

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

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

IN THE MATTER OF DISCUSSION RE: COVID-19

Present: Judge Frank Fregiato and Rob Sproul, Deputy Health Commissioner. Judge Fregiato announced the creation of the Belmont County Coronavirus Task Force that was created informally yesterday. It consists of Judge Fregiato, Rob Sproul, Commissioners Dutton, Meyer and Echemann, Clerk Cynthia Fregiato, Sheriff David Lucas, Health Board President Elizabeth Glick, Head Jail Nurse Deb Butler, RN and Jail Administrator Brent Carpenter. "We don't believe this committee is necessary, we do not believe it's going to function to the full extent it can. It's been created only to cause a conversation to occur between the people who are basically running the county. In the case of an unlikely event a crisis does occur we want Belmont County residents to rest assured that we are on the matter," said Judge Fregiato. Mr. Sproul, who is in charge of the task force, said they are trying to reach out and get partners together and have contacts to be able to move more swiftly if issues come up. DK Wright, Channel 9 news, asked if the jail was going to be closed to visitors. Mr. Sproul said he would have to ask the Sheriff. He said to treat this like a severe flu, cover a cough, wash your hands, more cleaning of surfaces and avoid unnecessary travel. He said people should practice social distancing of 6 ft. Mr. Dutton said the Governor of Ohio has declared a State of Emergency which allows state agencies to run more efficiently in a matter like this and for things to flow smoother. If a level of funding would open up at the federal level it would not be available without this declaration. Mr. Dutton noted there are three confirmed cases in Ohio. Mr. Sproul said they are at home and doing well. Information can be found on the Belmont County Health Department's site for a public line and website. He said testing is limited at this time through 2 companies, Quest and LabCorp. He said testing is limited by an algorithm on the state side.

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

Motion made by Mr. Dutton, 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 \$1,664,185.06

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	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

FROM	TO	AMOUNT
E-0131-A006-A04.002 Road-Salaries	E-0131-A006-A10.000 Transport Inmate	\$4,000.00
E-0131-A006-A04.002 Road-Salaries	E-0131-A006-A17.012 Cruiser Repairs	\$7,000.00

S77 COMM-BASED CORRECTIONS ACT GRANT

FROM	TO	AMOUNT
E-1520-S077-S05.004 Workers Comp	E-1520-S077-S04.006 Hospitalization	\$137.35

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the following transfers between funds as follows:

P05 WATER WORKS FUNDS AND THE O50 NOTE RET-2014 WATER SYSTEM IMPROV/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9250-O050-O10.574 Transfers In	\$60,564.58

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 11, 2020:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

B00 Dog and Kennel Fund

E-1600-B000-B04.012	Equipment	\$22,276.01
E-1600-B000-B16.000	Expenditure of Estate Donation	\$20,522.01

Upon roll call the vote was as follows:

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

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 March 11, 2020 meeting:

ACCT #	TOWNSHIP	Appropriation Amount
UND AUTO TAX APPROPRIATIONS		
E-9801-Y001-Y01.000	UND AUTO TAX	
E-9801-Y001-Y03.000	TOWNSHIP-PERMISSIVE TAX	
E-9801-Y001-Y05.000	PEASE TOWNSHIP	

N45 ROADWAY IMPROVEMENTS/ENGINEERS

E-9045-N045-N50.055 FEMA Projects \$612,239.65

O50 NOTE RET-2014 WATER SYSTEM IMPROV/BCSSD

E-9250-O050-O01.050 Principal Payment \$5,000.00

E-9250-O050-O02.051 Interest Payment \$55,564.58

S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000 Food \$45.00

E-8010-S030-S55.010 Supplies \$423.58

E-8010-S030-S60.000 Maintenance & Repair \$4,950.00

S32 OAKVIEW JUVENILE-ACTIVITY FUND

E-8012-S032-S00.000 Activity Fund \$112.70

S81 PROBATE COURT-COMPUTER FUND

E-1581-S081-S08.000 Computer Expenses \$802.00

S85 JUVENILE COURT-COMPUTER FUND

E-1582-S085-S08.000 Computer Expenses \$416.41

S96 JUVENILE COURT-GENERAL SPEC PROJECT

E-1589-S096-S12.000 Other Expenses \$1,440.20

T71 FEMA FUNDS/ENGINEERS

E-9713-T071-T08.074 Transfers Out \$619,069.57

SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000 Medical \$243.13

E-0131-A006-A23.000 Background \$176.00

E-0131-A006-A24.000 E-SORN \$435.00

E-0131-A006-A26.000 K-9 \$100.00

E-0131-A006-A32.000 Warrant Fee \$800.00

E-1652-B016-B02.000 DUI \$75.00

E-5100-S000-S01.010 Commissary \$1,881.36

E-5101-S001-S06.000 CCW License \$2,144.00

E-5101-S001-S07.012 CCW Equipment \$2,955.00

E-9710-U010-U06.000 Reserve \$300.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies.

ADMINISTRATION FEE LODGING TAX/GENERAL FUND-\$3,000.00 deposited into R-0050-A000-A03.500 on March 6, 2020.

