

St. Clairsville, Ohio

September 7, 2016

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 APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$358,333.80

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 General Fund:

FROM	TO	AMOUNT
E-0021-A002-E02.002 Salaries-Employees	E-0021-A002-E14.007 Unemployment-CofC	\$2,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0064-A002-A06.000 Transcripts	\$10,000.00
E-0082-A002-C22.000 Contract Repairs	E-0082-A002-C38.000 Other Expenses	\$2,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

GENERAL FUND AND THE U10 SHERIFF'S RESERVE FUND

FROM	TO	AMOUNT
E-0131-A006-A24.000 E-SORN Expense	E-9710-U010-U06.000 Other Expenses	\$650.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

COMMISSIONERS-Katie Bayness to Columbus, OH, on October 19-20, 2016, to attend the NPELRA Labor Relations Academy III-The Negotiation Process. Estimated expenses: \$517.00

SENIORS-Sandy Milovac to Rayland, OH, on September 9, 2016, to the Fairway 4 Restaurant for a senior center outing. A county car will be used for travel.

Upon roll call the vote was as follows:

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

Commissioner Favede made the following reminders:

The Board will hold a "Town Hall" meeting at the Robinson Stage, located on the Belmont County Fairgrounds, at 1:30 p.m., Wednesday, September 7, 2016. The public is welcome to attend.

The Board will hold a Town Hall meeting on Tuesday, September 13, 2016, at 6:00 p.m. at the Martins Ferry Public Library, 20 James Wright Place, Martins Ferry, OH 43935. Public input is welcome and citizens are encouraged to attend.

IN THE MATTER OF APPROVING THE REVISION TO THE BELMONT COUNTY PERSONNEL POLICY MANUAL

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve a revision to the Belmont County Personnel Policy Manual **Section 7 CONDUCT** as follows:

1. Change policy and rename Section 7.11 to **Drug and Alcohol Policy** (Was Drug Free Workplace Policy); now includes the Ohio Medical Marijuana Law changes from the CORSA handbook.
2. Omit Section 7.12 Drug and Alcohol Use for Non-CDL Employees
3. Omit Section 7.13 CDL Alcohol and Drug Testing Policy

(Both Sections 7.12 and 7.13 are covered in part in Section 7.11 Drug and Alcohol Policy.)

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING STATUS CHANGE FOR JACKIE MARLING FROM INTERMITTENT LPN TO PART-TIME LPN/JAIL

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the status change for Jackie Marling from intermittent LPN to part-time LPN effective September 12, 2016.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ADVERTISEMENT FOR AN INTERMITTENT LPN/JAIL

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the advertisement for an intermittent LPN at the Belmont County Jail.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING SANDRA MILOVAC'S BID FOR ST. CLAIRSVILLE SENIOR CENTER DIRECTOR

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept part-time employee Sandra Milovac's bid for the open full-time St Clairsville Senior Center Director position, effective date to be determined.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTING JANE KALONICK AND JACLYN YAHN AS COUNTY PREVENTION SPECIALISTS ON THE CHILD ABUSE AND CHILD NEGLECT REGIONAL PREVENTION COUNCIL

Motion made by Mrs. Favede, seconded by Mr. Coffland to appoint Jane Kalonick, Licensed Social Worker, Southeast Inc., and Jaelyn Yahn, Health Educator, Belmont County Health Department, as County Prevention Specialists on the Child Abuse and Child Neglect Regional Prevention Council per ORC 3109.172.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTING LARRY MERRY, BELMONT COUNTY PORT AUTHORITY DIRECTOR, TO THE EASTERN OHIO DEVELOPMENT ALLIANCE (EODA) BOARD

Motion made by Mrs. Favede, seconded by Mr. Coffland to reappoint Larry Merry, Belmont County Port Authority Director, to the Eastern Ohio Development Alliance (EODA) board for a two (2) year term effective January 1, 2017 through December 31, 2018.

