

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-AT&T	Monthly Services-Public Defender/General Fund	154.28
A-Lisa West	Reimb. Postage-Public Defender/General Fund	17.95
S-Carolann Shutek	Court Reporter-Common Pleas/General Special Project	350.00
S-Comcast	Internet-Clerk of Courts/Certificate of Title Admn. Fund	78.18
S-Crossroads Counseling	Treatment Services-Common Pleas Ct./Smart Ohio Pilot Grant	6,890.20
S-Digital Data	Computers & Email Accounts-Common Pleas/Computer Fund	1,772.84

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 May 6, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$153,440.33
A-GENERAL/AUDITOR	\$43,529.40
A- GENERAL/COMMON PLEAS COURT	\$2,381.84
A-GENERAL/Common Pleas-Adult Probation	\$377.41
A-GENERAL/EMA	\$1,555.83
A-GENERAL/ENGINEER	\$68.00
A-GENERAL/PROBATE	\$173.79
A-GENERAL/RECORDER	\$458.75; \$6,532.08
A-GENERAL/TREASURER	\$493.00
A-GENERAL/SHERIFF	\$3,704.00
A-GENERAL/911	\$9,620.76
B-Dog & Kennel Fund	\$51.68
D-Road & Bridges Fund	\$17,458.90
E-911 Wireless	\$1,231.06
H-Job & Family, CSEA	\$249.94; \$1,849.23; \$604.50; \$9,380.13; \$1,087.50
H-Job & Family, Public Assistance	\$804.30; \$20,195.25; \$66,933.25
H-Job & Family, WIA	\$56,505.06
J-Real Estate Assessment	\$39,748.68
K-Engineer MVGT	\$16,895.31
M-Juvenile Ct.-Placement I	\$5,320.00
M-Juvenile Ct. – Title IV-E Reimb.	\$209.24
N-Capital Projects-Facilities	\$49,656.56
P-Oakview Admin. Building	\$2,717.45
P-Sanitary Sewer District	\$1,248.76; \$13,250.44; \$587.37; \$4,695.86; \$78.12; \$29.17
S-Common Pleas Court General Special Projects	\$608.86
S-District Detention Home	\$8,944.48
S-Eastern Court General Special Projects	\$3,720.92
S-Job & Family, Children Services	\$27,957.30; \$26,249.00; \$3,828.93
S-Juvenile Court Computer Fund	\$122.90
S-Northern Court General Special Projects	\$3,576.93
S-Oakview Juvenile Residential Center	\$1,723.84
S-Port Authority	\$218.12
S-Senior Services	\$32,182.36
S-Sheriff Commissary	\$2,075.55
S-Western Division Ct. Computer Fund	\$6,996.50
S-Western Ct. General Special Projects	\$234.78
U-Sheriff Reserve Account	\$473.81
W-CEBCO Wellness Grant	\$2,436.67
W-Law Library Resources Fund	\$3,449.16

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A24.000 Infrastructure/ORC .026	E-0257-A015-A15.074 Transfers Out	\$500,000.00
E-0257-A015-A14.000 Attorney Fees	E-0257-A015-A15.074 Transfers Out	\$350,000.00
<i>To be transferred to N83 Fairgrounds Sewer Project Fund</i>		
E-0257-A017-A00.000 Contingencies	E-0051-A001-A20.012 Equipment	\$ 47,806.00

New Truck for EMA

H10 CHILD SUPPORT ENFORCEMENT ADMIN FUND/BCDJFS

FROM	TO	AMOUNT
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E-2760-H010-H15.000 Other	E-2760-H010-H02.000 Travel	\$5,000.00
<u>J00 REAL ESTATE ASSESSMENT FUND/AUDITORS</u>		
FROM	TO	AMOUNT
E-1310-J000-J05.004 Workers Comp	E-1310-J000-J15.074 Estate Tax Settlement	\$554.93
<u>K00 MVGT-ENGINEERS FUND</u>		
FROM	TO	AMOUNT
E-2813-K000-K37.000 Other Expenses	E-2813-K000-K40.074 Transfers Out	\$155,357.50
<u>S17 CHILDREN SERVICES FUND/BCDJFS</u>		
FROM	TO	AMOUNT
E-2765-S017-S31.000 Other Exp/Local Levy	E-2765-S017-S28.000 Protect Ohio	\$92,205.25
<u>S30 OAKVIEW JUVENILE REHABILITATION FUND</u>		
FROM	TO	AMOUNT
E-8010-S30-S65.000 Indirect Costs	E-8010-S30-S40.000 Grant Holding Acct	\$1,600.16
E-8010-S30-S65.000 Indirect Costs	E-8010-S30-S63.000 General & Others	\$1,654.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS

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

<u>GENERAL FUND AND THE FAIRGROUNDS SEWER PROJECT FUND/N83</u>		
FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9083-N083-N05.574 Transfers In	\$850,000.00
<u>K00 MVGT-ENGINEERS FUND AND THE O39 BOND RETIREMENT-ENG-1 BRIDGE RETAINING WALL FUND</u>		
FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfers Out	R-9218-O039-O05.574 Transfers In	\$155,357.50
<u>T10 WATER AND SEWER GUARANTEE DEPOSIT FUND AND VARIOUS BCSSD FUNDS</u>		
FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3701-P003-P15.574 Transfers In	\$69.01
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$505.67
E-3711-T010-T04.074 Transfers Out	R-3704-P051-P08.574 Transfers In	\$49.50
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$103.37
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$109.77
E-3711-T010-T04.074 Transfers Out	R-3707-P056-P08.574 Transfers In	\$88.03

April, 2015 Receipts

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROPRIATIONS FOR THE FAIRGROUNDS SEWER PROJECT FUND/N83

Motion made by Mr. Thomas, seconded by Mrs. Favede to make the following appropriation, in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission, under the date of May 6, 2015:

E-9083-N083-N04.011	Contract-Services	\$100,000.00
E-9083-N083-N05.013	Contract-Projects	\$750,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 6, 2015:

CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund/Commissioners

E-0051-A001-A24.000	Infrastructure/ORC.026	\$500,000.00
E-0257-A015-A14.000	Attorney Fees	\$350,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated May 6, 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:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **GENERAL FUND - \$2,582.41** CORSA Reimbursement deposited into R-0040-A000-Q00.500 on 05/04/15. *Claim No. 0160026143 – Animal Shelter Vehicle (less deductible). DOL 02/03/15*

2014 POs Closed 04/30/15 – PO #521071 E-0051-A001-A24.000 Infrastructure/ORC .026 **\$500,000.00**
 PO #521080 E-0257-A015-A14.000 Attorney fees **\$350,000.00**

N83 FAIRGROUNDS SEWER PROJECT FUND - \$850,000.00 transferred from the General Fund on 05/06/15

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS – Michael Schlanz to travel to Columbus, OH, on May 6, 2015, to attend WIOA meeting; to Cadiz, OH, on May 7, 2015, to attend Youth Council Meeting; to Cadiz, OH, on May 15, 2015, to attend WIB meeting; and to Cadiz, OH, on June 4, 2015, to attend Youth Council meeting. Vince Gianangeli to travel to Cadiz, OH, on May 15, 2015, to attend WIB meeting. Estimated expenses: \$60.00

SENIOR SERVICES – Donna Steadman and seniors to travel to Moundsville, WV, on May 12 & 19, 2015, for a senior center outing. Gary Armitage and John Carlier to travel to Cambridge, OH, on May 20, 2015, to attend Senior Citizens Day Luncheon. Donna Steadman and seniors to travel to Amish Country on May 26, 2015, for a senior center outing. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS FOR THE ENGINEER’S PROJECT 15-2 APPLYING LIQUID BITUMINOUS MATERIALS FOR DUST CONTROL

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids for the Belmont County Engineer’s Project 15-2 **Applying Liquid Bituminous Material** for dust control on various county highways based upon the recommendation of Fred Bennett, County Engineer, and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

NOTICE TO BIDDERS

BELMONT COUNTY COMMISSIONERS' OFFICE ST. CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 W. Main Street, St. Clairsville, Ohio 43950 until **9:45 A.M.** (Local time), Wednesday, May **27, 2015** for **PROJECT 15-2 “Applying Liquid Bituminous Material for dust control on various County Highways”** for the Belmont County Engineering Department, St. Clairsville, Ohio, 43950, and then at said office publicly opened and read aloud

Copies of specifications and bid forms may be obtained at the Commissioners' office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. –OR-
- A certified check, cashier’s check or letter of credit in accordance with Section 153.54 © O.R.C. in an amount equal to 10% of the bid.

Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety:

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. 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.

By the order of the Board of County Commissioners
 of Belmont County, Ohio.
Jayne Long /s/
 Jayne Long, Clerk

Times Leader Advertisement: Two (2) Mondays: May 11, May 18, 2015

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING CHANGE ORDER #1 FOR THE ENGINEER’S PROJECT 14-4 NORTH TWENTY-SIX ROAD PAVING PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign Change Order #1 for the Belmont County Engineer’s Project 14-4 North Twenty-Six Road Paving Project in the amount of \$6,139.69 based upon the recommendation of Fred Bennett, County Engineer.

Note: For adjustment of final quantities for last year’s OPWC paving project.

**CHANGE ORDER NO. #1
 SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS
 PROJECT 14-4 NORTH TWENTY-SIX ROAD PAVING PROJECT
 COUNTY HIGHWAY 26 (Bethesda to Morristown)**

Auditor's Office, Belmont County, Ohio

THIS AGREEMENT made and entered into this 6th day of May , 2015 between SHELLY & SANDS INC and Matt Coffland, Mark Thomas and Ginny Favede, Commissioners of Belmont County, WITNESSETH that said SHELLY & SAND INC hereby agrees to furnish all material and do all work requisite necessary for 14-4 NORTH TWENTY-SIX ROAD PAVING PROJECT Project, located at COUNTY ROAD 26 (Bethesda to Morristown) , in accordance with plans and specifications.

All work, materials and equipment shall meet said specifications.

**CHANGE ORDER
 * ADDITIONAL QUANTITIES ***

ITEM NO.	APPROX. QUAN.	ITEM	UNIT PRICE	TOTAL AMOUNT
	422 SQ YARDS	PAVEMENT PLANING ASPHALT CONCRETE	\$5.00	+ \$2,110.00
	39.17 CUBIC YARDS	ASPHLAT CONCRETE TYPE 1	\$158.69	+ \$6,215.89

	8.28 CUBIC YARDS	COMPACTED AGGREGATE	\$65.00	+ \$538.20
		TOTAL ADDITIONS		+ \$8,864.09

*** NON-PERFORMED QUANTITIES ***

ITEM NO.	APPROX. QUAN.	ITEM	UNIT PRICE	TOTAL AMOUNT
	1206 GAL	TACK COAT	\$1.90	- \$2,291.40
	0.24 MILES	CENTERLING, TYPE 1 OR TYPE 2	\$950.00	- \$228.00
	0.41 MILES	EDGE LINE, TYPE 1 OR TYPE 2	\$500.00	- \$205.00
		TOTAL DEDUCTIONS		- \$2,724.40

TOTAL AMOUNT OF CHANGE ORDER	+ \$6,139.69
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Reason for contract – all quantities based on final field measurement.

SUMMARY

ORIGINAL CONTRACT	\$449,343.99
ADDITIONS – CHANGE ORDER #1	\$8,864.09
DEDUCTIONS	\$2,724.40
NET CHANGE	+ \$6,139.69
TOTAL WORK PERFORMED	\$455,483.68
TOTAL AMOUNT OF SUPPLEMENTAL CONTRACT PERFORMED	\$6,139.69

BELMONT COUNTY COMMISSIONERS	SHELLY & SANDS INC
<u>Matt Coffland /s/</u>	NAME: <u>Edward Leonard</u>
<u>Ginny Favede /s/</u>	BY: <u>Edward Leonard /s/</u>
<u>Mark A. Thomas /s/</u>	TITLE <u>Project Manager</u>

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH MASTERMIND SYSTEMS, INC., TO PERFORM A “NO PASSING ZONE STUDY” FOR 192 MILES OF COUNTY ROADS/ENGINEER’S DEPARTMENT

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into contract with MasterMind Systems, Inc. in the amount of \$15,360.00 to perform a “No Passing Zone Study” for 192 miles of county roads to be completed on or before September 30, 2015, based upon the recommendation of Fred Bennett, County Engineer.

Note: 90% of the project cost to be reimbursed by FHWA funds.

CONTRACT

THIS AGREEMENT is made on the 6TH day of May, 2015 by and between the County Engineer and the Board of County Commissioners of Belmont County, Ohio to be known hereafter as the County, and MasterMind Systems, Inc., 345 Rice St., Elmore, Ohio 43416, to be known hereafter as the Contractor, according to the following terms and conditions.

WHEREAS, the County desires to obtain a Contractor to perform traffic safety studies, and

WHEREAS, the Contractor is capable of performing said traffic safety studies and has expressed a willingness to provide same.

NOW THEREFORE, the County and the Contractor, for the considerations hereinafter set forth, agree as follows:

ARTICLE I - Scope of Work

The Contractor shall furnish all labor, materials, tools, machinery and appurtenances necessary to perform all work in the execution of a "No Passing Zone Study." In addition the Contractor shall meet all requirements and specifications set forth in Addendum #1 to this contract.

ARTICLE II - Length of Contract

The work performed under the terms of this Contract shall commence as soon as possible and shall be completed on or before September 30, 2015.

ARTICLE III - The Contract Sum

The County shall pay to the Contractor for the satisfactory performance of Contract as follows: Fifteen Thousand Three Hundred Sixty dollars (\$15,360.00) for One Hundred Ninety Two (192) miles of road to be inventoried.

ARTICLE IV - Payment of the Contract Sum

The total sum of the Contract shall be paid by the County within thirty (30) days after all contracted work has been successfully completed, and the Contractor has submitted a written invoice. The County reserves the right to approve all work performed by the Contractor before payment can be made.

PROVISION 1 - Security Agreement Disclaimer

The Contractor warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the County, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advance notice of its election to do so. If the contract is canceled under this provision, the County shall reimburse the Contractor for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork and any other items/products developed by the Contractor specifically for this project, shall become the property of the County.

PROVISION 2 - Reporting Requirements

Performance reports will be required to be submitted by the Contractor as frequently as required by the County. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output (2) the reasons for slippage if established objectives are not met (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3 - Patent Rights/Copyrights

Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures approved in writing by the County prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Contractor shall provide the County written authorization for the County and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of the said patent/copyright disclosure without payment.

PROVISION 4 - Audit Practices

The Contractor agrees access by the Federal, State, County, Township, or City government, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

PROVISION 5 - Compliance with Health and Safety Requirements

The Contractor shall be responsible for compliance with applicable health and safety requirements, including OSHA requirements (CFR 291926), and medical testing required by OSHA and ODOT rules and regulations.

The Contractor shall provide, as a minimum, the same level of safety equipment as required for ODOT inspectors.

PROVISION 6 - Employment, Affirmative Action and Minority Business Enterprise Policy and Obligations

During the performance of this Agreement, the Contractor agrees to:

That in the hiring of employees for the performance of work under this Agreement or for any subcontract related thereto, the Contractor or Sub contractor shall not, by reason of race, color, religion, sex, sexual orientation, age, disability, Vietnam veteran era status, national origin or ancestry, discriminate against any citizen in the employment of a person qualified and available to perform work to which this Agreement relates; and

That the Contractor, Sub contractor, or any person acting on behalf of the Contractor or Sub contractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, Vietnam veteran era status, national origin, or ancestry; and

In carrying out this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, handicap, age or Vietnam era veteran status. The Contractor will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, national origin, or ancestry, disability, age or Vietnam era veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, disability, age or Vietnam era veteran status. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

In the event of the Contractor's noncompliance with the provisions of this Clause, the County shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:

Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or

Termination or suspension of this Agreement, in whole or in part.

PROVISION 7 - DRUG-FREE WORK PLACE

The Contractor agrees to comply with all applicable State and Federal laws regarding drug-free workplace. The Contractor shall make a good faith effort to ensure that all the Contractor's employees, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on this project..

PROVISION 8 - OHIO ETHICS LAW REQUIREMENTS

The Contractor agrees to adhere to the requirements of Ohio Ethics Law as provided by Section 102.04 of the Ohio Revised Code. Division (A) of this Section prohibits a State official or employee from receiving compensation, other than from his own agency, for personal services rendered in a case, proceeding, application, or other matter before any State agency. O.R.C. 102.04(B) prohibits State officials and employees from selling goods or services to State agencies, except by competitive bidding.

It is understood by the parties that non-elected State officials and employees may qualify for an exemption under O.R.C. Section 102.04(D), if:

The agency with which the official or employee seeks to do business is an agency other than the one with which he serves; and

Prior to rendering personal services or selling or agreeing to sell goods or services, the official or employee files an O.R.C. Section 102.04(D) statement with the Ohio Ethics Commission, the agency with which he serves, and the agency with which he seeks to do business. The statement must include a declaration that the Contractor disqualifies himself for a period of two (2) years from any participation in his official capacity as a board or commission member in any matter involving any official or employee of the agency with which he seeks to do business.

It is expressly understood and agreed to by the parties that a failure by the Contractor to file a declaration statement as required under O.R.C. Section 102.04(D), may be considered by the State, a breach of a material condition of this Agreement and the State may, if it so elects, void this Agreement.

PROVISION 9 - CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

The bidder hereby certifies by signing this proposal that, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does not have a proposed debarment pending; that the company or any person associated there with in the capacity of owner, partner, director, officer, principal investigator has not been indicted, convicted, or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses please include a statement with the bid package detailing these exceptions.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

PROVISION 10 - NON-COLLUSION AFFIDAVIT

In accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq: and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that he or his agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Execution of this contract on the signature portion thereof shall constitute also signature of this Non-Collusion Affidavit as permitted by title 28 United States Code, Section 1746.

PROVISION 11 - UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the LPA that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the LPA, or an action for recovery may be immediately commenced by the LPA and/or for recovery of said funds.

PROVISION 12 - DECLARATION REGARDING MATERIAL ASSISTANCE / NONASSISTANCE TO A TERRORIST ORGANIZATION

In accordance with Ohio Revised Code §2909.33, the enclosed Declaration Regarding Material Assistance / Nonassistance to a Terrorist Organization must be completed and returned prior to entering into a contract with any political subdivision of the state of Ohio. Failure to submit this form prior to entering into contract will result in the bid being deemed non-responsive and ineligible for award.

PROVISION 13 - Certification Regarding Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 14 - Labor Relations

The County and Contractor must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

PROVISION 15 - Record Retention

The County and Contractor shall retain all required records for three years after the County makes final payments and all other pending matters are closed.

PROVISION 16 - Line of Credit

That the Contractor shall carry a credit line on the cover or first page of any report that reads substantially as follows:

Funding provided in part or solely by the:

- National Highway Traffic Safety Administration
- Federal Highway Administration
- Ohio Department of Transportation

Studies, evaluations, etc., shall also include the following disclaimer:

"The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the National Highway Traffic Safety Administration, Federal Highway Administration, or the Ohio Department of Transportation."

PROVISION 17 - Miscellaneous Terms

The employees of the Contractor are not entitled to any of the benefits the County provides its employees. Moreover, it is understood that the Contractor is free to contract for similar services to be performed of other parties while he is under contract with the County.

PROVISION 18 - Insurance

Employer's Liability Insurance The Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees, as are not otherwise protected. A copy of Workers' Compensation Certificate of the Contractor shall be submitted to the County. In addition, the Contractor shall submit to the County a valid Certificate of Liability Insurance with required coverage's.

Compensation Insurance The Contractor shall procure and shall maintain during the life of this contract Workers' Compensation Insurance as required by applicable State law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded in the Contractor's Workers' Compensation Insurance in case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workers' Compensation Statute.

Contractor's Liability Insurance The Contractor shall procure at his sole expense and keep in full force and effect during the life of this contract, policy or policies of insurance which provide the following coverage's:

Contractor's Public Liability Insurance providing coverage for property damage in an amount of not less than \$1,000,000.

Contractor's Public Liability Insurance providing coverage for wrongful death or bodily injury in an amount of not less than \$500,000 per person and \$1,000,000 per incident.

Vehicle Liability Insurance providing coverage for property damage in an amount of not less than \$1,000,000.

Vehicle Liability Insurance providing coverage for wrongful death or bodily injury in an amount of not less than \$500,000 per person and \$1,000,000 per incident.

Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance

The Contractor shall either:

Require each of his Subcontractors to maintain during the life of this contract the Liability Insurance described above or in the alternative, secure coverage of the type and in the amounts specified above under his insurance policies to cover each Subcontractor; or

Insure activities under his policy, as specified herein.

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

Signed in the presence of:

Angelo Carrieri /s/

Witness

Shereza K. O'Hara /s/

Witness

FOR THE CONTRACTOR:

Bruce R. Hickman /s/ Date: 3/23/15

Mr. Bruce F. Hickman

FOR THE OWNER:

Fred F. Bennett /s/ Date: 5/6/15

Mr. Fred F. Bennett, P.E., P.S.

Belmont County Engineer

Date: 5/6/15

Matt Coffland /s/
Commissioner
Ginny Favede /s/
Commissioner
Mark A. Thomas /s/
Commissioner
Jayne Long /s/
Clerk, Board of
County Commissioners
Belmont County, Ohio

Attest:

CERTIFICATE OF AVAILABILITY OF FUNDS

I, Andrew L. Sutak, hereby certify that the amount required to meet the obligations of this contract, in the fiscal year in which the contract has been made, has been lawfully appropriated for the purposes of the contract, and is in the treasury, or in the process of collection, free from any previous encumbrances, obligations or certificates now outstanding.

Not to exceed \$15,360.00 and to be paid from account K000-K15 MVGT.

Date: April 29, 2015 Andrew L. Sutak /s/
Belmont County Auditor

APPROVED AS TO FORM

I, David Liberati, hereby approve this Agreement as to form.
Date: 4/30/15 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 APPROVING THE HIRING OF RONALD GRALL, CLASS III WATER PLANT OPERATOR/ BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Mr. Ronald Grall as a Class III Water Plant Operator for the Belmont County Sanitary Sewer District beginning May 4, 2015 at the rate of \$18.45, based upon the recommendation of Mark Esposito, Director.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING THE SIGNING OF THE WORKFORCE DEVELOPMENT AREA (WIOA) DESIGNATION APPLICATION

Resolution

The Board of County Commissioners, Belmont County, Ohio, met in regular session on the 6th day of May, 2015 with the following members present: Ginny Favede, Matt Coffland and Mark A. Thomas.

Motion was made by Commissioner Favede, seconded by Commissioner Coffland, to adopt the following resolution:

WHEREAS, Vince Gianangeli is the Director of the Belmont County Department of Job and Family Services and said Director recommends that the Board of Belmont County Commissioners authorize Commission President Mark A. Thomas to sign the attached Workforce Development Area Designation Application as required by the Workforce Innovation Opportunity Act, Chapter 2. Sec 106, (b) (2); effective May 6, 2015.

THEREFORE, BE IT RESOLVED, the Board of Belmont County Commissioners does hereby authorize Commission President Mark A. Thomas to sign the attached Workforce Development Area Designation Application as required by the Workforce Innovation Opportunity Act, Chapter 2. Sec 106, (b) (2); effective May 6, 2015.

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 AMENDMENT AND RATIFICATION TO THE OIL AND GAS LEASE DATED DECEMBER 11, 2014, WITH RICE DRILLING D, LLC

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Amendment and Ratification to the Oil and Gas Lease dated December 11, 2014 with Rice Drilling D, LLC, to amend the description of land and the acreage as described in Exhibit "A". All other provisions of the Lease remain in full force and effect. Note: The acreage will increase from 1.97 gross acres to 5.72 gross acres, more or less.

AMENDMENT AND RATIFICATION TO THE OIL AND GAS LEASE

This instrument (the "Amendment and Ratification") is entered into this 6TH day of May, 2015 but effective as of the 11th day of December, 2014 (the "Effective Date"), by and between The County of Belmont, Ohio, a political subdivision of the State of Ohio by and through the Belmont County Board of Commissioners, herein called "Lessor" whose address is 101 West Main Street, St. Clairsville, OH 43950, and Rice Drilling D LLC, a Delaware Limited Liability Company, hereinafter called "Lessee", whose address is 400 Woodcliff Drive, Canonsburg, PA 15317.

WHEREAS, reference is herein made to that certain oil and gas lease dated effective the 11th day of December, 2014, the memorandum of which lease is recorded in Book 531, Page 172 of the Belmont County, Ohio Deed Records (the "Lease");

WHEREAS, said description of land is inaccurate;

WHEREAS, said acreage is inaccurate;

WHEREAS, the parties desire to amend and ratify the Lease as set forth below;

NOW THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Description of the Lands Included in the Lease is hereby deleted in its entirety and replaced with the following:

"1. Description

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Containing 5.72 gross acres, more or less, and located in the Townships of Union, Richland, Goshen, Belmont County, State of Ohio, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof.

2. Except as expressly modified herein, all other provisions of the Lease remain in full force and effect.

3. The undersigned parties do hereby adopt, ratify, and confirm said Lease in all of its terms and provisions, and do hereby lease, grant, demise and let said land and premises unto the said **Rice Drilling D LLC, a Delaware Limited Liability Company**, subject to and in

accordance with all of the terms and provisions of said Lease as fully and completely as if it had originally been named as Lessor in said Lease and had executed, acknowledged and delivered the same itself. The undersigned do hereby agree and declare that said Lease in all of its terms and provisions are binding on Lessor and is a valid and subsisting Oil and Gas Lease.

4. This Amendment and Ratification may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Executed this 6th day of May, 2015, but to be effective as of the 11th day of December, 2014, the date of the Lease.

IN WITNESS WHEREOF, the parties have signed this Amendment and Ratification.

LESSOR:

Belmont County Board of Commissioners

By: Mark A. Thomas /s/

Mark A. Thomas, President

By: Ginny Favede /s/

Ginny Favede, Vice President

By: Matt Coffland /s/

Matt Coffland, Commissioner

LESSEE:

Rice Drilling D LLC

By: Aileen A. Rice /s/

Name: Aileen A. Rice

Title: Managing Director of Land Operations

EXHIBIT A

Parcel Number	Gross Acreage	Section	Township	Range	Vol / Pg
39-00545.002	0.26	23	8	5	39 / 856
32-01411.082	0.17	23	7	4	765 / 689
32-60017.000	0.15	12	7	4	452 / 512
11-60002.000	0.138	23	7	5	751 / 609
32-60180.000	5.002	28	7	4	608 / 818

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE EXECUTION OF INVOICE NO. 3 (FINAL) FROM THYSSENKRUP ELEVATOR FOR THE COURTHOUSE ELEVATOR PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the execution of Invoice No. 3 (final) from ThyssenKrupp Elevator in the amount of \$48,521.40 for the Courthouse Elevator – Project Number 18318.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE MOU THAT ESTABLISHES AND MAINTAINS EXISTENCE OF THE BELMONT CO. MAJOR CRIME UNIT (BCM CU) UNDER THE DIRECTION OF THE BELMONT CO. SHERIFF

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Memorandum of Understanding that establishes and maintains the existence of the Belmont County Major Crime Unit (BCM CU), under the direction of the Belmont County Sheriff, pursuant to the Ohio Revised Code, Sections 311.07, 505.43 and 737.04.

Belmont County Major Crime Unit (BCM CU)

Pursuant to the Ohio Revised Code sections 311.07, 505.43, and 737.04 Ohio counties, municipal corporations, townships and villages (“political subdivisions”) are authorized to enter into an agreement with other such political subdivisions to form a Major Crime Unit upon any terms that are agreed to by them if the contract is first authorized by the respective legislative bodies for the participating political subdivisions. In accordance with said Ohio laws, the undersigned political subdivision agrees as follows:

I. Purpose

The purpose of this agreement is to establish and maintain the existence of a Major Crime Unit. Said BCM CU shall be created in order to obtain additional law enforcement assistance and protection and for the purpose of protection of life, limb, and property and the reduction of crime and subversive activities. Specifically, it is the policy of Belmont County Sheriff’s Office and its Participating Political Subdivisions to provide a joint Major Crime Unit capability to investigate all allegations of serious crime within Belmont County. One of the principal aims of this policy is to ensure that all investigations of major crime are conducted in an ethical and transparent manner.

II. Definitions

For the purpose of this agreement, the following terms are defined as follows:

Participating political subdivisions: A political subdivision that commits itself to this MCU agreement by adopting an ordinance or resolution authorizing participation in the BCM CU with other participating political subdivisions for rendering and receiving assistance in the event of a request for BCM CU services in accordance with BCM CU assignments as developed by the leadership law enforcement agencies of the participating political subdivisions.

Political Subdivision: A county, municipal corporation, township or village having a recognized full-time law enforcement agency.

Major Crime Unit: Personnel and equipment assembled for the purpose of assisting member political subdivisions and neighboring political subdivisions in obtaining further law enforcement response to better protect the lives, persons and property of Ohio citizens.

Major Crime Unit Director: The BCM CU director shall be the sheriff of the lead agency of Belmont County. The BCM CU director shall appoint commanders of BCM CU to supervise divisions within the BCM CU.

Major Crime Unit Commander: Must be a First Line Supervisor being a Sergeant or above of a participating political subdivision. Will be responsible for team training, equipment maintenance, mobilization and tactical direction of that divisions of the BCMCU. The BCMCU Commander will oversee day to day operations and shall report to the Sheriff or his designee on all investigations pertaining to the BCMCU.

Administrator: The Advisory Board shall have an Administrator who shall be the Prosecuting Attorney. The Administrator shall be responsible on all legal aspects of the BCMCU described in this agreement. He or she will handle the terms of any internal control policy adopted by the Advisory Board of the BCMCU.

Major Crime Unit Member: Each Advisory Board Member may recommend a law enforcement officers from his/her agency to participate in the BCMCU. Said recommended member shall become a member of the BCMCU upon unanimous decision of the Advisory Board and the final approval of the Sheriff. The Advisory Board may, at any time, by unanimous decision remove a law enforcement officer from the BCMCU. All BCMCU members must either be a full time Deputy or a Special Deputy with the Belmont County Sheriff's Office. The Sheriff reserves the right to accept or deny and/or remove any member of the Belmont County Major Crime Unit.

Secretary: The Advisory Board shall elect on a yearly basic a Secretary to take minutes of the Advisory Board meetings and distribute among the members. The secretary will notify each member of the Advisory Board required meetings and their location.

III. Agreement to Effectuate BCMCU Services

The county sheriff or governing body of each participating municipal corporation, township or village are authorized on behalf of that political subdivision to enter into and from time to time to alter and amend on the advice of the political subdivision's law enforcement leadership an agreement with other political subdivisions for BCMCU services.

IV. Authority and Command

In the provision of BCMCU services, the BCMCU director shall assume full responsibility and command for operations. BCMCU members shall be responsible to the BCMCU director and shall operate under his/her direction and control. Supervision of BCMCU members shall be by the BCMCU Commanders. While performing any and all duties, investigations and enforcement under the authority of the BCMCU, the BCMCU members are directly accountable to the BCMCU director, as if the BCMCU director was the member's supervisor from his/her participating agency.

V. Governance of Major Crime Unit

The BCMCU shall be governed by an Advisory Board ("the Board") consisting of Sheriff of Belmont County, the Chief of Police of each participating political subdivisions and the Prosecuting Attorney of Belmont County. All Board members shall serve without compensation. The Board shall meet at a minimum of 4 times per year and at other times as necessary for the establishment of all policies for the operation of the BCMCU and for supervising and overseeing the progress of investigations conducted by the BCMCU. All Board decisions shall be approved by a simple majority. The policy and procedures for the Board shall be addressed in separate bylaws.

The Board can recommend on a yearly basis a Commander to the Director for his/her determining the lead commanders of each divisions of the BCMCU. The Board shall be responsible for the creation and maintenance of a policy and procedure manual for the BCMCU. The Board shall review and update said policies and procedures as needed.

The Board, all participating political subdivisions, and legal counsel from the lead agency of the BCMCU shall be required to review all policies and procedures for consistency. Any conflicts which may arise between the participating political subdivision's policies and procedures and the policies and procedures of the BCMCU shall be reviewed and resolved by the Board, the participating political subdivision and legal counsel for the lead agency.

VI. Membership

Before any law enforcement agency may become a member of the BCMCU its membership shall be recommended by the Advisory Board. Membership shall be limited to the Ohio law enforcement agencies as defined by Ohio Statutes. Applicants shall become members upon recommendation of the Board and the final approval of the Sheriff.

All BCMCU members must either be a full time Deputy or a Special Deputy with the Belmont County Sheriff's Office. The Sheriff reserves the right to accept or deny and/or remove any member of the Belmont County Major Crime Unit.

When considering membership the Board shall consider all factors including:

1. Agency capabilities of providing or being resources to the BCMCU communities.
2. Geographic proximity to other BCMCU agencies.

VII. Responsibility for Conduct

The direct supervision of the BCMCU and its officers and/or employees shall be the responsibility of the BCMCU director while the officers are performing their official duties in furtherance of BCMCU objectives. Every officer assigned to the BCMCU agrees to abide by the directives of the BCMCU director as to case openings, case and personnel assignments, and other matters necessary for the successful operation of the BCMCU. No order or directive of the BCMCU supersedes the officer's responsibility to follow the rules, policies or directives of his/her agency.

Any officer of a participating political subdivision, whether said officer is responding to a request for BCMCU services from a requesting political subdivision, or the officer is part of the BCMCU, shall be deemed to be acting within the scope of the officer's employment with the participating political subdivision with whom the officer is employed, while traveling to, traveling from, and while acting in the territory of another participating political subdivision, as well as during all training conducted pursuant to this agreement or referenced herein.

In addition to the requirements set forth in this agreement and the accompanying policy and procedures manual for the BCMCU, each participating political subdivision shall ensure that their officer or employee participants remain subject to and adhere to the standards of conduct, personnel rules, regulations, laws and policies applicable to those of their respective employing unit.

VIII. Privileges and Immunities

The participating political subdivisions intend for all responding law enforcement agencies and their officers to enjoy the fullest privileges and immunities available to the officers of the requesting law enforcement agency pursuant to Chapter 2744 of the Ohio Revised Code.

IX. Confidentiality

Any information gathered and/or report(s) generated by the BCMCU during the course of its investigation that is maintained by the BCMCU, a prosecutor, the Attorney General or a special prosecutor is deemed a confidential law enforcement investigatory record for purposes of Ohio Revised Code 149.43. This determination does not, however, affect or limit the right of discovery granted under the Ohio Revised Code, the rules of Criminal Procedure, and/or the Rules of Juvenile Procedure. The BCMCU director/commander shall periodically inform the agency heads of participating agencies on the status of the investigation. Information relating to the status of the BCMCU investigation shall only be provided to the agency head or his designee.

X. Compensation

Each participating law enforcement agency shall continue to provide the same salaries, insurance, workers' compensation, retirement and other fringe benefits to its personnel while responding to a request for assistance and/or deployment under this agreement as those employees would receive while on duty in their employing political subdivision or governmental unit.

Law enforcement personnel acting outside of the political subdivision or governmental unit in which they are employed may be entitled to participate in an Indemnity Fund established by the BCMCU. The Advisory Board will set a standard reimbursement cost for all political subdivision. Approval for any reimbursement payment must be adhere to the following guidelines.

1. BCMCU Time Sheet filed by member.
2. Time Sheet approved by Chief.
3. Time Sheet approved by Commander.
4. Final approval made by Sheriff.
5. Reimbursement Made to Political Subdivision by the BCMCU Indemnity Fund.

Further, law enforcement personnel shall be entitled to all the workers' compensation rights and benefits of Chapter 4123 of the Revised Code to the same extent as while performing service within their employing political subdivision or governmental unit.

XI. Funding

This agreement is not an obligation or commitment for funding, nor a basis for a transfer of funds. Any necessary and actual BCMCU expenses incurred by an officer may be paid by the Indemnity Fund created pursuant to Ohio Revised Code section 2981.13, or a drug law enforcement fund created pursuant to Ohio Revised Code section 5502.68, if applicable. Expenditures by each participating political subdivision shall be subject to its budgetary process and to the availability of funds and resources pursuant to applicable laws, regulations and policies.

The undersigned law enforcement agencies agree that any mandatory fines collected shall be placed in a BCMCU Indemnity Fund assigned to the Belmont County Major Crime Unit which shall be administered through the Belmont County Sheriff's Office. This money shall be used to subsidize the BCMCU investigations.

The Director shall be responsible for all funds received by the BCMCU described in this agreement. He or she will handle these monies in accordance with the terms of any internal control policy adopted by the Advisory Board. Any expenditure must have prior approval from the operational commander and director.

XII. Forfeiture

In the event that assets of any individual or entity are forfeited to the BCMCU the proceeds from the forfeited assets shall be shared in the following manner:

1. All costs and expenses incurred by the BCMCU related to this investigation shall be paid first. Remaining proceeds will be divided between the BCMCU and the Prosecuting Attorney's Office. Said items shall be divided in the amount of 80% to the BCMCU, and 20% to the Prosecuting Attorney's Office. The monies shall be deposited in the Operational Fund to be used for the operating cost of any political subdivision that is related to the law enforcement investigation.
2. These costs and expenses include, but are not limited to, any necessary and actual expense incurred by the BCMCU and or agent(s) for food, lodging, or travel; payments to informants or cooperating witnesses; monies expended for the purchase of contraband, stolen property, and any other necessary expenses of the investigation incurred by the BCMCU. These costs shall be reimbursed in accordance with the regulations of the Office of the Attorney General for the State of Ohio.

XIII. Liability

No participating political subdivision or any of its employees, officers or agents shall be liable in damages to another participating political subdivision, or its employees, officers or agents, or its inhabitants, or its contractual obligees, or any person to who service is being provided, for failure to answer any request for service, or for response time for answering a request of service, or for failure or inadequacy of equipment, or for the negligence, misfeasance or nonfeasance of its employees, or for any other cause related to the rendering of BCMCU services.

XIV. Express Reservations

The BCMCU does not directly or indirectly employ any personnel assigned to it. The BCMCU does not establish employer-employee relationships with personnel assigned to the BCMCU from participating political subdivisions. Participating political subdivisions do not waive any available defenses and/or limitations on liability. No participating political subdivision shall be considered to be an agent of any other participating political subdivision.

XV. Termination

Any participating political subdivision may withdraw from the task force agreement by notifying the Board in writing, whereupon the withdrawing political subdivision will terminate participation thirty (30) days from the date of the written notice.

Further, any participating political subdivision who fails to meet their obligations in accordance with this agreement and/or the policies and procedures of the MCU may have their membership terminated by a majority vote of the Advisory Board.

XVI. Adoption

This agreement shall be in full force and in effect with the signing of this agreement by the Sheriff, Chief of Police and the legislative body of each participating political subdivision.

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: BELMONT COUNTY MAJOR CRIME UNIT – Sheriff Dave Lucas explained that the Major Crime Unit is an umbrella that governs the Drug Task Force and the SPII Task Force. Instead of several task forces, it will be a major crime unit that the Drug Division, the Sex Crimes Division and other things down the road will be under. He said it will allow us on state and federal standards to get classified as a high drug traffic area and to get grants. He said, "Doing things this way, with the support of the Commissioners and all the local police departments, will help us combat major crimes in Belmont County as a whole."

IN THE MATTER OF AUTHORIZING THE ESTABLISHMENT OF A SPECIAL REVENUE FUND FOR THE BELMONT COUNTY MAJOR CRIME UNIT

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Belmont County Auditor to establish a Special Revenue Fund for the Belmont County Major Crime Unit (BCMCU).

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING AMENDMENT 001 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COMMISSIONERS AND VAUGHN, COAST & VAUGHN, INC., FOR THE BELMONT CO. FAIRGROUNDS SEWERAGE PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign Amendment 001 to the Professional Services Agreement dated March 27, 2014 between the Belmont County Commissioners and Vaughn, Coast & Vaughn, Inc., for the Belmont County Fairgrounds Sewerage Project; revision to Exhibit C to increase lump sum compensation by \$5,000 for the Bidding and Negotiating Phase and \$20,000 for the Construction Phase.

This is **EXHIBIT K**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 27, 2014.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

1. *Background Data:*
 - a. Effective Date of Owner-Engineer Agreement: April 16, 2014
 - b. Owner: Belmont County Board of Commissioners
 - c. Engineer: Vaughn, Coast & Vaughn, Inc.
 - d. Project: Belmont County Fairgrounds Sewerage

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Replace Exhibit C of the original Agreement with the attached revised Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 05/06/15.

OWNER:

ENGINEER:

May 6, 2015

Belmont County Board of Commissioners

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

Dated Signed: 05/06/15

Approved as to form:

David K. Liberati /s/

Belmont County Prosecutor

Vaughn, Coast & Vaughn, Inc.

By: Jeffrey A. Vaughn
Title: Vice-Pres.

Date Signed: 4-16-15

This is **EXHIBIT C** consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 27, 2014.

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment.*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$70,000 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$ <u>N/A</u>
b. Preliminary Design Phase	\$ <u>20,000</u>
c. Final Design Phase	\$ <u>25,000</u>
d. Bidding and Negotiating Phase	\$ <u>5,000 *</u>
e. Construction Phase	\$ <u>20,000 *</u>
f. Post-Construction Phase	\$ <u>N/A</u>

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

B. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer’s services shall be appropriately adjusted.

* **Not included in original agreement signed by Commissioners on April 16, 2014**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PROPOSAL FROM
KALKREUTH ROOFING AND SHEET METAL FOR THE
INSTALLATION OF A NEW SHINGLE ROOF ON THE
BELMONT-HARRISON JUVENILE DISTRICT/GENDER SPECIFIC
PROGRAM BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the proposal dated April 30, 2015, from Kalkreuth Roofing and Sheet Metal in the amount of \$28,000.00 for the installation of a new shingle roof on the Belmont-Harrison Juvenile District/Gender Specific Program Building on National Road.

Kalkreuth

Roofing and Sheet Metal

**P.O. Drawer 6399 – Wheeling, WV 26003 – (304) 232-8540 – FAX (304) 233-5305
WV Contractor’s License #WV000246**

April 30, 2015

Jack Regis

Oakview Juvenile Residential Center

67707 Oak View Road

Saint Clairsville, OH 43950

RE: Roof Restoration

Dear Mr. Regis:

We propose to furnish the necessary labor, materials, equipment, and insurance to complete the following scope of work on the above referenced project.

1. Remove existing roofing down to the wood deck.
 - 1 layer of shingles
 - Approximately 4,300 square feet.
2. Inspect decking for damage, re nailing as needed.
3. Notify owner of any deficiencies in the decking.
4. Install ice and water leak barrier at all eave, rake, and valley locations.
5. Install synthetic felt underlayment on all remaining areas.
6. Provide and install new drip edge per manufacturer’s specifications.
7. Install new manufacturer pre-cut starter strip shingles on all eaves and rakes.
 - Used to seal down eave and rake edges.
8. Provide and install new, 30 year, GAF, Timberline Series dimensional shingles
 - Approximately 4,300 square feet.
9. Install new, roof over style, ridge vent.
10. Install new, distinctive ridge cap shingles.
11. Provide and install new, pre-manufactured, flashings at all penetrations.
12. Provide a manufacturer’s, Golden Pledge warranty at the completion of the project.
 - The Golden Pledge Warranty covers material against manufacturer’s defects for 40 years and workmanship for 20 years.
13. Organize and clean-up project at the completion of each day.
14. All work will be completed within strict accordance to the manufacturer’s specifications.
15. All debris will be removed from site and hauled to an approved landfill at the completion of the project.

The cost of this project will be Twenty Eight Thousand Dollars.

Net Cost \$28,000.00

Notes:

- **Wood replacement is not included in this proposal.**
- **Modifications of exterior wall covering, (stucco, vinyl siding, etc.) is not included in this proposal.**
- **Work that is not included in this proposal will be completed on a time plus material basis with written consent from the owner.**

May 6, 2015

Our invoices are due net 30 days from the invoice date. Invoices past 30 days will be charged an interest rate of 1.5% or an annual rate of 18%. No retention should be withheld from our payment. Payment is not contingent upon payment from another party. We trust this proves satisfactory and that we may be of service to you.

Price is valid for 30 days

Sincerely,

Zane Harvey /s/

Zane Harvey

Project Specialist

Special Projects Division

DATE APPROVED 05/06/15

Matt Coffland /s/

Ginny Favede /s/

Mark A. Thomas /s/

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

Accepted: _____

Date: _____

Master Card, Discover & Visa accepted

**IN THE MATTER OF APPROVING THE PROPOSAL
FROM GIL THERMES FENCE COMPANY, INC.M, FOR
INSTALLATION OF GALVANIZED CHAIN LINK FENCE
ALONG TROUGH RUN ROAD, BELLAIRE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the proposal dated April 15, 2015, from Gil Thermes Fence Company, Inc., in the amount of \$8,900.00 for the installation of 425 feet of 6' galvanized chain link fence on county property along Trough Run Road in Bellaire.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF ONE
(1) 2015 CHEVY SILVERADO 3500HD 4WD CREW CAB/
BELMONT COUNTY EMA**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the purchase of one (1) 2015 Chevrolet Silverado 3500HD 4WD Crew Cab 153.7" LT CK3574 at a unit price of \$47,806.00 from Staffilino Chevrolet in Martins Ferry, Ohio for the Belmont County Emergency Management Agency based upon the recommendation of Director Dave Ivan.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Vince Lucidi of County Road 5, Clover Ridge, spoke of problems on that road. He said he understood the county roads were under the jurisdiction of the County Engineer and that department could not be everywhere in the county checking on the roads. He stated if there was a liaison for the RUMA's, it would be someone they could communicate with when a problem happened. Then that person could go to the oil and pipeline companies and make sure that they are doing as they agreed to do; maintaining the roads in decent order, filling the holes, controlling the dust, and things of that nature. If this is not up for consideration, he proposes that this be done. He thinks it will be a benefit to the county. Mr. Coffland stated he has been on Clover Ridge Road many times with Trustee Hendershot, Rice Energy, the County Engineer and the Deputy Engineer. He got word last week that they were patching starting on the Monroe side and working in and he will follow up on this. Mr. Lucidi said that some of holes patched had to be redone 3 and 4 times. Mr. Coffland believes Rice has stated they are going to pave the whole road. He will check with the County Engineer to see if that is true.

Richard Hord asked about plans for the former Hab Center. Mr. Thomas said there is a meeting this month with a number of individuals, including the Sheriff, to take a look at the possibility of converting that into a minimum security facility. We need to address physical facilities issues with regard to the jail and the housing of prisoners. Mr. Hord also questioned the possibility of a permanent location for the Belmont County records. Mr. Thomas stated the records are safe, secure and accessible. He said until we state in this meeting what we are going to do with them there is no continued need to ask. He said ultimately there needs to be a newer, more easily accessible site for county records. We can put all the records we want on a computer, but we still are required to keep the books. While that location now will probably be the location for the near short-term, that building needs to be addressed once the Senior Services building is done and they all move out. Then we have to look at the viability of keeping that building in its current state or building a new records building.

10:00 St. Clairsville High School Cheerleaders and Coach Shawn Tomlan

Re: Resolution Honoring St. Clairsville High School "Red Devils" Cheerleaders

The board congratulated the cheering team on the time and commitment they put into their sport.

**IN THE MATTER OF ADOPTING THE RESOLUTION HONORING
THE ST. CLAIRSVILLE HIGH SCHOOL "RED DEVILS" CHEERLEADERS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution honoring the St. Clairsville High School "Red Devils" Cheerleaders.

***RESOLUTION
HONORING THE ST. CLAIRSVILLE
HIGH SCHOOL "RED DEVILS"
CHEERLEADERS***

WHEREAS, the St. Clairsville High School "Red Devils" Cheerleading Squad is the school spirit leader for the athletic teams, students, parents and fans; and

WHEREAS, the Cheerleading Squad shines under the superior instruction and steadfast motivation from Coach Shawn Tomlan; and

WHEREAS, the St. Clairsville High School "Red Devils" Cheerleading Squad recently competed in the 24th Annual OVAC Cheering Championships; and

WHEREAS, the Red Devils Cheerleading Squad, through their hard work, commitment and perseverance, won their eighth straight 4-A title at the OVAC Cheering Championship; and

WHEREAS, the squad went on to capture the 2015 OASSA Division III Nonmount Cheerleading State Championship, held at the St. John Arena, at the Ohio State University; and

WHEREAS, the squad has participated and won numerous titles and the respect of many within the sport and the various accomplishments of this outstanding group of young women is a testament to their dedication and many hours of practice; and

NOW, THEREFORE, BE IT RESOLVED, that the Belmont County Commissioners, on behalf of all county residents, do hereby honor the "Red Devils" Cheerleading Squad and Coach Shawn Tomlan, for their consistent level of success achieved and congratulate them on their outstanding performances, including winning back to back state championships, and their fine representation of Belmont County.

Adopted this 6th day of May, 2015.

BELMONT COUNTY COMMISSIONERS

Matt Coffland/s/

Ginny Favede /s/

Mark A. Thomas /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 10:37 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Gary Armitage, Executive Director, Senior Services of Belmont County, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment 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 11:22 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, NO ACTION WAS TAKEN.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:22 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session 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 12:28 P.M.**

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

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.

May 6, 2015

Read, approved and signed this 13th day of May, 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.

_____ PRESIDENT
_____ CLERK