2019 CLOSED PO

A00 General Fund

PO#	FUND NUMBER	FUND NAME	AMOUNT
522028	E-1600-B000-B16.000	Expenditure of Estate Donation	\$17,951.01
522111	E-1600-B000-B04.012	Equipment	\$24,847.01

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated March 11, 2020, 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. Echemann Yes
 Mr. Meyer Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

SSOBC-Tish Kinney to Amish Country on April 9, 2020, for a senior outing. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE ONE OHIO
MEMORANDUM OF UNDERSTANDING**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the One Ohio Memorandum of Understanding (“MOU”).

Note: The purpose of this MOU is to permit collaboration between the State of Ohio and Local Governments to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants and to create an effective means of distributing any potential settlement funds obtained under this MOU in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio.

ONE OHIO MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

Whereas, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and,

Whereas, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio;

Now therefore, the State and its Local Governments, subject to completing formal documents effectuating the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “The State” shall mean the State of Ohio acting through its Governor and Attorney General.
2. “Local Government(s)” shall mean all counties, townships, cities and villages within the geographic boundaries of the State of Ohio.
3. “The Parties” shall mean the State of Ohio, the Local Governments and the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation.
4. “Negotiating Committee” shall mean a three-member group comprising one representative for each of (1) the State; (2) the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation (“PEC”); and (3) Ohio Local Governments (collectively, “Members”). The State shall be represented by the Ohio Attorney General or his designee. The PEC shall be represented by attorney Joe Rice or his designee. Ohio Local Governments shall be represented by attorney Frank Gallucci, or attorney Russell Budd or their designee.
5. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State, PEC and the Local Governments.

6. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Memorandum of Understanding.
7. "Approved Purpose(s)" shall mean evidence-based forward-looking strategies, programming and services used to (i) expand the availability of treatment for individuals affected by substance use disorders, (ii) develop, promote and provide evidence-based substance use prevention strategies, (iii) provide substance use avoidance and awareness education, (iv) decrease the oversupply of licit and illicit opioids, and (v) support recovery from addiction services performed by qualified and appropriately licensed providers, as is further set forth in the agreed Opioid Abatement Strategies attached as Exhibit A. For purposes of the Local Government Share, "Approved Purpose(s)" will also include past expenditures.
8. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.
9. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 30% going to Local Governments ("LG Share"), 55% to the Foundation (structure described below) ("Foundation Share"), and 15% to the Office of the Ohio Attorney General as Counsel for the State of Ohio ("State Share").
2. All Opioid Funds, regardless of allocation, shall be utilized in a manner consistent with the Approved Purposes definition. The LG Share may also be used for past expenditures so long as the expenditures were made for purposes consistent with the remaining provisions of the Approved Purposes definition. Prior to using any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action that explains its determination that its prior expenditures for Approved Purposes are greater than or equal to the amount of the LG Share that the Local Government seeks to use for restitution.
3. The division of Opioid Funds paid to Local Governments participating in an individual settlement shall be based on the allocation created and agreed to by the Local Governments which assigns each Local Government a percentage share of Opioid Funds. The allocations are set forth in Exhibit B. With respect to Opioid Funds, the allocation shall be static.
4. In the event a Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Local Government shall be redistributed equitably based on the

composition of the successor Local Government. If a Local Government for any reason is excluded from a specific settlement, the allocation percentage for that Local Government shall be redistributed equitably among the participating Local Governments.

5. If the LG Share is less than \$500, then that amount will instead be distributed to the county in which the Local Government lies to allow practical application of the abatement remedy.
6. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Foundation and disbursed as set forth below.
7. The LG Share shall be paid in cash and directly to Local Governments under a settlement or judgment, or through an administrator designated in the settlement documents who shall hold the funds in trust in a segregated account to benefit the Local Governments to be promptly distributed as set forth herein.
8. Nothing in this MOU should alter or change any Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties to seek and negotiate binding settlement or settlements with one or more defendants for all parties within Ohio.
9. Opioid Funds directed to the Foundation shall be used to benefit the local community consistent with the by-laws of the Foundation documents and disbursed as set forth below.
10. The State of Ohio and the Local Governments understand and acknowledge that additional steps should be undertaken to assist the Foundation in its mission, at a predictable level of funding, regardless of external factors.
11. The Parties will take the necessary steps to ensure there is the ability of a direct right of action under the expedited docket rules to the Ohio Supreme Court relative to any alleged abuse of discretion by the Foundation.

C. Payment of Counsel and Litigation Expenses

1. The Parties agree to establish a Local Government Fee Fund ("LGFF") to compensate counsel for Local Governments if the Parties cannot secure the separate payment of fees and associated litigation expenses for their counsel from a settling entity.
2. The LGFF shall be calculated by taking 11.05% of the total monetary component of any settlement accepted ("LGFF Amount"). Fees related to product or other items of value shall be addressed case by case.

3. The first 45% of the LGFF amount shall be drawn from the LG Share. The remaining 55% shall be drawn from the Foundation Share. No portion of the LGFF Amount may be assessed against or drawn from the State Share.
4. To the extent the Parties can secure the separate payment of fees and associated litigation expenses from a settling entity, the amount to be drawn for the LGFF will be proportionally reduced.
5. This LGFF Amount will be deposited into the LGFF and shall be divided with 60% being allocated to the National Prescription Opiate MDL ("M.D.L.") Common Benefit fund for fees and expenses and 40% to contingency fees.
6. Local Government contingent fee contracts shall be capped at 25% or the actual contract rate whichever is less. Eligible contingent fee contracts shall be executed as of March 6, 2020 and subject to review by the committee designated to oversee the Local Government Fee Fund.
7. Common Benefit awards will be coordinated as set forth in the M.D.L. Common Benefit Fee Order. Expenses will be addressed consistent with the manner utilized in the M.D.L.
8. Any balance left in the LGFF following the payment of fees shall revert to the Foundation.
9. Any attorney fees related to representation of the State of Ohio shall not be paid from the LGFF but paid directly from the State Share or through other sources.

D. The Foundation

1. The State of Ohio will be divided into 19 Regions (See attached Exhibit C). Eight of the regions will be single or two county metropolitan regions. Eleven of the regions will be multi-county, non-metropolitan regions.
2. Each Region shall create their own governance structure so it ensures all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the region's Regional Share. The Expert Panel (defined below) may consult with and may make recommendations to Regions on projects to be funded. Regions shall have the responsibility to make decisions that will allocate funds to projects that will equitably serve the needs of the entire Region.
3. The Parties shall create a private 501(c)(3) foundation ("Foundation") with a governing board ("Board"), a panel of experts ("Expert Panel"), and such other regional entities as may be necessary for the purpose of receiving and disbursing Opioid Funds and other purposes as set forth both herein and in the documents establishing the Foundation. The Foundation will allow Local Governments to take

advantage of economies of scale and will partner with the State of Ohio to increase revenue streams.

4. Board Composition

a. The Board will consist of 29 members comprising representation from four classes:

- Six members selected by the State (five selected by the Governor and one selected by the Attorney General);
- Four members drawn from the Legislature
 - One representative selected by the President of the Ohio Senate;
 - One representative selected by the Ohio Senate Minority Leader;
 - One representative selected by the Speaker of the Ohio House of Representatives; and,
 - One representative selected by the Ohio House Minority Leader
- Eleven members with one member selected from each non-metropolitan Regions; and
- Eight members, with one member selected from each metropolitan Regions.

b. All board members shall serve as fiduciaries of the Foundation as required by Ohio Revised Code § 1702.30(B) governing directors of nonprofit corporations.

5. Board terms will be staggered. Five members, (one from each of the first three classes above, and two from the metropolitan class) will be appointed for an initial three-year term, eight members of the Board (two from the first class, including the Attorney General's representative, one from the second class, four from the third class, and one from the fourth class) will be appointed for an initial term of one year. The remaining members will be appointed for a two-year term. Board members may be reappointed. All subsequent terms will be for two years.

6. Eighteen members of the Board shall constitute a quorum. Members of the Board may participate in meetings by telephone or video conference or may select a

designee to attend and vote if the Board member is unavailable to attend a board meeting.

7. In all votes of the Board, a measure shall pass if a quorum is present, the measure receives the affirmative votes from a majority of those board members voting, and at least one member from each of the four classes of Board members votes in the affirmative.
8. The Foundation shall have an Executive Director appointed by the Governor.
 - a. The Governor shall appoint the Executive Director at his or her discretion from a list of three candidates provided to the Governor by the Board. If the Governor finds all three candidates to be unsatisfactory, the Governor may reject all three candidates and request the Board to provide three new persons to select from.
 - b. In choosing candidates to be submitted to the Governor, the Board shall seek candidates with at least six (6) years of experience in addiction, mental health and/or public health and who shall have management experience in those fields.
 - c. No funds derived from the Foundation Share shall be used to pay the Executive Director or any of the foundation staff in excess of the maximum range (range 42) of the Department of Administrative Services Exempt Schedule E2 or that schedule's successor.
 - d. The Executive Director shall serve as an ex officio, non-voting member of both the Board and the Expert Panel.
9. The Board shall appoint the Expert Panel. The Expert Panel shall consist of six members submitted by the Board Members representing the Local Governments, two members submitted by the Governor and one member submitted by the Attorney General. Expert Panel members may be members of Local Governments or the State. The Expert Panel will utilize experts in addiction, pain management, public health and other opioid related fields to make recommendations that will seek to ensure that all 19 regions can address the opioid epidemic both locally and statewide. Expert Panel members may also be members of the Foundation Board, but need not be.
10. The Foundation Board and the Regions shall be guided by the recognition that expenditures should ensure both the efficient and effective abatement of the opioid epidemic and the prevention of future addiction and substance misuse. In recognition of these core principles, the Board and the Regions shall endeavor to assure there are funds disbursed each year to support evidence-based substance abuse/misuse prevention efforts.

11. Disbursement of Foundation Funds by the Board
 - a. The Foundation Board shall develop and approve procedures for the disbursement of Opioid Funds of the Foundation consistent with this Memorandum of Understanding.
 - b. Funds for statewide programs, innovation, research, and education may also be expended by the Foundation. Any statewide programs funded from the Foundation Share would be only as directed by an affirmative vote of the Board as set forth in paragraph D(7) above. Expenditures for these purposes may also be funded by the Foundation with funds received from either the State Share (as directed by the State) or from sources other than Opioid Funds as provided in paragraph 14 below.
 - c. Funds approved for disbursement to the nineteen Regions shall be allocated based on each Region's share of Opioid Funds ("Regional Share"). Each Regional Share shall be calculated by summing the individual percentage shares of the Local Governments within that Region as set forth in Exhibit B. The Regional Shares for each Region are set forth in Exhibit D.
 - d. Regions may collaborate with other Regions to submit joint proposals to be paid for from the Regional Shares of two or more Regions for the use of those Regions.
 - e. The Foundation's procedures shall set forth the role of the Expert Panel and the Board in advising, determining, and/or approving disbursements of Opioid Funds for Approved Purposes by either the Board or the Regions. Proposed disbursements to Regions of Regional Shares shall be reviewed only to determine whether the proposed disbursement meets the criteria for Approved Purposes.
 - f. Within 90 days of the first receipt of any Opioid Funds and annually thereafter, the Board, assisted by its investment advisors and Expert Panel, shall determine the amount and timing of Foundation funds to be distributed as Regional Shares. In making this determination, the Board shall consider: (a) Pending requests for Opioid Funds from Regions; (b) the total Opioid Funds available; (c) the timing of anticipated receipts of future Opioid Funds; (d) non-Opioid Funds received by the Foundation; and (e) investment income. The Foundation may disburse its principal and interest with the aim towards an efficient, expeditious abatement of the Opioid crisis considering long term and short term strategies.
 - g. Votes of the Board on the disbursement and expenditure of funds shall, as with all board votes, be subject to the voting procedures in Section D(7) above. The proposed procedures should provide for the Board to hear appeals by Local Governments from any denials of requested use of funds.

12. The Foundation, Expert Panel, and any other entities under the supervision of the Foundation shall operate in a transparent manner. Meetings shall be open, and documents shall be public to the same extent they would be if the Foundation was a public entity. All operations of the Foundation and all Foundation supervised entities shall be subject to audit. The bylaws of the Foundation Board regarding governance of the Board as adopted by the Board, may clarify any other provisions in this MOU except this subsection. This substantive portion of this subsection shall be restated in the bylaws.
13. The Foundation shall consult with a professional investment advisor to adopt a Foundation investment policy that will seek to assure that the Foundation's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be designed to meet the Foundation's long and short-term goals.
14. The Foundation and any Foundation supervised entity may receive funds including stocks, bonds, real property and cash in addition to the proceeds of the Litigation. These additional funds shall be subject only to the limitations, if any, contained in the individual award, grant, donation, gift, bequest or deposit consistent with the mission of the foundation.

E. Settlement Negotiations

1. All Members of the Negotiating Committee, and their respective representatives, shall be notified of and provided the opportunity to participate in all negotiations relating to any Ohio-specific Settlement with a Pharmaceutical Supply Chain Participant.
2. No Settlement Proposal can be accepted for presentation to Local Governments or the State under this MOU over the objection of any of the three Members of the Negotiating Committee. The Chair shall poll the Committee Members at the conclusion of discussions of any potential settlement proposal to determine whether such objections exist. Although multiple individuals may be present on a Member's behalf, for polling purposes each Member is a single entity with a single voice.
3. Any Settlement Proposal accepted by the Negotiating Committee shall be subject to approval by Local Governments and the State.
4. As this is an "All Ohio" effort, the Committee shall be Chaired by the Attorney General. However, no one member of the Negotiating Committee is authorized to speak publicly on behalf of the Negotiating Committee without consent from the other Committee Members.
5. The State of Ohio, the PEC or the Local Governments may withdraw from coordinated Settlement discussions detailed in this Section upon 5 days' written

notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

- 6. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

Acknowledgment of Agreement

We the undersigned have participated in the drafting of the above Memorandum of Understanding including consideration based on comments solicited from Local Governments. This document has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to a specific outcome. Any resolution under this document will require acceptance by the State of Ohio and the Local Governments.

FOR THE STATE OF OHIO:

Mike DeWine, Governor

Dave Yost, Attorney General

Upon roll call the vote was as follows:

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

Mr. Dutton said this is part of a legal issue they have been working on since late 2017. He explained the purpose of the MOU is coordinating the efforts between the State of Ohio and all local governments in the State of Ohio that may have had their own lawsuits. It establishes a framework of how potential settlement funds are provided to State of Ohio and local governments and how they will be distributed. It also creates the potential of a framework of a regional type board that would administer a portion of those funds in the future.

SERVICES WITH HAMMONTREE & ASSOCIATES, LTD/ENGINEERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the agreements for engineering services with Hammontree & Associates, Ltd., based upon the recommendation of Terry Lively, County Engineer, as follows:

- Slip Repair on Colerain Pike, Pease Township, in the not to exceed amount of \$10,200.00
- Slip Repair on Blaine Barton Road, Colerain Township, in the not to exceed amount of \$8,100.00

Note: This will be paid by OPWC and MVGT funds.