Upon roll call the votes was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO EXECUTE THE OAKVIEW JUVENILE RESIDENTIAL'S BUDGET REQUEST TO ODYS-COMMUNITY CORRECTIONS FACILITIES GRANT FY 2017

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize Commission President Ginny Favede to execute the Oakview Juvenile Residential Center's Budget Request to the Ohio Department of Youth Services-Community Corrections Facilities Grant for FY 2017 in the amount of \$1,174,530.00.

Ohio Department of Youth Services

GRANT AGREEMENT FOR COMMUNITY CORRECTIONS FACILITIES

This Grant Agreement is made and entered into by and between the State of Ohio, Department of Youth Service (hereinafter referred to as "Department") and the Oakview Juvenile Center (hereinafter referred to as "Grantee" located in Belmont County).

The Grantee has made application to the Department for funds made available for start up of the Facility, and has submitted a grant plan for the use of these funds. The Department approves funding for the Grantee in the sum **\$1,174,530.00** for the period beginning **July 1, 2016, and ending June 30, 2017**, subject to the terms and conditions of this agreement.

A. TERMS AND CONDITIONS:

- 1) The Grantee agrees to implement the plan as outlined in the grant application submitted by the Grantee and approved by the Department (including any conditions hereafter imposed by the Department for purposes of provisional approval), which is attached hereto as Appendix A, aid incorporated by reference.
- 2) The Grantee agrees to comply with Ohio Administrative Code Chapter 5139-61, "Community Juvenile Corrections Facilities Program Rules and Procedures" and 5139-63, "Community Juvenile Corrections Facilities Fiscal Rules and Procedures"; and Ohio Revised Code Section 5139.36, and other related sections.
- 3) The obligations of the Department under this agreement are subject to the determination of the Director that sufficient funds have been appropriated by the General Assembly to the Department for the purposes of this agreement and to the certification of the availability of such funds by Director of Budget and Management as required by R.C. 126.07.
- 4) The initial amount of funding approved by the Department under this agreement is subject to quarterly review by the Department and may be increased or reduced based upon occupancy, operational and maintenance needs of the Facility and availability of funds. Budget adjustments will not be made without this review. The Facility will be notified in writing of any change in the initial funding within 10 working days after the review of the budget. The decision of the Director shall be final and is not appealable.
- 5) The Grantee ages that it will not employ as staff, or on a contract basis, any employee of the Department.
- 6) The Grantee will make its best efforts to augment the funding received from the Department through other funding resources, including but not to: tuition reimbursement, Medicaid, NSLA, and other sources identified by the Department.
- 7) The Grantee agrees that the only youth admitted and served by the Facility shall be those who would have otherwise been committed to the Department.
- 8) The Grantee agrees that the approved funds shall only be used to support operations and maintenance costs of the Facility and shall not be used for the provision of aftercare services.

B. PROGRAM EVALUATION:

- 1) Grantee shall maintain statistical records for the grant in the format and frequency as established by the Department.
- 2) The Grantee ne shall prepare and submit to the Department a report comprised of statistical data pursuant to the Department's instructions.
- 3) The Grantee shall prepare and submit to the Department reports comprised of the statistical data set forth above based on the time frame established by the Department.

- 4) The Grantee agrees to maintain intake and assessment forms for each youth referred or placed in the Facility.
- 5) The Grantee acknowledges that failure to comply with Items (B) (1) through (4) of this Grant Agreement may result in delayed grant payments to the Grantee.

C. COMPLIANCE:

- 1) The Grantee agrees that it will cooperate with and provide any additional information as may be required by the Department to fulfill its obligation in the administration and evaluation of the community-based corrections facility and program.
- 2) Grantee understands that failure to comply with the rules of Chapter 5139.61 and 5139.63 of the Ohio Administrative Code, which are applicable under this Grant Agreement, may be cause for the Director of the Department of Youth Services to terminate further funding. Furthermore, the Grant may be terminated by the Department if:
 - a) There has been a reduction in the quality and extent of the program services.
 - b) There has been a financial or audit disclosure involving misuse of state funds.
 - c) A substantial reduction in commitments to the Department is not achieved, as indicated in the approval plan.
 - d) Program modifications by the Department are not made.
- 3) The Grantee agrees to compensate the Department for the costs of any audit performed by the Auditor of State which is deemed necessary by the Department.

