

St. Clairsville, Ohio

June 4, 2008

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Gordie W. Longshaw, Charles R. Probst, Jr. and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board. Minutes of the meeting of May 28, 2008, were read, approved and signed.

**MEETINGS ARE NOW BEING RECORDED**  
**ALL DISCUSSIONS ARE SUMMARIZED, FOR COMPLETE PROCEEDINGS**  
**PLEASE SEE CORRESPONDING TAPE 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 Mr. Thomas, seconded by Mr. Longshaw, 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.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Damon Industries, Inc.	Dec. Chem. Treatment-Jail/General Fund	70.00
A-Dell Marketing, Inc.	Supplies-GIS Projects/General Fund	220.99
A-Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Richard L. Gross	Investigator Fees-Probate Court/General Fund	400.00
A-United States Post Office	Postage-Northern Div. Ct./General Fund	6,000.00
C-Richard L. Gross	Mileage-Probate Court/Indigent Guardianship Fund	54.45
H-Clemans Nelson & Associates	Professional Services/County Home Fund	2,000.28
J-Thomas A. Schirack, A.S.A.	Contract Services/Real Estate Assessment Fund	11,700.00
K-Ohio-WV Excavating	Bridge Replacement Proj./Engineer MVGT Fund	22,239.36
M-Gabriel Brothers	Clothing/Placement II-Juvenile Court Fund	297.68
M-Kroll Laboratory	Testing/Intake Coordinator-Juvenile Court Fund	25.00
N-Colaianni Construction, Inc.	Jail Construction/Jail Expansion Grant Fund	312,350.00
N-Huntington National Bank	Interest/Force Main/Infrastructure Fund	62,078.28
N-Huntington National Bank	Interest/Waterline/WWS#3 2000 Water Line Ext Constr Fund	12,417.81
N-Huntington National Bank	Principal/Force Main/SSD#2 Force Main Ext. Constr Fund	1,500,000.00
N-Huntington National Bank	Principal/Waterline/WWS#3 2000 Water line Ext. Constr Fund	300,000.00
N-S.A. Comunale Co., Inc.	Contract Services/Jail Construction Fund	920.00
N-W.G. Tomko, Inc.	Contract Services/Jail Construction Fund	3,090.28
P-Jeff & Dorothy Vannest	OE Oper/BCSSD Fund	50.00
P-Ohio Water Dev. Authority	OE Trans Out/BCSSD Funds	2,764.18
P-Yorkville Board of Trustees of Public Affairs	Sewage Disposal/BCSSD Funds	513.29
S-Donna Cottage	Mileage & Meals/Northern Ct. Gen. Special Projects Fund	253.64
S-Maximus	Travel Expenses/Northern Div. Ct. Computer Fund	153.20
W-Delinquent Collectors of Ohio, Inc.	Contract Services/DRETAC Treasurer's Office Fund	2,749.32
W-Print 'n Copy	Supplies/Prosecutor Victim Assistance Fund	58.00

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the Recapitulation of Vouchers dated for June 4, 2008 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$21,166.08; \$2,586.62; \$855.80; \$8,036.81; \$1,841.23
GENERAL/ATTORNEY FEES	\$5,043.22
GENERAL/AUDITOR	\$1,576.58
GENERAL/EMA	\$1,329.09
GENERAL/SHERIFF	\$4,927.54; \$2,431.45
GENERAL/911	\$837.81
B-Dog and Kennel	\$1,242.54
E-911	\$2,196.77
H-County Home, Park Health	\$30,088.32; \$2,858.63
H-Job & Family, Public Assistance	\$3,208.87; \$2,505.75; \$75,044.21; \$775.76; \$1,308.00; \$1,574.90
H-Job & Family, WIA	\$96,191.01
K-Engineer MVGT	\$13,341.04; \$317.17; \$2,372.25
M-Juvenile Court-Title IV-E Reimb	\$135.41
P-Oakview Admn Bldg.	\$1,840.09
P-Sanitary Sewer District	\$830.32; \$272.25; \$5,441.69; \$51,238.21
S-Job & Family, Children Services	\$24,410.36
S-Oakview Juvenile Residential Center	\$3,944.26
S-Port Authority	\$1,453.29
S-Sheriff Commissary	\$1,671.99

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN**  
**THE BELMONT COUNTY GENERAL FUND**

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following transfer of funds within the Belmont County General Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A28.000 Other Expenses	E-0055-A004-B05.000 Repairs	\$43,500.00
E-0051-A001-A28.000 Other Expenses	E-0055-A004-B18.000 Other Exp.(fuel)	\$10,000.00

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/  
BELMONT COUNTY PROBATE COURT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfers between funds from the Mediation Fund/Probate Court to the General Fund and the Y91 Employer's Share Holding Account.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>MEDIATION FUND/PROBATE COURT</b>	<b>GENERAL FUND</b>	
E-1654-C055-C02.000 Other Expenses	R-0040-A000-A47.574 Transfers In	1,612.67
<b>MEDIATION FUND/PROBATE COURT</b>	<b>Y91 EMPLOYER'S SHARE HOLDING ACCT.</b>	
E-1654-C055-C02.000 Other Expenses	R-98910Y091-Y02.500 Medicare Tax	20.51

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER WITHIN FUND FOR  
THE BCDJFS WORKFORCE DEVELOPMENT FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfer within fund for the BCDJFS Workforce Development Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2600-H005-H04.000 Dislocated Worker	E-2600-H005-H05.000 Administration	50,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF TRANSFER WITHIN FUND  
FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfer within fund for the Belmont County Sanitary Sewer District.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>WWS#2</b>	<b>WWS#2</b>	
E-3701-P003-P25.000 Purchased Water	E-3701-P003-P19.012 Equipment	\$ 20,296.88

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/  
BELMONT COUNTY JUVENILE COURT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfers between funds from the Juvenile Court General Special Projects to the General Fund and the Y91 Employer's Share Holding Account.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>JUVENILE CT -GEN. SPECIAL PROJECTS</b>	<b>GENERAL FUND</b>	
E-1589-S096-S12.000 Other Expenses	R-0040-A000-A47.574 Transfers In	1,075.11
<b>JUVENILE CT -GEN. SPECIAL PROJECTS</b>	<b>Y91 EMPLOYER'S SHARE HOLDING ACCT.</b>	
E-1589-S096-S12.000 Other Expenses	R-98910Y091-Y02.500 Medicare Tax	13.68

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER OF FUNDS  
FOR THE WAIVED HOSPITALIZATION CHARGEBACKS FOR  
THE MONTHS OF MARCH, APRIL AND MAY 2008**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following transfer of funds for Waived Hospitalization for the months of March, April and May 2008.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y03.500	562.50
E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y03.500	0.00
E-2150-H030-H11.000 COUNTY HOME	R-9891-Y091-Y03.500	1,750.00
E-1600-B000-B13.006 DOG & KENNEL	R-9891-Y091-Y03.500	0.00
E-3701-P003-P31.000 WATER & SEWER WWS#2	R-9891-Y091-Y03.500	79.37
E-3702-P005-P31.000 WATER & SEWER WWS#3	R-9891-Y091-Y03.500	157.74
E-3704-P051-P15.00 WATER & SEWER SSD#1	R-9891-Y091-Y03.500	6.61
E-3705-P053-P15.000 WATER & SEWER SSD #2	R-9891-Y091-Y03.500	4.72
E-3706-P055-P15.000 WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	1.13
E-3707-P056-P15.000 WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	0.43
E-8010-S030-S68.006 OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	750.00
E-0910-S033-S47.006 DISTRICT DETENTION	R-9891-Y091-Y03.500	375.00
E-0400-M060-M29.008 JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	187.50
E-0400-M067-M05.008 JUVENILE (Alternative School)	R-9890-Y091-Y03.500	187.50
E-0400-M078-M02.008 JUVENILE (Title IV-E Reimb)	R-9890-Y091-Y03.500	0.00
E-4110-T075-T52.008 WIC FRINGES 2006	R-9891-Y091-Y03.500	375.00
E-2510-H000-H16.006 PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	5,500.00
E-2760-H010-H12.006 PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,250.00
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y03.500	562.50
E-2812-K000-K20.006 MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	562.50
E-2410-S066.S80.000 DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,437.50
E-1550-S082-S14.006 WESTERN COURT/ HOSP.	R-9891-Y091-Y03.500	0.00
E-1520-S077-S04.006 CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000 SOIL AND WATER	R-9891-Y091-Y03.500	0.00
E-1210-S078-S14.006 RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00

E-1511-W080-P07.006	VICTIM ASSISTANCE	R-9891-Y091-Y03.500	0.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	187.50
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	187.50
		<b>TOTAL</b>	<b>15,125.00</b>

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE B000 BELMONT COUNTY DOG AND KENNEL FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date January 2, 2008.