PROFESSIONAL SERVICES AGREEMENT
by and between
BELMONT COUNTY, OHIO
And
HAMMONTREE & ASSOCIATES, LIMITED
for
Slip Repair – Colerain Pike

This Agreement is made and entered into by and between BELMONT COUNTY, a political subdivision existing under the laws of the State of Ohio, acting by and through its BOARD OF COMMISSIONERS, with offices located at the 101 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as the COUNTY; and HAMMONTREE & ASSOCIATES, LIMITED, a professional association organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, with offices located at 5233 Stoneham Road, North Canton, Ohio 44720-1594; hereinafter referred to as the ENGINEER.

WITNESSETH:

WHEREAS, the COUNTY is desirous of repairing a slip along Colerain Pike, Pease Township and in engaging the services of the ENGINEER in order to assist the COUNTY with the design and construction thereof; and

WHEREAS, the COUNTY, by virtue of Resolution has determined to enter into this Agreement with the ENGINEER.

NOW, THEREFORE, for the mutual considerations contained and specified herein, the COUNTY and ENGINEER have agreed and do hereby agree as follows:

ARTICLE 1- SCOPE OF SERVICES

1. The services to be performed by the ENGINEER under this Agreement are identified on Attachment “A” – Scope of Services, attached hereto and made a part hereof the same as though completely rewritten herein.
- 1.2. The services indicated are for the completing the necessary design documents for the repair of the referenced slip.

ARTICLE 2- SCHEDULE

2.1. The ENGINEER shall commence the services to be performed under this Agreement immediately upon receipt of express written authorization to proceed therewith from the COUNTY.

2.2. The ENGINEER shall complete the services to be performed under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The services should be completed within six (6) months from receipt of written authorization to proceed. The ENGINEER has no control over review times by other agencies and will not be responsible for delays caused by events beyond its control. The following dates for submittal to the County's offices shall be met in accordance with the above statements assuming the County issues an authorization to proceed by February 28, 2020.

Preliminary Design Submittal	May 15, 2020
Final Design Submittal	July 15, 2020

ARTICLE 3- COMPENSATION

3.1. The COUNTY shall compensate the ENGINEER for basic services under this agreement an amount not to exceed \$10,200.00 (Ten Thousand Two Hundred dollars and no cents). The following items were considered in developing the engineering design costs and these phases will be shown on the project invoicing.

Task 1 – Final Design Plans.....	\$10,200
<hr/>	
TOTAL	\$10,200

3.2. The ENGINEER shall submit periodic payment requests, but not more than once a month, to the COUNTY based on the amount and value of the work performed during the billing period. The COUNTY shall make prompt payments in response to the ENGINEER’S payment requests.

ARTICLE 4- GENERAL PROVISIONS

4.1. The provisions of this Agreement represent the entire and integrated agreement between the COUNTY and the ENGINEER, and supersede all prior negotiations, representations, or agreements, either written or oral, and may only be altered, amended, or repealed by a duly executed written instrument.

4.2. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by the ENGINEER under this Agreement. Review, approval, acceptance, or payment for drawings, designs, specifications, reports and incidental work shall not in any way relieve the ENGINEER of the responsibility for the technical adequacy and design suitability of the services furnished under this Agreement. Nor shall review, approval, acceptance or payment for any of the ENGINEER’S services be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages incurred by the COUNTY as a result of the negligent performance of the ENGINEER of any of the services furnished under this Agreement.

4.3. Engineer shall procure and maintain comprehensive general liability insurance, including broad coverage, with liability limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate for personal injury and property damage. Engineer shall maintain automobile liability insurance having a combined single limit of not less than \$1,000,000.00 for bodily injury or property damage per occurrence/policy aggregate.

Engineer shall maintain insurance to protect against claims arising from the performance of Engineer's services caused by negligent acts, errors or omissions for which Engineer is legally liable ("Professional Liability Insurance") in the amount not less than \$1,000,000.00 per claim in the annual aggregate.

Engineer shall indemnify and hold harmless the County, County Engineer and their respective Officers, Agents and Employees from claims, losses, damages, judgments and expenses (including but not limited to reasonable attorney's fees and any costs) arising out of Engineer's negligent acts, errors or omissions, failure to act or intentional or willful misconduct of Engineer's performance of this Agreement.

Engineer shall provide proof of the insurance requested herein to the County prior to starting any work under this Agreement.

4.4. Engineer shall obtain and maintain Workers' Compensation coverage in the amounts required by law to provide protection for employees of the Engineer. Engineer shall provide proof of such coverage to County prior to starting any work under this Agreement.

4.5. The COUNTY shall provide the ENGINEER with full information as to the requirements for the project, and shall make available all information pertinent to the design and construction of the project.

4.6. The COUNTY shall guarantee access to and make all provisions for the ENGINEER to enter under public and private property as required in order for the ENGINEER to perform its services under this Agreement.

4.7. All documents, including design drawings and specifications, furnished by the ENGINEER pursuant to this Agreement, shall become the property of the COUNTY. The COUNTY recognizes that said documents are instruments of the ENGINEER’S services in respect of the project and are not intended or represented by the ENGINEER to be suitable for reuse or alteration by others on the project, or extensions thereof, or on any other project. Any such reuse or alteration without the express written verification or adaptation of the ENGINEER shall be at the user’s sole risk and without liability or legal exposure to the ENGINEER.

4.8. Since the ENGINEER has no control over the cost of labor, material and equipment associated with construction, contractors’ methods of determining prices, competitive bidding or market conditions, its estimates of cost provided for in this Agreement are to be made on the basis of its experience and qualifications and shall represent its best judgment as a design professional familiar with the construction

industry. The ENGINEER can not and does not guarantee that proposals, bids or construction costs relative to the project will not vary from estimates it prepares.

4.9. Neither the ENGINEER nor the COUNTY shall assign or transfer its interests in this Agreement, including money that may become or is due, without the express written consent of the other party hereto. Unless specifically stated to the contrary in any express written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained herein shall be construed as giving any rights or benefits under this Agreement to anyone other than the ENGINEER and the COUNTY.

4.10. Either party may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party before termination.

4.11. The COUNTY may terminate this Agreement, in whole or in part, in writing, for its convenience. In such event, the ENGINEER will be given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party before termination.

4.12. If the COUNTY terminates for default, an equitable adjustment in the compensation provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services or other work, and (2) any payment due the ENGINEER at the time of termination may be adjusted to the extent of any additional costs the COUNTY incurs because of the ENGINEER'S default. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred before the termination.

4.13. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment of the compensation provided for in this Agreement shall be made as provided in 4.12.

4.14. All claims, counterclaims, disputes and other matters in question between the COUNTY and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided through nonbinding mediation. If agreement through mediation cannot be achieved, it will be decided in a court of competent jurisdiction within the State of Ohio.

4.15. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Said books, records, documents and other evidence shall be available to the COUNTY at mutually convenient times.

4.16. The ENGINEER agrees that it will not discriminate against or intimidate any employee or applicant for employment on account of race, creed, sex, handicap, color or military status.

4.17. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable the remainder of this Agreement or the application of such term covenant or condition to the party or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4.18. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

4.19. A waiver on a particular occasion, by any party, of any default or breach of the terms and conditions of this Agreement shall not be deemed as a waiver of any subsequent default or breach of any term, condition or other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 11th day of March, 2020.

WITNESSES:

BELMONT COUNTY BOARD OF COMMISSIONERS

Jayne Long /s/
Jayne Long /s/
Jayne Long /s/

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

WITNESS:

BELMONT COUNTY ENGINEER

Bonnie Zuzak /s/

Terry Lively /s/

Terry D. Lively, P.E., P.S.

WITNESS:

HAMMONTREE & ASSOCIATES, LIMITED

By: _____
Title: _____

Approved as to form:
DANIEL P. FRY
Belmont County Prosecutor
David K. Liberati /s/ Assist. P.A.

PROFESSIONAL SERVICES AGREEMENT
by and between
BELMONT COUNTY, OHIO
And
HAMMONTREE & ASSOCIATES, LIMITED
for
Slip Repair – Blaine Barton Road

This Agreement is made and entered into by and between BELMONT COUNTY, a political subdivision existing under the laws of the State of Ohio, acting by and through its BOARD OF COMMISSIONERS, with offices located at the 101 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as the COUNTY; and HAMMONTREE & ASSOCIATES, LIMITED, a professional association organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, with offices located at 5233 Stoneham Road, North Canton, Ohio 44720-1594; hereinafter referred to as the ENGINEER.

WITNESSETH:

WHEREAS, the COUNTY is desirous of repairing a slip along Blaine Barton Road, Colerain Township and in engaging the services of the ENGINEER in order to assist the COUNTY with the design and construction thereof; and

WHEREAS, the COUNTY, by virtue of Resolution has determined to enter into this Agreement with the ENGINEER.

NOW, THEREFORE, for the mutual considerations contained and specified herein, the COUNTY and ENGINEER have agreed and do hereby agree as follows:

ARTICLE 1- SCOPE OF SERVICES

1. The services to be performed by the ENGINEER under this Agreement are identified on Attachment "A" – Scope of Services, attached hereto and made a part hereof the same as though completely rewritten herein.

1.2. The services indicated are for the completing the necessary design documents for the repair of the referenced slip.

ARTICLE 2- SCHEDULE

2.1. The ENGINEER shall commence the services to be performed under this Agreement immediately upon receipt of express written authorization to proceed therewith from the COUNTY.

2.2. The ENGINEER shall complete the services to be performed under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The services should be completed within six (6) months from receipt of written authorization to proceed. The ENGINEER has no control over review times by other agencies and will not be responsible for delays caused by events beyond its control. The following dates for submittal to the County's offices shall be met in accordance with the above statements assuming the County issues an authorization to proceed by February 28, 2020.

Preliminary Design Submittal June 30, 2020
Final Design Submittal August 30, 2020

ARTICLE 3- COMPENSATION

3.1. The COUNTY shall compensate the ENGINEER for basic services under this agreement an amount not to exceed \$8,100.00 (Eight Thousand One Hundred dollars and no cents). The following items were considered in developing the engineering design costs and these phases will be shown on the project invoicing.

Task 1 – Final Design Plans.....	\$8,100
<hr/>	
TOTAL	\$8,100

3.2. The ENGINEER shall submit periodic payment requests, but not more than once a month, to the COUNTY based on the amount and value of the work performed during the billing period. The COUNTY shall make prompt payments in response to the ENGINEER'S payment requests.

ARTICLE 4- GENERAL PROVISIONS

4.1. The provisions of this Agreement represent the entire and integrated agreement between the COUNTY and the ENGINEER, and supersede all prior negotiations, representations, or agreements, either written or oral, and may only be altered, amended, or repealed by a duly executed written instrument.

4.2. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by the ENGINEER under this Agreement. Review, approval, acceptance, or payment for drawings, designs, specifications, reports and incidental work shall not in any way relieve the ENGINEER of the responsibility for the technical adequacy and design suitability of the services furnished under this Agreement. Nor shall review, approval, acceptance or payment for any of the ENGINEER'S services be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages incurred by the COUNTY as a result of the negligent performance of the ENGINEER of any of the services furnished under this Agreement.

4.3. Engineer shall procure and maintain comprehensive general liability insurance, including broad coverage, with liability limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate for personal injury and property damage. Engineer shall maintain automobile liability insurance having a combined single limit of not less than \$1,000,000.00 for bodily injury or property damage per occurrence/policy aggregate.

Engineer shall maintain insurance to protect against claims arising from the performance of Engineer's services caused by negligent acts, errors or omissions for which Engineer is legally liable ("Professional Liability Insurance") in the amount not less than \$1,000,000.00 per claim in the annual aggregate.

Engineer shall indemnify and hold harmless the County, County Engineer and their respective Officers, Agents and Employees from claims, losses, damages, judgments and expenses (including but not limited to reasonable attorney's fees and any costs) arising out of Engineer's negligent acts, errors or omissions, failure to act or intentional or willful misconduct of Engineer's performance of this Agreement.

Engineer shall provide proof of the insurance requested herein to the County prior to starting any work under this Agreement.

4.4. Engineer shall obtain and maintain Workers' Compensation coverage in the amounts required by law to provide protection for employees of the Engineer. Engineer shall provide proof of such coverage to County prior to starting any work under this Agreement.

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4.8. Since the ENGINEER has no control over the cost of labor, material and equipment associated with construction, contractors' methods of determining prices, competitive bidding or market conditions, its estimates of cost provided for in this Agreement are to be made on the basis of its experience and qualifications and shall represent its best judgment as a design professional familiar with the construction industry. The ENGINEER can not and does not guarantee that proposals, bids or construction costs relative to the project will not vary from estimates it prepares.

4.9. Neither the ENGINEER nor the COUNTY shall assign or transfer its interests in this Agreement, including money that may become or is due, without the express written consent of the other party hereto. Unless specifically stated to the contrary in any express written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained herein shall be construed as giving any rights or benefits under this Agreement to anyone other than the ENGINEER and the COUNTY.

4.10. Either party may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party before termination.

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4.16. The ENGINEER agrees that it will not discriminate against or intimidate any employee or applicant for employment on account of race, creed, sex, handicap, color or military status.

4.17. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable the remainder of this Agreement or the application of such term covenant or condition to the party or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4.18. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

4.19. A waiver on a particular occasion, by any party, of any default or breach of the terms and conditions of this Agreement shall not be deemed as a waiver of any subsequent default or breach of any term, condition or other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 11th day of March, 2020.

WITNESSES:

BELMONT COUNTY BOARD OF

March 11, 2020

COMMISSIONERS

Jayne Long /s/
Jayne Long /s/
Jayne Long /s/
WITNESS:
Bonnie Zuzak /s/

J. P. Dutton /s/
Jerry Echemann /s/
Josh Meyer /s/
BELMONT COUNTY ENGINEER
Terry Lively /s/

WITNESS:

Terry D. Lively, P.E., P.S.
HAMMONTREE & ASSOCIATES, LIMITED
By: _____
Title: _____

Approved as to form:
DANIEL P. FRY
Belmont County Prosecutor
David K. Liberati /s/ Assist. P.A.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING TIME AND PLACE FOR ENGINEER'S ANNUAL MEETING

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the time and place for the Belmont County Engineer's Annual Meeting of County and Township Authorities per ORC 5543.06 as follows:

Date: *Thursday, April 23, 2020*
Time: *6:00 p.m.*
Place: *County Garage – Roscoe Road
St. Clairsville, OH 43950*

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION DECLARING AN EMERGENCY SITUATION RE: BELMONT COUNTY WATER AND SEWER DISTRICT'S 8" WATERLINE ALONG SR 149 NEAR GLENCOE

RESOLUTION

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the following:

WHEREAS, Ohio Revised Code Section 307.86(A)(1) empowers the Belmont County Commissioners to exempt a project from competitive bidding when a situation arises that is determined to be a real and present emergency; and

WHEREAS, the Belmont County Commissioners have been made aware of the present situation regarding the relocation of Belmont County Water and Sewer District's 8" waterline along SR 149 near Glencoe. ODOT is performing a road improvement project in this area and the District must relocate approximately 800 feet of waterline, and;

WHEREAS, the Belmont County Commissioners do hereby determine that a real and present emergency exists due to the waterline being in the state's right-of-way and is hindering the progress of ODOT's project; and

NOW THEREFORE BE IT RESOLVED, that the Belmont County Commissioners do hereby declare the situation regarding the waterline relocation a real and present emergency and authorize bypassing the competitive bidding requirements of the Ohio Revised Code when hiring a contractor to relocate the waterline.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM LITMAN EXCAVATING AND CONSTRUCTION/WATER AND SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Litman Excavating and Construction, in the amount of \$80,000.00, for the relocation of an 8" waterline along SR 149 near Glencoe for the Belmont County Water and Sewer District, based upon the recommendation of Kelly Porter, Director.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING A COPY OF JUVENILE COURT'S 2019 ANNUAL REPORT

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept a copy of the Belmont County Juvenile Court's 2019 Annual Report as submitted per ORC 2151.18.

Upon roll call the vote was as follows:

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

Mr. Dutton said this report is a terrific document and gives a fantastic overview of what the Juvenile Court does.

IN THE MATTER OF APPOINTMENT TO THE BOARD OF DEVELOPMENTAL DISABILITIES

Motion made by Mr. Dutton, seconded by Mr. Echemann to appoint Ms. Shawn McKeen to the Belmont County Board of Developmental Disabilities for a four (4) year term, effective January 1, 2020 through December 31, 2023.

Upon roll call the vote was as follows:

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

March 11, 2020

**IN THE MATTER OF REAPPOINTMENTS TO THE
BELMONT COUNTY TOURISM COUNCIL BOARD OF TRUSTEES**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following reappointments to the Belmont County Tourism Council Board of Trustees for a five-year term:

<u>Name:</u>	<u>Term:</u>
John Rataiczak	March 22, 2020 to March 21, 2025
George Diab	April 28, 2020 to April 27, 2025

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING DEBRA DUTTON
AS PART-TIME COOK/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hiring of Debra Dutton as part-time Cook at Senior Services of Belmont County, effective March 16, 2020.

Upon roll call the vote was as follows:

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

Mr. Dutton noted Debra Dutton is no relation to him.

**IN THE MATTER OF APPROVING QUOTE NUMBER 958 FROM
DIGITAL DATA COMMUNICATIONS, INC/MAINTENANCE GARAGE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Quote Number 958 from Digital Data Communications, Inc., in the amount of \$1,157.79 for one Levono M720 computer for the Belmont County Maintenance Garage.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ESTIMATE NUMBER 5662
FROM ALL-STAR INFLATABLES, INC/EMA**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Estimate Number 5662 from All-Star Inflatables, Inc., in the amount of \$8,880.00 for one (1) large Inflatable Firehouse and accessories for the Belmont County Emergency Management Agency.

Upon roll call the vote was as follows:

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

Mr. Dutton said this is a training house used by the local fire departments through EMA. He added this was bought by donations made to the EMA.

OPEN PUBLIC FORUM-Sharon Newell, Randy Street and Jim Morrison of Otto Road were present regarding their ongoing effort to have a waterline extended to Otto Road. He said he had a couple requests regarding the waterline and the out of pocket expenses. He said the seven families that live on Otto road need to come up with a total of \$39,763.00. Right now, they are only obligated to come up with the money to get the (CDBG grant) application submitted which is \$27,864.00. He said he is seeking donations from the township and others and also asked the Board of Commissioners if they can contribute. Mr. Morrison also asked the board if they could reach out to A. C. Wiethe of Belomar (who is preparing the grant application) and find out where the donated money can be sent when they get it together. He said they have been unable to find out.

Dan Lima, OSU Extension Office

RE: Agriculture and 4-H Program Update

Present: Dan Lima, Amanda Bohlen, Area Leader and Crystal Antill, 4H Program Assistance and 4H Teen Ambassadors
The Teen Ambassadors gave a power point presentation and explained their program. One of the biggest things they do are community service projects. Last year they hosted the Relay for Life program and raised approximately \$22,800. Mr. Lima hi-lighted the Pesticide Certification and Recertification program and the Fertilizer Certification program with his presentation. The pesticide certification classes are held every year in Columbus when they meet with ODA and talk about research and new laws. They then bring that information back and cater it to the needs of the county. Recertification is required every three years. He said fertilizer certification is tied to the pesticide certification license. Mr. Lima said there are a lot of laws and safety regulations on the use of fertilizer. He added the Good Agricultural Practices program emphasizes hygiene, water usage for food safety, irrigation, cleaning produce, etc.

RECESS

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:31 A.M.**

Motion made by Mr. Dutton, 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 and compensation of public employees.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:47 a.m..

Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there is no action for the board to consider at this time.

March 11, 2020

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Belmont County Water and Sewer District Director Kelly Porter, pursuant to ORC 121.22(G)(2) Property Exception to consider the purchase of property for public purposes.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:57 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:57 a.m..

Upon roll call the vote was as follows:

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

Mr. Dutton said there is no further action to be taken by the board at this time.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:57 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 11:57 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 25th day of March, 2020.

J. P. Dutton /s/ _____

Jerry Echemann /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

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

J. P. Dutton /s/ _____ PRESIDENT

Jayne Long/BZ /s/ _____ CLERK