D. TERMINATION

- 1) The Department shall provide written notice to the Grantee of any intention to terminate funding. This notice will be provided thirty (30) days prior to any such action being taken.
- 2) The Grantee shall have thirty (30) days following the receipt of such notice to present a request for reconsideration to the Director of the Department of Youth Services. The decision of the Director shall be final and is not appealable.
- 3) Either the Department or the Grantee may terminate this agreement without cause, by providing the other party written notification of the date of termination, which shall not be less than thirty (30) days from the date of the written notice.

E. AUTHORIZED SIGNATURES:

THE OHIO DEPARTMENT OF YOUTH SERVICES

Director FACILITY:	Date
Facility Administrator Community Correctional Facility GOVERNING BOARD (one for each member):	Date
COUNTY COMMISSIONER (Physical Plant Site): <i>Ginny Favede /s/</i>	Date 9-7-16

Upon roll call the votes was as follows:

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

IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE PROJECTS AND INFRASTRUCTURE WITH BLUE RACER MIDSTREAM, LLC /ECLIPSE ABE TROYER PIPELING

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline Projects and Infrastructure** with Blue Racer Midstream, LLC, effective September 7, 2016 for the purpose of "Pipeline Activity" at .01 miles of CR40A (Old National Road) and .1 miles of CR114 (Fairview Road) at the Eclipse Abe Troyer Pipeline.
Note: No bond needed per County Engineer Fred Bennett. Blue Racer will keep the road maintained.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Blue Racer Midstream, LLC whose address is 5949 Sherry Lane, Suite 1300, Dallas Tx. 75225 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Kirkwood Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and
WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Eclipse Abe Troyer Pipeline, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Eclipse Abe Troyer Pipeline (hereafter collectively referred to as "oil and gas development site") located in Kirkwood Township, in Belmont County, Ohio; and
WHEREAS, Operator intends to commence use of .01 miles of CR-40A (Old National Road) and .1 miles of CR-114 (Fairview Road) for the purpose of ingress to and egress from the Eclipse Abe Troyer Pipeline, for traffic necessary for the purpose of constructing pipelines and infrastructure for oil and gas wells, and completion operations at the Eclipse Abe Troyer Pipeline (hereinafter referred to collectively as "Pipeline Activity"); and
WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline Activity; and
WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;
NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Pipeline Activity, prior to the start of Pipeline Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR-40A (Old National Road), to be utilized by Operator hereunder, is that exclusive portion beginning at Fair Ave (Village of Fairview). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-40A (Old National Road) for any of its Pipeline Activities hereunder.
2. The portion of CR-114 (Fairview Road), to be utilized by Operator hereunder, is that exclusive portion beginning at CR-40A (Old National Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-114 (Fairview Road) for any of its Pipeline Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or

upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of Zero & 00/100 DOLLARS (\$0.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement

12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

15. Agreement shall be governed by the laws of the State of Ohio.

16. This Agreement shall be in effect on September 7, 2016.

Executed in duplicate on the dates set forth below.

<p><u>Authority</u></p> <p>By: <u>Matt Coffland /s/</u></p> <p>Commissioner/Trustee</p> <p>By: <u>Mark A. Thomas /s/</u></p> <p>Commissioner/Trustee</p> <p>By: <u>Ginny Favede /s/</u></p> <p>Commissioner/Trustee</p> <p>By: <u>Fred F. Bennett /s/</u></p> <p>County Engineer</p> <p>Dated: <u>9/7/16</u></p> <p>Approved as to Form: <u>David K. Liberati /s/ assist</u></p> <p>County Prosecutor</p>	<p><u>Operator</u></p> <p>By: <u>Windale McCrary /s/</u></p> <p>Printed name: Windale McCrary</p> <p>Company Name: Blue Racer Midstream, LLC</p> <p>Title: Manager-Right of Way</p> <p>Dated: <u>8/31/2016</u></p>
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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 SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR BRIAN W. & EMILY R. SELLERS/BELOMAR

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for **Brian W. & Emily R. Sellers**, for a mortgage deed dated January 27, 2016 as recorded in Volume 0602, pages 861-863 in the Belmont County Recorder's Office based upon the recommendation of Rick Healy, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated January 27, 2016 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0602 at pages 861-863, and executed by Brian W. & Emily R. Sellers, to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

9/7/16
Date

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL FROM APOLLO PRO CLEANING AND RESTORATION FOR CARPET CLEANING AND FLOOR STRIPPING/WAXING/ NORTHERN-EASTERN DIVISIONAL COURTS BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the proposal dated August 25, 2016 from Apollo Pro Cleaning and Restoration in the amount of \$1,400.00 for carpet cleaning and floor stripping/waxing at the Belmont County Northern – Eastern Divisional Court building in Bellaire.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAYMENT OF INVOICE FOR GREENCORE DESIGNS, INC/SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the payment of Invoice #14-019.12 (Pay Request #12) for GreenCore Designs, Inc., in the amount of \$9,745.07 (\$5,152.50 lump sum for Construction Administration, plus reimbursables) for the Senior Services of Belmont County - Community Building, Project Number 14-019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING EXECUTION OF PAY REQUEST#11 FROM VENDRICK CONSTRUCTION, INC/SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mrs. Favede seconded by Mr. Coffland to approve the execution of Pay Request Number 11 from VendRick Construction, Inc., in the amount of \$536,949.90 for the Senior Services of Belmont County - Community Building, Project # 14-019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS FOR HARDWARE AND INSTALLATION OF SECURITY AND COMMUNICATION SYSTEMS/SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids for the hardware and installation of security and communication systems at the new Senior Services of Belmont County – Community Building.

BELMONT COUNTY COMMISSIONERS
LEGAL NOTICE

Advertisement for Invitation for Bids

Notice is hereby given that the Belmont County Board of Commissioners is accepting sealed bids for **the hardware and installation of security and communication systems at the new Senior Services of Belmont County – Community Building**, located at 67650 Oakview Drive, St. Clairsville, Ohio 43950. Specifications for this project may only be obtained during a mandatory pre-bid meeting scheduled for September 22, 2016 at NOON at the construction site at 67650 Oakview Drive.

Bids are to be addressed to the Belmont County Commissioners at the address below with the bidder and project names marked on the outside of the envelope. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Belmont County Commissioners' Meeting Room at the time & date listed below. Bidders are invited to attend the sealed bid opening but are not required to do so.

BID NAME: Hardware and installation of security and communication systems at the new Senior Services of Belmont County – Community Building
DUE DATE/TIME: October 5, 2016 at 9:30 a.m.
MAIL OR DELIVER TO: Belmont County Commissioners
101 West Main Street
St. Clairsville, Ohio 43950

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 bid 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.

Questions can be e-mailed to Danny D. Popp, Architect/Owner's Representative, at DDPArchs@aol.com, with the subject of "SSOBC RFP QUESTIONS."

BY ORDER OF THE BOARD OF COMMISSIONERS
OF BELMONT COUNTY, OHIO
Jayne Long /s/
JAYNE LONG, CLERK OF THE BOARD

Times Leader Advertisement: September 13 and 20, 2016

Upon roll call the vote was as follows:

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

Bid Award- Masonry Repair, Painting and Roof Repairs to Belmont County Courthouse

Chris Widener, WDC Group, gave an update on bids received last week in the bidding process. Twenty-eight notices were sent out for bid invites to trade groups in the region. Thirty-two companies attended the pre-bid meeting. WDC Group recommends Coon Restoration & Sealants, Inc., for the project. Their references were contacted and they completed a complete AIA contractor qualification in their bid, as requested at the pre-bid meeting. They also included qualification statements for the two prime subcontractors because they bid a combination bid. The two prime contractors are Phoenix Technologies, for the painting, and Durable Slate, for the roofing and sheet metal. Coon Restoration has excellent prior work references. The base bid was \$1,775,500.00. WDC Group also recommended Coon Restoration for Alternate #1 (Wall & sidewalk removal), bid \$70,000.00 and Alternate #2 (Mortar joints-100% replacement), bid \$184,000 for a combined bid of \$2,029,500.00. An aggressive timeline was proposed and outlined by Coon Restoration; they will be starting work in September.

IN THE MATTER OF AWARDING A COMBINATION BID TO COON RESTORATION & SEALANTS, INC., FOR COURTHOUSE EXTERIOR MASONRY REPAIR, PAINTING, AND ROOF REPAIRS

Motion made by Mrs. Favede, seconded by Mr. Coffland to award a combination bid to Coon Restoration & Sealants, Inc., Louisville, Ohio for the Belmont County Courthouse exterior masonry repair, painting, and roof repairs, based upon the recommendation of Christopher Widener, Project Architect, WDC Group, as follows:

- Base Bid-\$1,775,500.00 (Bid packages 4A-Masonry, 5A-Sheet Metal Repair, 7A-Roofing, 9A-Painting)
- Alternate #1-\$70,000 Wall/Sidewalk Removal
- Alternate #2-\$184,000 Mortar Joints 100% Replacement

Note: Architect's Base Bid estimate was \$1,802,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AGREEMENT WITH COON RESTORATION & SEALANTS, INC., FOR MASONRY REPAIR, PAINTING AND ROOF REPAIRS TO COURTHOUSE AND AUTHORIZE COMMISSION PRESIDENT TO SIGN AGREEMENT AND NOTICE OF AWARD

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into agreement with Coon Restoration & Sealants, Inc. in the amount of two million, twenty-nine thousand, five hundred dollars and zero cents (\$2,029,500.00), for the masonry repair, painting and roof repairs to the Belmont County Courthouse and authorize Commission President Ginny Favede to sign the agreement and Notice of Award on behalf of the Board.

Standard Form of Agreement Between Owner and Contractor for a residential or Small Commercial Project

AGREEMENT made as of the Seventh day of September in the year Two Thousand Sixteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Board of Commissioners of Belmont County, Ohio

101 West Main Street

St. Clairsville Ohio 43950

Telephone Number: 740.699.2155

and the Contractor.

(Name, legal status, address and other information)

Coon Restoration & Sealants, Inc

7349 Ravenna Ave NE

PO Box 259

Louisville Ohio 44641

Telephone Number: 330-875-2100

Fax Number: 330-875-1721

for the following Project:

(Name, location and detailed description)

Masonry Repair, Painting, and Roof Repairs

Belmont County Courthouse

101 W. Main Street

St. Clairsville Ohio 43950

The Architect.

(Name, legal status, address and other information)

WDC Group LLC

23 S Center St

Springfield, Ohio 45502

Telephone Number: 937.325.9991

Fax Number: 937.325.9991

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
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- ARTICLE 1 THE CONTRACT DOCUMENTS**

§1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
 .2 the drawings and specifications prepared by the Architect dated and enumerated as follows:

Drawings:

Number	Title	Date
<u>As per Exhibit B</u>		

Specifications

Section	Title	Date
<u>As per Exhibit A</u>		

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
<u>1</u>	<u>August 25, 2016</u>	<u>29</u>
<u>2</u>	<u>August 26, 2016</u>	<u>3</u>

- .4 written orders for changes in the Work issued after execution of this Agreement; and
 .5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than () calendar days from the date of commencement subject to adjustment as provided in Article 10 and Article 11.

(Insert the date of commencement, if it differs from the date of this Agreement.)

As per Project Manual and Specifications

ARTICLE 3 CONTRACT SUM

§3.1 Subject to additions and deductions in accordance with Article 10 the Contract Sum is:

Two Million Twenty-nine Thousand Five Hundred Dollars and Zero Cents (\$ 2,029,500.00)

§3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work.

(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value
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§3.3 Unit prices, if any, are as follows:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per unit (\$0.00)
<u>General Labor (4A)</u>	<u>Per Hour</u>	<u>\$90.00</u>
<u>Skilled Mason Labor (4A)</u>	<u>Per Hour</u>	<u>\$95.00</u>
<u>Dumpster</u>	<u>Per Dumpster</u>	<u>\$600.00</u>
<u>General Labor (5A)</u>	<u>Per Hour</u>	<u>\$105.00</u>
<u>Skilled Metalworker Labor (5A)</u>	<u>Per Hour</u>	<u>\$105.00</u>
<u>General Labor (7 A)</u>	<u>Per Hour</u>	<u>\$105.00</u>
<u>Skilled Roofer Labor (7 A)</u>	<u>Per Hour</u>	<u>\$105.00</u>
<u>General Labor (9A)</u>	<u>Per Hour</u>	<u>\$65.00</u>
<u>Skilled Painter Labor (9A)</u>	<u>Per Hour</u>	<u>\$75.00</u>

§3.4 Allowances included in the Contract Sum if any, are as follows:

(Identify allowance and state exclusions, if any, from the allowance pre.)

Item	Price
<u>Allowance #1-Labor Hours (4A)</u>	<u>\$18,500.00</u>
<u>Allowance #2-Dumpsters (4A)</u>	<u>\$6,000.00</u>
<u>Allowance #3-Owner's Discretion (4A)</u>	<u>\$10,000.00</u>
<u>Allowance #4-Labor Hours (5A)</u>	<u>\$10,500.00</u>
<u>Allowance #5-Owner's Discretion (5A)</u>	<u>\$5,000.00</u>
<u>Allowance #6-Labor Hours (7A)</u>	<u>\$10,500.00</u>
<u>Allowance #7-Owner's Discretion (7A)</u>	<u>\$2,500.00</u>
<u>Allowance #8-Labor Hours (9A)</u>	<u>\$14,000.00</u>
<u>Allowance #9-Owner's Discretion (9A)</u>	<u>\$10,000.00</u>

§3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate #1 in the amount of \$70 000.00

Alternate #2 in the amount of \$184 000.00

§3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

As per Project Manual and Specifications

§4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof at the legal rate prevailing at the place of the Project.

As per Project Manual and Specifications %

ARTICLE 5 INSURANCE

§5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

(Insert specific insurance requirements and limits.)

Type of insurance	Limit of liability (\$0.00)
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As per Project Manual and Specifications

§5.2 The Owner shall provide property insurance to cover the value of the property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their, subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their. agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omission discovered to the Architect.

§8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§8.4 LABOR AND MATERIALS

§8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§8.7 PERMITS, FEES AND NOTICES

§8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Document with such governmental laws, rules and regulations.

§8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§9.3 The Architect will not have control over or charge of, and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§12.2 APPLICATIONS FOR PAYMENT

§12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall to the best of the Contractor's knowledge, information and belief be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's Interests.

§12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§12.4 PROGRESS PAYMENTS

§12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§12.5 SUBSTANTIAL COMPLETION

§12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§12.6 FINAL COMPLETION AND FINAL PAYMENT

§12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§15.2 TESTS AND INSPECTIONS

§15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of regulations, or lawful orders of public authorities.

§15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16 TERMINATION OF THE CONTRACT

§16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§16.2 TERMINATION BY THE OWNER FOR CAUSE

§16.2.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. is otherwise guilty of substantial breach of a provision of the Contract Documents.

§16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

17.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by non-binding mediation in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) currently in effect unless the parties mutually agree otherwise. Claims, disputes, or other matters in question following this process will be determined by binding arbitration in accordance with AAA rules.

17.2 All parties are hereby notified that in the event the original Contractor cannot maintain the Job Schedule as set out in this Agreement, the Owner has the right to add additional Contractors to complete the work or if the work is not of a professional quality, the Owner additionally has the right to have another Contractor finish or fix said work at the cost of the original Contractor.

17.3 The Contractor to hold both the Owner and Architect harmless from any damages or liability caused by errors or omissions of the Contractor.

17.4 Right of Offset - If actions by Contractor damage other work on the Project or leave the work uncompleted as discussed in the contract schedule, the Owner may, following proper notice, withhold payment in the amount necessary to have proper work completed to a level of quality existing in the rest of the Project. Contractor waives rights of lien associated with non-payment due to offset actions by Owner.

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

As the above stated Contractor, I attest that we have not:

- 1) Scaled these contract documents to determine quantities for bids, as we have field verified and taken our own dimensions to determine the quantities for our bid. SC (initials)
- 2) We believe all the scales noted on the drawings are correct, so as to give us an "intent" of what is to be bid. We have not relied on any other dimensions than what are noted in text and dimension lines. SC (initials)
- 3) We have thoroughly read the contract documents and have asked any and all questions we had on the intent of the scope of work, or supposed errors and omissions contained in these drawings, during the bid process and prior to signing this contract.
- 4) We will not be asserting a claim for additional time or money associated with the three issues listed above. SC (initials)
- 5) By executing this Agreement, I Shawn Coon do state on behalf of Coon Restoration & Sealants, that our company believes it has accurately interpreted the contract documents and have asked for clarification and received satisfactory response for all items not thoroughly addressed or appeared to be conflicting in the Contract Documents and have found all stipulations and requirements contained in this Agreement are as stated in the bid specifications and are enforceable according to Ohio Law, including but not limited to the Owner's right of offset, and the Owner's right to assess liquidated damages for work not completed according to the milestones listed on the project schedule contained in the contract documents.

Ginny Favede /s/
 OWNER (Signature)
 101 West Mam Street
 St. Clairsville Ohio 43950
 (Printed name, title and address)

Shawn Coon /s/
 CONTRACTOR (Signature)
 Shawn Coon Vice-President 7349 Ravenna
 (Printed name, title and address)
 LICENSE NO.

NOTICE OF AWARD

TO: Coon Restoration & Sealants, Inc
 7349 Ravenna Ave NE
 PO Box 259
 Louisville, Ohio 44641

PROJECT: Masonry Repair, Painting, and Roof Repairs
 Belmont County Courthouse
 101 West Main Street
 St. Clairsville, Ohio 43950

OWNER: Board of Commissioners of Belmont County, Ohio
 101 West Main Street
 St. Clairsville, Ohio 43950

September 7, 2016

The OWNER has considered the BID submitted by you on August 31, 2016 for the above described WORK in response to its advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for:

A Combination Bid for Bid Packages #4A - Masonry, #5A - Sheet Metal Repair, #7A - Roofing, and #9A - Painting	\$1,775,500.00
Alternate #1	\$70,000.00
Alternate #2	\$184,000.00
Including Allowance #1 – Labor Hours (4A) (\$18,500.00)	
Including Allowance #2 – Dumpsters (4A) (\$6,000.00)	
Including Allowance #3 – Owner’s Discretion (4A) (\$10,000.00)	
Including Allowance #4 – Labor Hours (5A) (\$10,500.00)	
Including Allowance #5 – Owner's Discretion (5A) (\$5,000.00)	
Including Allowance #6 – Labor Hours (7A) (\$10,500.00)	
Including Allowance #7 – Owner's Discretion (7A) (\$2,500.00)	
Including Allowance #8 – Labor Hours (9A) (\$14,000.00)	
Including Allowance #9 – Owner's Discretion (9A) (\$10,000.00)	
Total Contract Amount:	\$2,029,500.00

Accepted alternates are as follows: Alternates #1 and #2

Rejected Alternate is as follows: Alternate #3

You are required by the information for BIDDERS to execute the Agreement and furnish the required Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said requirements within 10 days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the ARCHITECT.

Dated this Seventh Day of September 2016.

Owner: Board of County Commissioners of Belmont County, Ohio
Name: Ginny Favede
Title: President
Signature: *Ginny Favede /s/*

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ on this _____ day of _____, 2016.

Name: _____
Title: _____
Signature: _____

cc: CONTRACTOR's Surety
Surety' Agent

END OF NOTICE OF AWARD

Upon roll call the vote was as follows:

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

Discussion-Mr. Thomas noted he attended the St. Clairsville Planning Commission meeting yesterday with Mr. Widener to let the city know the work that was going to be done, per their zoning ordinance. The Planning Commission did approve the plan and we are good to proceed. Mr. Thomas said in regard to Coon Restoration, their most recent work nearby, is in Harrison County, Cadiz. They did similar renovations to their courthouse. The Harrison County Commissioners were very satisfied with the work done. Mrs. Favede said she is thrilled, this has long been needed. She said the Board of Commissioners planned and saved for this. Casino Revenue funds will be used for the project. Mrs. Favede said the courthouse is the “crown jewel” of Belmont County and it’s with pride we acknowledge this work. Mr. Coffland said, “A lot of renovations have been done throughout the courthouse; it’s the peoples’ house and our job to take care of it.” Mr. Thomas said, at this point, the Commissioners are intent on spending no taxpayer dollars on this job. The casino money comes from the casinos, not the taxpayers.

9:30 Public Hearing-Road Improvement #1148

Re: Vacation Multiple Roads and Alley in Loomis

Present: Terry Lively, Deputy Engineer, Will Eddy, Drafting Tech, Robert DeFrank, Times Leader and property owners. Mr. Eddy reviewed maps. He said the vacation is for two roads and an alley which were platted and never developed. Petitioner and Goshen Township Trustees agreed on a cul-de-sac being put in. Present at the viewing were Fred Bennett, County Engineer; Terry Lively, Deputy Engineer; Will Eddy, Drafting Tech; Commissioner Matt Coffland; Scott Templeton, Petitioner; Shawn Thompson and Bruce Miller, Goshen Township Trustees. There was no opposition at the viewing.

**REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06
ROAD IMP # 1148**

**IN THE MATTER OF
THE VACATION OF MULTIPLE ROADS AND ALLEY IN LOOMIS
GOSHEN TWP. SEC-6, T-7, R-5**

DATE: September, 6 2016

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

The undersigned, in obedience to your order, dated **September, 6 2016** proceeded on the **September, 7 2016** to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

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

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

An accurate and detailed description of the proposed improvement describing therein the centerline and right-of-way lines follow:
"See Attached Plat"

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement is granted

Fred F. Bennett /s/
Fred. F. Bennett P.E. P.S.
COUNTY ENGINEER OF BELMONT CO, OH

**IN THE MATTER OF THE VACATION OF
MULTIPLE ROADS AND ALLEY IN LOOMIS
GOSHEN TWP. SEC. 06, T-7, R-5/RD IMP 1148**

Office of County Commissioners
Belmont County, Ohio

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

Rd. Imp. #1148

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 7th day of September, 2016 in the office of the Commissioners with the following members present:

- Mrs. Favede
- Mr. Coffland
- Mr. Thomas

Mrs. Favede moved the adoption of the following Resolution:

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

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

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

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

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

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

- | | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Thomas | Yes |

Adopted the 7th day of September, 2016

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:40 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into executive session with Katie Bayness, HR Administrator, 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 9:45 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to exit executive session at 9:45 a.m.

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 TAKEN

Break till noon at Belmont County Fair for Ribbon Cutting and Town Hall meeting.

**Reconvened Friday, September 9, 2016 at 9:50 a.m. Present: Commissioners Coffland and Thomas and Clerk Jayne Long.
Absent: Commissioner Favede**

**IN THE MATTER OF APPROVING QUOTE FROM
CARNEY & SLOAN, INC./JAIL**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve Quote Number 11561 from Carney & Sloan, Inc., in the amount of \$6,283.95 for all labor and materials necessary to repair the Norlake walk-in freezer at the Belmont County Jail.

Upon roll call the vote was as follows:

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

September 7, 2016

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn the meeting.
Upon roll call the vote was as follows:

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

Read, approved and signed this 14th day of September, 2016.

Mark A. Thomas /s/_____

Ginny Favede /s/_____ COUNTY COMMISSIONERS

Matt Coffland /s/_____

We, Ginny Favede 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.

Ginny Favede /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK