mr. Echemann Yes

Mr. Meyer

# **IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the October 16, 2019 meeting: <u>A00 GENERAL FUND</u>

Yes

AUUUENEKALIUND		
E-0051-A001-A51.000	Oil and Gas	\$184,000.00
L01 SOIL CONSERVATION/BSWCD		
E-1810-L001-L07.000	Service Fees	\$500.00
E-1810-L001-L08.000	Education	\$1,686.00
E-1810-L001-L09.000	Travel & Expenses	\$29.92
E-1810-L001-L10.000	Advertising/Printing	\$3,018.20
S17 CHILDREN SERVICES/BCDJFS		
E-2765-S017-S22.011	Contract Services	\$418,427.00
<b>S33 DISTRICT DETENTION HOME/</b>	<u>SARGUS</u>	
E-0910-S033-S33.002	Salaries	\$40,000.00
E-0910-S033-S44.003	OPERS/STRS	\$13,000.00
S54 MEDIATION SERVICES/COMM	ON PLEAS	
E-1544-S054-S01.002	Salaries	\$14,287.00
S56 PROBATION SERVICES/ADULT	<u> PROBATION</u>	
E-1546-S056-S04.001	Salaries	\$37,500.00
W80 PROSECUTOR-VICTIM ASSIS	TANCE PROGRAM	
E-1511-W080-P01.002	Salaries	\$7,202.82
E-1511-W080-P05.003	PERS	\$600.00
E-1511-W080-P06.004	Workers Comp	\$350.79
E-1511-W080-P07.006	Hospitalization	\$7,202.82
E-1511-W080-P08.005	Medicare	\$100.00
E-1511-W080-P15.000	Rent	\$608.00
Upon roll call the vote was as follows		
	Mr. Dutton Yes	

Mr. Meyer Yes Mr. Echemann Yes

## IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/ HOLDING ACCOUNT CHARGEBACK FOR SEPTEMBER, 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for the Y-95 Employer's Share PERS/ Holding Account for the month of September 2019. Gross Wages P/E 9/14/19 THRU 9/28/19

Gross Wages P/E 9/14/19 THRU 9/28/19 General Fund	FROM	ТО	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,163.07
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	851.20
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	952.00
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,200.00
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	5,670.54
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	232.50
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,124.77
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,612.37
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,260.70
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,214.98
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	9,344.6
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	637.92
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.4
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,522.2
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,228.3
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,921.7
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,668.4
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,677.2
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,394.7
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,729.0
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	20,439.5
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,976.4
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	930.9
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,539.7
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,693.9
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,995.2
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.0
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	273.8

DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,595.53
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,150.43
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	29.04
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	39.89
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	457.66
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	429.73
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	0.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	528.47
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	0.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	0.00
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	243.67
РНЕР	E-2231-F083-F01.002	R-9895-Y095-Y01.500	498.03
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	476.04
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	670.36
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	0.00
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	60.15

Food Service HUMAN SERVICES	E-2218-G000-G06.003 E-2510-H000-H12.003	R-9895-Y095-Y01.500 R-9895-Y095-Y01.500	895.42 50,212.35
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	3,145.52
C.S.E.A.	Е-2760-Н010-Н07.003	R-9895-Y095-Y01.500	8,068.51
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,197.44
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,032.94
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,048.25
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,687.76
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,232.00
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	336.00
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,313.76
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	596.35
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	0.00
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	815.02
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	122.88
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,766.83
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	16,352.46
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,773.37
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,400.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	8,663.37
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	8,728.73
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,688.16
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.40
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	96.90
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	34,735.61
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	18,676.89
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	589.62
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	735.80
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,427.26
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	651.82
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	615.20
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	671.52
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	0.00
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	101.01
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	1,645.98
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	323.08
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	559.54
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	603.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	140.00
Unon coll coll the sect 0.11			312,041.92
Upon roll call the vote was as foll	ows: Mr. Meyer Mr. Echemann Mr. Dutton	Yes Yes Yes	

IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION Motion made by Mr. Meyer, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. XTO SETTLEMENT/GENERAL FUND-\$184,000.00 Settlement received from XTO deposited into R-0050-A000-A02.500 on March 7, 2019.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes

#### Mr. Dutton Yes

## IN THE MATTER OF APPROVING

#### THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mr. Meyer, seconded by Mr. Echemann to execute payment of Then and Now Certification dated October 16, 2019, 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. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Meyer, seconded by Mr. Echemann granting permission for county employees to travel as follows: **AUDITOR'S-**Doug DeVault to Reynoldsburg, OH, on November 12-13, 2019, for a two day training session for Weights and Measures. Estimated expenses: \$300.00.

**DJFS-**Lori Bittengle and Hollee Goudy to Columbus, OH, on October 21-22, 2019, to attend the Self Service Reporting training. A county vehicle will be used for travel. Estimated expenses: \$450.00. Karie Hunkler and Cindy Berry to Newark, OH, on November 1, 2019, to attend the Incentive training. A county vehicle will be used for travel. Estimated expenses: \$30.00. Christine Parker, Gary Schrickel and Lynne Zanke to Columbus, OH, on December 13, 2019, to attend the Fiscal training on IV-E. A county vehicle will be used for travel. Estimated expenses: \$45.00.

HR DEPT.-Katie Bayness to Dublin, OH, on October 25, 2019, to attend the Fall OHPELRA meeting. Estimated expenses: \$175.00.

Upon roll call the vote was as follows:

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

Mr. Meyer made the following announcement:

The board's regular meeting will be held at 9:00 a.m. on Tuesday, October 22, 2019, instead of Wednesday, October 23, 2019, due to a scheduling conflict.

## **IN THE MATTER OF APPROVING QUOTE FROM**

## MOTOROLA SOLUTIONS/EMA

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the quote from Motorola Solutions in the amount of \$8,099.19 for an all band portable radio for the Belmont County Emergency Management Agency.

Upon roll call the vote was as follows:

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

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## **IN THE MATTER OF APPROVING PROPOSAL FROM**

## WESTERN BRANCH DIESEL/BOARD OF ELECTION/TITLE OFFICE

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the proposal from Western Branch Diesel in the amount of \$4,616.00 to furnish and install one (1) new radiator in the existing generator at the Belmont County Board of Election/Title offices. Upon roll call the vote was as follows:

oon roll call	the vote	was as	Ionows:		
				Ν.	

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Ye

#### IN THE MATTER OF APPROVING PROPOSAL FROM COON RESTORATION & SEALANTS, INC/HEALTH DEPT.

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the proposal from Coon Restoration & Sealants, Inc., in the amount of \$32,620.00 to furnish all labor and materials and equipment for restoration and repair to the exterior of the Belmont County Health Department. Upon roll call the vote was as follows:

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

## **IN THE MATTER OF APPROVING THE ONE-YEAR LEASE AGREEMENT**

FOR OFFICE SPACE FOR VICTIM ASSISTANCE PROGRAM

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President Josh Meyer to sign the one-year lease agreement for office space for the Belmont County Victim Assistance Program in the amount of \$7,296.00 for the period of October 1, 2019 to September 30, 2020.

#### 2019-20 LEASE AGREEMENT

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and

performed by the Belmont County Victim Assistance Program, Lessee, leases to the Lessee, the following premises:

Two hundred and twenty (220) square feet of office space shared with the Belmont County Prosecutor on the second floor of the building known as the **Courthouse Annex I**, and located at 147 West Main Street, St. Clairsville, Ohio.

For the term of one (1) year from October 1, 2019 to September 30, 2020, at a total cost of \$7,296.00 payable in four quarterly installments of \$1,824 due on the fifteenth day of the month following the end of the quarter, all rent being payable at the office of the Lessor, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;

2. That the Lessee will occupy the premises in a safe and proper manner;

3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;

4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;

5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;

6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;

7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.

8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee shall not suffer or give cause for the filing of any liens against the premises.

9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.

10. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.

11. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.

12. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.

13. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.

14. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

15. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.

The Lessor and Lessee have signed on the <u>16th</u> day of <u>October</u>, <u>2019</u>, at St. Clairsville, Ohio.

Josh Meyer /s/

Josh Meyer, Commission President Belmont County Board of Commissioners Lessor Daniel P. Fry /s/ Daniel P. Fry, Prosecuting Attorney

Belmont County Victim Assistance Program Lessee Approved as to form:

David K. Liberati /s/

David K. Liberati

Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

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

# **IN THE MATTER OF ADOPTING THE EMPLOYEE**

## **BENEFITS RENEWAL RESOLUTION**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the employee benefits renewal resolution for plan year beginning January 1, 2020.

#### **Belmont County Employees**

**Employee Benefits- Renewal Resolution** 

October 16, 2019

Motion made by Commissioner Meyer, seconded by Commissioner Echemann to adopt the following resolution:

Be it resolved, that the Belmont County Commission has made the following decisions pertaining to the 01/01/2020 insurance renewals of their employee benefits package:

1) The Belmont County Commission has decided to engage CEBCO- Anthem BCBS as the health and prescription insurance carrier for Belmont County Employees effective January 1, 2020. The following plans will be offered at the following rates:

	Plan 250F RX	
	D	HDHP
Single	\$730.55	\$659.97
Family	\$1,925.73	\$1,733.96

This change in rates is to remain in effect through December 31, 2020.

 The Belmont County Commission has decided to utilize the defined contribution method for the HDHP/ Health Savings Account plan. For this method, the total employee and employee Health Savings Account contributions are equal to the PPO employer and employee contributions.

3) The Belmont County Commission has decided to utilize the Vital Incite program at the rate of \$5 per employee per month, with the assistance of Schwendeman Agency, Inc and Proactive Health Solutions.

4) The Belmont County Commission has decided to continue to utilize The Health Plan (THP) for administration of their Flexible Spending and will begin utilizing THP for Health Savings Accounts.

Josh Meyer, President	Josh Meyer /s/	
Jerry Echemann, Vice-President	Jerry Echemann	/s/
J.P. Dutton	J. P. Dutton /s/	
Upon roll call the vote was as follows:		
	Mr. Meyer	Yes
	Mr. Echemann	Yes
	Mr. Dutton	Yes

**IN THE MATTER OF ENTERING INTO THE PARTICIPATION AGREEMENT** 

## WITH COUNTY EMPLOYEE BENEFIT CONSORTIUM OF OHIO, INC. (CEBCO)

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into the Participation Agreement with County Employee Benefit Consortium of Ohio, Inc. (CEBCO), effective January 1, 2020 through December 31, 2022.

Note: For health and prescription benefits for county employees.

## COUNTY EMPLOYEE BENEFIT CONSORTIUM OF OHIO, INC. PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made between the **County Employee Benefit Consortium of Ohio, Inc.** ("**CEBCO**"), an Ohio corporation not for profit, and **Belmont County, Ohio** (the "Member"), a political subdivision of the State of Ohio. This Agreement shall commence at 12:01 a.m. on the 1<sup>st</sup> day of January, 2020, and shall terminate at 11:59 p.m. on the 31st day of December, 2022.

## I. RECITALS

1.1 The purpose of CEBCO is to assist its Members in controlling employee benefit plan costs. CEBCO is not intended to operate as an insurance company, but rather is a corporation not for profit through which political subdivisions of the State of Ohio may collectively pool their resources to purchase employee benefit programs.

1.2 The Member is a political subdivision of the State of Ohio as "political subdivision" is defined in Section 9.833 of the Ohio Revised Code and the Member performs certain governmental functions and services as those terms are defined therein.

1.3 The Member desires to contract with CEBCO in order to obtain employee benefit plan coverage and administrative services relating to certain employee benefit plans for its officials, employees, and their eligible dependents.

1.4 The Member acknowledges that this Agreement is a contract with CEBCO and each political subdivision that is a member of CEBCO and that CEBCO may contract with other political subdivisions wishing to participate, at the discretion of CEBCO.

1.5 The Member's governing body has agreed to the terms and conditions of this Agreement and has acted in due course to authorize the execution of this Agreement and participation in CEBCO.

1.6 This Agreement is made pursuant to the authority granted by Section 9.833 of the Ohio Revised Code.

**II. DEFINITIONS** 

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CEBCO's program.

"Benefit Proposal" shall mean the final benefit and rate proposal submitted to the Member each year by CEBCO, to provide medical, dental, prescription drug and/or life insurance coverage.

"Board" shall mean the Board of Directors of CEBCO. Further information on the Board is contained in the CEBCO Code of Regulations.

"Funding Rates" shall mean the Member's share of the cost of funding, operating and maintaining the CEBCO benefit programs, as further set forth in Article VI of this Agreement. The Funding Rates will be actuarially determined each year and are intended to cover the annual costs of the benefit programs.

"Incurred but not Reported Claims" shall mean claims that have been incurred but not reported to the CEBCO claims administrator or insurer.

"Program Costs" shall mean those costs described in Article VI of this Agreement.

## III. CEBCO'S OBLIGATIONS

3.1 <u>Acceptance of Member.</u> Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CEBCO agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

3.2 <u>Provision of Coverage</u>. CEBCO agrees to provide the coverages shown in the Benefit Proposal, and to set rates annually therefor. Coverage may be provided in whole or in part by administrative agreements, insurance policies or by other appropriate means of providing such coverage.

3.3 <u>Report of Actuary.</u> Within ninety (90) days after the last day of each fiscal year, CEBCO shall obtain and make available to Members a written report by a member of the American Academy of Actuaries concerning the benefit program operated by it. Such report shall certify whether, in the exercise of sound and prudent actuarial judgment, the amounts reserved by CEBCO to cover the potential cost of health care benefits for the officials, employees and eligible dependents of its Members are sufficient for such purpose, are computed in accordance with accepted loss reserving standards, and are fairly stated in accordance with sound loss reserving principles. The report shall also include the aggregate amounts so reserved and aggregate disbursements made from such funds.

3.4 <u>Financial Audit.</u> Within one-hundred fifty (150) days after the last day of each fiscal year, CEBCO shall obtain and make available to Members a written financial audit of CEBCO for the preceding year by an independent certified public accounting firm.

3.5 <u>Reports to Members</u>. CEBCO will provide to each Member an annual summary of the Member's claims experience and renewal rate calculation. Members will have access to additional reports on a quarterly basis.

3.6 <u>Appeals Process</u>. CEBCO will provide a claims appeals process for the review of denied claims. The CEBCO appeals process will only be available once the vendor/administrator appeals process has been exhausted.

IV. MEMBER'S OBLIGATIONS

4.1 <u>Acceptance of Membership.</u> Subject to the provisions of this Agreement regarding withdrawal or expulsion, the Member agrees to become a member of CEBCO and to remain such for the term of this Agreement, and to perform the duties and obligations set forth below.

4.2 <u>Payments.</u> The Member shall promptly pay all Funding Rates associated with the coverages it elects, as such Funding Rates are set and billed to the Member by CEBCO and as outlined in Section VI of this Agreement. Failure of the Member to pay its Program Costs within ten (10) days of the due date shall be considered a delinquency. In the event of a delinquency, interest at the rate of five percent (5%) per annum may be added to the amount due and owing.

4.3 <u>Collective Bargaining Agreements</u>. This Agreement is not intended to be incorporated into any collective bargaining agreements of the Member. It is the Member's responsibility to assure that compatible provisions are included in any collective bargaining agreements.

4.4 <u>CEBCO Procedures</u>. Every Member shall furnish all the information which may legally be released and which CEBCO deems necessary and useful for the purposes of this Agreement and shall abide by the procedures adopted for the administration of the coverages shown in the Benefit Proposal and accepted by the Member.

4.5 <u>Insurance and Reinsurance</u>. CEBCO may purchase insurance, stop loss or excess loss coverage, and/or reinsurance, and each Member is subject to the terms and conditions of any such insurance, stop loss or excess loss coverage, or reinsurance.

4.6 <u>Voting Representative.</u> The Member agrees to designate a voting representative and alternate in accordance with CEBCO's Code of Regulations.

4.7 <u>Cooperation.</u> The Member will cooperate fully with CEBCO in activities relating to the purposes and powers of CEBCO, including allowing the attorneys and others designated by CEBCO to represent any Member in the investigation, settlement, and litigation of any claim made against the Member or CEBCO within the scope of the benefit programs provided by CEBCO.

4.8 <u>Report to CEBCO</u>. The Member agrees to report to CEBCO as soon as reasonably possible, all incidents or occurrences that would reasonably be expected to result in CEBCO being required to consider a claim against the Member, its agents, officers, or employees, within the scope of a Benefit Plan being furnished by CEBCO.

4.9 <u>Withdrawal.</u> The Member's rights as to withdrawal shall be governed by Article VIII of this Agreement.

4.10 <u>Membership in CCAO</u>. The Member agrees that it will remain a member of the County Commissioners Association of Ohio during the term of this Agreement.

4.11 <u>Administrative and Service Agreements.</u> CEBCO will enter into various administrative and service agreements for the purpose of operating the benefit programs. The Member agrees to be bound by the terms and conditions of such agreements.

#### V. PROGRAM DESCRIPTION

CEBCO intends to provide medical, dental, prescription drug and life insurance coverages for the officials, employees and dependents of its Members. The medical, dental and prescription drug programs are self-funded programs that are supported by the contributions of the Members. The amounts necessary to fund the benefit programs will be established annually by the Board, with the advice of its insurance and actuarial advisors. Notwithstanding the above, the Board may modify the program structure from time to time if it determines, in its discretion, that a modification is in the best interests of the program and the Members.

## VI. MEMBER CONTRIBUTIONS

6.1 <u>Funding Rates.</u> CEBCO will bill for, and the Member will pay, Funding Rates as set forth in this Section. The Member's share of the cost of funding, operating and maintaining the benefit consortium ("Funding Rates") shall consist of all the following:

a. its claims fund contribution;

- b. its incurred but not reported claims contribution;
- c. its claims contingency reserve fund contribution; and
- d. its fixed costs.

The Member understands that the cost components set forth in items a. through d. above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance).

The Member further understands that its share of the cost has been computed by CEBCO's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a discriminatory manner.

6.2 <u>Surplus.</u> The Board, in its sole discretion, may apply surplus funds toward the contributions of Members for any subsequent year, return some portion of such surplus, or retain all such funds to create a reserve against future loss and/or to fund any other necessary and proper cost, liability and/or expense of CEBCO. Distribution of any surplus funds may be based on each Member's and the CEBCO's loss experience and such other factors as the Board deems appropriate under the circumstances.

6.3 <u>Deficits.</u> As specified in Section 8.2 of this Agreement, upon Withdrawal Prior to Expiration of Agreement, the Member will be responsible for the payment of any and all deficits that are attributable to the Member during its participation in CEBCO.

6.4 <u>Assessments.</u> The Funding Rates quoted in the Benefit Proposal are projected to cover the annual Member contributions for the quoted benefit period. However, the Board reserves the right to charge an assessment if needed to maintain the financial solvency of CEBCO.

#### VII. TERM OF AGREEMENT

7.1 <u>Initial Term.</u> The initial term of this Agreement is the period specified in the introductory paragraph of this Agreement. The Member agrees to remain a Member for the entire Initial Term. The Member may then commit to continue participation in three-year cycles. The Member shall remain fully liable and responsible for meeting any and all of its duties, liabilities and responsibilities hereunder, including, but not limited to, the monthly payment of its Funding Rates and the payment of any assessments during any three year term.

7.2 <u>Notice of Subsequent Terms.</u> No later than thirty (30) days following its receipt of notice from CEBCO that the term of this Agreement is expiring and that the program will be renewed, the Member shall notify the Board in writing whether or not it intends to continue its participation beyond the expiring term.

#### **VIII. WITHDRAWAL AND RE-ENTRY**

8.1 <u>Withdrawal Upon Expiration of Agreement.</u> Upon the expiration of this Agreement, the Member may withdraw from any or all of the benefit plans of which it was a participant without penalty. The Member will be responsible for paying the Funding Rates (as defined in Section 6.1 hereof) and assessments, if any, that were applicable during the term of this Agreement. From and after the effective time of withdrawal, neither CEBCO nor its agents shall have any liabilities to the Member to provide employee benefits. No withdrawing Member shall have any rights whatsoever to participate in the distribution of the surplus funds of CEBCO, and shall remain responsible for any assessments made by the Board for any one or more years of the Member's participation in CEBCO.

8.2 <u>Withdrawal Prior To Expiration of Agreement.</u> If the Member withdraws from CEBCO prior to expiration of this Agreement, the Member will be responsible for paying any outstanding Funding Rates (as defined in Section 6.1 hereof) and all assessments made by the Board for any one or more years of the Member's participation in CEBCO. The Member shall also be responsible for paying for the claims and administrative fees associated with the processing of the Incurred But Not Reported Claims after the Member has left CEBCO. The Member will be responsible for the payment of any and all deficits that are attributable to the Member during its participation in CEBCO. The Member will not be entitled to share in any surplus that may have accrued during its participation in CEBCO. The Member will be responsible for an early withdrawal fee of \$2.00 per employee, multiplied by the number of months remaining on this Agreement. CEBCO will process claims for the Member for 180 days following the date of early withdrawal. Payment of Incurred but not Reported Claims, deficits and early withdrawal fee is due 180 days following the Member's date of early withdrawal.

8.3 <u>Re-Entry.</u> A Member which withdraws from CEBCO, whether prior to the expiration date of this Agreement, may be readmitted to membership in CEBCO on or after the third anniversary of its date of withdrawal and with the express approval of the Board. A Member that leaves upon expiration of the agreement may be readmitted to membership in CEBCO without incurring a waiting period.

#### IX. EXPULSION

9.1 <u>Expulsion</u>. The Member may be expelled from membership in CEBCO, if the Member materially breaches or violates any of the terms of this Agreement or misrepresents itself. Without limiting the generality of the foregoing, the failure of the Member to promptly make payments to CEBCO in complete conformity with the provisions of this Agreement shall be deemed to be a material breach and violation of this Agreement, which warrants expulsion.

9.2 <u>Expulsion Proceedings</u>. Upon a majority vote of the Board, the Board may initiate expulsion proceedings by giving written notice to the Member, which notice outlines the nature of the breach, violation, misrepresentation or failure, along with a reasonable opportunity of not less than thirty (30) days to cure the alleged breach, violation, misrepresentation or failure. If the alleged breach, violation, misrepresentation or failure is not cured, the Member may request a hearing before the Board within fifteen days after the expiration of the time to cure, at which time the Member may present its case. A decision by the Board to expel the Member following such hearing shall be final and shall take effect sixty (60) days after the date of such decision. Upon expulsion, the expelled Member shall be bound by the provisions of Section 8.2 of this Agreement.

#### X. DISSOLUTION

CEBCO may be dissolved by the written agreement of no less than two thirds (2/3) of all Members. After a vote to dissolve CEBCO, the Board shall complete CEBCO's business as quickly as practicable, but in any event shall complete this process no later than twelve (12) months after the termination date. During such period, CEBCO shall continue to pay all claims and expenses until its funds are exhausted. After payment of all claims and expenses, or upon termination of the aforesaid twelve (12)-month period, any remaining surplus funds held by CEBCO shall be paid to the Members of CEBCO who remain Members as of the termination date. The Board shall determine the manner in which such surplus funds shall be distributed, and shall consider

- a) the percentage relationship which each Member's contributions to CEBCO for the prior three calendar years bears
  - to all Members' contributions to CEBCO for that same time period; and
- b) the loss experience of each Member for the prior three calendar years.

After payment of all claims and expenses, or upon expiration of the aforesaid twelve (12)-month period, any remaining deficits shall be the responsibility of the Members of CEBCO who remained Members as of the date of adoption of the resolution to dissolve. The Board shall determine the manner in which the deficit is allocated to Members, and shall consider among other things each Member's share based on the number of each Member's employees covered for the duration of the program as a proportion of all employees covered for the duration of the program.

Each Member acknowledges that its coverage under this program is self-insured, and therefore it remains responsible for the payment of benefits under the program in the event CEBCO fails to make such payments.

CEBCO may require that the Member provide written documentation satisfactory to the Board, in its sole judgment, that such Member has the requisite capacity and authority, and has obtained all required approvals, to vote on any matter contemplated by this Article X.

CEBCO shall not be responsible for any claims filed after the aforesaid twelve (12)-month period. The Member shall remain obligated to make payments to CEBCO pursuant to Section 6.1 hereof during the aforesaid twelve (12)-month period, for claims and other expenses related to periods prior to the termination date.

#### XI. MISCELLANEOUS

11.1 <u>Amendment</u>. This Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.

11.2 <u>Applicable Law</u>. This Agreement is entered into, is executed and is totally performable in the State of Ohio and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Ohio.

11.3 <u>Acts of Forbearance</u>. No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement, nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

11.4 <u>Notices</u>. Any notice required to be given or payment required to be made to CEBCO shall be deemed properly sent if addressed to:

CCAO

County Employee Benefit Consortium, Inc.

Attention: Managing Director, CEBCO Health and Wellness Programs

209 East State Street

Columbus, Ohio 43215

and deposited in the United States mail with proper postage.

Any notice required to be given or payment required to be made to the Member shall be deemed properly sent if addressed to:

Belmont County, Ohio Attention:

and deposited in the United States mail with proper postage. If the Member does not designate the person or office which is to receive notices, notices will be sent to the president of the Board of County Commissioners.

Either party may change its address by giving notice to the other party. However, with respect to any notices regarding claims under a Member's coverages, any particular provisions in the applicable Benefit Plan obtained by the Member prevail and govern the matter of such notices.

11.5 <u>Effect of Partial Invalidity; Venue</u>. If any part of this Agreement is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Agreement shall be in Columbus, Franklin County, Ohio.

11.6 <u>Exclusive Right to Enforce</u>. CEBCO and the Member have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

11.7 Dispute Resolution. All disputes, differences or questions arising out of or relating to the Agreement (including without limitation those as to validity, interpretation, breach, violation or termination) shall at the written request of either party be determined and settled, if possible, pursuant to the following procedure before proceeding with any action in court. If a claim, dispute, or other matter in question arises out of this Agreement which the parties are unable to resolve through mutual, good faith negotiations, it shall be submitted to mediation by written notice of the party seeking mediation to the other party. The same shall be mediated by a person or persons acceptable to CEBCO and the Member. The mediation shall be held within thirty (30) days of the written notice and the mediation process shall continue until the mediator declares an impasse. Mediating fees shall be shared equally by CEBCO and the Member and any additional participating disputants having a financial interest in the outcome of the dispute. Except for negotiation, attempts to resolve the dispute by mediation must take place prior to any other resolution process. If the claim, dispute, or other matter between the parties to the Agreement cannot be resolved by mediation, the parties may, but shall not be obligated to, agree, in writing, to binding arbitration in accordance with the arbitration rules of the American Arbitration Association then in effect. The legal fees for such arbitration shall be free to pursue such legal remedies as the party believes it is entitled to under the terms of this Agreement.

IN WITNESS WHEREOF, the Member and CEBCO have executed this Agreement as of the date first above written.

	COUNTY EMPLOYEE B	ENEFTI CONSORTIU
]	By:	
	CEBCO Health and Well	ness Program
	BELMONT COUN	NTY
	Josh Meyer /s/	
	Commissio	ner
	Jerry Echemann /s/	
	Commissio	ner
	J. P. Dutton /s/	
	Commissio	ner
APPROVED AS TO FORM		
David K. Liberati /s/		
Prosecuting Attorney		
Upon roll call the vote was as follows:		
L L	Mr. Meyer	Yes
	Mr. Echemann	Yes
	Mr. Dutton	Yes

COUNTY EMPLOYEE BENEFIT CONSORTIUM OF OHIO, INC.

Present were Kristin First, Schwendeman Agency and Katie Bayness, HR Administrator/Loss Control Coordinator. Mr. Meyer said the county is moving to CEBCO BCBS for health insurance. He thanked the insurance committee, which is made up of 5 individuals representing various county offices, for their hard work. He said Ms. Bayness and the Schwendeman Group also did a tremendous job. He noted the insurance committee makes recommendations to the Board of Commissioners and this is a three-year contract.

**OPEN PUBLIC FORUM-**Richard Hord, Martins Ferry, inquired how the county was preparing for the upcoming census. Mr. Meyer said the board has met with a census representative and they will work in conjunction with the Census Bureau to get the word out and make sure all are counted. He added this is very important.

## RECESS

# 9:30 Bryan Minder, Belmont County 911 Director

#### **Re: Department update**

Mr. Minder explained they are doing a \$2.2 million upgrade project that is being funded through levy money. The levy was renewed in 2016. A contract was signed with Motorola a few weeks ago and they will be doing the work. Mr. Minder said they had a list of things they wanted to complete when the levy was renewed, 3 of which have been completed including upgrades to the paging system and microwave system on all towers and EMT and Fire pagers have been replaced. The next phase will include upgrading the radio system software and hardware updates which include computers, switches, etc. The current software is 5 years old and can no longer be supported. They will also be adding two additional frequencies that will give them a better, expanded system that will allow for six callers at a time instead of the four now. The Intelligent Middle Ware (IBM) server software upgrade will be for CAD and mapping. There will also be updates to 800 radios used by first

responders (fire, law, EMA) in the county. Mr. Minder noted the new system has a lot of enhancements such as push and talk GPS, geo fencing and radio to radio messaging capabilities.

# RECESS

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of October 9, 2019.

Upon roll call the vote was as follows:

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

## <u>IN THE MATTER OF ENTERING</u> EXECUTIVE SESSION AT 9:54 A. M.

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

Upon roll call the vote was as follows:

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

#### IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:37 A.M.

Motion made by Mr. Meyer seconded by Mr. Echemann to exit executive session at 10:37 a.m. Upon roll call the vote was as follows:

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

#### AS A RESULT OF EXECUTIVE SESSION-

#### IN THE MATTER OF APPROVING TAYLOR MCKIM, EASTERN DIVISION COURT DEPUTY CLERK, TO START AUTHORIZED UNPAID FAMILY MEDICAL LEAVE

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve Taylor McKim, Eastern Division Court Deputy Clerk, to start authorized unpaid Family Medical Leave on October 4, 2019 through October 8, 2019.

Upon roll call the vote was as follows:

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

# IN THE MATTER OF APPROVING TAYLOR MCKIM, EASTERN DIVISION COURT DEPUTY CLERK, TO START AUTHORIZED UNPAID LEAVE

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve Taylor McKim, Eastern Division Court Deputy Clerk, to start Authorized Unpaid Leave on October 9, 2019, not to exceed past November 1, 2019.

Upon roll call the vote was as follows:

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

## IN THE MATTER OF APPROVING NANCY ZIELINSKI, BELMONT COUNTY ANIMAL SHELTER, TO START AUTHORIZED UNPAID FAMILY MEDICAL LEAVE

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve Nancy Zielinski, Belmont County Animal Shelter, to start authorized unpaid Family Medical Leave on October 3, 2019 through October 17, 2019.

Upon roll call the vote was as follows:

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

**RECESS UNTIL 12:30 p.m. Road View-Road Improvement 1164** 

 IN THE MATTER OF THE VACATION OF AN
 Office of County Commissioners

 UNNAMED ALLEY IN POORMAN'S SUBDIVISION
 Belmont County, Ohio

 PULTNEY TWP. SEC. 27, T-2, R-2/RD IMP 1164
 Belmont County, Ohio

 Journal Entry--Order Upon view of Proposed Improvement

# **ORDER TO COUNTY ENGINEER**

Rev. Code. Sec. 5553.06

Petitioned for by <u>freeholders</u> and others

The Board of County Commissioners of <u>Belmont</u> County, Ohio met in <u>regular</u> session on the <u>16th</u> day of <u>October</u>, <u>2019</u>, at the office of the Commissioners with the following members present:

Mr. Meyer

Mr. Echemann

Mr. Dutton

Mr. Meyer moved the adoption of the following:

#### RESOLUTION

WHEREAS, On the <u>16th</u> day of <u>October</u>, <u>2019</u>, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles

between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the **<u>30th</u>** day of **<u>October</u>, <b><u>2019</u>** the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, <sup>2</sup> and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

Mr. <u>Echemann</u> seconded the Resolution and the roll being called upon its adoption; the vote resulted as follows:

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

Adopted October 16, 2019

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

- "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."
   Strike out the clause from "and feet," if a road is not to be located or established

Reconvened Monday, October 21, 2019, at 9:45 a.m. Present: Commissioners Meyer and Dutton and Clerk Jayne Long. Absent: Commissioner Echemann.

No further business.

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 9:45 a.m. Upon roll call the vote was as follows:

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

Read, approved and signed this <u>22nd</u> day of <u>October</u>, 2019.

Josh Meyer /s/

COUNTY COMMISSIONERS J. P. Dutton /s/

\_\_\_\_\_

Commissioner Echemann – Absent

We, Josh Meyer 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.

Josh Meyer /s/ PRESIDENT

Jayne Long /s/ CLERK