

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**

**"BILLS ALLOWED"**

The following bills having been certified in the Auditor's office, on motion by Mrs. Favede, 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-10T Web Design	Website-Treasurer/General Fund	184.98
A-AT&T	Fax line-Magistrate/General Fund	202.11
A-Ohio Judicial College	Capital case seminar-Judge Vavra/General Fund	100.00
A-Verizon Wireless	Cell plan-Adult Probation/General Fund	180.99
S-Barrett Brothers	Cost bills/Clerk of Courts Computer Fund	82.00
S-TMMS	Postage ribbon & tape/Eastern Court General Special Projects Fund	345.00
Y-Belmont County Recorder	April lien releases/Tax Certificate Admn Fund	256.00

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for April 8, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$172,924.42
A-GENERAL/AUDITOR	\$6,132.87
A-GENERAL/ENGINEER	\$1,405.00
A-GENERAL/PROBATE	\$2,137.27
A-GENERAL/RECORDER	\$5,425.45
A-GENERAL/SHERIFF	\$10,578.05
A-GENERAL/911	\$1,823.24
G-Lodging Excise Tax	\$24,167.00
H-Job & Family, Family Children First	\$894.27; \$3,596.00
H-Job & Family, Public Assistance	\$136.98; \$3,690.08; \$799.00; \$4,744.46; \$63,491.97; \$410.22; \$2,580.32
H-Job & Family, WIA	\$36,147.61; \$9,049.67; \$1,035.00; \$6,413.00; \$156,532.67
J-Real Estate Assessment	\$1,849.78
K-Engineer MVGT	\$114,945.68
M-Juvenile Ct. – Placement I	\$7,000.00
N-Capital Projects-Facilities	\$3,880.00
N-Capital Projects-Senior Centers	\$53.50
P-Oakview Administration Bldg.	\$2,883.06
P-Sanitary Sewer District	\$61,597.91; \$36,628.24; \$1,064.83; \$14,426.70; \$250.88; \$67.57
S-Certificate of Title Adm Fund	\$98.43
S-District Detention Home	\$6,157.00
S-Eastern Div. Ct. Computer Fund	\$40.00
S-Eastern Ct. General Special Projects	\$147.05
S-Job & Family, Children Services	\$39,716.22; \$23,983.30
S-Juvenile Ct. Computer Fund	\$857.97
S-Northern Court General Special Projects	\$738.00
S-Oakview Juvenile Residential Center	\$325.48; \$4,023.85; \$923.63
S-Port Authority	\$228.64
S-Probate Court Computer Fund	\$735.07
S-Senior Services	\$23,909.46
S-Sheriff CCW	\$3,240.00
S-Sheriff Commissary	\$3,303.58
S-Western Div. Ct. Computer Fund	\$50.00
S-Western Ct. General Special Projects	\$230.40
U-Sheriff's Reserve Account	\$914.44
W-CEBCO Wellness Grant	\$1,636.99
W-Law Library	\$7,588.66

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the following transfers between funds:

**GENERAL FUND AND THE O50 NOTE RETIREMENT-2014 WATER SYSTEM IMPROVEMENT FUND**

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9250-O050-O10.574 Transfers In	\$9,092.16

*Note: To transfer funds needed for note principal and interest payments due 06/01/15.*

**GENERAL FUND AND THE O53 NOTE RETIREMENT-SSD #2 FORCE MAIN FUND**

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9253-O053-O10.574 Transfers In	\$24,492.92

*Note: To transfer funds needed for note principal and interest payments due 06/01/15.*

**T10 WATER & SEWER GURANTEE DEPOSIT FUND TO VARIOUS FUNDS**

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3701-P003-P15.574 Transfers In	\$74.25
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$495.90
E-3711-T010-T04.074 Transfers Out	R-3704-P051-P08.574 Transfers In	\$87.48

E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$68.00
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$192.35

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS  
FOR 2014 WORKERS' COMPENSATION CHARGEBACKS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following transfer of funds for 2014 Workers' Compensation Chargebacks.

<b>2014 WORKERS' COMPENSATION ACCOUNT NAME</b>	<b>FROM ACCOUNT</b>	<b>TO ACCOUNT</b>	<b>2014 AMT DUE</b>
<b>GENERAL FUND</b>			
AUDITOR, EMPL & UND ESTATE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	9,321.30
AUDITOR PERSONAL PROPERTY	E-0256-A014-A14.004	R-9899-Y089-Y04.574	476.10
AUDITOR REAL PROPERTY	E-0256-A014-A14.004	R-9899-Y089-Y04.574	998.60
CLERK OF COURTS & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	3,863.44
COMMISSIONERS & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	7,342.12
NURSES AT THE JAIL	E-0256-A014-A14.004	R-9899-Y089-Y04.574	2,779.06
COMM LAW LIBRARY	E-0256-A014-A14.004	R-9899-Y089-Y04.574	0.00
COMM CIVIL DEFENSE & DISASTER SERV.	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,057.37
COMM MAINT & OPERATIONS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	8,174.15
CO COURT JUDGES, EMPLOYEES AND BONDS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	6,957.81
EASTERN COURT COMMUNITY SERVICE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	242.99
NORTHERN COURT COMMUNITY SERVICE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,202.01
WESTERN COURT COMMUNITY SERVICE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	264.90
911 DEPARTMENT	E-0256-A014-A14.004	R-9899-Y089-Y04.574	10,224.23
COMMON PLEAS COURT	E-0256-A014-A14.004	R-9899-Y089-Y04.574	6,834.68
COMMON PLEAS CT. COMMUNITY SERVICE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	0.00
MAGISTRATE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,812.39
ENGINEERS EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	3,273.64
PROBATE COURT JUDGE & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	2,695.53
JUVENILE COURT	E-0256-A014-A14.004	R-9899-Y089-Y04.574	10,014.32
JUVENILE COURT COMMUNITY SERVICE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	197.39
PROS. ATTORNEY AND EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	9,416.75
RECORDER & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	7,702.01
SHERIFF & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	48,643.42
TREASURER F& EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	3,741.76
CORONER & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,295.68
SOLDIER'S RELIEF AND BOARD MEMBERS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	338.44
VETERANS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	3,736.66
PUBLIC DEFENDER	E-0256-A014-A14.004	R-9899-Y089-Y04.574	2,514.36
BD OF ELECTION, JANITOR & POLL WORKERS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	6,982.55
BUDGET COMMISSION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	46.59
COURT OF APPEALS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	538.66
JURY COMMISSION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	17.12
AGRICULTURE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	25.68
T.B.SANITATION (CHEST CLINIC)	E-0256-A014-A14.004	R-9899-Y089-Y04.574	635.01
<b>TOTAL GENERAL FUND</b>			<b>163,366.72</b>
<b>OTHER AGENCIES</b>			
DOG AND KENNEL	E-1600-B000-B09.004	R-9899-Y089-Y04.574	1,356.41
PUBLIC ASSISTANCE	E-2510-H000-H13.004	R-9899-Y089-Y04.574	65,846.84
FLOOD GRANT-PD FROM WIA	E-2600-H005-H11.000	R-9899-Y089-Y04.574	0.00
WINDSTORM NEG. OH-26	E-2600-H005-H12.000	R-9899-Y089-Y04.574	1,382.98
C.S.E.A.	E-2760-H010-H08.004	R-9899-Y089-Y04.574	11,908.85
REAL ESTATE ASSESSMENT	E-1310-J000-J05.004	R-9899-Y089-Y04.574	4,678.43

M.V.G.T. K-1 & K-2	E-2811-K000-K09.004	R-9899-Y089-Y04.574	3,913.22
M.V.G.T. K-11	E-2812-K000-K22.004	R-9899-Y089-Y04.574	20,183.54
M.V.G.T. K-25	E-2813-K000-K35.004	R-9899-Y089-Y04.574	6,216.31
SOIL CONSERVATION	E-1810-L001-L12.004	R-9899-Y089-Y04.574	1,386.13
WATER SHED COORDINATOR-SOIL	E-1815-L005-L12.004	R-9899-Y089-Y04.574	532.18
LEPC	E-1720-P090-P09.004	R-9899-Y089-Y04.574	180.58
PORT AUTHORITY	E-9799-S012-S09.004	R-9899-Y089-Y04.574	1,377.24
DISTRICT DETENTION HOME	E-0910-S033-S45.004	R-9899-Y089-Y04.574	14,951.10
SARGUS - INTERN WORKERS	E-0910-S033-S45.004	R-9899-Y089-Y04.574	3.27
MENTAL HEALTH	E-2310-S049-S61.004	R-9899-Y089-Y04.574	4,559.55
MENTAL RETARDATION	E-2410-S066-S77.004	R-9899-Y089-Y04.574	41,438.43
BELMONT COUNTY SENIOR PROGRAM	E-5005-S070-S03.004	R-9899-Y089-Y04.574	22,440.15
COUNTY RECORDER	E-1210-S078-S13.004	R-9899-Y089-Y04.574	0.00
CERTIFICATE OF TITLE	E-6010-S079-S09.004	R-9899-Y089-Y04.574	4,586.85
MEDIATION SERVICES-COMMON PLEAS	E-1544-S054-S03.004	R-9899-Y089-Y04.574	509.41
WESTERN COURT COMPUTER FUND	E-1550-S082-S12.004	R-9899-Y089-Y04.574	0.00
EASTERN COURT COMPUTER FUND	E-1570-S084-S12.004	R-9899-Y089-Y04.574	423.09
NORTHERN COURT-SPECIAL	E-1561-S086-S04.004	R-9899-Y089-Y04.574	632.49
EASTERN COURT-SPECIAL	E-1571-S087-S04.004	R-9899-Y089-Y04.574	550.08
WESTERN COURT-SPECIAL	E-1551-S088-S04.004	R-9899-Y089-Y04.574	1,211.73
COMMON PLEAS COURT-SPECIAL	E-1572-S089-S08.004	R-9899-Y089-Y04.574	200.48
JUVENILE COURT-GEN SPECIAL PROJECT	E-1589-S096-S09.000	R-9899-Y089-Y04.574	10.48
OAKVIEW JUVENILE REHABILITATION	E-8010-S030-S67.004	R-9899-Y089-Y04.574	10,694.98
CORRECTIONS ACT GRANT-COMMON PLEAS	E-1520-S077-S05.004	R-9899-Y089-Y04.574	1,190.85
W.I.C. PROGRAM	E-4110-T075-T52.008	R-9899-Y089-Y04.574	3,354.01
LAW LIBRARY RESOURCES FUND	E-9720-W020-W04.004	R-9899-Y089-Y04.574	53.30
PROSECUTOR'S VICTIM PROGRAM	E-1511-W080-P06.004	R-9899-Y089-Y04.574	769.73
DRETAC-PROSECUTOR	E-1510-W081-P06.004	R-9899-Y089-Y04.574	960.53
DRETAC-TREASURER	E-1410-W082-T06.004	R-9899-Y089-Y04.574	0.00
<b>WATER DEPARTMENT</b>			
WWS #2 REVENUE	E-3701-P003-P30.004	R-9899-Y089-Y04.574	2,477.70
WWS#3 REVENUE	E-3702-P005-P30.004	R-9899-Y089-Y04.574	13,159.54
SSD #1 REVENUE	E-3704-P051-P14.004	R-9899-Y089-Y04.574	1,316.80
SSD #2 REVENUE	E-3705-PO53-P14.004	R-9899-Y089-Y04.574	4,229.02
SSD #3A REVENUE	E-3706-P055-P14.004	R-9899-Y089-Y04.574	300.81
SSD #3B REVENUE	E-3707-P056-P14.004	R-9899-Y089-Y04.574	52.12
<b>JUVENILE COURT GRANTS</b>			
ALTERNATIVE SCHOOL	E-0400-M067-M03.004	R-9899-Y089-Y04.574	1,738.30
CARE AND CUSTODY-YSSP	E-0400-M060-M28.004	R-9899-Y089-Y04.574	1,581.86
CARE AND CUSTODY-SUBSTANCE ABUSE	E-0400-M060-M74.004	R-9899-Y089-Y04.574	1,353.55
TRUANT OFFICE	E-0400-M079-M02.008	R-9899-Y089-Y04.574	0.00
TITLE IV-E REIMB	E-0400-M078-M02.008	R-9899-Y089-Y04.574	1,432.35
INTAKE AND DIVERSION	E-0400-M062.M02.000	R-9899-Y089-Y04.574	0.00
<b>COUNTY HEALTH</b>			
COUNTY HEALTH	E-2210-E001-E11.004	R-9899-Y089-Y04.574	2,796.80
TRAILER PARKS	E-2211-F069-F02.002	R-9899-Y089-Y04.574	0.00
HOME SEWAGE TREATMENT SYSTEMS	E-2227-F074-F06.000	R-9899-Y089-Y04.574	715.75
VITAL STATISTICS	E-2213-F075-F02.003	R-9899-Y089-Y04.574	599.90
REPRODUCTIVE HEALTH	E-2215-F077-F01.002	R-9899-Y089-Y04.574	1,497.69
TOBACCO	E-2216-F078-F02.002	R-9899-Y089-Y04.574	455.10
WOMENS HEALTH SERVICE	E-2217-F079-F01.002	R-9899-Y089-Y04.574	0.00
HEALTHY HOMES	E-2228-F080-F01.002	R-9899-Y089-Y04.574	0.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9899-Y089-Y04.574	0.00
PREP	E-2230-F082-F01.002	R-9899-Y089-Y04.574	608.18

PHEP	E-2231-F083-F01.002	R-9899-Y089-Y04.574	649.55
CHILD & FAMILY HEALTH SERVICE	E-2233-F085-F01.002	R-9899-Y089-Y04.574	537.85
FOOD SERVICE	E-2218-G000-G06.003	R-9899-Y089-Y04.574	1,220.50
<b>TOTAL WORKERS' COMP.</b>			<b>427,593.31</b>
PUBLIC EMPLOYER EMERG. ORGANIZATION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	2,485.72
PUBLIC WORKS RELIEF EMPLOYEE P.W.R.E.	E-2510-H000-H08.004	R-9899-Y089-Y04.574	7,384.32
		<b>GRAND TOTAL</b>	<b>437,463.35</b>

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated April 8, 2015 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. Coffland	Yes
Mr. Thomas	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **GENERAL FUND - \$398.90** paid into R-0050-A000-A45.500 Refunds & Reimbursements on 04/06/15 for reimbursement from US Post Office for spoiled postage.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows: **SANITARY SEWER DISTRICT** – Dale Jendrusik and Michael Reed to travel to Columbus, OH, on May 5, 2015, to take Ohio EPA Waste Water Test. A county vehicle will be used for travel. Brian Ware to travel to Columbus, OH, on May 6, 2015, to take the Ohio EPA Water Test. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

**Announcement-The Belmont County Courthouse elevator will be out of service beginning Tuesday, April 7 through Friday, May 22, 2015, for a modernization project.**

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF JOHN J. KOVACH, DRIVER FOR SENIOR SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the resignation of Mr. John J. Kovach, Driver for Belmont County Senior Services, effective March 30, 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE PROJECT LABOR AGREEMENT WITH THE UPPER OHIO VALLEY BUILDING AND CONSTRUCTION TRADES COUNCIL AFL-CIO AND SIGNATORY LOCAL UNIONS FOR THE SENIOR SERVICES OF BELMONT CO. COMMUNITY BUILDING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into the Project Labor Agreement with the Upper Ohio Valley Building and Construction Trades Council AFL-CIO and Signatory Local Unions for the Senior Services of Belmont County Community Building Project.

**PROJECT LABOR AGREEMENT  
FOR THE  
SENIOR SERVICES OF BELMONT COUNTY COMMUNITY BUILDING PROJECT  
ENTERED INTO BETWEEN  
BELMONT COUNTY BOARD OF COMMISSIONERS  
AND  
UPPER OHIO VALLEY BUILDING AND CONSTRUCTION  
TRADES COUNCIL AFL-CIO  
AND**

**SIGNATORY LOCAL UNIONS**  
**Effective April 8, 2015**

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**ARTICLE I**  
**INTENT AND DURATION**

**Section 1. Intent And Duration.** This Project Labor Agreement (the "Agreement") is entered into between the Belmont County Board of Commissioners (collectively the "Owner"); the Upper Ohio Valley Building and Construction Trades Council, AFL-CIO ("UOVBC & CTC" or "Council"); and the Signatory Unions (the "Unions"), and applies exclusively to the construction work within the scope of this Agreement to be performed on the Senior Services of Belmont County Community Building Project (the "Project"). The purpose of this Agreement is to promote efficiency and cost-savings in the construction and refurbishment that is a part of the Project and to provide for the peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project. This Agreement shall expire and be of no further force or effect upon the completion of the Project.

Upon execution of this Agreement by all parties, all construction, remodeling and renovation work covered by this Agreement on the Project shall be contracted exclusively to Contractors, of whatever tier, who agree to execute and be bound by the terms of this Agreement. The Unions agree that Contractors may execute the Agreement, or the Letter of Assent attached as Appendix I, for purposes of performing such work. The Owner (or its permitted designee) shall monitor compliance with this Agreement by all contractors and subcontractors. For purposes of the Agreement, the term "Contractor" shall be deemed to include all construction contractors and subcontractors of whatever tier engaged in on-site construction and renovation work on the Project. The Owner, the Unions and all signatory Contractors agree to abide by the terms and conditions contained in the Agreement. This Agreement represents the complete understanding of all parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work coming within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union, which conflicts with any provisions in this Agreement, will be binding on any other party unless endorsed in writing by the Owner.

**Section 2. Limitation Of Agreement To Project.** The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for work on the Project, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any union. The Unions further agree that this Agreement applies only to this Project. Nothing in this agreement is intended to, or shall, interfere with, or negate, any existing contractual relationship or collective bargaining agreement between the Union and any contractor or subcontractor that may execute this Agreement.

**ARTICLE II**  
**PURPOSE**

**Section 1. Purpose.** This Project is fairly estimated at a cost of 8 million dollars. The Project will involve the construction and outfitting of a community building that will be dedicated to, and utilized for, providing essential services to senior residents of Belmont County. This is a major construction project that must be commenced in 2015. The parties to this Agreement understand and acknowledge the fact that the timely construction of the Project is critical to the enhancement of the image and economic development of Belmont County. This Agreement also is necessary to secure and preserve the health and safety of senior residents of Belmont County. The parties signatory to this Agreement accordingly pledge their complete good faith and trust to work towards an on-time completion of the Project.

**Section 2. Time Is Of The Essence.** The parties to this Agreement understand and agree that time is of the essence for this Project. The parties also understand and agree that the Owner has a critical need for timely completion of the Project and that timely completion of the Project is therefore vital. The parties understand and agree that timely completion of the Project will require the use of substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are essential to the Project. The Unions pledge that they have members who are competent, skilled, and qualified to perform the required construction work. The parties also understand that on-budget completion of the Project is most critical; it is therefore essential that construction work on the Project be done in an efficient, economical manner with optimum productivity and with no delays. In recognition of those special needs of the Project, the Unions signatory hereto and their members agree not to initiate, authorize, sanction, participate in or condone, or permit their members to engage in, any strike, sympathy strike, jurisdictional strike, recognition strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project or other operations of Belmont County. Contractors agree not to engage in any lockouts.

**ARTICLE III**  
**BENEFITS OF THE AGREEMENT**

**Section 1. Benefits Of The Agreement.** This Agreement is intended to foster the achievement of a timely and on-budget completion of the Project by, among other things:

- (a) reducing and/or eliminating the tension and potential disagreements that might otherwise exist between Union and non-union workers on the Project;
- (b) avoiding the costly delays of strikes, sympathy strikes, jurisdictional strikes, slowdowns, walkouts, picketing, handbilling and any other disruptions or interference with work, and promoting labor harmony and peace for the duration of the Project;
- (c) standardizing terms and conditions governing the employment of labor on the Project;
- (d) permitting flexibility in work scheduling and shift hours and times;
- (e) achieving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (f) providing comprehensive and standardized mechanisms for the settlement of work disputes;
- (g) ensuring a reliable source of skilled and experienced labor; and

- (h) furthering public policy objectives, to the extent lawful, as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry. Mindful of the economic condition and unemployment rate in Belmont County, the Owner anticipates and expects that all construction workers and employees on this Project will be residents of Belmont County or contiguous counties. In view of the technical and specialized work that is inherent in the construction industry, all parties acknowledge that this expectation by the Owner is a goal, not a mandate. To this end, all Contractors working under this Agreement pledge that they will make a good-faith effort to reach this goal expressed by the Owner.

#### **ARTICLE IV SCOPE OF AGREEMENT**

**Section 1. The Work.** This Agreement is specifically defined and limited to onsite construction and renovation work required to construct the Project.

**Section 2. Exclusions From Scope.** Items specifically excluded from the scope of this Agreement, even if performed in connection with the Project, include the following:

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.
- (b) Equipment and machinery owned or controlled and operated by the Owner.
- (c) All off-site manufacture, fabrication or handling of materials, equipment or machinery (except at dedicated lay-down or storage areas and except as provided in Article IV, Section 10), and all deliveries of any type to and from the Project site (except on-site pouring of concrete).
- (d) All employees of the Owner, the Construction Supervisor, design team or any environmental, engineering or other consultant when such employees do not perform labor coming within the scope of this Agreement.
- (e) Any work performed on or near or leading to or onto the site of work on the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors.
- (f) Off-site maintenance of leased equipment and on-site supervision of all such maintenance work.
- (g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee, or work performed by supervisors or technicians employed by the manufacturer or vendor to oversee the testing of equipment once installed to insure that the equipment is fully operational.
- (h) Laboratory work for specialty testing or inspections not ordinarily done by the signatory local unions.
- (i) All work done by employees of any State agency, authority or entity or employees of any municipality or other public employer.

The Unions agree that there shall be no interference with or disruption of work, of those contractors, employers, and employees exempted from coverage of this Agreement by subparagraph (a) through (i) above.

**Section 3. Contract Award and Consent to Agreement.**

- (a) The Owner, and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on the Project notwithstanding the existence or nonexistence of any agreements between such Contractor and any Union party provided only that such Contractor is willing, ready and able to execute and comply with this Agreement or a Letter of Assent thereto, should such Contractor be awarded work covered by this Agreement.
- (b) All subcontractors of a Contractor, of whatever tier, who have been awarded contracts of work covered by this Agreement, on or after the effective date of this Agreement, shall also be required to accept and to be bound by the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of this Agreement or a Letter of Assent thereto, prior to the commencement of work. A copy of this Agreement or Letter of Assent executed by each Contractor shall be immediately provided to the Union upon execution.

**Section 4. Stand-Alone Agreement.** This Agreement is a stand-alone Agreement. While this Agreement expressly does not incorporate any local area collective bargaining agreements, such local area collective bargaining agreements may be referenced for the limited purposes as hereinafter set forth in this Agreement. However, to the extent, if any, that any provisions of this Agreement conflict with any provision of a local area collective bargaining agreement, the provisions of this Agreement shall control, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles VII, VIII and X of this Agreement, which shall apply to such work.

**Section 5. Craft Jurisdiction.** This Agreement shall recognize the traditional craft jurisdictions of the signatory unions. Any and all jurisdictional disputes shall be settled in accordance with Article VIII below. While this Agreement is a stand-alone Agreement, the Agreement will utilize the local area collective bargaining agreements of signatory locals, not state-wide agreements or other special project agreements, as a reference to define the signatory local unions' craft jurisdiction. Again, jurisdictional disputes shall be settled in accordance with Article VIII.

**Section 6. Subcontracting.** The Owner agrees that neither it nor any of its contractors or subcontractors will subcontract any work covered by this Agreement to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement. Contractors who are signatory to local collective bargaining agreements shall be bound by the terms of their respective local collective bargaining agreements on subcontracting to the extent such terms are consistent with Article IV, Section 2 of this Agreement. Disputes concerning compliance with such local subcontracting provisions for this Project shall be subject to all of the dispute resolution provisions of this Agreement.

**Section 7. Security.** All employees covered by this Agreement in the employ of the Contractors shall remain members in the applicable signatory Union during the term of this Agreement, and all workers hereinafter employed by the Contractors shall become members of the applicable signatory Union seven (7) days after the date of their employment and shall remain members of the Union during the term of this Agreement. (This clause shall be applied to the extent permitted by law). A Contractor shall not discharge any employee for non-membership in the Union if: (a) he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

**Section 8. Liability.** It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Construction Supervisor and/or any Contractor, and neither the Owner nor Construction Supervisor shall assume any liabilities of the Contractors.

**Section 9. Abatement of Agreement.** As areas of covered work on the Project are accepted by the Owner, this Agreement shall have no further force or effect on such areas except where the Contractor is directed by the Owner to engage in repairs or punch list modifications.

**Section 10. Miscellaneous.** Notwithstanding any other provision of this Agreement, this Agreement applies and is limited to the recognized and accepted historical definition of demolition and new construction work under the direction of and performed by the contractor(s), of whatever tier who have contracts awarded for such work on the project. Such work shall include site preparation work and dedicated off-site work except for the contractors and subcontractors specifically excluded in the agreement. Any off-site prefabrication of any building materials, systems and/or components traditionally performed on site shall be performed by the appropriate craft signatory to this agreement and approved by the owner.

#### **ARTICLE V LABOR/MANAGEMENT COOPERATION**

#### **JOINT ADMINISTRATIVE COMMITTEE**

**Section 1.** The parties to this Agreement shall establish a Project Joint Administrative Committee ("Committee"). This Committee will be a two-person committee comprised of one member each appointed by the Owner (or its designee) and the Unions, with an alternate appointee Union member available to replace the regular appointee when a problem or grievance concerns the regular appointee's Union. Each member of the Committee shall designate an alternate who shall serve in the absence of the member for any purpose contemplated by this Agreement.

**Section 2.** The Committee shall meet at least quarterly, or more often if special circumstances warrant, to discuss the administration of the Agreement, the progress of the Project, labor/management problems that may arise, and any other relevant matters. Any need for interpretation which might arise from the application of the terms and conditions of the Agreement shall be referred directly to the Committee for resolution.

#### **ARTICLE VI**

##### **UNION RECOGNITION AND EMPLOYMENT**

**Section 1. Pre-Hire Recognition.** Each Contractor and subcontractor recognizes the Unions as the sole and exclusive bargaining representatives of all craft and trade employees within their respective jurisdictions working on the Project under the Agreement.

**Section 2. Contractor's Right of Selection.** Each Contractor shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off. To the extent any training or vendor education is required to fill any position, said training shall be undertaken at no cost or expense to Owner.

**Section 3. Union Referral.** For local Unions having a job referral system, each Contractor agrees to comply with such system, and the referral system shall be used exclusively by such Contractor, except as modified by this Article. Such job referral system will be operated in a non-discriminatory manner and in full compliance with Federal, state, and local laws and regulations requiring equal employment opportunities and nondiscrimination, and referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. The Union shall indemnify and hold each Contractor harmless with respect to any claim arising out of how the Union operates and administers its referral system. All hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the contractors to meet any and all equal employment opportunity/affirmative action obligations. The Contractor may reject any referral and request another, different referral; provided, however, the Contractor shall furnish, upon request from the Union, a written explanation for the rejection.

**Section 4. Lack of Job Referral System.** In the event that a signatory Local Union does not have a job referral system as set forth in Section 3 above, the Contractor shall give the Union a forty-eight (48) hour opportunity to refer applicants. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

**Section 5. Unavailability of Union Referrals.** In the event that local Unions are unable to fill any requisitions for qualified employees within forty-eight hours (48) after such requisition is made by the Contractor (Saturdays, Sundays, and Holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of the name, address and telephone number of any applicants hired from other sources and refer the applicant for the Local Union for dispatch to the Project.

**Section 6. Union Best Efforts.** The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of each Contractor, including calls to local unions in other geographic areas when its referral lists have been exhausted. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the area of the Project. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified residents as journeymen, apprentices and trainees on the Project.

#### **ARTICLE VII**

##### **GRIEVANCE ARBITRATION PROCEDURE**

**Section 1.** This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

**Section 2.** The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

**Section 3.** Any question or dispute arising out of and during the term of this Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

**Step 1.** (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the Local Union may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description hereof, the date on which the grievance occurred, and the provisions of the Agreement alleged to have been violated.

- (a) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and if, after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

**Step 2.** The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed by the Union, in writing, in accordance with the provisions of Step 3.

**Step 3.** (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Services (FMCS) to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of FMCS shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

**Section 4.** Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. Failure of the Contractor to adhere to the time limits established herein shall result in the grievance being sustained. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

**Section 5.** The Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

#### **ARTICLE VIII**

##### **JURISDICTIONAL DISPUTES**



**Section 1.** The assignment of work will be the responsibility of the Contractor performing the work involved and such work assignments will be in accordance with decisions issued under the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan"), or any successor Plan, adopted by the National Building and Construction Trades Department.

**Section 2.** All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

**Section 3.** All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

**Section 4.** Each Contractor will conduct a pre job conference with the appropriate Council prior to commencing work. The Owner will be advised in advance of all such conferences and may participate if they wish.

#### ARTICLE IX

##### MANAGEMENT'S RIGHTS

**Section 1. Exclusive Owner - Workforce.** Except as otherwise provided in this Agreement, the Owner (or its designee) and the Contractors retain the authority for the management of their operations and workforces.

**Section 2. Materials, Design, Machinery, Equipment.** There shall be no limitation or restriction by a signatory Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery packaging, pre-cast, pre-fabricated, pre-finish, or pre-assembled materials, tools or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction of such work; provided, however, that installation of specialty items may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, in circumstances requiring special knowledge of the particular items.

**Section 3. New Technology, Equipment.** The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by any Contractor from time to time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods.

**Section 4. Disputes.** If there is any disagreement between any Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

#### ARTICLE X

##### WORK STOPPAGES

**Section 1. No Strikes or Work Disruptions.** There shall be no strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project. The applicable local union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity which violates this Article and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activity which violates this Article. Any employee who participates in or encourages any activity which violates this Article shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days. Further, if the Local Union is unable to provide qualified replacements for those employees who are in violation of this Article by the beginning of the next shift, the Employer is free to hire from any source.

**Section 2. Union Responsibilities.** The Local Union shall not be liable for acts of employees for which it has no responsibility. The principal officers of the Local Union will immediately instruct, order and use their best efforts to cause the members of the Local Union they represent to cease any violations of this Article. If it complies with this obligation, the Local Union shall not be responsible for unauthorized acts of employees it represents.

#### ARTICLE XI

##### WAGES AND BENEFITS

**Section 1. Wages.** All employees covered by this Agreement shall be classified in accordance with work performed and paid 100% of the wages and 100% of the benefits as established in the respective Craft's Collective Bargaining Agreement and any subsequent modifications thereto. The Contractor, upon request, shall provide the Unions and Owner with substantiation that wages and benefits are being paid on the Project. The Unions shall provide the Owner, and any Contractor or subcontractor that is party to this Agreement, with wage, fringe benefit and dues reporting forms.

**Section 2. Payment of Benefits/Contributions.** Each Contractor will also pay all required contributions in the amounts required by Section 1 of this Article to the established employee benefit funds that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds). With respect to contributions required in this Section to Employer-Union jointly trusted funds, the Contractor adopts and agrees to be bound by the written terms of the legally established trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by Contractor.

**Section 3. Non-Affiliated Labor Organizations.** The Contractor shall deduct from each employee's wages all uniform dues and working assessments set forth in the Employee's Local Collective Bargaining Agreement. If a labor organization is not affiliated with the Council, and supplies its members or referrals for work on the Project, such labor organization shall pay to the Council the dues and assessments it would owe the Council if affiliated, for all periods during which the labor organization has members or referrals working on the Project. Any disputes under this paragraph shall be resolved exclusively between the labor organization and the Council by using the grievance procedure appearing in Article VII, as provided herein. All grievances shall be reduced to writing within thirty (30) days of the date on which the aggrieved party discovered the dispute. The grievance shall be initiated at Article VII, Section 3, Step 3.

#### ARTICLE XII

##### LOCAL UNION NEGOTIATIONS DURING THE PENDENCY OF THE AGREEMENT

**Section 1.** All parties to this Agreement understand and acknowledge that some crafts who will be working on the Project are covered by local collective bargaining agreements that will expire prior to the projected completion of the Project. All parties understand and agree that irrespective of whether such local collective bargaining agreement negotiations are successful or unsuccessful, there shall be no strike, sympathy strike, jurisdictional strike, recognitional strike, slowdown, sabotage, work to rule, sickout, sit down, picketing of any type (including informational picketing), handbilling, boycott, interruption of work or any disruptive activity that interferes with or interrupts in any way work on the Project by any Union involved in such local negotiations, or by any of its members, nor shall there be any lockout by a Contractor on the Project affecting such union or its members during the course of such negotiations. Irrespective of the status of any such local collective bargaining agreement negotiations, the affected Union and all of its members will observe and fully comply with the provisions of this Agreement. Should any Local Union fail or refuse to provide and/or refer qualified employees for work on the Project during an economic strike, any affected Contractor shall be permitted to utilize the procedures appearing in Article VI, Section 5 of this Agreement.

**Section 2. Wage/Benefit Increases.** Should a craft covered by this Agreement negotiate an increase in wages or an increase in benefits with any Contractor to become effective during the term of the Project, those wage and/or benefit increases shall be paid by the affected Contractor, as of the effective date of those increases, to those employees in that craft performing work covered by this Agreement.

#### ARTICLE XIII

##### HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY

**Section 1. Work Day and Work Week.** Except as provided in Section 4, the first shift shall consist of eight (8) or ten (10) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid for lunch, approximately mid-way through the shift. Forty (40) hours per week shall constitute a regular week's work, whether consisting of five (5) eight (8) hour days, or four (4)



ten (10) hour days. The work week will start on Monday and conclude on Sunday. A uniform starting time will be established for all crafts on each project or segment of the work. Nothing herein shall be construed as guaranteeing any employee eight (8) or ten (10) hours per day or forty (40) hours per week. The Union(s) shall be informed of the work starting time set by the contractor at the pre job conference which may be changed thereafter upon three (3) days' notice to the Union(s) and the employees. A second shift, if used, shall consist of eight hours between 3:00 p.m. and 1:00 a.m.; a third shift, if used, shall begin between 10:00 p.m. and 1:00 a.m. For purposes of Section 3, the third shift shall be considered as part of the prior day's work.

**Section 2. Starting Times.** Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time, which is defined as the scheduled end of the shift. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

**Section 3. Overtime.** Overtime shall be defined as all hours worked in excess of forty (40) hours in a work week or, for 8 hour shifts, in excess of eight (8) hours per day; or for 10 (ten) hour shifts for work in excess of 10 hours per day; such work and work performed on Saturdays shall be paid at one and one-half times the straight time rate of pay. However, in scheduled four (4) day/ten hour shift work weeks, Friday may be scheduled as a "makeup" day at straight time to make up for a day lost (Monday through Thursday) due to inclement weather. In addition, if a "make-up" day is scheduled, all employees directed to work on such day will be guaranteed a minimum of four (4) hours work or pay. In any week in which employees on the Project are scheduled on four/ten hour shifts, an employee whose first day of work on the Project begins on Wednesday or later day of the schedule shall be paid, during the first week of his employment only, time-and-one-half for all hours worked in excess of eight in a day or each day he works during said week. Work on Sundays and holidays shall be at double time. There shall be no restriction on any contractor's scheduling of overtime or the non-discriminatory designation of employees who will work. The contractor shall have the right to schedule work so as to minimize overtime. There shall be no pyramiding of overtime pay under any circumstances.

**Section 4. Shifts.**

- (a) Shift work may be performed at the option of the Contractor(s) upon three (3) days' prior notice to the Union and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period. Any third shift shall consist of seven (7) hours of continuous work exclusive of one-half (½) hour non-paid lunch period for eight (8) hours pay. A premium of \$.25 per hour shall be paid for work on the second shift and \$.50 per hour for work on the third shift.
- (b) The Contractor may establish a work week of four (4) consecutive ten (10) hour work days (exclusive of one-half (½) hour unpaid lunch, approximately midway through the shift) between Monday through Thursday.

**Section 5. Minimum Pay.** An employee who reports for work at the regular starting time and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate, provided the employee at the employer's discretion remains available for work. Any employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than two (2) hours. It will not be a violation of this agreement when the employer considers it necessary to shut down to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above where the employer requests employees to remain available for work, the employees will be compensation for such time. If a project is shut down because of weather, employees, who report for work, shall be paid actual time worked but not less than two (2) hours. Procedures for prior notification of work cancellation shall be determined at the pre-job conference. The provisions of this section are not applicable where the employee voluntarily quits or lays off.

**Section 6. Holidays.** Holidays shall be New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day. A holiday falling on Saturday shall be observed on the preceding Friday. A holiday falling on Sunday shall be observed on the following Monday.

**Section 7. Meal Period.** The Contractor will schedule a meal period of not more than one-half hour duration at the work location at approximately the mid-point of the scheduled work shift (4 hours in a five day work week, 5 hours in a four-day work week), consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through his meal period, he shall be compensated for the time worked at the applicable overtime rate and the employee shall, when work permits, eat his lunch "on the fly".

**Section 8. No Organized Work Breaks.** There will be one (1) break during the first four (4) hours of a shift which shall be taken at the employee's work station. Individual nonalcoholic beverage containers will be permitted at the employee's work station.

**Section 9. Helmets to Hardhats.**

- (a) The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in\*the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- (b) The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

**ARTICLE XIV  
APPRENTICES**

**Section 1. Need For.** The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry. The Contractor(s) will accordingly employ apprentices in their respective crafts to perform work on the Project within the apprentice's capabilities.

**Section 2. Ratios.** The Union agrees to cooperate with the Contractor in furnishing qualified apprentices as requested and if available. Apprentices shall perform the work of their craft in accordance with the ratios and terms in their governing collective bargaining agreements. To the extent requested by Owner, the Contractor(s) may use the maximum number of apprentices permitted by local collective bargaining agreements.

**ARTICLE XV  
DRUG AND ALCOHOL POLICY**

**Section 1. Drug and Alcohol Policy.** All parties understand and agree that a drug and alcohol policy, approved by the Council, will be in force for all work performed under the Agreement. The drug and alcohol policy will prohibit the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the Project's premises and will require testing of employees. The drug and alcohol policy, attached hereto as Appendix 2, is incorporated into and made part of this Agreement and is implemented for all Contractors and employees working on the Project.

**ARTICLE XVI  
NON-DISCRIMINATION**

**Section 1. Policy.** It is the continuing policy of the Owner, the Contractors and the Unions that the provisions of this Agreement shall be applied without discrimination because of age, race, sex, color, religion, creed, national origin, sexual orientation or any other basis prohibited by applicable law.

**ARTICLE XVII  
SOLE AND COMPLETE AGREEMENT**

**Section 1.** The parties agree that this Agreement constitutes the sole and complete agreement between them governing the rates of pay and working conditions of the construction employees working on the Project. This Agreement settles all demands and issues on the matters subject to collective bargaining and that it shall not be modified or supplemented in any way except by written agreement executed by the Owner and all parties.

**ARTICLE XVIII  
SEPARABILITY AND SAVINGS CLAUSE**

**Section 1. Intent of Parties.** If any article or section of this Agreement shall be held invalid by law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained pending a final determination as to its validity, the remainder of this Agreement shall not be affected and shall remain in full force and effect. In the event that any article or section is held invalid, the parties hereto shall, upon the request of the Unions, enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article during the period of invalidity or restraint. If the Owner and the Council cannot agree on a mutually satisfactory replacement, either party shall be permitted to submit its demand to formal interest arbitration.

**Section 2. Force of Agreement.** The parties recognize the right of the Owner to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the Owner, or such court order, the parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible. It is hereby agreed that this Agreement covers all of the signatory local unions listed below.

**Section 3. Delegation.** The Owner, in its sole and absolute discretion has the right to delegate its duties hereunder to a representative and/or designee who may be either an employee of Owner or a third party with whom Owner has contracted for contractor services.

**OWNER  
BELMONT COUNTY BOARD OF  
COMMISSIONERS**  
Matt Coffland /s/  
Mark A. Thomas /s/  
Ginny Favede /s/  
APPROVED AS TO FORM:  
David K. Liberati /s/ Assistant  
PROSECUTING ATTORNEY

**UPPER OHIO VALLEY BUILDING &  
CONSTRUCTION TRADES COUNCIL,  
AFL-CIO**  
Tom Gray /s/  
Joseph H. Miller /s/

**BRICKLAYERS LOCAL 9**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ELECTRICIANS LOCAL NO. 141**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**GENERAL TRUCK DRIVERS &  
HELPERS UNION LOCAL NO. 92**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**GLAZIERS DISTRICT COUNCIL 53**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**HEAT & FROST INSULATORS AND  
ASBESTOS WORKERS LOCAL  
NO. 2**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**INDIANA/KENTUCKY/OHIO  
REGIONAL COUNCIL OF  
CARPENTERS**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**IRONWORKERS LOCAL NO. 549**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LABORERS LOCAL NO. 809**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**OPERATIVE PLASTERERS' AND  
CEMENT MASONS LOCAL NO. 926**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PAINTERS DISTRICT COUNCIL 53**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PLUMBERS, PIPEFITTERS AND  
REFRIGERATION LOCAL NO. 83**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ROOFERS, LOCAL UNION NO. 188**  
By: \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
**SHEET METAL WORKERS LOCAL  
 NO. 33**  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
**SPRINKLER FITTERS LOCAL  
 NO. 669**  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**APPENDIX 1  
 LETTER OF ASSENT TO THE PROJECT LABOR AGREEMENT  
 FOR THE SENIOR SERVICES OF BELMONT COUNTY  
 COMMUNITY BUILDING PROJECT**

Pursuant to Article I, Section 1 of the Project Labor Agreement (the "Agreement") for the Senior Services of Belmont County Community Building Project, the undersigned party hereby agrees that it will comply with and be bound by all of the terms and conditions of the Agreement and agrees to all approved amendments or revisions thereto.

This Letter of Assent shall ONLY apply to the above-referenced Project and shall remain in effect for the duration of the above-referenced Project, after which this understanding will automatically terminate without further notice.

For the Contractor (or Subcontractor of whatever tier):

Name of Contractor/Subcontractor: \_\_\_\_\_

Name and Signature of Authorized Person:

(Print Name) \_\_\_\_\_  
 (Title) \_\_\_\_\_  
 (Signature) \_\_\_\_\_  
 (Phone #) \_\_\_\_\_  
 (Date) \_\_\_\_\_

**APPENDIX 2  
 EMPLOYEE DRUG AND ALCOHOL TESTING POLICY  
 SPECIFICATIONS**

The Owner is committed to providing a safe workplace for the workers assigned the Project, promoting high standards of employment health, and fostering productivity that satisfies its quality expectations. Consistent with the intent and spirit of this commitment, the Owner and Upper Ohio Valley Building and Construction Trades Council ("Council") have established a substance abuse testing program for the Project with the goal of maintaining a work environment that is free from the effects of the use of illegal drugs and alcohol. The Owner will implement the terms of this policy.

This program is not intended as a substitute for the Contractors' complete written substance abuse policy. Normally, such policies include other important features, including, but not limited to, an employee education and awareness Program, a supervisor training program and an employee assistance program.

The policy for this Project requires that any construction employee entering the project site will comply with the substance abuse testing requirements as outlined in this section. The Owner reserves the right to amend this program upon written notice to the Contractor and the Unions on the Project. The parties to this agreement shall recognize the Drug Free Work Site Program as implemented through participating Unions and/or Contractors as administered by the contractor, or for contractors who are not signatory to agreements with signatory unions belonging to the Council, and their core employees, an equivalent program that meets the specifications, contractual requirements, and testing requirements as set forth in this Appendix 1.

**CONTRACTUAL REQUIREMENTS**

All Contractors must have and enforce a written Substance Abuse Program incorporating the testing requirements, term, and conditions set forth in this specification. This specification is applicable to all employees, current and prospective, in order to be eligible to perform work at the Project. The Contractors must comply with the specification. Suppliers, vendors, and visitors are subject to confirmation of their abstinence from the possession or use of substances indicated in this specification. A copy of each contractor's substance abuse program must be submitted to the Owner for approval prior to commencement of any work on the Project site.

The substance abuse program must apply to all employees working on the Project and subcontractors' of any of tier working on the Project site. This includes workers, new hires, replacement workers, and supervisory personnel. No employee or prospective employee of a Contractor shall be permitted to work on the Project site unless such employee has submitted to testing by this specification and unless the results of such testing are negative as hereinafter defined. The Contractor must provide the Owner with a Monthly Summary Report of the Substance Abuse Program compliance.

All Contractors must train their respective employees in methods that will allow them to recognize substance abusers. Supervisory Employees of the Owner or its subcontractor shall be trained to take action, and to confront a substance abuser in a manner consistent with generally accepted safety-training procedures.

The cost of implementing the Substance Abuse program shall be borne by each respective Contractor affected by this specification.

Suppliers, vendors, and visitors must become signatory to the terms of this program and their abstinence from substance abuse, and their continued avoidance of violations of the specification at the project site. Furthermore, in the event of an incident and/or accident occurrences involving suppliers, vendors, and/or visitors, the same agrees to submit to the substance abuse testing when requested. Refusal to comply would be grounds to have the supplier, vendor, or visitor permanently barred from the Project site by regulators.

**TESTING REQUIREMENTS**

The Project requires:

- Post-offer/Pre-engagement drug and alcohol testing.
- Testing for reasonable suspicion of illegal drug use or alcohol use.
- Post accident and post incident drug and alcohol testing upon reasonable suspicion.
- Drug testing following discovery of illegal or unauthorized drugs or paraphernalia as creating reasonable suspicion.

All Prime Contractors must perform post-offer/pre-engagement, and post accident/incident testing upon reasonable suspicion, as follows:

- a. All drug testing must be conducted by a National Institute of Drug Abuse (NIDA) certified laboratory with test results interpreted by a licensed medical review officer (MRO).
- b. The initial screen tests for alcohol shall be performed by using either a saliva test or breathalyzer test comparable to the type used by state or local law enforcement officials. Furthermore, alcohol confirmatory tests shall be performed by using either blood alcohol test or a Breathalyzer test comparable to the type used by state or local law enforcement officials.
- c. Evidence of the negative test results of individual employees required by this specification shall be furnished to the Owner prior to the commencement of work by the individual employee and promptly after performance of any subsequent testing required by

this specification. Acceptable negative test result format.

- A certificate signed by the testing laboratory, setting forth the nature and results of performed; or
- An identification card signed by the respective Prime Contractor and issued to the individual employee, setting forth as reported on a certificate issued by the testing laboratory. The name of the testing laboratory shall also appear on the identification card; provided the affected employee authorizes the issuance of such identification card.

#### COMPLIANCE PROCEDURE

The Owner reserves the right to audit any substance abuse program required by this program to verify compliance results within twenty-four (24) hours of notification of the intent to audit. The Owner shall have free right of access to all relevant records of the Prime Contractor and their subcontractors and supplies for this purpose, provided such record disclosures are within the scope of the States guidelines pertaining to confidentiality of employee records.

The Contractor's pre-engagement employees who receive a positive test result shall immediately leave the Project Site. Transportation of employees receiving the positive test result is the direct responsibility of the employing Prime Contractor, including employees of its subcontractors. Furthermore, pre-engagement employees receiving a positive test shall not be permitted to return to the Project Site earlier than 90 days from the date of the positive test. At this time the employee may begin the process outlined by this specification again.

#### DEFINITIONS/ CONFIDENTIALITY/RULES- DISCIPLINARY ACTIONS- GRIEVANCE PROCEDURES

##### 1. DEFINITIONS:

- (a) Company Premises - the term "Company Premises" as used in this policy includes all property, facilities, land, building, structures, automobiles, trucks and other vehicles owned, leased or used by the Contractor on the Project. Construction job sites for which the Contractor has responsibility are included.
- (b) Prohibited Items & Substances - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs, alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.
- (c) Employee - Individuals, who perform work for the Contractor, including, but not limited to management, supervision, engineering, craft workers and clerical personnel.
- (d) Accident - Any event resulting in injury to a person or property to which an employee, or contractor/contractor's employee, contributed as a direct or indirect cause.
- (e) Incident - An event which has all the attributes of an accident, except that no harm was caused to person or property.
- (f) Reasonable Cause - Reasonable cause shall be defined as tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

##### 2. CONFIDENTIALITY

- (a) All parties to this policy and program have only the interests of employees in mind; therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the Contractor will make every reasonable effort to return you to work upon your recovery. The Contractor will also take action to assure that your illness is handled in a confidential manner.
- (b) All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know."
- (c) When a test is required, the specimen will be identified with a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly label and made tamper proof. The donor must witness this procedure.
- (d) Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- (e) The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

3. RULES - all employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

- (a) Use, possess, dispense or receive prohibited substances on or at the Project job site; or
- (b) Report to work at or on the Project with any measurable amount of prohibited substances in their system.

4. DISCIPLINE - When the Contractor has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall return to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:

- (a) Applicants testing positive for drug use will not be hired.
- (b) Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.
- (c) Employees who refuse to cooperate with testing procedures will be terminated.
- (d) Employees found in possession of drugs or drug paraphernalia will be terminated.
- (e) Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.
- (f) All discipline imposed under this program shall be subject to challenge under the grievance and arbitration provisions of the PLA.

5. PRESCRIPTION DRUGS - Employees using a prescribed medication which, in their physician's opinion, may impair the performance of their duties, either mental or motor functions, must immediately inform the supervisor of such prescription drug use if instructed by their physician to do so. For the safety of all employees, the Contractor will consult with you and your physician to determine if a reassignment of duties is necessary. The Contractor will attempt to accommodate your needs by making an appropriate reassignment. However, if a reassignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

Upon roll call the vote was as follows:

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

#### IN THE MATTER OF ENTERING INTO AGREEMENT WITH VAUGHN, COAST & VAUGHN, INC., FOR ENGINEERING SERVICES FOR THE BLAINE, CHERMONT AND COOK WATER STORAGE TANKS RECOATING PROJECT/BCSSD

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into agreement with Vaughn, Coast & Vaughn, Inc. in the amount of \$13,000 for engineering services for the Blaine, Chermont, and Cook Water Storage Tanks Recoating project for the Belmont County Sanitary Sewer District.

#### AGREEMENT BETWEEN OWNER AND ENGINEER FOR ENGINEERING SERVICES

This is an Agreement entered into this 8th day of April, 2015, by and between the **Belmont County Commission** (OWNER) and **Vaughn, Coast & Vaughn, Inc.** (ENGINEER).

Whereas, OWNER intends to repaint the Blaine, Chermont and Cook Tanks (PROJECT), OWNER and ENGINEER hereby agree in respect to the performance of professional engineering services by ENGINEER and to the payment for these services by OWNER as established below:

#### ENGINEERING SERVICES

1. During the DESIGN, BIDDING, and CONTRACT ADMINISTRATION phases of the Project, ENGINEER shall provide the following services:

- 1.1. Complete engineering design of Project in accordance with generally accepted professional standards. Specifically, for each tank that is to be painted, itemize miscellaneous work to be done by Contractor or Owner, specify coating system to be used for each tank interior and exterior.
  - 1.2. Prepare, for incorporation in the Contract Documents, final drawings and specifications of sufficient detail of scope, extent and character of work to be furnished and performed by Contractor(s).
  - 1.3. Prepare construction contracts, general conditions, bidding forms, invitations to bid and instruction to bidders (Bid Documents).
  - 1.4. Provide necessary copies of Bid Documents, Plans and Specifications to OWNER for record.
  - 1.5. Provide additional copies of Bid Documents, Plans and Specifications for use of Bidders for a fee to be paid by Bidders.
  - 1.6. Review, tabulate and evaluate bids received and provide recommendation of award to OWNER.
  - 1.7. Prepare and provide Contract Documents for construction of the Project.
  - 1.8. Review shop drawings for conformity to intent of Contract Documents and take appropriate action.
  - 1.9. Issue interpretation and clarification of Contract Documents as necessary.
  - 1.10. Administer change orders.
  - 1.11. Review for accuracy construction contractor's periodic estimates for payment and provide recommendation of payment.
  - 1.12. Conduct a final inspection to provide a greater degree of assurance that construction is complete in general accordance with Contract Documents.
2. During the CONSTRUCTION phase of the Project, ENGINEER shall provide the following services:
- 2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall provide the services of a Qualified Coatings Inspector at the site to assist ENGINEER and to provide critical point inspection of repainting process. Based on information obtained during such visits and on such observation, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.  
The purpose of ENGINEER's visits to and representation by the Qualified Coatings Inspector at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken during construction, and to provide OWNER a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s).  
ENGINEER shall not, during these visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have any control over Contractor(s)' work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of the construction selected by Contractor(s), for the safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor shall the ENGINEER assume any responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

COMPENSATION FOR ENGINEERING SERVICES

3. OWNER shall compensate ENGINEER for said services rendered as follows:
  - 3.1. For services rendered during the DESIGN phase of the Project, as described in paragraphs 1.1 through 1.4, fee as follows:
    - 3.1.1 Lump sum fee of \$13,000.
  - 3.2. For services rendered during the BIDDING phase of the Project, as described in paragraphs 1.5 through 1.7, fee as follows:
    - 3.2.1 Lump sum fee of \$3,000.
  - 3.3. For services rendered during the CONTRACT ADMINISTRATION phase of the Project, as described in paragraphs 1.8 through 1.12, fee as follows:
    - 3.3.1 Lump sum fee of \$3,500.
  - 3.4. For services rendered during the CONSTRUCTION phase of the Project, as described in paragraph 2.1, fee as follows:
    - 3.4.1 Lump sum fee of \$30,000.
  - 3.5. Times of Payments:
    - 3.5.1. ENGINEER shall submit monthly statements for services rendered based upon a percentage of completion of each phase of the project. OWNER shall promptly submit statements for funding reimbursement under the applicable funding program, if any. OWNER shall make prompt payment to ENGINEER for statements submitted.

OWNER RESPONSIBILITIES

4. OWNER shall be responsible for:
  - 4.1. Arranging access to and making provision for ENGINEER to enter upon public and private lands as required for ENGINEER to perform services under this Agreement.

SPECIAL PROVISIONS

5. Special Provisions:
  - 5.1. This Agreement, consisting of pages 1 through 5, constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.
  - 5.2. The Auditor shall execute the attached Auditor's Certificate stating that funds are available or are in the process of collection for the amounts outlined in paragraphs 3.1 through 3.4.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

**OWNER:** Belmont County Commission

**ENGINEER:** Vaughn, Coast & Vaughn, Inc.

By: Matt Coffland /s/  
Commissioner

By: Jeffrey A. Vaughn /s/  
Jeffrey A. Vaughn, P.E., Vice-Pres.

By: Mark A. Thomas /s/  
Commissioner

APPROVED AS TO FORM:

By: Ginny Favede /s/  
Commissioner

David K. Liberati /s/ Assistant  
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR THE  
BLAINE, CHERMONT, AND COOK WATER STORAGE  
TANKS RECOATING PROJECT FOR THE BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids for the Blaine, Chermont, and Cook Water Storage Tanks Recoating project for the Belmont County Sanitary Sewer District, based upon the recommendation of Mark Esposito, Director and Jeff Vaughn, Project Engineer.

**ADVERTISEMENT FOR BIDS**

BELMONT COUNTY COMMISSION  
BELMONT COUNTY, OHIO

Sealed bids for **Blaine, Chermont and Cook Water Storage Tanks Recoating** will be received by the Belmont County Commission at the Commission's office, located at the Belmont County Courthouse, 101 W. Main Street, St. Clairsville, OH 43950 until **9:30 a.m.** local time, **May 13, 2015**, and then at said office publicly opened and read aloud.

The Contract Specifications may be examined at the following location:

**Builders Exchange, Inc. – Cleveland**

9555 Rockside Rd., Suite 300  
Cleveland, OH 44125

**OVCEC**

21 Armory Drive  
Wheeling, WV 26003  
304-242-0520

**Vaughn, Coast & Vaughn, Inc.**

154 South Marietta St.  
St. Clairsville, OH 43950  
(740) 695-7256

**Belmont County Commission**

Belmont County Courthouse  
101 W. Main St.  
St. Clairsville, OH 43950

Method of Bidding will be as follows: **LUMP SUM CONTRACT** for Blaine, Chermont and Cook Water Storage Tank Recoating: CONTRACT to recoat three water storage standpipes including all mobilization, demobilization and site preparatory work, all equipment and materials required for removal and disposal of sludge from inside tanks, performing designated modifications and repairs, preparing tank surfaces for coatings, disposing of cleaning materials and materials removed during surface preparation, recoating the tanks, disinfection of interior tank surfaces, and all other work described in the Contract Documents, and necessary to provide completely recoated water storage standpipes ready to be placed back into service.

Bidding Documents may be obtained from the office of Vaughn, Coast & Vaughn, Inc., 154 South Marietta St., St. Clairsville, OH, 43950, (740) 695-7256.

A deposit will be required for the Bidding Documents as follows:

Contract 1 \$ **75.00** (No refund)

**The above stated deposit is required before the documents can be made available. Bids will be accepted from only those Bidders who obtain documents from the Engineer's office. Bidders who submit a Bid must be a Plan Holder of Record at the Engineer's office.**

**A MANDATORY Pre-Bid meeting will be held approximately 10 days prior to the scheduled Bid Opening.**

Bidders must comply with the following:

- A. Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code apply to this project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services.
- B. A Resolution passed by the Belmont County Board of Commissioners on March 16, 2001, entitled, "Protecting our workers and to take all necessary measures to halt the injurious dumping of Foreign Steel in Belmont County, Ohio." Copies of this resolution may be obtained from the Clerk of the Board of Commissioners.
- C. The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated. The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.
- D. Certificate of Compliance with Ohio Revised Code 3517.13.
- E. Government Business and Funding Contracts in accordance with Ohio Revised Code 2909.23.
- F. All work done under this Contract is subject to State of Ohio requirements concerning the payment of the prevailing wage rates.

Each bid shall be accompanied by a bid bond in the full amount of the bid; or a certified check, cashier's check, or letter of credit in an amount not less than ten percent of the total bid as a guaranty that if the bid is accepted, a contract will be entered into and its performance properly secured. Should any bid be rejected, such bid guaranty will be forthwith returned to the Bidder, and shall any Bid be accepted, such Bid Guaranty will be returned upon the proper execution and securing of the contract.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

By order of: BELMONT COUNTY COMMISSION

Bids may be sent to: Belmont County Commission  
Belmont County Courthouse  
101 W. Main St.  
St. Clairsville, OH 43950

To be published 2 times: **Tuesdays, April 14, 2015 and April 21, 2015.**

Please send proof of publication to: Belmont County Commission  
Belmont County Courthouse  
101 W. Main St.  
St. Clairsville, OH

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 9 TO AN AGREEMENT OF SUBLEASE BETWEEN ODYS AND COMMISSIONERS WITH RESPECT TO OAKVIEW JUVENILE RESIDENTIAL CENTER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution authorizing the execution of Amendment No. 9 to an Agreement of Sublease between the Ohio Department of Youth Services and Belmont County Commissioners with respect to Oakview Juvenile Residential Center.

*Note: Oakview Juvenile Residential Center has received additional capital funds for renovations and general improvements to the facility including but not limited to, replacement of the lighting at gymnasium, renovations to the exterior recreation areas, fiber optic upgrades, and replacement of the domestic water boiler.*

**RESOLUTION**

The County Commissioners of the County of Belmont, Ohio met in Regular session this date with the following members present:

Mr. Thomas Mrs. Favede Mr. Coffland

Mrs. Favede offered the following resolution and moved its adoption.

**A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 9 TO AN AGREEMENT OF SUBLEASE WITH RESPECT TO OAKVIEW JUVENILE RESIDENTIAL CENTER**

**WHEREAS**, the Board of County Commissioners of the County of Belmont (the "Board") has previously entered into an Agreement of Sublease (the "Original Sublease", and as supplemented and amended from time to time, the "Sublease"), with the Ohio Department of Youth Services (the "Department") concerning the Oakview Juvenile Residential Center (the "Project"); and

**WHEREAS**, in view of an additional appropriation for the Project for improvements of the facility, the Board and the Department wish to enter into an Amendment No. 9 to Agreement of Sublease (the "9<sup>th</sup> Amendment"), in order to amend the description of the Project contained in Exhibit A to the Sublease.

**NOW, THEREFORE, BE IT RESOLVED**, that two or more members of the Board are authorized and directed to execute and deliver, in the name and on behalf of County, the 8<sup>th</sup> Amendment between the Board and the Department, in substantially the form submitted to

and now on file with the Board which is hereby approved, with such changes therein not inconsistent with this resolution as may be approved by such members of the Board. The approval of such changes by said members of the Board shall be conclusively evidenced by the execution of the 9<sup>th</sup> Amendment by such members of the Board; and

**FURTHER RESOLVED**, that each member of the Board is each separately authorized to take any and all actions and to execute such certificates and other instruments as may be necessary or appropriate in order to effect the intent of these resolutions; and

**FURTHER RESOLVED**, that it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code; and

**FURTHER RESOLVED**, that this resolution shall take effect and be in force immediately upon its adoption and, to the extent inconsistent therewith, supersedes any prior resolution of this Board.

Mr. Coffland seconded the motion and the roll called for adoption of the foregoing resolution, the vote resulted as follows:

AYES: Mrs. Favede Mr. Coffland Mr. Thomas

NAYS:

ABSTENTIONS:

ADOPTED this 8th day of April, 2015.

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

**AMENDMENT NO. 9 TO  
AGREEMENT OF SUBLEASE  
between  
OHIO DEPARTMENT OF YOUTH SERVICES  
and the  
BELMONT COUNTY, OHIO**

This AMENDMENT NO. 9 TO AGREEMENT OF SUBLEASE ("Amendment"), dated as of April 8, 2015 between the DEPARTMENT OF YOUTH SERVICES (the "Department") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BELMONT, OHIO (the "Board");

WITNESSETH:

**WHEREAS**, the Department and the Board previously entered into an Agreement of Sublease (as the same has been amended previously, the "Original Sublease") with respect to the Oakview Juvenile Residential Center (the "Project"); and

**WHEREAS**, the parties hereto desire to amend the description of the Project set forth in Exhibit A to the Original Sublease in order to more accurately describe the Project;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein set forth, the parties hereto agree as follows:

Section 1. Amendment and Restatement of Exhibit A. Exhibit A to the Original Sublease is hereby amended and restated in its entirety in the form of 9<sup>th</sup> Amended and Restated Exhibit A attached hereto and made a part hereof.

Section 2. Original Sublease Unaltered. Except as expressly modified hereby, the Original Sublease remains unaltered and in full force and effect. This Amendment shall be considered an integral part of the Original Sublease and all references to the Sublease in the Original Sublease or any document referring thereto shall, on and after the date of this Amendment, be deemed to be references to the Original Sublease, as amended, including as amended by this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives as of the day and year first hereinabove set forth, but actually on the dates of their respective acknowledgements.

**DEPARTMENT OF YOUTH SERVICES**

By: \_\_\_\_\_

Director

**BELMONT COUNTY, OHIO**

By: Matt Coffland /s/ \_\_\_\_\_

Commissioner

By: Mark A. Thomas /s/ \_\_\_\_\_

Commissioner

By: Ginny Favede /s/ \_\_\_\_\_

Commissioner

[The Eighth Amended & Restated Exhibit "A" follows.]

**BELMONT COUNTY MULTI-COUNTY  
JUVENILE COURT REHABILITATION CENTER**

Original Project Description and Amendments One through Three

- A. Legislative Authority: Amended Substitute Senate Bill No. 245 of the 123<sup>rd</sup> General Assembly and Amended Substitute House Bill No. 640 of the 123<sup>rd</sup> General Assembly, CAP Line Item 812.
- B. Purpose: Rehabilitation of juvenile offenders in lieu of commitment to the Ohio Department of Youth Services.
- C. Location: 6.193 acre tract of County owned property at 45232 National Road West, St. Clairsville, Belmont County, Ohio.
- D. Size/Cost: 19,377 square feet facility/\$5,000,000.
- E. Description: The Project will consist of a 24-bed rehabilitation facility that will include food and laundry services, medical services, administrative offices, program services and activities and visitation areas. The facility will serve juvenile offenders from the Ohio Counties of Belmont, Guernsey, Harrison, Jefferson, Monroe and Noble, together with the purchase of an existing 10-bed group home located on the Project site.

**Amendment No. 4  
Project Renovation**

- A. Legislative Authority: Am. Sub. H.B. No. 462, CAP-812
- B. Purpose: General Improvements
- C. Cost: \$40,000.00
- D. Description: This project will make general renovations throughout the facility, to include but not limited to HVAC Repairs.

**Amendment No. 5  
Project Renovation**

- A. Legislative Authority: Am. Sub. H.B. No. 462, CAP-812
- B. Purpose: General Improvements
- C. Cost: \$20,000.00
- D. Description: This renovation project will replace the domestic water boiler.

**Amendment No. 6  
Project Renovation**

- A. Legislative Authority: Amended Substitute House Bill No. 482 of the 129<sup>th</sup> Ohio General Assembly; C47003
- B. Purpose: General Improvements
- C. Cost: \$126,945.00
- D. Description: General improvements throughout the facility, to include but not limited to, Carpeting Replacements, Kitchen Equipment Replacements, Institutional Furniture Replacements, Boiler Replacement, IT Infrastructure Upgrades, Water Softener Replacement, HVAC Replacement and Sidewalk Replacements.



**Amendment No. 7  
Project Renovation**

- A. Legislative Authority: Amended Substitute House Bill No. 497 of the 130th Ohio General Assembly; C47003
- B. Purpose: General Improvements
- C. Cost: \$75,000.00
- D. Description: General improvements throughout the facility, to include but not limited to, Parking lot repaving, HVAC Repairs, Roof Repairs, Outdoor Storage Building, and PREA related improvements.

**Amendment No. 8  
Project Renovation**

- A. Legislative Authority: Amended Substitute House Bill No. 497 of the 130th Ohio General Assembly; C47003
- B. Purpose: General Improvements
- C. Cost: \$300,000
- D. Description: General improvements throughout the facility, to include but not limited to, replacement of the entire camera surveillance equipment, including DVRs and cameras.

**Amendment No. 9  
Project Renovation**

- A. Legislative Authority: Amended Substitute House Bill No. 497 of the 130th Ohio General Assembly; C47003
  - B. Purpose: General Improvements
  - C. Cost: \$90,000
  - D. Description: General improvements throughout the facility, to include but not limited to, replacement of the lighting at gymnasium, renovations to the exterior recreation areas, fiber optic upgrades, and replacement of the domestic water boiler.
- Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept a copy of the Belmont County Juvenile Court's 2014 Annual Report as submitted per ORC 2151.18.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Engagement Letter with Dinsmore & Shohl, LLP, to act as bond counsel regarding the not to exceed \$8,319,000 Various Improvement and Refunding Bond Anticipation Notes, Series 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,640,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF ACQUIRING AND CONSTRUCTING SANITARY SEWER IMPROVEMENTS IN BELMONT COUNTY SANITARY SEWER DISTRICT NO. 2, INCLUDING (A) THE EXIT 215 SEWER LINE PROJECT, (B) THE VILLAGE OF BELMONT PUMP STATION AND FORCE MAIN PROJECT, AND (C) THE VILLAGE OF MORRISTOWN PUMP STATION PROJECT**

ENTERED IN COMMISSIONERS' JOURNAL  
NO. 96, PAGE NO. \_\_\_\_\_

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9 o'clock a.m., on April 8, 2015, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Thomas   Mrs. Favede   Mr. Coffland

Absent: \_\_\_\_\_

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

Mrs. Favede moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO  
RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,640,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF ACQUIRING AND CONSTRUCTING SANITARY SEWER IMPROVEMENTS IN BELMONT COUNTY SANITARY SEWER DISTRICT NO. 2, INCLUDING (A) THE EXIT 215 SEWER LINE PROJECT, (B) THE VILLAGE OF BELMONT PUMP STATION AND FORCE MAIN PROJECT, AND (C) THE VILLAGE OF MORRISTOWN PUMP STATION PROJECT**

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of acquiring and constructing sanitary sewer improvements in Belmont County Sanitary Sewer District No. 2, including (a) the Exit 215 sewer line project, (b) the Village of Belmont pump station and force main project, and (c) the Village of Morristown pump station project (collectively, the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is thirty-five (35) years, and of notes to be issued in anticipation thereof is fifteen (15) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from the net revenues of the County's sanitary sewer system in Belmont County Sanitary Sewer District No. 2 and on such notes from such net revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues"); and

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$1,644,000 are about to mature and should be renewed in a principal amount not to exceed \$1,640,000;

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

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$1,640,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately April 1, 2016, shall bear interest at the rate of approximately nine percent (9%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding thirty-five (35) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$1,640,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the

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

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

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

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

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

The Notes shall be designated "Sanitary Sewer Improvement Bond Anticipation Notes, Seventh Series, Ninth (2015) Renewal" or as otherwise provided in the Certificate of Award.

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

SECTION 5. That the Notes shall be sold to Fifth Third Securities, Inc. (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such consolidated note issue is referred to herein as the "Consolidated Note Issue".

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

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

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

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

The Notes are hereby designated as "qualified tax exempt obligations" to the extent permitted by Section 265(b)(3) of the Code and not deemed already so designated. This Board of County Commissioners finds and determines that the reasonable anticipated amount of qualified tax exempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and the board hereby covenants that, during such year, the amount of tax exempt obligations issued by the County and designated as "qualified tax exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

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

SECTION 11. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Bonds as a part of the Consolidated Note Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 12. That the Clerk of this Board of County Commissioners, is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 13. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 14. That this resolution shall take effect immediately upon its adoption.

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

AYES: Mrs. Favede                      Mr. Coffland                      Mr. Thomas

NAYS: \_\_\_\_\_

ADOPTED, this 8th day of April, 2015.

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

**IN THE MATTER OF RESOLUTION AUTHORIZING THE ISSUANCE OF  
NOT TO EXCEED \$2,500,000 OF NOTES TO RENEW NOTES PREVIOUSLY  
ISSUED TO PAY PART OF THE COST OF WATER WELL UPGRADES,  
WATERLINE EXTENSIONS AND WATER STORAGE FACILITIES**

ENTERED IN COMMISSIONERS' JOURNAL  
NO. 96, PAGE NO. \_\_\_\_\_

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9 o'clock a.m., on April 8, 2015, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Thomas                      Mrs. Favede                      Mr. Coffland

Absent: \_\_\_\_\_

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

Mrs. Favede moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO  
RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,500,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF WATER WELL UPGRADES, WATERLINE EXTENSIONS AND WATER STORAGE FACILITIES**

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of water well upgrades, waterline extensions and water storage facilities (collectively, the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is forty (40) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from the net revenues of the County's water supply, treatment, storage and distribution utility, and on such notes from such revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues"); and

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$3,000,000 are about to mature and should be renewed in a principal amount not to exceed \$2,500,000;

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

SECTION 1. That it is necessary to issue bonds of this County in the principal amount of not to exceed \$2,500,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately April 1, 2016, shall bear interest at the rate of approximately seven percent (7%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding thirty (30) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$2,500,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

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

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

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

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

The Notes shall be designated "Water System Improvement Bond Anticipation Notes, First (2015) Renewal" or as otherwise provided in the Certificate of Award.

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

SECTION 5. That the Notes shall be sold to Fifth Third Securities, Inc. (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such consolidated note issue is referred to herein as the "Consolidated Note Issue".

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

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue

of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

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

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

The Notes are hereby designated as "qualified tax exempt obligations" to the extent permitted by Section 265(b)(3) of the Code and not deemed already so designated. This Board of County Commissioners finds and determines that the reasonable anticipated amount of qualified tax exempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and the board hereby covenants that, during such year, the amount of tax exempt obligations issued by the County and designated as "qualified tax exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

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

SECTION 11. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Bonds as a part of the Consolidated Note Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 12. That the Clerk of this Board of County Commissioners, is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 13. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 14. That this resolution shall take effect immediately upon its adoption.

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

AYES: Mrs. Favede Mr. Coffland Mr. Thomas

NAYS:

ADOPTED, this 8th day of April, 2015.

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

IN THE MATTER OF RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$225,000 OF NOTES TO PAY PART OF THE COST OF ACQUIRING VARIOUS VEHICLES FOR THE COUNTY ENGINEER

ENTERED IN COMMISSIONERS' JOURNAL NO. 96, PAGE NO.

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9 o'clock a.m., on April 8, 2015, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Thomas Mrs. Favede Mr. Coffland

Absent:

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

Mrs. Favede moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO RESOLUTION NO.

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$225,000 OF NOTES TO PAY PART OF THE COST OF ACQUIRING VARIOUS VEHICLES FOR THE COUNTY ENGINEER

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of acquiring various vehicles for the County Engineer (collectively, the "Project"); and

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

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from the general revenues of this County, and on such notes from such revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues");

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

SECTION 1. That it is necessary to issue bonds of this County in the principal amount of not to exceed \$225,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately April 1, 2016, shall bear interest at the rate of approximately five percent (5%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding five (5) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$225,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

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

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

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

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

The Notes shall be designated "Engineer Vehicle Bond Anticipation Notes, Series 2015" or as otherwise provided in the Certificate of Award.

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

SECTION 5. That the Notes shall be sold to Fifth Third Securities, Inc. (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such consolidated note issue is referred to herein as the "Consolidated Note Issue".

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

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

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

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

The Notes are hereby designated as "qualified tax exempt obligations" to the extent permitted by Section 265(b)(3) of the Code and not deemed already so designated. This Board of County Commissioners finds and determines that the reasonable anticipated amount of qualified tax exempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and the board hereby covenants that, during such year, the amount of tax exempt obligations issued by the County and designated as "qualified tax exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

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

SECTION 11. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Bonds as a part of the Consolidated Note Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 12. That the Clerk of this Board of County Commissioners, is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 13. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 14. That this resolution shall take effect immediately upon its adoption.

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

AYES: Mrs. Favede Mr. Coffland Mr. Thomas

NAYS: \_\_\_\_\_

ADOPTED, this 8th day of April, 2015.

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

**IN THE MATTER OF RESOLUTION AUTHORIZING THE  
ISSUANCE OF NOT TO EXCEED \$3,954,000 OF NOTES TO  
REFUND THE COUNTY'S VARIOUS PURPOSE BONDS,  
SERIES 2006 DATED AS OF MARCH 15, 2006**

ENTERED IN COMMISSIONERS' JOURNAL  
NO. 96, PAGE NO. \_\_\_\_\_

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9 o'clock a.m., on April 8, 2015, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Thomas Mrs. Favede Mr. Coffland

Absent: \_\_\_\_\_

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

Mrs. Favede moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO  
RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED  
\$3,954,000 OF NOTES TO REFUND THE COUNTY'S VARIOUS PURPOSE  
BONDS, SERIES 2006 DATED AS OF MARCH 15, 2006**

WHEREAS, this Board of County Commissioners adopted resolutions on February 1, 2006 (the "Prior Resolutions") authorizing the issuance of Various Purpose Bonds, Series 2006 of this County dated as of March 15, 2006 (the "Prior Bonds") for the purposes of paying part of the costs of (1) acquiring and renovating buildings to house departments and agencies of the Issuer and other political subdivisions, including without limitation, improvements to the county jail; (2) acquiring and constructing sanitary sewer improvements in Belmont County Sanitary Sewer District No. 2; (3) acquiring, constructing and installing improvements to the county jail, and (4) acquiring, constructing and installing building improvements for use by the Eastern Division County Court (collectively, the "Prior Project");

WHEREAS, this Board of County Commissioners desires to refund the outstanding Prior Bonds which will result in interest cost savings which will accrue to the benefit of the County, its citizens and taxpayers; and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is thirty-one (31) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from the respective sources describe in the Prior Resolutions, and on such notes from such revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues");

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

SECTION 1. That it is necessary to issue bonds of this County in the principal amount of not to exceed \$3,954,000 for the purpose of refunding the Prior Bonds, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately April 1, 2016, shall bear interest at the rate of approximately five percent (5%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period ending not later than December 1, 2026.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$3,954,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

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

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

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

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

The Notes shall be designated "Various Purpose Refunding Bond Anticipation Notes, Series 2015" or as otherwise provided in the Certificate of Award.

It is hereby determined by this Board of County Commissioners that the issuance of the Notes provided herein, including without limitation, the redemption provisions set forth above, are in the best interests of this County. It is hereby further determined that the refunding of the Prior Bonds will result in interest cost savings which will accrue to the benefit of this County, its citizens and taxpayers.

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

SECTION 5. That the Notes shall be sold to Fifth Third Securities, Inc. (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County



Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such consolidated note issue is referred to herein as the "Consolidated Note Issue".

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

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

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

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

The Notes are hereby designated as "qualified tax exempt obligations" to the extent permitted by Section 265(b)(3) of the Code and not deemed already so designated. This Board of County Commissioners finds and determines that the reasonable anticipated amount of qualified tax exempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and the board hereby covenants that, during such year, the amount of tax exempt obligations issued by the County and designated as "qualified tax exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

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

SECTION 11. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Bonds as a part of the Consolidated Note Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 12. That all the Prior Bonds, or such lesser amount as may be specified in the Certificate of Award, shall be and hereby are ordered called for optional redemption according to their terms on the first optional redemption date following the issuance of the Notes. At least two members of this Board of County Commissioners, the County Auditor or the County Treasurer, or any of them, are hereby separately authorized to execute and deliver an Escrow Trust Agreement with a bank or trust company as Escrow Trustee for the refunding defeasance of the Prior Bonds in such form as the officer or officers executing the same may approve, the execution thereof by such officer or officers to be conclusive evidence of such authorization and approval. Such officers are each hereby further separately authorized to subscribe for and purchase such United States Treasury obligations, including such obligations of the State and Local Government Series, as shall be required pursuant to such Escrow Trust Agreement and to pay for such obligations with the proceeds of the Notes, and any such actions heretofore taken by such officers or the purchaser of the Notes or bond counsel in connection with such subscription and purchase are hereby approved, ratified and confirmed.

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

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

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

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

AYES: Mrs. Favede \_\_\_\_\_ Mr. Coffland \_\_\_\_\_ Mr. Thomas \_\_\_\_\_

NAYS: \_\_\_\_\_

ADOPTED, this 8th day of April, 2015.

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

**IN THE MATTER OF RESOLUTION CONSOLIDATING  
UP TO FOUR BOND ANTICIPATION NOTE ISSUES OF  
THE COUNTY OF BELMONT, OHIO INTO A CONSOLIDATED  
NOTE ISSUE, AND ESTABLISHING THE TERMS OF SUCH  
CONSOLIDATED NOTE ISSUE**

ENTERED IN COMMISSIONERS' JOURNAL  
NO. 96, PAGE NO. \_\_\_\_\_

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9 o'clock a.m., on April 8, 2015, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Thomas \_\_\_\_\_ Mrs. Favede \_\_\_\_\_ Mr. Coffland \_\_\_\_\_

Absent: \_\_\_\_\_

Mrs. Favede moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO  
RESOLUTION NO. \_\_\_\_\_



**RESOLUTION CONSOLIDATING UP TO FOUR BOND ANTICIPATION NOTE ISSUES OF THE COUNTY OF BELMONT, OHIO INTO A CONSOLIDATED NOTE ISSUE, AND ESTABLISHING THE TERMS OF SUCH CONSOLIDATED NOTE ISSUE**

WHEREAS, this Board of County Commissioners has adopted four resolutions authorizing the following general obligation bond anticipation note issues pursuant to Chapter 133 of the Ohio Revised Code for the purposes indicated: (i) not to exceed \$1,640,000 Sanitary Sewer Improvement Bond Anticipation Notes, Seventh Series, Ninth (2015) Renewal for the purpose of renewing notes previously issued for the purpose of paying part of the costs of acquiring and constructing sanitary sewer improvements in Belmont County Sanitary Sewer District No. 2, including (a) the Exit 215 sewer line project, (b) the Village of Belmont pump station and force main project, and (c) the Village of Morristown pump station project; (ii) not to exceed \$2,500,000 Water System Improvement Bond Anticipation Notes, First (2015) Renewal for the purpose of renewing notes previously issued for the purpose of paying part of the costs of water well upgrades, waterline extensions and water storage facilities; (iii) not to exceed \$225,000 Engineer Vehicle Bond Anticipation Notes, Series 2015 for the purpose of acquiring various vehicles for the County Engineer; and (iv) not to exceed \$3,954,000 Various Purpose Refunding Bond Anticipation Notes, Series 2015 for the purpose of refunding this County's outstanding Various Purpose Bonds, Series 2006 dated as of March 15, 2006 (such note issues are collectively referred to as the "2015 Series Notes"); and

WHEREAS, this Board of County Commissioners desires to authorize the issuance and sale of some or all of the 2015 Series Notes on a consolidated basis pursuant to Section 133.30(B) of the Ohio Revised Code and this resolution;

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

SECTION 1. That pursuant to the provisions of Section 133.30(B) of the Ohio Revised Code, some or all of the 2015 Series Notes, as determined by the County Auditor in the Certificate of Award, as hereinafter defined, without further action of this Board of County Commissioners, shall be consolidated into a single note issue which shall be designated "Various Improvement and Refunding Bond Anticipation Notes, Series 2015" or as otherwise provided in the Certificate of Award (such consolidated notes are hereinafter referred to as the "Consolidated Notes").

SECTION 2. That the Consolidated Notes shall be issued under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. The Consolidated Notes shall (i) be dated as of the same date as the 2015 Series Notes included in the Consolidated Notes, (ii) be in a principal amount equal to the sum of the aggregate principal amounts of such 2015 Series Notes, (iii) be numbered from R1 upwards in order of issuance, (iv) be of the denominations of \$100,000 or more requested by the purchaser, (v) mature on the date such 2015 Series Notes mature in an amount equal to the sum of the maturity amounts for such 2015 Series Notes for such date, and (vi) bear interest payable at maturity at a rate equal to the rate of interest on such 2015 Series Notes.

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

It is hereby determined by this Board of County Commissioners that the issuance of the Consolidated Notes provided herein are in the best interests of the County and that the maturity provisions set forth above are consistent with the aggregate of the separate maturities of the respective resolutions authorizing the 2015 Series Notes.

SECTION 3. That the Consolidated Notes shall express upon their faces a summary statement of purposes encompassing the purposes stated in the resolutions authorizing the 2015 Series Notes and that they are issued in pursuance of this resolution. The Consolidated Notes shall be in fully registered form without coupons, shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimile signatures. The Consolidated Notes shall be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company to be designated the County Auditor in the Certificate of Award (as hereinafter defined) without further action of this Board of County Commissioners as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, without deduction for exchange, collection or service charges, to the person whose name appears on the Note registration records as the registered holder thereof. The Consolidated Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

The Consolidated Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Consolidated Note during the 15day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Consolidated Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

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

SECTION 4. That the provisions of the respective resolutions authorizing the 2015 Series Notes included in the Consolidated Notes relating to security and sources of payment, federal tax status of such 2015 Series Notes and of interest payable thereon, are hereby incorporated by reference into this resolution and the Consolidated Notes.

SECTION 5. That the Consolidated Notes shall be sold to Fifth Third Securities, Inc. (the "Purchaser") at not less than 100% of the principal amount thereof plus accrued interest to the date of delivery, as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award") pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The Clerk, acting as the Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Consolidated Notes (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Consolidated Notes to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Consolidated Notes pursuant to the provisions of the Purchase Agreement. The proceeds from the sale of the Consolidated Notes, except as any premium and accrued interest received, shall be apportioned, deposited and credited in accordance with Section 133.32 of the Ohio Revised Code to the respective purposes and funds in accordance with the amount of each issue of 2015 Series Notes and for which purposes such proceeds are hereby appropriated. Any premium and accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of the Consolidated Notes in the manner provided by law.

SECTION 6. That for purposes of this resolution, the following terms shall have the following meanings:

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

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

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

All or any portion of the Consolidated Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Consolidated Notes, notwithstanding any other provision of this resolution. If and as long as a book entry system is utilized with respect to any of such Consolidated Notes: (i) there shall be a single Consolidated Note of each maturity; (ii) those Consolidated Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Consolidated Notes in book entry form shall have no right to receive Consolidated Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Consolidated Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Consolidated Notes as such shall not be transferable or

exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Consolidated Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this County's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Consolidated Notes as provided in this resolution.

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

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

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

SECTION 7. That the County Auditor is hereby authorized without further action of this Board of County Commissioners to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Consolidated Notes, in each case in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 8. That the law firm of Peck, Shaffer & Williams, A Division of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Consolidated Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above

SECTION 9. That the Clerk of this Board of County Commissioners, is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 10. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 11. That this resolution shall take effect immediately upon its adoption.

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

AYES: Mrs. Favede \_\_\_\_\_ Mr. Coffland \_\_\_\_\_ Mr. Thomas \_\_\_\_\_

NAYS: \_\_\_\_\_

ADOPTED, this 8th day of April, 2015.

Jayne Long /s/ \_\_\_\_\_

Clerk  
Board of County Commissioners  
County of Belmont, Ohio

**IN THE MATTER OF ACCEPTING THE PROPOSAL  
FROM H.E. NEUMANN TO REPLACE WATER SOURCE  
HEAT PUMP THAT SERVES THE LAW LIBRARY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept proposal number 25826 from H. E. Neumann in the amount of \$5,998.00 for all labor and materials necessary to replace the water source heat pump that serves the Law Library on the third floor of the Belmont County Courthouse.

**H. E. Neumann  
PROJECT AGREEMENT FOR BUILDING  
ENVIRONMENTAL SYSTEMS**

Proposal Date	Proposal Number	Agreement No.
03/06/2015	25826	

**BY AND BETWEEN:**

H.E. Neumann  
100 Middle Creek Road  
Triadelphia, WV 26059  
hereinafter CONTRACTOR

**AND**

Belmont County  
101 West Main Street  
St. Clairsville, Ohio 43950  
hereinafter CUSTOMER

**SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):**

**BELMONT COUNTY COURTHOUSE – LAW LIBRARY**

We are pleased to confirm our proposal for all labor and materials to replace the water source heat pump that is located above the 3<sup>rd</sup> floor men's restroom and serves the law library. This heat pump has a failed blower motor with the repair being 100% covered under the HVAC maintenance agreement you have with us. The unit is 21 years old with a national average life expectancy of 15 years. This heat pump is located in a very congested ceiling space therefore it must be lowered from its mounted position to even gain access to the blower motor. We are offering you an optional replacement proposal with credit for what our cost would have been to replace the motor.

Included in this proposal are allowances for a new Carrier water source heat pump, all supply and return ductwork revisions, all high and low voltage wiring revisions, all supply and return water piping revisions and proper unit start-up and testing by a Carrier factory authorized service technician. Also included are allowances for proper disposal of the old unit and refrigerants per EPA guidelines. Please allow 3 weeks for unit build time and shipping from the factory.

TOTAL INSTALLATION AMOUNT= \$6,815.00

TOTAL CREDIT AMOUNT FOR THE REPAIR PER OUR AGREEMENT = \$817.00

TOTAL ADJUSTED INSTALLATION AMOUNT = \$5,998.00

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer or Contractor as evidence by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

**CONTRACTOR**

\_\_\_\_\_  
Signature (Sales Representative)

**Approved For Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Project Sales Manager

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

**CUSTOMER**

\_\_\_\_\_  
*Matt Coffland /s/ Mark A. Thomas /s/ Ginny Favede /s/*

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Mark A. Thomas, Ginny Favede, Matt Coffland

\_\_\_\_\_  
*Ginny Favede /s/*

\_\_\_\_\_  
Name (Print Type)

\_\_\_\_\_  
Belmont County Commissioners

\_\_\_\_\_  
04/08/15

\_\_\_\_\_  
Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM LIMBACH CONTROLS GROUP TO SURVEY THE EXISTING AUTOMATED LOGIC TEMPERATURECONTROLS SYSTEM AT THE BELMONT CO. JAIL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept proposal number HW131 from Limbach Controls Group in the amount of \$2,516.00 for all labor and tools necessary to survey the existing Automated Logic Temperature Controls System at the Belmont County Jail.

**LIMBACH**

**WebCTRL**

*Since 1901 Consistently Exceeding Expectations*

Proposal Date	Proposal Number	Agreement Number	Page
1/13/15	HW131		1 of 3

BY AND BETWEEN  
Limbach Company, LLC  
822 Cleveland Avenue  
Columbus, Ohio 43201

AND

Belmont County Jail  
Attn: Mike Belon

Hereinafter LIMBACH

Hereinafter CUSTOMER

**SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):**

**Belmont County Jail – Automated Logic Temperature Controls Survey**

**Labor and material required to:**

**Provide Labor and Tools to Survey the existing Automated Logic Temperature Controls System**

- Provide labor and tools to survey the existing Automated Logic (ALC) Temperature Controls System.
- The survey will include reviewing the operation of the ALC front end server, WebCTRL software, equipment level programmable controllers, equipment and space sensors, and system-wide programming.
- Document survey results including needed/recommended software updates, programmable controller operation and errors, sensor operation and errors, and programming operation.
- Document and review error logs, trend logs, and alarms on the WebCTRL system.
- Backup system database for customer (if possible).
- Communicate survey findings to the owner.

Contract Price Not to Exceed **\$ 2,516.00**  
**(Two Thousand Five Hundred Sixteen Dollars)**

DATE APPROVED 04/08/15

\_\_\_\_\_  
*Matt Coffland /s/*

\_\_\_\_\_  
*Mark A. Thomas /s/*

\_\_\_\_\_  
*Ginny Favede /s/*

**Exclusions:**

Work is to be performed during normal business hours.

Scope of this proposal does not include troubleshooting any mechanical issues with heating/cooling system.

Any found deficiencies will be documented and communicated to owner.

BELMONT COUNTY COMMISSIONERS

**These prices is firm for 60 days**

Heath Wolfe  
Limbach Controls Group  
822 Cleveland Ave.  
Columbus, Ohio 43201  
614-607-8023 Office  
614-554-2631 Cell

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM LIMBACH CONTROLS GROUP TO UPGRADE THE CURRENT WEBCTRL SOFTWARE FOR THE AUTOMATED LOGIC TEMPERATURE CONTROLS SYSTEM AT THE BELMONT COUNTY JAIL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept proposal number HW148 from Limbach Controls Group in the amount of \$8,064.00 for all labor and materials necessary to upgrade the current WebCTRL Software from Version 4.1 to Version 6.0 for the Automated Logic Temperature Controls System at the Belmont County Jail.

**LIMBACH**

**WebCTRL**

*Since 1901 Consistently Exceeding Expectations*

Proposal Date	Proposal Number	Agreement Number	Page
3/6/15	HW148		1 of 3

BY AND BETWEEN  
Limbach Company, LLC  
822 Cleveland Avenue  
Columbus, Ohio 43201

AND

Belmont County Jail  
Attn: Mike Belon

Hereinafter LIMBACH

Hereinafter CUSTOMER

**SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):**

**Belmont County Jail – Automated Logic WebCTRL Software Upgrade**

**Labor and material required to:**

**Provide Labor and Material to upgrade the Current WebCTRL Software from version 4.1 to the current version 6.0**

- Provide 32 hours of control technician time to perform ALC WebCTRL 6.0 Software Upgrade on owner’s server
- Download and install all current updates and service packs for WebCTRL 6.0 software
- Install POSTGRES database to replace current Access database
- Download updated drivers to each ALC programmable control module
- Cleanup *Trends* and *Alarms* Database files
- Setup automatic email alarming of critical alarms (owner to provide IT mail server information)
- Document any found system or mechanical issues for owner
- Backup system database for customer
- Review changes with the owner

Contract Price Not to Exceed **\$ 8,064.00**  
**(Eight Thousand Sixty Four Dollars)**

DATE APPROVED 04/08/15

Matt Coffland /s/

Mark A. Thomas /s/

**Exclusions:**

Work is to be performed during normal business hours. Ginny Favede /s/  
 Scope of this proposal does not include troubleshooting any mechanical issues with heating/cooling system. BELMONT COUNTY COMMISSIONERS  
 Scope of this proposal does not include repair of any non-functional controls hardware or sensors.  
 Any found deficiencies will be documented and communicated to owner.

**These prices is firm for 60 days**

Heath Wolfe  
 Limbach Controls Group  
 822 Cleveland Ave.  
 Columbus, Ohio 43201  
 614-607-8023 Office  
 614-554-2631 Cell

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION AUTHORIZING  
 AN APPLICATION WITH PREMIER BANK AND TRUST  
 TO ACQUIRE A CREDIT CARD TO BE USED SOLELY  
 FOR WORK-RELATED EXPENSES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the following Resolution:

**WHEREAS**, pursuant to Section 301.27 of the Ohio Revised Code, a board of county commissioners is statutorily permitted to secure a credit card from a vendor, with said card to be used for work-related expenses incurred by an elected public official (appointing authority); and

**WHEREAS**, the use of a credit card shall be used only to pay for those work-related expenses outlined in Section 301.27 (B) (1) (a-j) of the Ohio Revised Code; and

**WHEREAS**, the use of credit cards is limited to the amount appropriated and encumbered in a specific appropriation line item for the designated use or uses, not to exceed a combined use limit to be determined by the credit card vendor upon approval; and

**WHEREAS**, the Belmont County Board of Commissioners is desirous of securing such a card from Premier Bank and Trust, and;

**WHEREAS**, the County Auditor and County Treasurer have reviewed this procedure; and

**WHEREAS**, the Belmont County Board of Commissioners hereby authorizes an application by and between itself and Premier Bank and Trust for the acquisition of a credit card to be used for only those work-related expenses incurred by the Board.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO EMERGENCY MEDICAL  
 SERVICE CONTRACTS WITH VARIOUS PROVIDERS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into Emergency Medical Service Contracts, pursuant to ORC 307.05, with the following twenty-three providers for a one-year term beginning April 9, 2015. The following shall provide emergency medical services to the residents of Belmont County within their general jurisdiction and locale, and for services rendered shall be paid by the County the sum of \$6,500.00 each:

- Barnesville Fire & EMS
- Barton Volunteer Fire Department
- Beallsville Emergency Medical Service
- Belmont Volunteer Fire Department
- Bethesda Volunteer Fire Department
- Bridgeport Volunteer Fire Department
- Brookside Volunteer Fire Department
- Colerain Volunteer Fire Company
- Cumberland Trail Fire District
- The Flushing Volunteer Fire Department, Inc.
- Holloway Volunteer Fire Department
- Lafferty Volunteer Fire Department, Inc.
- Martins Ferry Fire & Emergency Squad
- Community Volunteer Fire Department-Maynard, Ohio
- The Neff Volunteer Fire Department
- OR&W Fire District (Shadyside and Mead Twps.)
- Powhatan Emergency Squad
- The Smith Township Volunteer Fire Company
- Somerton Volunteer Fire Company
- The Spirit of '76 Volunteer Fire Department
- Sunset Heights Volunteer Fire Department
- Wolfhurst Central Volunteer Fire Department
- Yorkville Volunteer Fire Department

**EMERGENCY MEDICAL SERVICES CONTRACT**

This contract is made and entered into this 9th day of April, 2015, by and between the Belmont County Board of Commissioners, hereinafter referred to as the County, and the (See above list), hereinafter referred to as the Provider, who is a county, township, municipal corporation, non-profit corporation, joint emergency medical services district or fire and ambulance district located within the State of Ohio.

WHEREAS, pursuant to ORC 307.05, the Board of County Commissioners may enter into a contract with one or more entities to furnish or obtain emergency medical services for the residents of Belmont County, Ohio;

NOW, THEREFORE, IT IS HEREIN AGREED by and between the parties as follows:

- 1) The Provider is an emergency medical service organization as defined in ORC 4765.01(H).
- 2) The Provider is not a public agency or non-profit corporation that receives more than half of its operating funds from governmental entities with the intention of directly competing with the operation of other ambulance service organizations, non-emergency patient transport services, or emergency medical service organizations in the county.
- 3) The Provider is an independent operator working and operating under its own direction and control and using its own facilities, equipment, and personnel, and is in no manner controlled by the County.
- 4) The Provider shall furnish emergency medical services to the residents of Belmont County within their general jurisdiction and locale.
- 5) The Provider shall receive a single payment of \$6,500.00 from the County for the provision of emergency medical services to the residents of Belmont County within its general jurisdiction during the contract period.
- 6) The Provider shall, throughout the duration of this contract, maintain coverage through the Ohio Bureau of Workers' Compensation and shall submit a current certificate of BWC coverage to the County upon the execution of this contract.
- 7) The Provider shall keep in effect, at its sole expense, automobile insurance and commercial general liability insurance for bodily injury and property damage arising out of this contract. The Provider shall carry liability limits not less than \$1,000,000 per occurrence and will name the County as an additional insured. The Provider shall submit proof of coverage to the County upon the execution of this contract.
- 8) The Provider shall indemnify and hold harmless the County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Provider, any person directly or indirectly employed by the Provider or any person for whose acts they may be liable. The Provider further agrees to defend the County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way connected with this contract.

This contract shall be in full force and effect from the date of signing for one year unless sooner terminated by the terms hereof.

**BELMONT COUNTY COMMISSIONERS (SEE ABOVE LIST OF ENTITIES)**

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

**APPROVED AS TO FORM:**

By David K. Liberati /s/ \_\_\_\_\_

Title Assistant Prosecutor \_\_\_\_\_

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION AUTHORIZING  
THE SALE OF REAL ESTATE LOCATED AT 428 36<sup>TH</sup>  
STREET, BELLAIRE, OHIO 43906, FORFEITED TO  
THE COUNTY BY ORDER OF THE COURT IN  
STATE OF OHIO VS. MCGHEE, CASE NO. 14-CR-127**

Motion made by Mrs. Favede, seconded by Mr. Coffland, to adopt the following resolution:

**RESOLUTION**

**A RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE LOCATED AT 428 36<sup>TH</sup> STREET, BELLAIRE, OHIO 43906, FORFEITED TO THE COUNTY BY ORDER OF THE COURT IN STATE OF OHIO VS. MCGHEE, CASE NO. 14-CR-127.**

WHEREAS, certain real estate previously owned by Alyssa Novella McGhee and located at 428 36<sup>th</sup> Street, Bellaire, OH 43906, was forfeited to Belmont County, Ohio, a political subdivision, by Order of Judge Frank A. Fregiato dated July 25, 2014 in Case No. 14-CR-127; and

WHEREAS, the Judgment Entry was filed with the Recorder, thus transferring the real estate to Belmont County, Ohio; and

WHEREAS, the Board of Belmont County Commissioners wish to sell said real estate, the same not being needed for any public

purposes. It is therefore RESOLVED:

- (1) That the following described property forfeited in criminal proceedings in Case No. 14-CR-127 be sold without appraisal to the highest bidder by David A. Jones, Auctioneer, after giving at least thirty (30) days' notice of the auction by publication in a newspaper of general circulation in the County.  
Situating in the Village of Bellaire, County of Belmont and State of Ohio and being more particularly described as follows:  
Known as and being the east part of Lots Eleven and Twelve (11 and 12) of Block Twenty-Two (22) of said village shown in Cabinet B, Slide 63, Plat Records of Belmont County, Ohio:  
Beginning for the same at the Northeast corner of said Lot Eleven (11); thence westwardly along Thirty-Sixth Street, forty-six (46) feet and two (2) inches to the west side of the storeroom on said lot; thence southwardly at right angles to Thirty-Sixth Street and along the west side of the storeroom forty-Six (46) feet; thence eastwardly parallel with Thirty-Sixth Street, four (4) feet; thence southwardly parallel with the alley hereinafter mentioned twenty (20) feet to the south side of said Lot Twelve (12); thence eastwardly along the south side of said Lot Twelve (12), Forty-Two (42) feet two (2) inches to any alley; thence along the west side of said alley Sixty-Six feet to the place of beginning.  
The address of the property is 428, 36<sup>th</sup> Street, Bellaire, Ohio 43906.  
Auditor's Permanent Parcel Number: 29-03070.000
- (2) That the cost of said auctioneer be paid first from the proceeds of sale and that thereafter, the following liens upon the subject premises be paid:  
Tax Ease Ohio, LLC, 14901 Quorum Drive, Suite 900, Dallas TX 75254  
Nancy Karvellis, c/o Daniel J. Frizzi, Jr., 224-32<sup>nd</sup> Street, P.O. Box 129, Bellaire, OH 43906.
- (3) That the Board reserves the right to reject any and all bids.
- (4) That the sale shall take place at a location designated by the Auctioneer.
- (5) That said Auctioneer shall report the results of the sale to this Board for further action.
- (6) That the Clerk of this Board shall file a copy of this Resolution with the Clerk of the Court of Common Pleas in Case No. 14-CR-127 in order provide notice to Judge Frank A. Fregiato of the action taken.

Adopted this 8<sup>th</sup> day of April, 2015.

Upon roll call the vote was as follows:

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

**DISCUSSION HELD – RE: SENIOR SERVICES AND BOND ANTICIPATION NOTES** - Commissioner Thomas explained a few of the motions made today. He stated the board was happy to enter into the Project Labor Agreement with the Upper Ohio Valley Building & Construction Trade Council for the new Senior Services Community Center, which will also include new offices and a kitchen. He noted the

excellent relationship with the Council over the years. A brief meeting was held on this project and it is moving forward very well. The goal is to between now and the middle of July to have everything in place, plans approved, with a bid opening in July. The board will be having a few public meetings for those who may want to attend to take a look at what the board is doing.

Regarding the financing issues acted on today, including the engagement letter with Dinsmore & Shohl of Columbus, OH, for Various Improvement and Refunding Bond Anticipation Notes, the \$8,319,000 is the total of the refunding and new money. The resolutions made thereafter break down those monies. Four separate deals are being combined into one note at a principal reduced amount, which will result in a lower interest rate. Mr. Coffland noted that on some of the bond issues we were paying 4.1% to 5% interest. The new rate will be less than 1% which is a great savings to the taxpayers.

**OPEN PUBLIC FORUM** – In reference to the fire contracts in the amount of \$6,500, Mike Bianconi stated he is a volunteer fireman. He asked the board to consider increasing this amount to \$12,000.00 for each fire department.

Richard Hord asked for a time table on the Mall Connector Road Project. Mr. Thomas advised the goal is to have it completed this year.

Mr. Coffland noted that Sheriff Lucas and the Cafaro Company met to discuss a substation at the Mall.

**9:30 Belmont Co. Department of Job & Family Services  
Re: Child Abuse Prevention Month Proclamation**

Present were BCDJFS Director Vince Gianangeli, Christine Parker and John LaRoche. Mr. Gianangeli noted the Children Services unit received 1,376 calls of alleged abuse and neglect in 2014. These calls resulted in 663 investigations involving over 1,100 children. “We currently have 46 children in custody. This represents an increase of 10 over last year, largely due to drug related cases of heroin, cocaine and methamphetamine. We have newborns that are testing positive for drugs, which is considered a form of physical abuse,” he said. He also noted the agency is responsible for the licensing of foster and adoptive homes. There are 33 licensed foster families, and 7 children were adopted in 2014. There are currently 13 families going through foster care training. Once completed, we will have 46 licensed foster homes. The agency partners with the Mental Health and Recovery Board, the Board of Development Disabilities, and Juvenile Court to provide funding for children in need of residential placement.

The Board of Commissioners thanked Mr. Gianangeli and his agency for their service. “The future of any community depends on its ability to foster the well-being and health of the next generation,” said Commissioner Favede. “Investing in the safety and well-being of the children of our community is an investment in this community’s future.” “Every day, 365 days a year, is child abuse prevention in Belmont County,” said Commissioner Thomas.

**IN THE MATTER OF ADOPTING THE PROCLAMATION  
DESIGNATING APRIL AS CHILD ABUSE PREVENTION MONTH**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation designating April as Child Abuse Prevention Month.

**PROCLAMATION  
HONORING  
CHILD ABUSE PREVENTION MONTH**

**WHEREAS**, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

**WHEREAS**, each child has the right to live and grow in a safe, secure, and supportive environment; and is entitled to be loved, cared for, nurtured, and to be free from verbal abuse, sexual abuse, emotional and physical abuse and neglect; and

**WHEREAS**, over 1,100 children were served in Belmont County in 2014 as a result of reports from concerned community members who play a positive role in supporting our young people and their families; 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 child abuse and neglect; and

**WHEREAS**, Belmont County recognizes each April as Child Abuse Prevention Month, and acknowledges that we must work together as a community to increase awareness about child abuse and continue to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment; and

**WHEREAS**, Pinwheels for Prevention is designed as a visual way to demonstrate the real fact that abuse is prevalent in every community and that we each need to do our part to assist in breaking the vicious cycle; and

**WHEREAS**, Belmont County residents celebrate children, this county’s GREATEST resource and the community leaders of tomorrow;

**NOW, THEREFORE, BE IT RESOLVED**, Belmont County Board of Commissioners does hereby designate APRIL 2015 as “CHILD ABUSE PREVENTION MONTH” throughout the County of Belmont.

Adopted this 8<sup>th</sup> day of April, 2015

**BELMONT COUNTY COMMISSIONERS**

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

Upon roll call the vote was as follows:

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

**9:45 Hearing-Road Improvement 1128**

Present: Engineer Fred Bennett, Engineer’s Drafting Technician Ruth Graham, Deputy Engineer Terry Lively, and Robert DeFrank of the Times Leader. The road view was on April 1, 2015 and was attended by Commissioner Matt Coffland, Mr. Bennett, Mr. Lively, Mrs. Graham, Richland Township Trustee Greg Bizarri and Mr. Kacsmar. Mrs. Graham reviewed maps. The subdivision was put on record, but a lot of roads were never built. The road being vacated is in a hilly area and does not affect any residents. No one has any issues with the vacation.

**IN THE MATTER OF THE VACATION OF  
A PORTION OF WOODLAND DRIVE  
IN McELWAIN PLACE, RICHLAND TOWNSHIP  
SEC. 33, T-7, R-4/RD IMP 1128**

**REPORT OF COUNTY ENGINEER  
OHIO REV. CODE, SEC. 5553.06**

Date: 4/8/2015

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated April 1, 2015, proceeded on April 8, 2015 to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should \_\_\_\_\_ be granted.

The width to which said improvement should be opened is \_\_\_\_\_ feet.

April 8, 2015

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner, accompany this report and are made apart hereof.

An accurate and detailed description of the proposed improvement describing therein the center line and right of way lines follow:  
"see attached plat"

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement be granted. to-wit:

Fred F. Bennett/s/  
County Engineer of Belmont County, Ohio

**IN THE MATTER OF THE VACATION OF  
A PORTION OF WOODLAND DRIVE IN  
McELWAIN PLACE, LOCATED IN RICHLAND TWP.  
SEC. 33, T-7, R-4/RD IMP 1128**

Office of County Commissioners  
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT  
ORDERING RECORD, ETC.**

***Rd. Imp. #1128***

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 8th day of April, 2015 in the office of the Commissioners with the following members present:

Mr. Coffland  
Mr. Thomas  
Mrs. Favede

Mrs. Favede moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

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

Adopted the 8th day of April, 2015

**10:00 Cathy Campbell, Executive Director, Tri-County Help Center**

**Re: Proclamation Declaring April Sexual Assault Awareness Month**

Director Cathy Campbell thanked the commissioners for recognizing the importance of community support.

**IN THE MATTER OF ADOPTING THE PROCLAMATION  
DECLARING APRIL "SEXUAL ASSAULT AWARENESS MONTH"**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation declaring April "Sexual Assault Awareness Month."

***PROCLAMATION***

***HONORING SEXUAL ASSAULT AWARENESS MONTH***

**WHEREAS**, every person has the right to live in a safe community without the threat of sexual violence; and

**WHEREAS**, the problem of sexual violence affects women, children and men of all racial, cultural and economic backgrounds; and

**WHEREAS**, sexual violence is widespread and harmful to our community with one in four women and one in 71 men becoming a victim of rape at some point in their lives; and

**WHEREAS**, sexual assault is an ongoing problem in our county, where in the year 2014 *Tri-County Help Center, Inc.* provided direct services to 65 survivors of sexual abuse in our tri-county area; and

**WHEREAS**, child sexual abuse prevention must be made a priority to confront the reality that one in six boys and one in four girls will experience a form of sexual violence before the age of 18; and

**WHEREAS**, in addition to the immediate physical and emotional costs, sexual assault may also result in post-traumatic stress disorder, substance abuse, depression, homelessness, eating disorders, and suicide; and

**WHEREAS**, sexual assault is not only devastating to the survivor, but also for the family and friends of the survivor; and

**WHEREAS**, no one person, organization, agency or community can eliminate sexual violence, but together we can work to educate our entire population about what can be done to prevent sexual assault, support survivors and their families, and increase support for agencies providing services to victims of these heinous crimes; and

**FURTHER**, the Belmont County Board of Commissioners reaffirms the commitment of the County of Belmont, State of Ohio that every person has the right to live in a non-violent community. Sexual Assault Awareness Month provides an excellent opportunity for citizens of Belmont County to learn more about preventing sexual violence and to become familiar with resources and programs Tri-County Help Center, Inc. has available.

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

Adopted this 8<sup>th</sup> day of April, 2015.

**BELMONT COUNTY COMMISSIONERS**

Ginny Favede /s/



Mark A. Thomas /s/

Matt Coffland /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:20 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Gary Armitage, Executive Director and Tina Burkhart, Program Administrator, Senior Services of Belmont County, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment and compensation and discipline of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:44 A.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, THE FOLLOWING ACTION WAS TAKEN:**

**IN THE MATTER OF AUTHORIZING THE EXECUTIVE  
DIRECTOR OF SENIOR SERVICES TO OFFER EMPLOYMENT  
FOR THE POSITION OF SENIOR CENTERS AND HOME  
HEALTH SERVICES PROGRAM ADMINISTRATOR**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Executive Director of Senior Services of Belmont County to offer employment to an applicant for the position of Senior Centers and Home Health Services Program Administrator.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE EXECUTIVE  
DIRECTOR OF SENIOR SERVICES TO PROCEED WITH  
PROGRESSIVE DISCIPLINE OF A DEPARTMENT EMPLOYEE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Gary Armitage, Executive Director of Senior Services of Belmont County, to proceed with progressive discipline of a department employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:45 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Angela Hatfield, Director of Belmont County Animal Shelter, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 11:01 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:**

**IN THE MATTER OF APPROVING REIMBURSEMENT TO  
JOE COE, BELMONT CO. ANIMAL SHELTER EMPLOYEE  
FOR CARRYING AFTER HOURS PAGER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the reimbursement in the amount of \$300.84 to Joe Coe, Belmont County Animal Shelter employee, for carrying after hours pager.

Upon roll call the vote was as follows:

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

**THE MATTER OF ACCEPTING THE RESIGNATION  
OF ALEXIS MORELAND, BELMONT COUNTY  
ANIMAL SHELTER EMPLOYEE**

April 8, 2015

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the resignation of Alexis Moreland, Belmont County Animal Shelter employee, effective April 10, 2015.

Upon roll call the vote was as follows:

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

**RECONVENED MONDAY APRIL 13, 2015. PRESENT: COMMISSIONERS COFFLAND AND THOMAS.  
ABSENT: COMMISSIONER FAVEDE  
NO FURTHER BUSINESS.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING**

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

Upon roll call the vote was as follows:

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

Read, approved and signed this 15th day of April, 2015.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ COUNTY COMMISSIONERS

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

April 8, 2015

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK