St. Clairsville, Ohio

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board.

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

IN THE MATTER OF ALLOWANCE OF BILLS AS CERTIFIED IN THE AUDITOR'S OFFICE

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
A-AT&T	Telephones-Public Defender/General Fund	165.72
A-BP Products North America	Gasoline/General Fund	1,260.36
A & J-Comcast	High speed internet/General & Real Estate Assessment Fund	340.02
A-Draft-Co., Inc.	Renewal Software Support-GIS Projects/General Fund	44.99
A-Draft-Co., Inc.	Web Hosting-GIS Projects	500.00
A-Riesbeck's	Local Corrections Planning BdCommon Pleas/General Fund	135.38
A-Treasurer of State of Ohio	Audit Fees/General Fund	31,025.80
E-Motorola Solutions	911 Radio kits/911 Fund	2,369.65
O-Bank of New York Trust Co.	June interest payment/Bond Retire-Jail Construction Fund	33,246.88
O-Bank of New York Trust Co.	June interest payment/Bond Retire-Satellite Bldg. Fund	23,460.63
O-Bank of New York Trust Co.	June interest payment/Bond Retire-Eastern Div. Ct. Bldg.	17,703.74
O-Huntington National Bank	June interest payment/Bond Retire-Jail Construction Fund	14,625.00
P-Gall's, LLC	Misc. supplies/Critical Incident Stress Management/EMA Fund	184.96
S-Beth A. Andes, MS, PCC	Counseling Services/District Detention Home Fund	910.00
S-ERB Electric	Service call/Northern Ct. General Special Projects Fund	95.50
S-TSG	Data backup & vaulting/Northern Div. Ct. Computer Fund	179.70
S-TSG	Offsite backup and wireless desktop/Eastern Div. Ct. Comp. Fund	581.08
S-TSG	Offsite backup/Western Div. Ct. Computer Fund	134.80

IN THE MATTER OF APPROVING RECAPITULATION

OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for May 7, 2014 as follow:

FUND	AMOUNT	
A-GENERAL	\$69,450.99; \$24,334.5	1; \$3,068.82
A-GENERAL/AUDITOR	\$723.52	
A-GENERAL/COMMON PLEAS	\$1,296.07	
A-GENERAL/EMA	\$5,585.88	
A-GENERAL/JUVENILE COURT	\$182.00	
A-GENERAL/PROBATE COURT	\$80.00	
A-GENERAL/Guardianship Probate Investigator	\$627.90	
A-GENERAL/SHERIFF	\$41,459.88	
A-GENERAL/911	\$3,615.21	
B-Dog Kennel	\$1,755.54	
C-Indigent Guardianship Fund	\$1,800.00	
G-Convention and Visitors Bureau	\$24,167.00	
H-Job & Family, CSEA	\$5,003.73	
H-Job & Family, Public Assistance	\$73,046.00; \$5,676.77	; \$3,487.50
H-Job & Family WIA	\$63,187.27; \$25,471.9	3; \$17,706.23; \$18,250.00
K-Engineer MVGT	\$15,771.06; \$857.22	
M-Juvenile Ct. Intake Coordinator	\$413.18	
M-Juvenile Ct. Drug Court Donations	\$2,061.00	
M-Juvenile Ct. Placement II	\$50.00	
M-Juvenile Ct. Title IV-E Reimb.	\$8,428.44	
M-Juvenile Ct. Truant Officer Grant	\$84.15	
P-Oakview Admn Bldg.	\$2,190.37	
S-Certificate of Title Adm Fund	\$154.53	
S-District Detention Home	\$2,628.35; \$3,361.43	
S-Job & Family, Children Services	\$24,210.37; \$4,377.98	; \$896.31
S-Juvenile Ct. Computer Fund	\$119.00	
S-Senior Services	\$32,605.30	
S-Sheriff Commissary	\$4,361.77	
S-Western Ct. General Special Projects	\$628.05	
T-CDBG Escrow Account	\$32,021.00	
Upon roll call the vote was as follows:		
	Mr. Thomas	Yes
	Mr. Coffland	Yes
	Mrs. Favede	Yes

"BILLS ALLOWED"

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the following transfers within fund for the following funds: **GENERAL FUND**

FROM	ТО	AMOUNT	
E-0051-A001-A50.000 Budget Stabilization	E-0253-A008-D03.000 Crippled Children Aid	\$50,000.00	
E-0051-A001-A50.000 Budget Stabilization	E-0051-A001-A15.012 Sheriff's Cruisers	\$ 7,300.00	
Additional funds needed to complete the purchase of four (4) new Sheriff's Cruisers from Whiteside.			

9-1-1 DEPT

MAGISTRATE

ENGINEERS EMPL

PROBATE CT EMPL

COMM PLEAS CT EMPL

PROBATE CT JUV EMPL

PROSECUTING ATTNY

S70 BELMONT COUNTY SENIOR		EVY FUND	
FROM	ТО		AMOUNT
E-5005-S070-S11.012 Equipment		70-S12.000 Capital Outlay	\$100,000.00
W80 PROSECUTOR'S VICTIM ASS FROM	<u>SISTANCE PROGRAM</u> TO		AMOUNT
E-1511-W080-P04.000 Other Expenses	E-1511-W0	80-P02.010 Supplies	\$100.21
Upon roll call the vote was as fo			
	Mr. Coffland Yes		
	Mr. Thomas Yes Mrs. Favede Yes		
		,	
IN THE MATTER OF TRANSFER I THE BEMONT COUNTY GENERA	L FUND AND		
THE O10 FORCE MAIN EXT. PRO			
		approve the following transfer	between the Belmont County General Fund
and the O10 Force Main Extension Proj			
FROM E-0257-A015-A15.074 Transfers Out	TO R-9207-0010-005	574 Transfers In	AMOUNT \$43,576.40
<i>Note: To transfer funds needed fo</i>			94 <i>3,3</i> 70.40
Upon roll call the vote was as for		VV/V1/17.	
open for our the vote was as it	Mr, Coffland Yes		
	Mr. Thomas Yes		
	Mrs. Favede Yes	5	
	ollows: Mr. Coffland Mr. Thomas Mrs. Favede <u>YER'S SHARE PERS/</u> <u>ACK FOR APRIL, 2014</u> seconded by Mr. Coffland to	06/01/14 Yes Yes Yes	AMOUNT \$ 23,000.00 r of funds for the Y-95 Employer's Share
PERS/Holding Account for the month of Gross Wages P/E 04/05/14 to 04/1 GENERAL FUND	1 /		
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,099.17
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	449.82
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	449.82
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,532.67
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,442.22
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	
			4.490.57
NURSES-JAII			4,496.57 1 589 59
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	1,589.59
NURSES-JAIL COMM-DIS SERV COMM-MAINT & OP			

R-9895-Y095-Y01.500

R-9895-Y095-Y01.500

R-9895-Y095-Y01.500

R-9895-Y095-Y01.500

R-9895-Y095-Y01.500

R-9895-Y095-Y01.500

R-9895-Y095-Y01.500

5,720.82

4,416.54

1,190.20

3,186.28

1,754.20

6,395.28

6,196.92

5,152.13	R-9895-Y095-Y01.500	E-0121-A006-B09.003	RECORDER
5,990.15	R-9895-Y095-Y01.500	E-0131-A006-A13.003	SHERIFF'S (PERS)
2,181.78	R-9895-Y095-Y01.500	E-0141-A001-C09.003	TREASURER
803.72	R-9895-Y095-Y01.500	E-0151-A002-F07.003	CORONER
2,296.75	R-9895-Y095-Y01.500	E-0160-A009-D07.003	SOLDIER'S RELIEF
1,923.29	R-9895-Y095-Y01.500	E-0170-A006-G09.003	PUBLIC DEFENDER
3,015.70	R-9895-Y095-Y01.500	E-0181-A003-A09.003	BD OF ELECT/EMPLY
32.00	R-9895-Y095-Y01.500	E-0210-A001-F02.003	BUDGET COMM
405.09	R-9895-Y095-Y01.500	E-0300-A008-B10.003	T. B. SAN
75,805.51			
581.53	R-9895-Y095-Y01.500	E-1600-B000-B08.003	DOG & KENNEL
2,390.96	R-9895-Y095-Y01.500	E-2210-E001-E10.003	COUNTY HEALTH
	R-9895-Y095-Y01.500	E-2211-F069-F04.000	Trailer Parks
204.00	R-9895-Y095-Y01.500	E-2227-F074-F03.002	Home Sewage Treatment Sys
453.00	R-9895-Y095-Y01.500	E-2213-F075-F02.003	Vital Statistics
	R-9895-Y095-Y01.500	E-2214-F076-F01.002	Public Health Infrastructure

E-0056-A006-E08.003

E-0061-A002-B14.003

E-0063-A002-B28.003

E-0070-A012-A08.003

E-0081-A002-D10.003

E-0082-A002-C36.003

E-0111-A001-E09.003

Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	961.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	367.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	007.00
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	430.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	439.00
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,319.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	42,323.98
WINDSTORM -HUMAN SERV	E-2600-H005-H12.000	R-9895-Y095-Y01.500	1,419.05
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,550.41
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,430.37
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	968.44
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	11,861.60
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,051.11
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	900.48
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	1,154.60
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	866.50
Intake Coordinator	E-0400-M062-M02.000	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,089.78
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	557.62
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,336.43
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	7,197.56
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	540.69
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,867.71
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	140.89
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	25.59
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	700.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,161.38
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	7,264.94
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,879.09
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	296.16
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	24,557.79
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	14,466.46
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.98
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,693.12
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	167.20
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	125.40
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	607.52
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	145.08
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,050.54
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	205.80
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	481.41
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	605.28
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	

Upon roll call the vote was as follows:

Mrs. FavedeYesMr. CofflandYesMr. ThomasYes

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

Motion made by Mrs. Favede, seconded by Mr. Thomas to execute payment of Then and Now Certification dated May 7, 2014, 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 or order.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Thomas	Yes
Mr. Coffland	Yes

IN THE MATTER OF REQUEST FOR CERTIFICATION

OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Thomas, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. GENERAL FUND - \$80.00 and \$157.00 paid into R-0050-A000-A45.500 Refunds & Reimbursements on 05/06/14 reimbursement of Guardian Ad Litem fees.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

COMMISSIONERS - Matt Coffland, Mark Thomas and Ginny Favede to travel to Las Vega, Nevada, on May 18-20, 2014, to attend the **RECON** Convention.

DJFS- Linda Kinter and Shelley Cooper to travel to Coshocton, OH, on May 8, 2014, to attend Ohio Enhanced Medicaid Services Meeting. Estimated expenses: \$102.40

EMA – Dave Ivan and Becky Horne to travel to Woodsfield, OH, on May 14, 2014, to be evaluators for a mock exercise; to Sally Buffalo Park on May 20, 2014, to be evaluators for a mock exercise; and Dave Ivan to travel to Meigs County, on May 20, 2014, for a Southeast EMA Director's meeting. A county vehicle will be used for travel.

ENGINEER - Engineer Fred Bennett, GIS Director Don Pickenpaugh and Drafting Technician II Dustin Reed to travel to Columbus, OH, on June 10, 2014, to attend the 2014 Land Records Modernization Conference & Trade Show. Estimated expenses: \$250 each

JUVENILE COURT - Dave Carter, Court Custody Case Manager, to travel to Columbus, OH, on May 7, to attend an ODJFS Title IV-E Round Table at the Supreme Court.

SENIOR SERVICES - Barb Ballint, John Carlier, Tina Burkhart and David Hacker, to travel to Cambridge, OH, on May 14, 2014, to attend Older Adult Extravaganza Conference. A county vehicle will be used.

Donna Steadman to travel to Wheeling, WV, on May 8; to Moundville, WV, on May 29 for senior center outings; and to Cambridge, OH, on May 14, 2014, to attend the Older Adult Extravaganza. County vehicles will be used.

Valerie Forst to travel to Cambridge, OH, on May 14, 2014, to attend the Older Adult Extravaganza/Derby Day senior center outing. A county vehicle will be used.

Linda Wells to travel to Cambridge, OH, on May 14, 2014, to attend the Older Adult Extravaganza senior center outing. A county vehicle will be used.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF APPROVING MINUTES OF REGULAR

BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 26, 2014.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF CHANGING A REGULAR MEETING DAY

DUE TO A SCHEDULING CONFLICT

Motion made by Mr. Thomas, seconded by Mr. Coffland to hold the Board's regular meeting on Thursday, May 22, 2014 at 9:00 a.m. instead of Wednesday, May 21 due to scheduling conflict.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF APPROVING THE HIRING OF LOGAN DANIEL BARNES FOR THE POSITION OF DISTRIBUTION UTILITY WORKER/BCSSD

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Logan Daniel Barnes for the position of Distribution Utility Worker for the Belmont County Sanitary Sewer District beginning May 12, 2014 at the rate of \$11.85 per hour. Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs Equada	Voc

Mrs. Favede

IN THE MATTER OF ENTERING THE PARTICIPATION AGREEMENT WITH COUNTY EMPLOYEE CONSORTIUM OF OHIO, INC. (CEBCO)

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into the Participation Agreement with County Employee Consortium of Ohio, Inc. (CEBCO), effective June 1, 2014 through December 31, 2017.

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 the County of Belmont, Ohio ("the Member"), a political subdivision of the State of Ohio. This Agreement shall commence at 12:01 on the 1st day of June, 2014, and shall terminate at 11:59 p.m. on the 31st day of December, 2017.

RECITALS I.

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.

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

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

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

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

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

П. **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**

31 Acceptance of Member. 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 Provision of Coverage. 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 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. Such report shall also include a listing of disbursements made for the administration of the program, including claims paid, costs of the legal representation of political subdivisions and employees, and fees paid to consultants, and shall contain such other items as are necessary to achieve compliance with the requirements of Section 9.833 (C)(1) of the Ohio Revised Code.

Within ninety (90) days after the last day of each fiscal year, CEBCO shall obtain and make available to 3.4 Financial Audit. 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.

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

IV. **MEMBER'S OBLIGATIONS**

Acceptance of Membership. Subject to the provisions of this Agreement regarding withdrawal or expulsion, the Member 4.1 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.

The Member shall promptly pay all Funding Rates associated with the coverages it elects, as such Funding Rates 42 Payments. 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 Collective Bargaining Agreements. 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 CEBCO Procedures. 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 Insurance and Reinsurance. 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.

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

Cooperation. The Member will cooperate fully with CEBCO in activities relating to the purposes and powers of CEBCO, 4.7 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.

Report to CEBCO. The Member agrees to report to CEBCO as soon as reasonably possible, all incidents or occurrences that 4.8 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.

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

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.

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

PROGRAM DESCRIPTION V.

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.

MEMBER CONTRIBUTIONS VI.

Funding Rates. 6.1 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:

- its claims fund contribution a.
- its incurred but not reported claims contribution: b.
- its claims contingency reserve fund contribution; and с.
- 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 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 Surplus. 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.

Deficits. As specified in Section 8.2 of this Agreement, upon Withdrawal Prior to Expiration of Agreement, the Member will 6.3 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 guoted 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**

The initial term of this Agreement is the period specified in the introductory paragraph of this Agreement. The 7.1 Initial Term. 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.

Notice of Subsequent Terms. No later than thirty (30) days following its receipt of notice from CEBCO that the term of this 7.2 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

Withdrawal Upon Expiration of Agreement. Upon the expiration of this Agreement, the Member may withdraw from any or 8.1 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 Withdrawal Prior To Expiration of Agreement. 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 paving 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.

Re-Entry. A Member which withdraws from CEBCO, whether prior to the expiration date of this Agreement, may be 8.3 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 The Member may be expelled from membership in CEBCO, if the Member materially breaches or violates any of Expulsion. 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.

Expulsion Proceedings. Upon a majority vote of the Board, the Board may initiate expulsion proceedings by giving written 92 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 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

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 CE BCO 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**

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

11.2 Applicable Law. 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:

County of <u>Belmont</u> Attention: <u>Belmont County Commissioners</u> <u>101 W. Main St.</u> <u>St. Clairsville, OH 43950</u>

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 furthers 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 <u>Dispute Resolution.</u> 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 EN	APLOYEE BENEFIT
	CONSORTIU	UM OF OHIO, INC.
	By: Douglas I	Foust /s/ /s/
	COUNTY OI	
	Mark A. Thom	nas /s/
		Commissioner
	Matt Coffland	//s/
		Commissioner
	Ginny Favede	/s/
		Commissioner
	APPROVED A	AS TO FORM
	David K. Libe	rati /s/
		(Ass't) Prosecuting Attorney
Upon roll call the vote was as follows:		
	Mr. Thomas	Yes
	Mr. Coffland	Yes
	Mrs. Favede	Yes

IN THE MATTER OF ACCEPTING THE PROPOSAL FROM KUCERA PLUMBING, HEATING, COOLING & SHEET METAL, LLC, FOR NEW PNEUMATIC CONTROL SYSTEM FOR BCDJFS/ BUILDINGS AND GROUNDS

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the proposal from Kucera Plumbing, Heating, Cooling & Sheet Metal, LLC, in the amount of \$34,500.00 for labor and material for a new pneumatic control system for the Belmont County Department of Job & Family Services Fox Shannon Building.

KUCERA PLUMBING, HEATING, COOLING & SHEET METAL,

L.L.C. 4150 CENTRAL AVE SHADYSIDE, OHIO 43947 740-671-8239 OFFICE 740-325-1478 FAX 740-296-9091 CELLULAR April 11, 2014

Job and Family Services ATTN: Bob Roth 310 Fox Shannon Place St. Clairsville, Ohio 43950 Mr. Roth,

We are pleased to provide pricing a new control system at the Belmont County Family Services office. **Installation scope:**

- All work is to be done Monday through Friday, 8 a.m. to 5 p.m.
- 1 Honeywell Webvision
- 2 Honeywell Excel 15 Plant Controllers

- 2 Honeywell 75va Transformer
- 1 Honeywell 20hp VFD
- 3 Honeywell Actuators
- 1 Honeywell 1 ¹/₂" 3 Way Valve
- 1 Honeywell P764001040
- 2 Honeywell Duct Sensors
- 1 Honeywell Duct Averaging Sensor
- 1 Honeywell Outdoor Sensor
- 2 Honeywell Immersion Sensor
- 9 RIB Relays
- 1 Honeywell Excel 10
- 8 Honeywell Smart Vav Actuators
- 2 Honeywell 50va Transformers
- 5 Honeywell TR23 Wall Sensors With Ads
- 4 Honeywell TR21 Wall Sensors
- 2 Honeywell ³/₄" 3 Way Valves
- 2 Honeywell 1" 3 Way Valves •
- 2 Terminator Modules
- 1 System Programming and Start Up

Labor and Material: \$34,500.00

Sincerely,

Acceptance

Sincerely,	DATE
Mike Kucera /s/	<u>Mark A</u>
Mike Kucera	Matt Co
Commercial/Industrial Estimator	Ginny l
	BELM

Upon roll call the vote was as follows:

APPROVED <u>5/7/</u>14 <u>l. Thomas /s/</u> offland /s/ <u>Fave</u>de /s/ ONT COUNTY COMMISSIONERS Date Mr. Thomas Yes Mr. Coffland Yes

IN THE MATTER OF APPROVING AND SIGNING THE PROJECT AGREEMENT FOR **BUILDING ENVIRONMENTAL SYSTEMS WITH H.E. NEUMANN FOR BCDJFS** MARTINS FERRY BUILDING HVAC REPLACEMENT PROJECT/BUILDINGS AND GROUNDS

Mrs. Favede

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Project Agreement for Building Environmental Systems, Proposal Number 24033, with H.E. Neumann in the amount of \$82,899.00 for the Belmont County Department of Job & Family Services-Martins Ferry Building HVAC replacement project.

PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Yes

Proposal Date	Proposal Number	Agreement No.	
04/08/2014	24033		
BY AND BETWEEN:			
H. E. Neumann		Belmont County	
100 Middle Creek Road	AND	101 West Main Street	
Triadelphia, WV 26059		St. Clairsville, Ohio 43950	
hereinafter CONTRACTOR hereinafter CUSTOMER			
SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):			
JOBS AND FAMILY SERVICES – MARTINS FERRY			
We are pleased to confirm our quotation for all labor and materials to replace the air conditioning system			
that serves Jobs & Family Services in Martins Ferry. We would remove the existing system which			
consists of (2) indoor air-handlers, (1) indoor compressor and (1) remote roof mounted water cooled			
condenser. We would install (1) new Carrier 15 ton indoor air-handler with DX coil and 2-row hot water			
coil, (1) new Carrier 10 ton indoor air-handler with DX coil and 2-row hot water coil, (1) new Carrier 10			

rrier 10 ton indoor air-handler with DX coil and 2-row hot water coil, (1) new Carrier ton indoor air-handler with DX coil and 2-row hot water coil, (1) new Carrier 15 ton air cooled condensing unit and (1) new Carrier 10 ton air cooled condensing unit. The new air-handlers would take place of the existing indoor air handlers and the (2) new condensing units would be roof mounted taking place of the existing water cooled condenser. Included in this quotation are allowances for all necessary supply & return ductwork revisions, all necessary refrigerant piping installation & insulation, all necessary roof-work, all necessary high and low voltage wiring including disconnects where required (United Electric), new 410A refrigerant, crane rental (Savage Construction) and proper system start-up and testing. This work would be protected by a (1) year parts and labor warranty and an extended 2nd

through 5th compressor part only warranty.

TOTAL INSTALLATION AMOUNT FOR THE ABOVE MENTIONED WORK=\$82,899.00

CONTRACTOR	CUSTOMER
John Daniel Longwell /s/	Mark A. Thomas /s/
Signature (Sales Representative)	Matt Coffland /s/
Approved For Contractor	Ginny Favede /s/
	Signature (Authorized Representative)
Signature	Mark A. Thomas
Project Sales Manager	Matt Coffland
Name & Title	Ginny Favede
	Name (Print Type)
	Belmont County Commissioners
	5-7-14
Date	Date
Upon roll call the vote was as follows:	
_	Mr. Thomas Yes
	Mr. Coffland Yes
	Mrs. Favede Yes

IN THE MATTER OF AWARDING THE BID FOR THE ENGINEER'S PROJECT 14-1 BEL-VAR GUARDRAIL PHASE 3 TO LAKE ERIE CONSTRUCTION CO.

Motion made by Mr. Thomas, seconded by Mr. Coffland to award the bid for the Belmont County Engineer's Project 14-1 BEL-VAR GUARDRAIL PHASE 3 to the low bidder, Lake Erie Construction Co., in the amount of \$169,125.00, based upon the recommendation of Fred Bennett, County Engineer.

Note: This is for County Highway 5, (Crescent area), 10 (Crescent-Barton) and 56 (Rt. 9 to Maynard, Maynard to county line)

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF APPROVING AND SIGNING THE LIEN SUBORDINATION OF PROPERTY OWNED BY JASON E. AND ALICIA A. WILLIAMS/BELOMAR

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the lien subordination in the amount of \$40,000.00 in regard to property owned by Jason E. and Alicia A. Williams based upon the recommendation of A.C. Wiethe, Director of Management Services, Belomar Regional Council.

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration that Wes Banco Bank, Inc. of 1 Bank Plaza, Wheeling, West Virginia, shall loan the sum of \$40,000.00 to Jason E. and Alicia A. Williams, married, of 150 Commodore Lane, Barnesville, Ohio, upon the security of a mortgage recorded in Official Record Volume _____, Pages _____, upon the following real property:

Situated in the Village of Barnesville, County of Belmont, State of Ohio, and known as and being Lots 22 and 23 as shown and

designated on the Plat of Captina Creek Estates as platted and of record in Cabinet C., Slide 199, of the Belmont County Plat Records The undersigned, Matt Coffland, Ginny Favede and Mark A. Thomas, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said WesBanco Bank, Inc. of 230 East Main Street, Barnesville, Ohio, shall be second lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive, in its favor, the priority of Mortgage thereon, dated February 17, 2009 and executed and delivered to the Belmont County Recorder, by said Jason E. and Alicia A. Williams, and recorded in Volume 178, at Pages 731-746, of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages WesBanco Bank is now the owner and holder.

Matt Coffland, Ginny Favede and Mark A. Thomas, Belmont County Commissioners, have caused their names to be subscribed hereto this $\frac{7^{th}}{1000}$ day of May , 2014.

		Belmont County Commissioners:
	By:	Ginny Favede /s/
		Ginny Favede
		Matt Coffland /s/
		Matt Coffland
		<u>Mark A. Thomas /s/</u>
		Mark A. Thomas
ows:		
	Mr. Thomas	Yes
	Mr. Coffland	Yes
	Mrs. Favede	Yes

Upon roll call the vote was as follows:

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR OKIE BARTON, JR./BELMOMAR

Motion made by Mr. Thomas, seconded by Mr. Coffland approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Okie Barton, Jr., for a mortgage deed dated July 12, 1999 as recorded in Volume 0742, pages 073-075, in the Belmont County Recorder's Office based upon the recommendation of A.C. Wiethe, Belomar Regional Council. *Note: Mr. Barton was a CHIP Grant recipient and the lien has been satisfied.*

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed dated <u>July 12, 1999</u>, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume <u>0742</u> at pages <u>073-075</u>, executed by <u>Okie Barton, Jr.</u> to the undersigned has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

<u>5/7/14</u>		Belmont Cou	nty Commissioners:
Date	By:	<u>Matt Coffland</u>	<u>d /s/</u>
		Matt Coffland	d, President
		<u>Ginny Favede</u>	<u>e /s/</u>
		Ginny Favede	2
		Mark Thomas	<u>s /s/</u>
		Mark Thomas	5
Upon roll call the vote was as follows:			
	Mr. Th	omas	Yes

Mr. Coffland	Yes
Mrs. Favede	Yes

OPEN PUBLIC FORUM –

DISCUSSION HELD RE: BETHESDA WATERLINE PROJECT-Dirk Davis, Bethesda Village Administrator, and Dick Quinlin, Bethesda Water Director, discussed the county water lines coming into the village. They said they are almost ready to hook into the county lines and this needs addressed quickly. Mr. Coffland noted the board has met with them three times on this project and had asked the Village to work with our Water Superintendent, Mark Esposito. Mr. Coffland said he was advised by Mr. Esposito that he did work with the village and the issues had been taken care of. Mr. Coffland noted the board is willing to meet with village officials and have Mr. Esposito present, as he is the one who understands the water projects. He said the board asked Mr. Esposito to gather information and bring it to them.

Mr. Davis said they had a "gentleman's agreement" with the 16 inch water line coming off the Belmont 147 tower into Bethesda; the 2 million gallon tank. He said we agreed that the county would supply the water line and Bethesda would install it at their cost. He also said Bethesda is not asking for any county money, just for Bethesda to be part of the county. They are looking to help the county extend its lines to the western part of the county. Mr. Davis stated we still need to look at the fact that Morristown, Belmont, Union Local, 208 area is fed by an 8 inch line. He said the county has a 16 inch line coming down Noon Road. Mr. Davis said he feels the 8 inch line is not large enough to service all the industry coming into that area. He is asking that the county use gas and oil money to help them out on the installation of the complete line down to their meter. Mr. Davis said, "Financially we can't afford the \$208,000.00 that it's going to cost, unless we borrow the money." Dick Quinlin, Water Director/Developer for the project, thanked Commissioner Thomas for attending a recent meeting, but said they have been dealing with Commissioner Favede all along and that they would like to continue to deal with her because she has attended 3 to 4 meetings. He

said this project started in 2009. They have come through the planning stage, engineering, permitting, EPA, and gotten the grant. He said, "Our system is almost complete and there has not been one stick of pipe or an agreement set up between the county and Bethesda." He said he spoke to Mr. Esposito on Friday but since he is an employee of the county, they felt it necessary to talk to the board to get the issues resolved today or in the next few days. He said in July they will be ready to turn water on. There are issues. He said they are not here to demand, but to ask. Mr. Coffland stated, "Just for the record, at the last meeting you were here, you asked for letters of support, which this board gave you." Mr. Quinlin said, "Right." Mr. Quinlin advised the last item in the newspaper clippings and the last time they were here was October of last year and that is when Commissioners Probst, Favede and Coffland and Mark Esposito met. Mr. Esposito had previously told them what was needed to upgrade Rt. 9 pump station. They have recently spoken again about what needs done to fix the line. The village is aware the county has received gas and oil money. He said they are not trying to take the county's money, but since there are at least 10 other entities that the Rt. 9 pump station serves from St. Clairsville west, could the county borrow the money to get this taken care of, or get the energy companies to help or through a grant. The upgrades will strengthen their lines along with the all the communities the county sells water to now and in St. Clairsville and all of the development that is going on around 331 and 208. He again stated there was a "gentlemen's agreement" regarding the 16 inch line. Since the county has received money to do infrastructure and extensions, Mr. Quinlin stated, "We feel we owe it to our citizens to try to keep their rates down as low as we can and we're asking for consideration. We'll stick to the gentlemen's deal. We've got to, but if you could consider helping us out with construction, and I can furnish you a copy of the costs for us; that would be the engineering, the EPA permitting and a construction company to bury it, it's going to be \$208,000.00 for us. If you can't or won't help us with that, then we are going to be forced.... I've got to get an OWDA loan in, which we have talked to them already when we made that agreement with you originally. We've got to get that in and get this ball rolling." Mr. Coffland said, "For my sake, I will look at this, but I do know when you approached us before it was for the letter (of support) and financially you were alright and that you even had correspondence with an oil company that was going to help you on this waterline and that's kind of where I cut off because it was being taken care of." Mr. Quinlin advised, "Rice (Energy) dropped all the stuff they told us they were going to do. That hasn't occurred." Mr. Coffland noted, "I can tell you the Rice Energy money that we have received, the \$3 million, has been reinvested as you've read or we've been over it. We have yet to receive any royalties. Now that you have asked me, I will look at it and work with the two commissioners to see what we can do." Mr. Quinlin said that Mark Esposito is steadfast that a 16 inch line be put in place which far exceeds what Bethesda needs to run its community. They feel a 12 inch line will meet their needs. Mr. Quinlin said a 16 inch would be fine, but if they are going to have to pay for part of it, they want to get the cost down to a 12 inch line. Mrs. Favede asked if it was possible to discuss the county paying the difference between the 12" line and the 16" line if that is what Mr. Esposito wants since they feel only a 12" line is needed to serve the village. Mr. Coffland suggested that the board get with Mark next week in a work session and discuss the difference. He said it's easier when everyone is in the same room. Mr. Coffland advised the funding that has come in has been well invested for the county's sake. Mr. Davis said, "Our finances, when you said we were in pretty good shape, we were looking at a pretty good chance of getting the grants for our paving. We had a good chance of getting the paving and it was \$350,000-\$400,000 for our paving. Well, that all fell through, so that put us back into a bind for the money for the extension of the 16 inch line." He said, "I don't think Mr. Esposito wants to have that 12 inch come off of there because he wants to extend that 16 inch further west and eventually in the future he wants to go through Hendrysburg and Piedmont, but that's another 30-40 years. That's the idea of extending that 16 inch." Mr. Davis said as far as Rice Energy goes, they were going to help Bethesda but there was a little conflict there between the purposes of what oil company is going to get the water. Mr. Davis explained, "The 16 inch line was going to be extended down to the meter pit and clear into the middle of town and we discussed with Mr. Esposito that Bethesda south and the farmers with the long wall projections going to be done by Murray Energy, with the projections south of Belmont to Bethesda and west to Barnesville and that whole area has no water at all right now and with Mr. Murray putting in a 6 inch pipeline, which he extends, it helps the county. That was the purpose of you bringing in that 16 inch west so that the flow of the water can get to these residents eventually with all the businesses that are just going to start from Barnesville to the 208 area. We know that right now you've got a lot of money tied up into the project at the mall to the northside with the road project and all that. We understand that. He said Bethesda is "trying to help the county extend this big pipe west, where more industry is and into the open land that's available to put industry in."

Mr. Quinlin added the other major issue Bethesda has is that Mr. Esposito said in a letter he can give Bethesda 125,000 gallons a day right now, before the Rt. 9 is done and the connection, until they can connect to the county and that's all they can do in that 2 million gallon tank. Mr. Quinlin said, "Again this has been 5 years in the planning stage meeting with Mark." He advised the 125,000 gallons will meet their daily demands, but if there is a water break or a fire.... they want to know how soon. He said they cannot wait 2-3 years for this to be in the stage of planning. Mr. Qulinlan said once they connect to the county they need, in the event of an emergency, to get a sufficient volume of water for safety and health. He said it was mentioned that the county doesn't want them purchasing water off of Barnesville. He said they only reason they are leaving Barnesville, (they have given them good service), but they can't supply all of their needs. They want to maintain that connection so that if something should happen, they can still get enough water from them to meet their sanitary needs and drinking water. He noted that line benefits the county also. Mr. Coffland asked what the total project was. Mr. Quinlin answered \$3.9 million. They have 40% forgiveness on the loan and a 30 year no interest loan to pay it off. The remainder is \$2.8 million they are paying off over 30 years. If they can't get any help with construction of the 16 inch main, they are going to have to go to OWDA for an additional 30 year loan at 1.5% which will add onto their debt for the next 30 years for their customers. Also ODOT is removing the bridge on 147. That is where their connector line is to Barnesville. They got an engineering cost and design on this of \$40,000.00. They also need to secure funding for that. Mr. Quinlin stated they appreciated getting to talk to the board. He said they are not trying to get the boards' money or give the board grief; they are trying to get this as low for Bethesda, a part of Belmont County. The rate now for the water is \$9.85 per thousand. The sewer is on top of that along with a \$22.00 surcharge to help pay off the loan. Mr. Coffland asked how that compared to other villages. Mr. Davis said out of a 10 they are probably an 8 in highest. There are a few higher, but the rest of them are lower. Mrs. Favede noted two of his questions pertained to the water tank on Rt. 147 and she asked the importance of the questions regarding that. Mr. Quinlin answered, "That's where the county's got the new tank. That's where we will be tapping onto to get our water from. Right now we've got a 100,000 gallon water tank that we had to get rid of. It's vintage 1936. We had the choice from EPA of building another 150,000 gallon tank, which still is just a little bit over our daily demand. If we went to a higher tank, they didn't want to approve that because we'd have to put chlorination at tank site and we'd have to upgrade our distribution operator to a plant operator." Mr. Quinlan said the county is 2 miles away with a 2 million gallon tank. He said they hired an engineering firm in 2009 and they did 3 studies. He said, "One, keep borrowing from Barnesville and pick this all up. The second one was, the county is hooked to us now, we bought water from them previously, but it's off the Rt. 40 loop, which it couldn't handle us either; they would have had to put a pump in. Well there's a new 2 million gallon tank the county's got. Well gravity flow doesn't have a pump in it. That would be our best financially. That was the financially cheapest choice of the three." Mr. Quinlin begged that the county do something soon as they are getting pressure from the contractor and from their engineer to get this sealed down because they need to get pipe in the ground to connect them.

Mrs. Favede said when Mr. Quinlin had called and asked to be on the agenda, he had mentioned to her that there was a difference regarding the responses from Mr. Esposito and what had been agreed upon previously. Mr. Quinlin said they originally had to purchase the master meters, a 3 inch and an 8 inch. They got the specifications from Mark Esposito and gave them to their consulting engineer. It came back they can buy those meters; the same exact spec about \$8,000.00 cheaper through their contractor. He said for a long time Mr. Esposito insisted they had to buy them off of him. Mr. Quinlin said Mr. Esposito recently consented to drop the requirement they buy from him, but Mr. Quinlin needs to provide a letter of warranty that those meters will be good for five years. Mr. Quinlin said he is assuming those meters will last, but 'who knows.' The village is concerned things have not moved faster when it was stated they were going to do this. Mr. Coffland stated, "I believe everything that was brought here has moved forward and that's probably the proper way to continue to move it in a work session so we can have our engineer here to." He said we will be in touch. Mrs. Favede apologized that Bethesda feels they are separated from the county. She does not want any village or municipalities in the county to feel separated from the county. Mr. Davis said they are really looking out for the

western part of the county as they want this county to grow. Mr. Coffland said, "All of Belmont County is important." He said the board pushed letters of support for this project that had to be done and went over above what our Director wanted to do. Mr. Coffland said thing changed not on our part, but on commitments the Village believed were coming through outside sources. He said now we have to deal with those changes and work together.

9:30 Belmont Co. Department of Job & Family Services Re: Fraud Prevention Month

Present: Vince Gianangeli, BCDJFS Director; Linda Kinter, Income Maintenance Supervisor and Brenna Rocchio, Public Assistance Administrator. Mr. Gianangeli gave credit to Lisa Fijalkowski, who is an Income Maintenance Supervisor and former BCDJFS Interim Director, who worked very hard and put together some very nice things for Fraud Prevention month. He said the state gave them \$2,000.00. Lisa and two others in the unit put together and met with Lamar Advertising and put up two billboards. The state wanted all 88 counties to make it known this month that welfare fraud is a crime and it costs Ohio's taxpayers dollars. He noted one thing that Belmont County is very proud to say is that, even though we know this exists, we still have to go out and detect it and collect it. He said when you look at 88 counties including metro counties like Franklin and Hamilton, two very large counties, Belmont County is second in the whole state of Ohio as far as collections on medical claims for those recipients that should not have received medical claims to the tune of almost one-half million dollars.

IN THE MATTER OF ADOPTNG PROCLAMATION ACKNOWLEDGING MAY 2014 AS "FRAUD PREVENTION MONTH"

Motion made by Mrs. Favede, seconded by Mr. Thomas to adopt the proclamation acknowledging May 2014 as "Fraud Prevention Month."

PROCLAMATION IN RECOGNITION OF "FRAUD PREVENTION MONTH"

WHEREAS, statewide and in Belmont County, public assistance fraud is recognized as an increasing problem, affecting many Belmont County households each year; and

WHEREAS, statewide public assistance fraud costs all of us; and

WHEREAS, 9,805 recipients in Belmont County or 14.07% of the County's total population were receiving Supplemental Nutrition Assistance Program benefits in January 2014, and 14,071 or 20.2% were receiving Medical Assistance in December 2013, and with increasing public assistance recipients comes increasing fraudulent activity; and

WHEREAS, the Belmont County Department of Job and Family Services Fraud Unit works diligently to address and investigate consumer complaints of deceptive activity and fraud, to return funds to the State of Ohio and Belmont County, and works with the Belmont County Prosecutor's Office and other local, state and federal agencies, to help in the prosecution of fraud; and

WHEREAS, public awareness of this very costly problem is the key to preventing further fraud abuse and activities, exploitation/abuse and loss of money; and

WHEREAS, the Belmont County Board of Commissioners and the Belmont County Department of Job and Family Services support and promote the partnership between the State of Ohio, county and local public and private agencies, and our community to prevent fraud and neglect; and

WHEREAS, the Belmont County Department of Job and Family Services are responsible for awareness, prevention, investigation and reporting of fraud abuse crimes against public assistance recipients in Belmont County; and

WHEREAS, our state recognizes May 2014 as Fraud Prevention Month, and Belmont County agencies and organizations work together to heighten awareness and draw attention to the need for preventing fraud in our communities; and

WHEREAS, *Fraud Costs All of Us* billboards and Food Stamp Card sleeves are designed as a visual way to demonstrate the facts that we each need to do our part.

NOW, THEREFORE, BE IT RESOLVED, the Board of Belmont County Commissioners does hereby acknowledge <u>May 2014</u> as **"FRAUD PREVENTION MONTH"** throughout the County of Belmont.

Adopted this 7th day of May, 2014.

BELMONT COUNTY COMMISSIONERS

	<u>Mark A. Thomas /s/</u>	
	Matt Coffland /s/	_
	Ginny Favede /s/	-
follows:		-

Upon roll call the vote was as follows:

Mrs. FavedeYesMr. ThomasYesMr. CofflandYes

IN THE MATTER OF BID OPENING FOR THE ENGINEER'S PROJECT 14-2 'APPLYING LIQUID BITUMINOUS MATERIAL FOR DUST CONTROL ON VARIOUS COUNTY HIGHWAYS'

This being the day and 9:45 a.m. being the hour that bids were to be on file in the Commissioners' Office for, they proceeded to open the Belmont County Engineer's Project 14-2 "Applying Liquid Bituminous Material for dust control on various County Highways," they proceeded to open the following bids following bids:

NAME

RID ROND

BID AMOUNT

NAME	BID BOND	BID AMOUNI
Lash Paving Company	X	\$ 196,310.00
P.O. Box 296		
Colerain, OH 43916		
Youngblood Paving, Inc.	X	\$ 194,654.50
2516 State Route 18		
Wampum, PA 16157		
Engineer's Estimate - \$200,475.00		

Present for the bid opening were Engineer's Office Manager John Parkinson; Joselyn King of The Intelligencer and Robert DeFrank of The Times Leader.

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the Belmont County Engineer's Project 14-2 "Applying Liquid Bituminous Material for dust control on various County Highways" to Fred Bennett, County Engineer, for review and recommendation.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

10:00 Land Banking Presentation

Presentation by Jim Rokakis and Robin Darden Thomas from the Western Reserve Land Conservatory Thriving Community Institute.

Commissioner Ginny Favede said there was potential to acquire funds to demolish dilapidated homes with the land bank plan. This can be used as a tool for economic development and was part of the economic development strategic plan from 2011.

"It's a wonderful opportunity to continue planning for the economic future of Belmont County while simultaneously helping our local government with one of their biggest problems, which is dilapidated housing and no money to take down those homes," she said.

Commissioner Favede also said Belmont County has received around \$160,000 two years ago for communities with dilapidated structures that needed demolished. More money was available through the Hardest Hit Fund, but only to the counties that practiced land banking.

Mr. Rokakis stated dilapidated homes are the biggest problem for a county. There are 100,000 vacant houses throughout the state of Ohio. Land banking in Ohio was created as a response to the recent devastating foreclosure crisis. Twenty-one county land banks are currently incorporated in Ohio. Per statute, population must be 60,000 or greater to be eligible.

The County Land Bank is a private, non-profit corporation – not a county agency. It was created by government, but is not a government agency. It is committed to public purpose. The public purpose is to promote economic and housing development of the county or region. It also facilitates the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property.

The benefits of land banking are it takes control of vacant properties and abandoned tax delinquent properties. It repurposes properties through demolition or rehabilitation and transfers properties to qualified end-users. It also reduces flipping of properties. It combines governmental powers with flexibility of a private organization and stabilizes housing base, tax base. The process of handling a piece of dilapidated property can take months or years.Land banks are recognized as the preferred entity to handle vacant properties and demolition by FEMA, HUD, Moving Ohio Forward and the Neighborhood Initiative Program.

To start the process of creating a land bank the Commissioners need to pass a resolution, the county Treasurer files articles of incorporation with the Secretary of State. A resolution then needs to be passed by the Commissioners to designate a LRC as agent of the county and directs the LRC to create an agreement and plan. An organizational meeting needs to be held to approve the code of regulations, agreement and plan. Another resolution needs to be passed approving the agreement and plan. The land bank will then be ready to begin operations.

The Land Bank board has 5, 7, or 9 members. The board will consist of the county Treasurer, two Commissioners and one member from the largest city. It may also have one township member (if at least two townships have a population of more than 10,000) and others (if any) chosen by agreement of the Treasurer and two Commissioners. The county must score 60 out 100 points on the application. This will guarantee the county \$500,000. It's \$500,000 or nothing.

To fund a land bank the DTAC (Delinquent Tax and Assessment Collection Fee) may be increased up to five percent, grant recipient or corecipient, borrow the money (not on county guarantee) or property sales. A land bank acquires property through tax foreclosures, government sponsored entities, HUD, real estate owned by a bank, deeds in lieu of foreclosure, gifts or donations. The land bank must own twenty properties and have them demolished or have them ready for demolition by the end of March 2015. Land Bank disposition include side lots to adjoining neighbors, local business expansion, non-profit agencies, structures for rehab by local residents, contractors, community groups and consolidated properties for economic development.

This tool may prove useful in the future development of portions of riverfront communities such as Bellaire, Bridgeport and Martins Ferry noted Commissioner Favede.

This average startup cost is around a few thousand dollars which includes which includes incorporation and insurance cost.

When a property is foreclosed under land bank statutes, liens and debt are eliminated. Excess money can be used for commercial property but the main focus needs to be on residential property.

The Board of Commissioners will consider the matter further.

IN THE MATTER OF ADOPTING THE PROCLAMATION RECOGNIZING MAY, 2014 AS NATIONAL COOPERATIVE EXTENSION CENTENNIAL CELEBRATION MONTH

Motion made by Mrs. Favede, seconded by Mr. Thomas to adopt the proclamation designating May 2014 as National Cooperative Extension Month.

PROCLAMATION RECOGNIZING MAY, 2014 AS NATIONAL COOPERATIVE EXTENSION CENTENNIAL CELEBRATION MONTH

WHEREAS, The Ohio State University (OSU) Extension of Belmont County is part of the nationwide Extension System that is a partnership of federal, state and local governments and The Ohio State University, the state land-grant university; and

WHEREAS, The Smith-Lever Act of 1914 established the Cooperative Extension Service, utilizing faculty serving as Extension Educators or County Agents, who along with local staff and community-based resources, extend University research and knowledge to local communities; and

WHEREAS, OSU Extension provides wide-ranging educational programs and information in the areas of agriculture, community outreach, 4-H youth development, food, nutrition and health, along with related areas of economic and workforce development across Belmont County; and

WHEREAS, OSU Cooperative Extension programs in Family & Community Health Sciences; Agriculture and Natural Resources; the Supplemental Nutrition Assistance Program - Education (SNAP-Ed); and 4-H Youth Development benefit over 2500 families, schools and businesses in Belmont County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Belmont County Commissioners that May 2014 be designated as National Cooperative Extension Centennial Celebration Month in Belmont County and that we encourage residents to take advantage of the programs and educational opportunities that OSU Extension offers to the community.

Adopted this 7th day of May, 2014.

Mark A. Thomas /s/	
Matt Coffland /s/	
Ginny Favede /s/	

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Thomas	Yes
Mr. Coffland	Yes

11:30 Ginny Shrimplin, County Commissioners Association of Ohio **Re: CORSA Annual Program Renewal**

In attendance were Ginny Shrimplin from CORSA, and agents Bob Bethel and Mr. Andes. Mrs. Shrimplin proceeded to go over the renewal stating it was great news for the county. The net due to CORSA this year was \$448,124.00. The new program year started on May 1st. The net due is a 3.41% decrease over last year making the invoice \$15,836.00 less than the previous year. There was an increase in property rates this year. Even with that increase, we are still getting a decrease. There was a little decrease in the liability rates. Overall the county is keeping losses under control and Mrs. Shrimplin said to keep working on that. The best way to do that is with good risk management practices. The majority of the premium goes into the CORSA Loss Fund and that is because the county is a member of a self-insured pool and CORSA selfinsures the first \$1 million of any loss. Our excess insurance is \$154,827.00 which includes administrative costs. Belmont County has a total of \$5 million excess for a total of \$6 million coverage. We have administrative costs for CORSA to handle the claims, risk management services, etc., and agent's fee. The county had a loss by member equity credit this year of \$40,960.00 because we are a self-insured pool for county government. The members are the owners of this program. Whenever there is an excess amount in members' equity, CORSA, it is returned to the members. Also a credit of \$3,952.00 from the Loss Control Incentive Program. To receive this you must meet certain guidelines that the loss control staff sets each year. Then you can save up to 3% of your loss fund contribution in the form of a credit. This year CORSA had a couple of coverage enhancements; including an attorney disciplinary action. It used to just be for prosecutors, assistant prosecutors and magistrates. It now includes any attorney that is employed by the county. When a complaint is filed against any attorney who is on staff as an employee, CORSA will begin coverage right away. Cyber liability coverage has been added. Mrs. Shrimplin stated this is huge and something the members really needed. There is no cost to the members for this additional coverage as CORSA used members' equity to pay for it. There is a new Loss Control Program being offered this year. It is a Preventative Maintenance Program. CORSA partnered with Facility Dude to offer a web-based software program that will help counties in your operations to be more efficient and will help further reduce costs and losses. CORSA is going to pay for 75% of this. They realize a lot of building claims are weather related, but some of it is just general maintenance and this will really help reduce those property losses. The Stewardship Report was included in the packet given the board which shows an overview of the benefits Belmont County receives as a member. CORSA offers over 100 online classes. Praise was given to new Sheriff Dave Lucas for attending all the seminars and utilizing the online classes.

IN THE MATTER OF ENTERING

EXECUTIVE SESSION AT 12:10 A.M.

Motion made by Mr. Coffland, seconded by Mr. Thomas to enter executive session with Bryan Minder, 911 Acting Director; Mike Kinter, HR Manager and Barb Blake, Fiscal Manager, pursuant to ORC 121.22(G)(4) Collective Bargaining exception

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:50 P.M.

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn executive session. Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Yes

AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN. BREAK RECONVENED MONDAY, MAY 12, 2014, WITH ALL COMMISSIONERS PRESENT. NO FURTHER ACTION TO BE TAKEN.

May 7, 2014

IN THE MATTER OF ADJOURNING

COMMISSIONERS MEETING

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Yes

Read, approved and signed this <u>14th</u> day of <u>May</u>, 2014.

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

> _____ PRESIDENT CLERK