<b>E-1611-B000-B01.002</b>	<b>Auditor's Clerk Hire &amp; Supply</b>	<b>\$ 4,000.00</b>
<b>E-1600-B000-B02.002</b>	<b>Salaries-Employees</b>	<b>\$ 33,000.00</b>
<b>E-1600-B000-B03.010</b>	<b>Supplies</b>	<b>\$ 6,000.00</b>
<b>E-1600-B000-B07.000</b>	<b>Veterinary Services</b>	<b>\$ 25,000.00</b>
<b>E-1600-B000-B08.003</b>	<b>PERS</b>	<b>\$ 6,700.00</b>
<b>E-1600-B000-B10.005</b>	<b>Medicare</b>	<b>\$ 1,000.00</b>
<b>E-1600-B000-B13.006</b>	<b>Hospitalization</b>	<b>\$ 10,000.00</b>
<b>E-1600-B000-B11.000</b>	<b>Other Expenses</b>	<b>\$ 12,000.00</b>
<b>TOTAL:</b>		<b>\$ 97,700.00</b>

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to execute payment of Then and Now Certification dated June 4, 2008 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:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**OPEN PUBLIC FORUM** – Richard Hord questioned funding for the Port Authority as TANF funding will cease on June 30, 2008. Commissioner Thomas said the board budgeted \$100,000 for both the Port Authority and the Department of Development and that commissioners will continue to fund both. Mr. Hord requested an update on the old jail and sheriff's residence. Commissioner Thomas responded that a revised Request For Proposals was sent last week to ODOT, who is overseeing this project. They were also provided with a project narrative. Mr. Thomas advised before the board can go to the next step, they have to release to the public a Request For Qualifications for firms who could provide architectural and engineering services and also have a historical background. The estimated Phase I construction costs are \$825,561.00 of which \$700,000.00 is a grant and \$125,000.00 is the matching money from the county. Mr. Ed Jagucki asked if a decision was made on the use of the old jail building. Mr. Thomas advised the concept proposed by CMG Architects 18 months ago remains the same, and cannot be changed or the county would have to start all over with ODOT. The main goals of the project are: (1) To create a Belmont Co. Tourism Council Office, and National Road Welcome Center to promote tourism throughout the county. Commissioner Thomas explained it was a Transportation Enhancement Grant that was given to the county and one of the purposes of those grants is to promote tourism. (2) To rehabilitate the historic structures making them accessible to the public. (3) To preserve and enhance the structures, especially the third floor of the old jail which is in its original condition.

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: May 21, 2008.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF ADOPTING RESOLUTION  
IN HONOR OF BARNESVILLE'S BICENTENNIAL 1808-2008**

Motion made by Mr. Thomas, seconded by Mr. Probst to adopt the following resolution in honor of Barnesville's Bicentennial 1808-2008:

**RESOLUTION HONORING**

**“BARNESVILLE BICENTENNIAL 1808-2008”**

**WHEREAS**, The Village of Barnesville is celebrating its 200<sup>th</sup> Birthday with Bicentennial celebrations being planned throughout the Village during 2008, and;

**WHEREAS**, The Board of Commissioners is proud to honor this hardworking farming community that formed in 1808 in Warren Township, Belmont County, Ohio, and;

**WHEREAS**, through the determined leadership of many individuals, this village has flourished and grown to reflect, “*Where History Meets Progress*”, and;

**WHEREAS**, the Village residents and their leaders have worked as a team to honor the Village's past history while remaining progressive in its future thoughts and growth, and;

**WHEREAS**, The Village of Barnesville is a vital part of Belmont County's history and its future.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Belmont County Commissioners does hereby honor the Village of Barnesville on its Bicentennial, marking this historical event in dedication of present and past community members and recognizing their efforts in establishing a farming community with a rich past, a progressive present and a promising future.

Adopted this 4th day of June, 2008.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF ENTERING INTO CONTRACT WITH  
McCONNELL CONTRACTING, INC./ENGINEER PROJECT 08-5  
SLIP REPAIR-CLOVER RIDGE ROAD**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into contract with McConnell Contracting, Inc., on behalf of the Belmont County Engineer, in the amount of \$69,124.00 for Project 08-5 Slip Repair-Clover Ridge Road, based upon the recommendation of Fred Bennett, County Engineer.

*\*Note: This project is funded by FEMA, OEMA and MVGT.*

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS  
PROJECT 08-5 SLIP REPAIR  
CLOVER RIDGE ROAD**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 29th day of May, 2008 between **MC CONNELL CONTRACTING, INC.**, 52713 County Road 16, West Lafayette, Ohio 43845 and Charles Probst, Jr., Mark Thomas and Gordie Longshaw, Commissioners of Belmont County, WITNESSETH that said **MC CONNELL CONTRACTING INC.** hereby agrees to furnish all service, labor, material and equipment and do all work requisite necessary to repair roadway slip area along County Highway 5 (Clover Ridge Road) and other related work in accordance with plans and specifications.

Methods of Construction, Composition and Preparation of Materials shall conform to the latest applicable Sections of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

APPROX. QUAN.	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
333 CY	UNCLASSIFIED EXCAVATION INCLUDING ROCK AND/OR SHALE	\$6.00	\$1,998.00
1040 LF	STEEL PILES HP 10 X 42 FURNISHED AND DRIVEN	\$41.00	\$42,640.00
624 SQ FT	TREATED WOOD CRIBBING	\$8.00	\$4,992.00
299 CY	GRANULAR BACKFILL	\$37.00	\$11,063.00
27 CY	ASPHALT CONCRETE BASE COURSE	\$242.00	\$6,534.00
7 CY	ASPHALT CONCRETE LEVELING & SURFACE COURSE	\$271.00	\$1,897.00
	TOTAL		\$69,124.00

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **MC CONNELL CONTRACTING, INC.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS  
Charles R. Probst, Jr. /s/  
Gordie W. Longshaw /s/

MC CONNELL CONTRACTING, INC.  
BY: Travis J. McConnell, V.P. /s/

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF APPROVING APPLICATION FOR  
USE OF MUNICIPAL STREET FUNDS/VILLAGE OF BELMONT**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the Village of Belmont's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$32,745.00, based upon the recommendation of Belmont County Engineer, Fred Bennett, for proposed improvements to the following:

Brown Street and Abbey Street

*The estimated cost will be \$32,745.00, all of which is from the vehicle license tax fund.*

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF ENTERING INTO RENEWAL AGREEMENTS  
WITH BARNESVILLE TIRE/SMITH'S SUNOCO/AND BELMONT  
CARSON PETROLEUM ON BEHALF OF BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into renewal agreements with the following vendors, on behalf of Belmont County Department of Job & Family Services, in the maximum amount of \$15,000.000 for providing gasoline to Title XIX eligible individuals who have medical appointments out of the local area, effective July 1, 2008 through June 30, 2009:

- Barnesville Tire
- Smith's Sunoco
- Belmont Carson Petroleum

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
VENDOR AGREEMENT**

This agreement to provide gasoline is made and entered into this 8<sup>th</sup> day of May, 2008 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Barnesville Tire, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2008 through June 30, 2009 inclusive, unless otherwise terminated.

**GENERAL REGULATIONS**

- Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- The Provider understands that this written agreement supersedes all oral agreements.
- The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.

- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

**PAYMENT PROCEDURES**

- The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for \_\_\_\_\_ Units services Transportation.  
Service Code \_\_\_\_\_
- The maximum amount billable under this agreement is \$ 15,000.00.
- The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 12th day of May, 2008.

Signature Dwayne Pielech /s/

Signature Debra Y. Sellers /s/

Dept. of Job and Family Services

Provider Signature

Belmont County Department of Job and Family Services

Division of Social Services

310 Fox-Shannon Place

St. Clairsville, Ohio 43950

(740) 695-1074

Date 6-2-08

Date 5-12-08

Signature Mark A. Thomas /s/

Date 6/4/08

Signature Charles R. Probst, Jr. /s/

Date 6/4/08

Signature Gordie W. Longshaw /s/

Date 6/4/08

Belmont County Commissioners

Approved as to form Chris Berhalter /s/

Date 5-29-08

Prosecutor

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**VENDOR AGREEMENT**

This agreement to provide gasoline is made and entered into this 24th day of April, 2008 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Smith's Sunoco, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2008 through June 30, 2009 inclusive, unless otherwise terminated.

**GENERAL REGULATIONS**

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

**PAYMENT PROCEDURES**

- The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.  
The maximum amount billable under this agreement is \$ 15,000.00.

- The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 21st day of May, 2008.

Signature Dwayne Pielech /s/  
Dept. of Job and Family Services

Signature Bryan Smith /s/  
Provider Signature

Belmont County Department of Job and Family Services  
Division of Social Services  
310 Fox-Shannon Place  
St. Clairsville, Ohio 43950  
(740) 695-1074

Date 6-2-08

Date 5-21-08

Signature Mark A. Thomas /s/

Date 6/4/08

Signature Charles R. Probst, Jr. /s/

Date 6/4/08

Signature Gordie W. Longshaw /s/

Date 6/4/08

Belmont County Commissioner

Approved as to form Chris Berhalter /s/  
Prosecutor

Date 5-29-08

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
VENDOR AGREEMENT**

This agreement to provide gasoline is made and entered into this 8<sup>th</sup> day of May, 2008 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Belmont Carson Petroleum, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2008 through June 30, 2009 inclusive, unless otherwise terminated.

**GENERAL REGULATIONS**

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

**PAYMENT PROCEDURES**

- The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- The maximum amount billable under this agreement is \$ 15,000.00.
- The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 13th day of May, 2008.

Signature Dwayne Pielech /s/  
Dept. of Job and Family Services

Signature J. (?) /s/  
Provider Signature

Belmont County Department of Job and Family Services  
Division of Social Services  
310 Fox-Shannon Place  
St. Clairsville, Ohio 43950  
(740) 695-1074

Date 6-2-08

Date May 13, 2008

Signature Mark A. Thomas /s/ Date 6/4/08  
 Signature Charles R. Probst, Jr., /s/ Date 6/4/08  
 Signature Gordie W. Longshaw /s/ Date 6/4/08  
 Belmont County Commissioners  
 Approved as to form Chris Berhalter /s/ Date 5-29-08  
 Prosecutor

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF ENTERING INTO A RENEWAL OF THE  
 VENDOR AGREEMENT WITH NEFFS FIRE DEPARTMENT ON BEHALF OF BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into a renewal of the Vendor Agreement with Neffs Fire Department, on behalf of Belmont County Department of Job & Family Services, in the maximum amount of \$20,000.00 for transportation of Medicaid recipients (Title XIX services) to various medical facilities, effective July 1, 2008 through June 30, 2009.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
 VENDOR AGREEMENT**

This agreement to provide transportation is made and entered into this 8th day of May, 2008 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Neffs Fire Department, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2008 through June 30, 2009 inclusive, unless otherwise terminated.

**GENERAL REGULATIONS**

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Belmont County Department of Job and Family Services in the manner required by state regulations.

**PAYMENT PROCEDURES**

- The Department of Job and Family Services agrees to pay the Provider \$ 2.00 per mile and \$10.00 per hour wait time that the driver needs to wait for a client. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip.
- The maximum amount billable under this agreement is \$ 20,000.00.
- The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the month. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 21st day of May, 2008.

Signature Dwayne Pielech /s/ Signature John (?) /s/  
 Dept. of Job and Family Services Provider Signature

Belmont County Department of Job and Family Services  
 Division of Social Services  
 310 Fox-Shannon Place  
 St. Clairsville, Ohio 43950  
 (740) 695-1074

Date 6-2-08 Date 5-21-08  
 Signature Mark A. Thomas /s/ Date 6/4/08  
 Signature Charles R. Probst, Jr. /s/ Date 6/4/08  
 Signature Gordie W. Longshaw /s/ Date 6/4/08  
 Belmont County Commissioners  
 Approved as to form Chris Berhalter /s/ Date 5-29-08

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF APPROVING AND SIGNING CHANGE**

**ORDERS FOR THE BELMONT CO. JAIL ADDTION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve and sign the following Change Orders for the Belmont County Jail Addition Project, at no cost to the owner and no liquidated damages to the contractor, based upon the recommendation of Wachtel & McAnally Architects/Planners, Inc. and Marshall Piccin, Project Manager:

<b>Change Order #</b>	<b>Contractor</b>	<b>Purpose</b>
FP-1 (Fire Protection)	S.A.Comunale Company, Inc.	44 day project time extension
P-2 (Plumbing)	W.G. Tomko, Inc.	44 day project time extension

Substantial Completion date is therefore June 6, 2008.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF BID OPENING FOR ENGINEER'S PROJECT 08-6 APPLYING LIQUID BITUMINOUS MATERIAL FOR DUST CONTROL ON VARIOUS COUNTY HIGHWAYS**

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Engineer's Project 08-6 "Applying Liquid Bituminous Material for dust control on various County Highways" they proceeded to open the following bids: (Engineer's Estimate: \$282,108.00)

<b>NAME</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>
<b>Lash Paving, Inc.</b> PO Box 296 Colerain, OH 43916	X	\$ 362,712.00

Present for the bid opening were Engineer Fred Bennett, Deputy Engineer Michael Wahl, David Lash of Lash Paving and Katie Matz of The Times Leader.

Motion made by Mr. Probst, seconded by Mr. Thomas to turn over all bids received for the Belmont County Engineer's Project 08-6 "Applying Liquid Bituminous Material for dust control on various County Highways" to Fred Bennett, County Engineer, for review and recommendation.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Longshaw	Yes

*\*Note: A brief discussion was held concerning how increased fuel prices will impact county government and services in the future.*

**IN THE MATTER OF ENTERING INTO RENTAL AGREEMENTS WITH TED TAMASOVICH OF tmms (TAMASOVICH MAILING MACHINE SERVICE FOR POSTAGE MACHINES FOR NORTHERN DIVISION COURT AND EASTERN DIVISION COURT**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into Rental Agreements with Ted Tamasovich of tmms (Tamasovich Mailing Machine Service), for Francotyp-Postalia postage machines for the Belmont County Northern Division Court and Belmont County Eastern Division Court in the amount of \$45.95 per month each for a term of 60 months, effective upon installation date of equipment.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF APPROVING THE ANNUAL SERVICE CONTRACT WITH tmms (TAMASOVICH MAILING MACHINE SERVICE) FOR THE COURTHOUSE MAIL POSTAGE MACHINE**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the annual service contract renewal No. 1018 with tmms (Tamasovich Mailing Machine Service) in the amount of \$1200.00 for the courthouse mail postage machine, effective 7/1/08 through 7/1/09.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF ENTERING INTO RENEWAL OF THE ANNUAL AGREEMENT WITH THE WELLNESS ALLIANCE FOR THE EMPLOYEE ASSISTANCE SERVICES PROGRAM**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into renewal of the annual agreement with the Wellness Alliance for the Employee Assistance Services program, effective June 1, 2008 through May 31, 2009:.

**AGREEMENT**

**Employee Assistance Services**

This agreement is made and entered into this 15<sup>th</sup> day of May, 2008, by and between Wellness Alliance, St. Clairsville, OH and the Belmont County Commissioners.

Wellness Alliance will provide employee assistance services as outlined in the attached proposal. The fees for counseling sessions (up to three sessions per eligible participant) will be billed quarterly at \$ 90.00 per hour. If the County selects Prevention Sessions (employee training), the sessions will be billed at \$ 100.00 per hour.

This contract will stay in full force for one year from June 1, 2008 through May 31, 2008.

Other terms specific to the County will be negotiated and this agreement may be amended any time by an agreement in writing executed with the same formality as this agreement. Either party may terminate this contract with a 30 day written notice.

<u>Donald R. Dague /s/</u>	<u>5-20-08</u>
Wellness Alliance Representative	Date
<u>Mark A. Thomas /s/</u>	<u>6/4/08</u>
<u>Charles R. Probst, Jr. /s/</u>	Date
<u>Gordie W. Longshaw /s/</u>	

Belmont County Commissioner Representative

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

**11:15 Presentation by Jeanette Wojcik, Executive Director**

**Re: Faith in Action Caregivers, Inc.**

Jeanette Wojcik came before the board to explain the services provided by Faith in Action Caregivers. Faith in Action is a nationwide network of interfaith volunteer caregiving programs. These programs bring together volunteers of many faiths to help people who have long-term health conditions to enhance their quality of life by providing assistance with daily activities. Volunteers may provide shopping for groceries, escorted rides to medical appointments and other places, light housework, errands, telephone reassurance calls, friendly visits, and respite for family caregivers. With this assistance the elderly, chronically ill or disabled can remain independent. They serve Belmont County, Ohio and Ohio and Marshall Counties in West Virginia. Services are provided seven days a week. Commissioner Thomas noted this agency would be a good alternative for those who don't qualify for services from Belmont Senior Services. Commissioner Longshaw said they are the "best kept secret in town." Commissioner Probst agreed they are a great organization and can help those that "fall through the cracks."

**11:40 Allen Porter, Belmont County Jail Administrator and Stephen Kidney, Global Tel Link Corporation**

**Re: Check presentation-Inmate Telephone Service Agreement**

Jail Administrator Allen Porter and Stephen Kidney of Global Tel Link Corporation presented commission checks totaling of \$32,584.57 to the Board from Global\*Tel Link Corporation. Mr. Porter explained this represents revenue collected from inmate use of telephones. Both men were thanked by Commissioners for this rebate.

**11:45 Sheriff Fred Thompson and Jail Administrator Allen Porter**

**Re: Update on new jail**

Sheriff Fred Thompson and Jail Administrator Allen Porter were asked to give an update on the current jail expansion project and what the need will be regarding an increase in staff. The Sheriff advised the contractors will be substantially finished June 9, 2008. He said before the new portion of the jail can be opened, inspections will need to be performed and trainings need to take place. He said the original feasibility study was done with the recommendation of one additional jailer per shift, with four shifts to be covered, totaling four additional people needed. The Sheriff noted that if they have special needs inmates he is not sure one extra person would be appropriate. Allen Porter stated the extra beds need to be rented to other departments and Belmont County would have to be willing to accept the special needs inmates to generate money. Mr. Porter said he hasn't contracted with other counties yet as he felt it premature since the jail addition is not open and has not been licensed and approved by the Bureau of Adult Detention. Commissioner Longshaw asked if they have made contact with any federal facilities. The Sheriff stated he talked with West Virginia U.S. Marshals two years ago and they may be interested, but have not made a commitment. Commissioner Thomas said they should be making arrangements and contacts now to house prisoners from other counties prior to opening. The Sheriff has spoken with Harrison County, whose jail has been closed, and they are to meet in the next two weeks.

Commissioner Thomas questioned the expected costs per day per inmate. He offered the board's help to work with the Sheriff to establish whatever they would need to get to where the jail would generate money. He said the county will save on outside housing of prisoners. Commissioner Thomas stated the need for a meeting to be held after the jail opens regarding the 2009 budget which will be significantly different than previous budgets.

Commissioner Probst asked if four new employees would be needed right away as the new portion opens. Mr. Porter stated a minimum of four employees will be needed and advised there are state minimum staffing requirements regardless of how many inmates. Discussion continued on staffing needs and costs. Commissioner Thomas said the board needs to insure it looks at the cost of staffing versus revenue generated by housing outside inmates. He said it's not too soon to contact other departments to avoid spending anymore on outside housing. Commissioner Longshaw said a number is needed for the approximate cost per deputy.

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:12 A.M.**

Motion made by Mr. Longshaw, seconded by Mr. Thomas to adjourn the meeting at 10:12 a.m.

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

Read, approved and signed this 11th day of June, 2008.

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK