

St. Clairsville, Ohio

November 16, 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 \$2,101,275.36

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:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0011-A001-B09.003 PERS	\$ 9,575.00

H10 CSEA ADMINISTRATION FUND

FROM	TO	AMOUNT
E-2600-H010-H12.006 Hospitalization	E-2600-H010-H01.002 Salaries	\$5,000.00
E-2600-H010-H12.006 Hospitalization	E-2600-H010-H07.003 PERS	\$2,000.00

S33 DISTRICT DETENTION HOME FUND/SARGUS

FROM	TO	AMOUNT
E-0910-S033-S40.000 Medical	E-0910-S033-S39.000 Food Service	\$4,000.00

W80 PROSECUTOR'S VICTIM ASSISTANCE FUND

FROM	TO	AMOUNT
E-1511-W080-P02.010 Supplies	E-1511-W080-P04.000 Other	\$13.95
E-1511-W080-P03.000 Travel	E-1511-W080-P04.000 Other	\$57.51

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

L01 SOIL CONSERVATION FUND TO L05 WATERSHED COORDINATOR GRANT FUND/BSWCD

FROM	TO	AMOUNT
E-1810-L001-L01.002 Salaries	R-1815-L005-L05.574 Transfers In	\$3,000.00

VARIOUS FUNDS TO THE P59 WATER AND SEWER DEVELOPMENT FUND/BCSSD

FROM	TO	AMOUNT
E-3704-P051-P16.074 Transfers Out	R-3709-P059-P05.574 Transfers In	\$2,107.62
E-3705-P053-P16.074 Transfers Out	R-3709-P059-P05.574 Transfers In	\$8,975.33

S66 BOARD OF DEVELOPMENTAL DISABILITIES FUND TO VARIOUS FUNDS/BOARD OF DD

FROM	TO	AMOUNT
E-2410-S066-S84.074 Transfers Out	R-2411-S067-S11.574 Transfers In	\$500,000.00
E-2410-S066-S84.074 Transfers Out	R-2412-S068-S08.574 Transfers In	\$1,000,000.00
E-2410-S066-S84.074 Transfers Out	R-2413-S069-S05.574 Transfers In	\$1,000,000.00

T10 WATER AND SEWER GUARANTEE DEPOSIT FUND TO OTHER VARIOUS FUNDS/BCSSD

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3701-P003-P15.574 Transfers In	\$228.39
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$729.43
E-3711-T010-T04.074 Transfers Out	R-3704-P051-P08.574 Transfers In	\$209.15
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$302.74
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$166.65

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.

2015 CLOSED PO/GENERAL FUND-

N83 FAIRGROUNDS SEWER PROJECT FUND

PO# 521256	E-9083-N083-N04.011	Contract Services	\$5,200.00
PO# 521257	E-9083-N083-N05.013	Contract Services	\$31,843.47

REFUND/CANCELLED CONFERENCE REGISTRATION-BAYNESS-\$199.00 deposited into R-050-A45.500 on 11/10/16.

Refund for pre-payment of cancelled conference registration for K. Bayness

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated November 16, 2016, 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 to order.

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:

DJFS-Jim Kapolka to Columbus, OH, on December 7-8, 2016, to attend the Ohio Child Care Licensing/training. A county vehicle will be used for travel. Estimated expenses: \$149.00

SENIORS-Tish Kinney to Cambridge, OH, on December 12, 2016, for a senior outing to attend the Christmas light show. Sue Neavin to Wheeling, WV, on December 20, 2016, for a senior outing to attend the Christmas light show. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of November 9, 2016.

Upon roll call the vote was as follows:

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

Commissioner Favede made the following announcement:

- Week of Thanksgiving-Meeting will be held on **TUESDAY**, November 22 at 9:00 a.m.
 - Wednesday, December 7-Meeting will convene at **11:30 a.m.** instead of 9:00 a.m. due to Project Best Holiday Breakfast Meeting
- All other meetings will be held on Wednesdays at 9:00 a.m. as usual.**

IN THE MATTER OF ENTERING INTO CONTRACT WITH KUCERA INTERNATIONAL INCORPORATED FOR AERIAL MAPPING SERVICES/GIS DEPT.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into contract with Kucera International Incorporated, in the amount of \$48,000.00, for aerial mapping services for the Belmont County GIS department.

Note: \$24,000 to be paid in 2017 and \$24,000 to be paid in 2018.

C O N T R A C T A G R E E M E N T

**KUCERA INTERNATIONAL INCORPORATED
AERIAL PHOTOGRAPHY - DIGITAL PHOTOGRAMMETRY - GIS SERVICES**

MAIN OFFICE:	38133 Western Parkway	Willoughby, Ohio 44094	(440) 975-4230
BRANCH OFFICES:	3889 Grove City Road	Grove City, Ohio 43123	(614) 539-3925
	110 W Reynolds St., Suite 207	Plant City, Florida 33563	(813) 754-9247
	1121 Boyce Road, #3100	Pittsburgh, Pennsylvania 15241	(724) 942-2881

This Agreement is made this 16th day of November, 2016, between the Belmont County Commissioners, 101 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as the County," and Kucera International Inc., an Ohio corporation, 38133 Western Parkway, Willoughby, OH 44094, hereinafter referred to as the "Consultant."

WHEREAS, the County desires to engage the Consultant to provide professional aerial mapping services as described in the County's request dated August 22, 2016 and in accordance with similar services previously completed for the County.

WHEREAS, the Consultant desires to render those services as described in Section 1: Scope of Services;

NOW, THEREFORE, the County and the Consultant in consideration of the mutual covenants contained herein agree as follows:

SECTION 1: SCOPE OF SERVICES

A. The Consultant will provide to the County professional aerial mapping/photogrammetric services which will consist of digital aerial photography, aerial lidar surveying, ground control surveying, aerotriangulation, and digital orthophoto mapping covering a designated area of approximately 583 square miles, based on full 2,500 foot grid tile coverage.

The digital aerial photography will be captured in 4-band (color and infrared) at a 0.5' (6") or higher image resolution. The aerial lidar survey will be performed simultaneously with the aerial photo capture and used to capture a digital elevation model (DEM) supporting orthoimage rectification. The control survey and aerotriangulation will be used to accurately georeferenced the captured aerial data. The digital orthophotography will be furnished in 3-band color form as uncompressed GeoTIFF tiles and as a compressed SID mosaic. The data deliverables will include FGDC-compliant project level metadata.

A record of correspondence and specification sheet for the project are attached hereto as Exhibits A and B, respectively.

SECTION 2: DEFINITION OF TERMS

A. **Contract Officer** - shall refer to the duly designated County official charged with general administration and coordination of matters related to this Agreement on behalf of the County.

B. **Project Coordinator(s)** - shall refer to the County's designated person or persons who will serve as primary points of contact and be responsible for coordinating all aspects of work to be performed with the Consultant's assigned Project Manager.

C. **Chief Administrator** - shall refer to an official of the Consultant charged with general administration and coordination of matters related to this Agreement.

D. **Project Manager** - shall refer to the person assigned by the Consultant to serve as the Consultant's primary point of contact, with responsibility for oversight of the Consultant's work, reporting the status of the work, and otherwise coordinating with the County Project Coordinator.

E. **Project Area(s)** - shall refer to the areas designated for which the Consultant shall perform the services referenced and described in this Agreement.

F. **Work/Deliverables** - shall refer to all data provided to the County corresponding to the contracted services and described herein, e.g., imagery, reports, digital mapping, etc.

G. **Delivery** - shall refer to transmittal of data corresponding to the contracted services from the Consultant to the County.

H. **Acceptance** - shall refer to the County's written or verbal acknowledgment of approval of deliverables submitted and associated series performed by the Consultant.

SECTION 3: RESPONSIBILITIES OF THE COUNTY

- A. The County shall assign a Project Coordinator(s) with the authority to review and approve materials and deliverables submitted by the Consultant and to act as liaison between the County and Consultant.
- B. The County shall within a reasonable time frame review any samples or deliverables and approve or comment on same.
- C. The County shall within a reasonable time after a request is received from Consultant answer or address any unforeseen questions that may arise during the course of the work to be performed by Consultant.
- D. The County shall provide any County-designated source data or support to the Consultant required to complete the project work.
- E. The County at its expense shall pay for the shipment of any materials to the Consultant.

SECTION 4: RESPONSIBILITIES OF THE CONSULTANT

- A. The Consultant agrees to perform in a professional manner all of the services outlined in Section 1: Scope of Services and as further described in Exhibits A and B.
- B. The Consultant agrees that no changes shall be made in the services outlined in Section 1: Scope of Services and/or Exhibits A and B without the express written prior consent and Agreement of the County and the Consultant.
- C. The Consultant shall be fully responsible for the technical adequacy and accuracy of the work. No action by the County in its review, approval and/or acceptance or by any payment made hereunder shall be construed as a waiver of the technical adequacy and accuracy of the Consultant's work.
- D. The Consultant shall assign to the work a Project Manager whose duties will be to oversee and coordinate the work with the County's Project Coordinator(s) and make regular status reports to the County.
- E. The Consultant shall pay for the shipment of all deliverables and materials to the County.
- F. The Consultant shall begin to perform the services upon receipt of the County's notice to proceed signed by the Contract Officer or designee of the same and shall complete such work as outlined in Section 5: Time of Completion.
- G. The Consultant will retain a backup copy of all significant interim and final data produced for the contract, e.g., raw aerial imagery, updated DEM, digital orthophoto imagery, etc.

SECTION 5: TIME OF COMPLETION

The Consultant agrees to complete the project work according to the following schedule:

<i>Phase</i>	<i>Start</i>	<i>Complete</i>
Project initiation	3/1/17	3/15/17
Ground control survey	3/15/17	3/31/17
Aerial flyover	3/25/17	4/15/17
Aerial data processing and review	4/15/17	5/15/17
Aerotriangulation and DEM production	5/15/17	7/30/17
Pilot project	8/1/17	8/30/17
Uncompressed orthoimagery	9/1/17	9/30/17
Compressed orthoimagery	10/1/17	10/15/17
Metadata	10/15/17	10/30/17

The contract work shall be completed by October 2017, with the exception of add-on work mutually agreed to be subsequently completed and any revisions or additions to the work required for contract compliance determined subsequent to completion/delivery.

Consultant agrees to exercise reasonable care and diligence in anticipating potential problems and delays in completing the work. Such care shall include anticipating and making provision for loss of critical employees, normal failure of equipment, and other such schedule-disrupting occurrences normally experienced and reasonably capable of being anticipated by like organizations.

Extensions of time may be granted by the County upon written request of the Consultant, provided such request is made prior to the expiration of this Agreement, do not involve acts of failure by Consultant to exercise reasonable care and diligence as noted above, and are based on documented evidence of need under one or more of the following criteria:

1. Any required aerial photo reflights which may be necessary and cannot be completed during the calendar year in which the Project Area work is authorized.
2. Delays by the County in providing notices to proceed, County-designated source data, or review/acceptance of the Consultant's work.
3. Significant changes in the scope of work/project parameters which affect scheduling.
4. Acts of nature or other conditions or circumstances beyond the control of the Consultant which are not due to its negligence or that of its employees, agents or assigns, but which affect the Consultant's ability to perform.

SECTION 6: PROGRESS REPORTS

Following the first day of execution of this Agreement, the Consultant shall submit reports of progress at least monthly which describe work completed up to the date of such report.

SECTION 7: DELIVERY OF WORK/DELIVERABLES

Consultant shall certify to the County when the work or any portion thereof has been completed and products of such work have been delivered to the County for inspection.

SECTION 8: INDEPENDENT CONTRACTOR STATUS

The status of the Consultant under this Agreement with respect to the services to be performed by the Consultant hereunder shall be that of "independent contractor." Nothing herein shall be construed to create an employer/employee relationship between the County and the Consultant or any other subconsultant hired by the Consultant.

SECTION 9: COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, the County shall have the right to annul this Agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, percentage, brokerage fee, gifts, or contingent fee.

SECTION 10: INSURANCE

Consultant shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect Consultant and the County from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under this Agreement, whether such operations be by Consultant or any subconsultants, or by anyone directly or indirectly employed by either of them.

Consultant shall also take out and maintain for the term of this Agreement the following coverages: \$2 million general aggregate general liability; \$1 million combined single limit automobile liability; \$3 million aircraft insurance; \$5 million excess liability; statutory workers' compensation liability; and professional liability in the amount of not less than \$1 million. The County, its elected and appointed officials and employees are to be named as additional insureds.

All insurance coverages required in this Agreement shall be maintained in force for one (1) year after final payment of purchases made thereunder. The Consultant shall provide the County with certificates of insurance on all policies required under this Agreement prior to the start of work.

All insurance policies shall be issued by responsible companies who are acceptable to the County. The Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy will not be canceled, reduced, restricted, or limited until thirty (30) days after the County has been notified in writing by registered or certified mail, return receipt requested. Certificates of insurance shall contain transcript from the proper office of the insurer, the location, the operations to which the insurance applies, the expiration date, and the above-indicated notification clause.

SECTION 11: WARRANTY

The Consultant, by signing this Agreement, acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The County will not be responsible for any alleged misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Consultant serves as its stated commitment to fulfill all the conditions referred to in this Agreement.

Consultant warrants that the work performed and deliverables provided under this Agreement shall conform to the project specifications and the relevant recognized standards and procedures of the aerial mapping profession, including ASPRS Class 1 Accuracy Standards as applicable. The work shall be of high quality, and within the tolerances allowed by the project specifications and standards. If the Consultant is notified in writing by the County of a discrepancy, deficiency, inaccuracy, or fault in the work, within thirty (30) days of such notice the Consultant shall re-perform such portions of the work necessary to correct the fault. If the fault requires a repeat of the aerial flyover of the project area, the repeat flyover will be performed at the first available opportunity at a time of the year mutually agreed upon with and approved by the County. All rework shall be made at no additional cost to the County.

The warranty will apply indefinitely for major errors/defects found in Consultant's mapping and for one year from the time of final data delivery for cosmetic/minor revisions and replacement of lost data files previously documented to be delivered. The Consultant shall not be liable for secondary, incidental or consequential damages of any nature resulting from any work properly performed under this Agreement.

SECTION 12: INSPECTION AND CORRECTION

The Consultant shall correct any major defects/errors in the work found following the County's review period, and shall make accessible to the County any information, data, materials and processes the County deems reasonably necessary to evaluate and confirm the accuracy and quality of Consultant's work. The Consultant shall not be liable for any expense of the County's review or inspection processes.

The County shall promptly following its inspection notify the Consultant of the nature of any work deemed non-acceptable. Upon such notification Consultant shall within sixty (60) days replace, modify or adjust its work to meet specifications, at its expense. Work shall be considered acceptable to the County if indicated as such by the absence of other notification.

SECTION 13: ACCEPTANCE

The County shall give written notice of its acceptance or non-acceptance of work to Consultant within a 90-day review period. If no such notice is given to the Consultant, the work shall be deemed accepted by the County, subject to the Consultant's warranty.

SECTION 14: OWNERSHIP AND USE OF PROJECT DATA

A. The Consultant hereby understands and acknowledges that any and all information gathered, generated and delivered to the County as outlined in the Scope of Services is for the exclusive use and benefit of the County, and shall be the sole property of the County and that such information shall not be disseminated by the Consultant without the express written consent of the County.

B. All information, data, designs, plans, drawings, maps, imagery, specifications or other work furnished to or developed for the County by the Consultant, its employees, agents, or assigns, pursuant to this Agreement, shall be the sole property of the County, and all rights therein are reserved by the County. The Consultant, its assigns, employees, or agents shall not provide any imagery or map data developed under this Agreement to any party other than the County without the County's consent.

C. During the course of the work, the Consultant, upon the express written consent of the County, may fill requests by non-County agents, business entities or individuals for services/products from the project data which are not part of this Agreement. Should this occur, the Consultant shall charge a reasonable fee for its service and at the County's option will credit the County an agreed upon percentage of such fees.

D. Upon the completion of the work, the County may at its option enter into a contract with the Consultant to supply products and services which the County may not be equipped to furnish to non-County agencies or individuals. The Consultant will as needed furnish a list of products and services over and above those furnished to the County along with fees for such products and services, and the County may direct the Consultant to charge such fees for them, as the County deems appropriate.

E. The Consultant hereby agrees to maintain one copy of all information gathered, generated and delivered within its office in digital computer file form to serve as a backup to the data furnished to the County. Should the County suffer the loss of any of its data the Consultant agrees to replace same from its files at a reasonable fee for a period of ten years.

E. The County shall be entitled to rely on the technical accuracy of the data furnished by the Consultant with the understanding that the Consultant is not responsible for alterations made to and/or improper interpretation/use of the data by the County.

SECTION 15: COPYRIGHTS AND DISCLAIMERS

A. Copyright and title to all final deliverable products (e.g., aerial imagery, digital orthophotography) shall pass from the Consultant to the County upon the County's payment for the deliverables.

B. Use by an outside party of the project data while in the Consultant's possession shall require advance approval from the County.

C. If the project data is to be made available by the County for use by outside entities, the County and Consultant shall prior to entering an Agreement with said outside entity prepare a statement/disclaimer as to its proper use/interpretation for the protection of both the County and Consultant.

SECTION 16: COMPENSATION FOR CONSULTANT'S SERVICES

In consideration for the services performed hereunder, Consultant shall be paid the following by project phase:

1. Aerial photo and lidar flyover, control survey and Aerotriangulation, DEM preparatory	\$24,000
2. Digital orthophotography and metadata	24,000
Total Contract Amount	\$48,000

The fees listed above include all ancillary services/products required for each cost item as defined in Exhibits A and B. Optional services will only be performed by the Consultant with written authorization of the County at mutually agreed cost.

SECTION 17: INVOICING

Phase 1 of the contracted services shall be invoiced as completed in the County's 2017 budget year. Phase 2 of the contracted services shall be invoiced in the County's 2018 budget year. The County agrees to review and process/pay the Consultant's invoice within thirty (30) days of receipt. If an invoice is validly disputed by the County or otherwise found to be in error, the invoice will be voided and a new invoice submitted at the agreed amount with a new thirty (30) day payment period.

SECTION 18: PRICE GUARANTEE

The fees quoted for work contracted for by the County as part of this Agreement, or quoted by the Contractor for additional services during the course of this Agreement shall be applicable until December 31, 2017. Should the County defer any portion of the originally specified work beyond this date, the fee for such work deferred may be adjusted by the Consumer Price Index (CPI) for the prior year or other mutually agreed upon factor.

SECTION 19: COMPLIANCE WITH THE LAW

A. The Consultant under this Agreement is an equal opportunity employer and shall conduct all contract activities without regard to race, color, national origin, sex, sexual orientation, religion, age, and other such contract participant characteristics to the extent that such do not interfere with satisfactory contract performance.

B. The Consultant shall at all times observe and comply with all applicable statutes, ordinances, rules and regulations of federal, state and local governments in effect at the execution of this Agreement.

SECTION 20: TERMINATION

This Agreement shall terminate upon the County's acceptance of and payment for all authorized deliverables and services. The Consultant will retain a backup copy of all final and significant interim data deliverables for the contract, e.g., aerial imagery, DEM, digital orthophoto imagery, etc.

The County may terminate this Agreement with 60 days written notice to the Consultant for reasons unrelated to the Consultant's performance (e.g., lack of adequate funding for continuation). In the event of such termination, the County shall be liable for the payment of all work properly performed prior to the effective date of termination, including all portions of work which were partially completed.

If for any cause the Consultant shall default in the performance of this Agreement or any part thereof and has failed to address such default within sixty (60) days after receipt of written notice sent by certified mail, return receipt requested, specifying such default, the County may terminate this Agreement at its option and sue the Consultant based upon a failure of the Consultant to adhere to this Agreement.

SECTION 21: AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of each party hereto.

SECTION 22: AGREEMENT INTEGRITY AND PRECEDENCE

This document and attachments represent the full and final Agreement between the Consultant and the County. If any provisions of the Agreement are deemed void or unenforceable, all other provisions will remain in effect.

In the event of a discrepancy, conflict, or incongruity between the County's request and Contractor's response (Exhibit A) and the project technical specifications (Exhibit B), or other directives not mutually agreed to by the County and Consultant, the Exhibit A correspondence shall have precedence unless otherwise mutually agreed by the County and the Consultant.

SECTION 23: JURISDICTION AND SIGNATURES

This Contract is hereby signed in the State of Ohio and the laws of the State of Ohio shall be applicable hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date hereinabove first written.

BELMONT COUNTY COMMISSIONERS

KUCERA INTERNATIONAL INC.

By: Ginny Favede /s/

By: John Antalovich /s/

John Antalovich, Jr., PE, PS
President

Matt Coffland /s/

Mark Thomas /s/

Date: 11-16-16

Date: 11/7/16

Approved as to form by: David K. Liberati /s/ assist
Belmont County Prosecutor's Office

Upon roll call the vote was as follows:

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

**IN THE MATTER OF DEDICATION PLAT OF
COMMUNITY DRIVE AND OLDE RIDGE LANE
RICHLAND TOWNSHIP SEC 15, T-7, R-4**

[Belmont Co. Commissioners
[Courthouse
[St. Clairsville, Ohio 43950
[Date November 16, 2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Dedication Plat of Community Drive and Olde Ridge Lane, Richland Township, Sec. 15, T7, R4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
----***----

To: Cindi Henry, F.O., Richland Township Trustees, P.O. Box 16, Clairsville, OH 43950

You are hereby notified that the 30th day of November 16, 2016, at 9:30 o'clock A.M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/
Clerk of the Board

• Mail by certified return receipt requested
cc: Richland Township Trustees
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION
TEMPORARILY REDUCING LEGAL AXLE LOAD
LIMIT ON PULTNEY TOWNSHIP ROADS/ENGINEER**

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

RESOLUTION

Whereas, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon, and;

Whereas, the Belmont County Board of Commissioners have received a request from the Pultney Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%), and;

Whereas, the Belmont County Engineer has recommended that the Pultney Township Trustees' request be granted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Pultney Township be reduced by fifty percent (50%) for the period beginning December 1, 2016 and ending April 15, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT
TO SIGN THE SETTLEMENT AGREEMENT REGARDING DEDICATION OF PRIVATE
DRIVE NOW KNOWN AS PASSMORE LANE TO WARREN TOWNSHIP**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede, on behalf of the board, to sign the Settlement Agreement by and among the "Andrews"; and the "Starrs"; (collectively the Plaintiffs) and Warren Township; Belmont County; Fred Bennett, Engineer; the "Hallstroms"; and Sustainable Resources, LLC (collectively the "Defendants", regarding the dedication of the private drive now known as Passmore Lane to Warren Township.

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Settlement Agreement") is made as of the date of the last signature required on this document, by and among JAMES K. ANDREWS, JR. and VICKY E. ANDREWS (the "Andrews"); BRIAN D. STARR and VICKI L. STARR (the

“Starrs”), collectively the “Plaintiffs;” WARREN TOWNSHIP (the “Township”), JAMES GREAR, TRUSTEE (“Grear”); RUSSELL BAKER, TRUSTEE (“Baker”); DAVID HISSOM, TRUSTEE (“Hissom”); BELMONT COUNTY (the “County”); FRED F. BENNETT, ENGINEER (the “Engineer”); CURTIS HALLSTROM and SUSAN HALLSTROM (the “Hallstroms”); and SUSTAINABLE RESOURCES, LLC (“Sustainable Resources”), collectively the “Defendants.”¹ All parties to this Settlement Agreement (who may be referred to collectively as the “Parties” and individually as a “Party”), recite and provide as follows:

WHEREAS, due to the outcome of a prior action, Plaintiffs right to utilize the access road to their property was terminated; and
WHEREAS, Plaintiffs initiated a Civil Action in the Belmont County Common Pleas Court, being Case No. 13 CV 33 (the “Civil Action”) against the Defendants over the access to their property located in Warren Township, Belmont County, Ohio; and

WHEREAS, in the Civil Action, Plaintiffs requested that Warren Township Road 184 be opened and maintained in order for Plaintiffs to access their property; and

WHEREAS, a private drive called Passmore Lane, runs from Sandy Ridge Road west to the beginning of a parcel of land now owned by Scott and Amber Bourque (who are not parties to the Civil Action, and thus are not parties to this Settlement Agreement); and

WHEREAS, the Parties agree to conclude the Litigation, and agree to the dedication of the private drive now known as Passmore Lane, to Warren Township.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Settlement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties stipulate and agree to the following:

1. The Private Drive crossing the subject property (now known as Passmore Lane) will be turned-over and dedicated to Warren Township. See Exhibit A, attached hereto, the Private Drive to be dedicated to Warren Township is shown in blue, with the new portion to continue the dedicated Road to the Plaintiffs’ Property shown in green.
2. Warren Township does not and will not oppose the dedication of the private drive to the Township thus establishing a new Township Road.
3. A survey has been obtained which depicts the road to be dedicated to Warren Township.
4. Warren Township and the Trustees shall perform work on the existing road to improve the same by laying additional slag where needed and installing culverts to divert water.
5. In order to approve the dedication of the road to Warren Township, the Engineer agrees to approve the access road at a width of thirty (30) feet, and in order for the road to be thirty (30) feet wide, Shane Skinner, owner of property adjacent to the road but not a party to the Civil Action or this Agreement, has agreed to grant the necessary easement over his property to enable the road to be thirty (30) feet wide.
6. Once the private road is dedicated to Warren Township, the parties agree not to oppose the vacation of Warren Township Road 184 (to the north of the subject property), which is not passable. The parties further agree that the portion of Passmore Lane (a private drive) which extends South along the Porterfield property line to County Road 102 shall also be vacated. The portion of Passmore Lane to be vacated is shown in yellow on the attached “Exhibit A.”
7. The parties shall work together to finalize the dedication of Passmore Lane to Warren Township, and upon dedication, the road shall be known as Urban-Huff Road.
8. The parties shall work together to finalize the vacation of the impassable portion of Warren Township Road 184 lying north of the subject property.
9. Each Party shall bear his/her/its own fees and expenses paid or incurred by him/her/it in connection with the Civil Action and the settlement thereof as contained in this Agreement.
10. The Parties agree that the Civil Action shall be dismissed WITH PREJUDICE however, the Court shall retain jurisdiction over this Settlement Agreement.
11. EACH OF THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE OR SHE (I) HAS READ THIS SETTLEMENT AGREEMENT IN ITS ENTIRETY, (II) UNDERSTANDS ITS TERMS, CONDITIONS, AND PROVISION, (III) ACCEPTS ITS TERMS, CONDITIONS AND PROVISIONS WITHOUT COERCION OR DURESS OF ANY KIND, AND (IV) HAS RECEIVED OR HAD THE OPPORTUNITY TO SEEK THE ADVICE OF LEGAL COUNSEL OF HIS OR HER CHOOSING.
12. The Parties agree to do or cause to be done such further acts and things and to execute and deliver or cause to be executed and delivered such additional agreements, documents, or instruments as may be reasonably necessary or required to keep valid and correct the charges hereof, or carry into effect the purpose of this Settlement Agreement, which is to dedicate that portion of the private road now known as Passmore Lane to Warren Township in order to provide access to the Andrews and Starr properties that may not be terminated by private action in the future.
13. This Settlement Agreement may be executed in any number of counterparts, and by facsimile or .pdf file format, each of which is to be considered an original and all of which taken together will constitute one and the same instrument.
14. This Settlement Agreement contains the entire agreement of the Parties. There are no agreements or understandings between the Parties relating to the matters referred to in this Settlement Agreement other than as set forth in this Settlement Agreement.
15. Any modification of this Settlement Agreement shall not be valid or enforceable unless in writing and signed by all Parties, it being expressly agreed that this Settlement Agreement cannot be modified orally, by course of dealing or by implied agreement.
16. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties, their heirs, executors, administrators, successors, legal representatives, and assigns.
17. This Settlement Agreement shall be governed by the laws of the State of Ohio.
18. The terms and conditions set forth in this Settlement Agreement are the product of joint draftsmanship by all Parties, each being represented by counsel, and any ambiguities in this Settlement Agreement or any documentation prepared pursuant to or in connection with this Settlement Agreement shall not be construed against any one Party.
19. If a court of competent jurisdiction finds any provision of this Settlement Agreement to be illegal, invalid, or unenforceable, that finding shall not make such provision illegal, invalid, or unenforceable as to any other provision hereof. If possible, the provision found to be illegal, invalid or unenforceable shall be considered modified so that it becomes legal, valid and enforceable. If the provision cannot be modified, it shall be considered deleted from this Settlement Agreement. Unless otherwise required by law, the illegality, invalidity or unenforceability of any provision of this Settlement Agreement shall not affect the legality, validity or enforceability of any other provision of this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be duly executed as of the dates shown below.

JAMES K. ANDREWS, JR.

Date: _____

VICKY E. ANDREWS

Date: _____

BRIAN D. STARR

Date: _____

WARREN TOWNSHIP

JAMES GREAR, TRUSTEE

Date: _____

RUSSELL BAKER, TRUSTEE

Date: _____

DAVID HISSOM, TRUSTEE

¹ Thomas Passmore and Gail Passmore were Defendants in the Civil Action. However, they sold their interest in the property and were therefore dismissed from the case and are no longer parties. The purchasers of the property, Brian & Erin Porterfield, Matthew & Amber Duvall, and Scott & Amber Bourque were not made parties to the Civil Action and are not Parties to this Settlement Agreement, but have expressed their consent to the desired purpose of this Agreement and resolution to the Civil Action.

The undersigned hereby certifies that a certain mortgage deed(s) dated May 28, 1998, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 705 at pages 743-745, and executed by Kevin and Lynn Clark (Married) to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

11-16-16

Belmont County Commissioners:

Date

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 AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR KEVIN CLARK AND LYNN CLARK/BELOMAR

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for **Kevin Clark and Lynn Clark** for a mortgage deed dated June 15, 1998, as recorded in Volume 705, pages 746-748 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 June 15, 1998, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0705 at pages 746-748, and executed by Kevin and Lynn Clark, married, to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

11-6-16

Belmont County Commissioners:

Date

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 AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE AMENDMENT TO THE STATE OF OHIO, LOW-AND MODERATE-INCOME (LMI) HOUSING TRUST FUND COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) GRANT AGREEMENT, GRANT NO. S-C-16-1AG-1

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede, on behalf of the board, to sign the amendment to the State of Ohio, Low- and Moderate-Income (LMI) Housing Trust Fund (HTF) Community Housing Impact and Preservation Program Grant Agreement, Grant No. S-C-16-1AG-1, in the amount of \$75,000.00 for the period of September 1, 2016 through December 31, 2018.

Upon roll call the vote was as follows:

Mr. Thomas Yes

Mr. Coffland Yes

Mrs. Favede Yes

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE AMENDMENT TO THE STATE OF OHIO, COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM-COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM GRANT AGREEMENT, GRANT NO. B-C-16-1AG-1

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede, on behalf of the board, to sign the amendment to the State of Ohio, State Community Development Block Grant (CDBG) Program-Community Housing Impact and Preservation Program Grant Agreement, Grant No. B-C-16-1AG-1, in the amended amount of \$418,100.00 for the period of September 1, 2016 through December 31, 2018.

Upon roll call the vote was as follows:

Mr. Thomas Yes

Mr. Coffland Yes

Mrs. Favede Yes

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE AMENDMENT TO THE STATE OF OHIO, HOME INVESTMENT PARTNERSHIPS PROGRAM-COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM (CHIP) GRANT AGREEMENT, GRANT NO. B-C-16-1AG-2

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede, on behalf of the board, to sign the amendment to the State of Ohio, Home Investment Partnership Program- Community Housing Impact and Preservation Program Grant Agreement, Grant No. B-C-16-1AG-2, in the amended amount of \$300,500.00 for the period of September 1, 2016 through December 31, 2018.

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 RADIAL COLLECTOR WELL-NEW LATERAL SCREEN INSTALLATION/SSD

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids for the Radial Collector Well – New Lateral Screen Installation for the Belmont County Sanitary Sewer District, based upon the recommendation of Kelly Porter, Director.

ADVERTISEMENT FOR BIDS

BELMONT COUNTY COMMISSION
BELMONT COUNTY, OHIO

Sealed bids for **RADIAL COLLECTOR WELL – NEW LATERAL SCREEN INSTALLATION** will be received by the Belmont County Commission at the Commission’s office, located at the Belmont County Courthouse, 101 W. Main Street, St. Clairsville, OH 43950 until 12:00 noon local time, December 7, 2016 and then at said office publicly opened and read aloud.

The Contract Specifications may be examined at the following location:

Vaughn, Coast & Vaughn, Inc.
154 South Marietta St.
St. Clairsville, OH 43950
(740) 695-7256
Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

Method of Bidding will be as follows:

LUMP SUM CONTRACT for **Radial Collector Well – New Lateral Screen Installation**; including all preparatory work, coordinating with Owner’s operations to avoid interruption of water supply, design, installation and development of new well screen laterals, performance of pumping tests, disinfection, disposal of materials removed from well in accordance with agencies with jurisdiction, site cleanup and other miscellaneous work as described in the Contract Documents.

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

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

Contract 1 \$ 50.00 (No refund)

The above stated deposit is required before the documents can be made available.

Bidders must comply with the following:

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

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

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

By order of: BELMONT COUNTY COMMISSION

Bids may be sent to: Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950
By order of the Board of Commissioners
of Belmont County, Ohio
Jayne Long /s/
Clerk

To be published two (2) Mondays: November 21, 2016 and November 28, 2016 .

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT FOR DOLGEN MIDWEST LLC,
DBA DOLLAR GENERAL STORE 17463**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a new C1 & C2 liquor license, Permit No. 22348152335, for Dolgen Midwest LLC, DBA Dollar General Store 17463, 53887 Pike Street, Pultney Township, Neffs, Ohio 43940. There have been no objections received and the Board of County Commissioners has no objections to the permit.

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 NUMBER 1
FROM COON RESTORATION & SEALANTS, INC./COURTHOUSE RESTORATION PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the execution of Pay Request Number 1 (through 10/31/16) from Coon Restoration & Sealants, Inc., in the amount of \$116,599.50 for the Belmont County Courthouse Restoration Project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDERS FOR
COON RESTORATION & SEALANTS, INC./COURTHOUSE RESTORATION PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following Change Orders for Coon Restoration & Sealants, Inc., for the Belmont County Courthouse Restoration Project:

- Change Order #1 in the amount of \$17,275.00 for additional sheet metal repairs on the center clock tower. (*Used part of Allowance #1—no adjustment made to contract total.*)
- Change Order #2 in the amount of \$37,745.00 for additional demolition, excavation, and replacement concrete work surrounding the Courthouse; revised project cost \$2,067,245.00.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

Mr. Thomas Yes

Mrs. Favede noted the cost to restore the exterior of the courthouse is from casino revenues and no General Fund dollars are being used. She said the board planned and has been saving for a couple of years for this project.

IN THE MATTER OF ENTERING INTO MEMORANDUM OF UNDERSTANDING BETWEEN FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL AND BOARD OF COMMISSIONERS REGARDING APPROVED 2016 HOLIDAY LEAVE SCHEDULE FOR 9-1-1 DEPARTMENT COVERED BY COLLECTIVE BARGAINING AGREEMENT

Motion made by Mrs. Favede seconded by Mr. Coffland to enter into a Memorandum of Understanding between the Fraternal Order of Police/Ohio Labor Council, 2014-MED-01-0044 and 2014-MED-01-0045, and the Belmont County Board of Commissioners regarding the approved 2016 Holiday Leave Schedule for those employees of the 9-1-1 Department covered by the current collective bargaining agreement.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Pat Kovacs, resident of County Road 104, reported damage to the road done by Oxford Mining. He said Oxford Mining has been using the road to transport heavy equipment and is tearing the road up. In 2014, Oxford Mining asked the Board of Commissioners to close County Road 104 for a short time. Per the agreement, they were not to be using the road to haul coal and equipment. Steve Hill, Commissioners' oil and gas liaison, will review the agreement and contact Oxford Mining. Also, Mr. Hill and Commissioner Coffland will view the road today.

9:30 Continued Subdivision Hearing

Re: Dedication of Cherrywood Dr., Havenwood Addn., Union Township

Present: Fred Bennett, County Engineer; Terry Lively, Deputy Engineer; Rob Barr, Drafting Technician, II; John Spiga Jr, and Anthony Kolanski, Union Township Trustees; Jim Harris, Harris Realty and Robert DeFrank, Times Leader. Mr. Kolanski said all has been brought up to grade and everything is good to go.

IN THE MATTER OF FINAL PLAT APPROVAL FOR DEDICATION OF CHERRYWOOD DRIVE IN HAVENWOOD ADDITION UNION TOWNSHIP, SEC. 21, T-8, R-5

"Hearing Had 9:30 A.M."

"FINAL PLAT APPROVAL"

O.R.C. 711.05

Motion made by Mrs. Favede to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat for Dedication of Cherrywood Drive in Havenwood Addition, Union Township Sec. 21, T-8, R-5, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Coffland seconded the motion and upon roll call the vote was as follows:

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

9:45 Don Pickenpaugh, Belmont County GIS Director

Re: Proclamation Honoring International GIS Day

Present: Don Pickenpaugh, GIS Director; Dustin Reed, GIS Department; Fred Bennett, County Engineer; Terry Lively, Deputy Engineer; Sue Douglas, Department of Development/CIC Director.

IN THE MATTER OF ADOPTING PROCLAMATION IN RECOGNITION OF INTERNATIONAL GEOGRAPHIC INFORMATION SYSTEM DAY

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation in honor of International Geographic Information System Day.

**PROCLAMATION
HONORING**

"INTERNATIONAL GEOGRAPHIC INFORMATION SYSTEM DAY"

WHEREAS, the science of Geographic Information Systems (GIS) connects people, regions, and systems; and
WHEREAS, GIS Day is an international event that showcases how GIS is used and what the technology offers; and
WHEREAS, promoting GIS education provides grassroots opportunities for people to create positive change at the local and global scale; and
WHEREAS, GIS plays a crucial role in managing and preserving our natural resources; and
WHEREAS, GIS helps people collaborate and share knowledge so the systems we rely on work each day; and
WHEREAS, the Belmont County Commissioners recognize GIS as an important program for improving public services and increasing government effectiveness and efficiency.

NOW, THEREFORE, the Board of Belmont County Commissioners does hereby proclaim **November 16, 2016, as INTERNATIONAL GIS DAY**, and urges all citizens to learn more about GIS in Belmont County.

Adopted this 16th day of November, 2016.

BELMONT COUNTY COMMISSIONERS

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

Upon roll call the vote was as follows:

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

Mr. Pickenpaugh thanked the Board for their ongoing support of GIS in Belmont County. He noted Dustin Reed has a Master's in GIS and does a good job. Mr. Pickenpaugh said the three big things done in the GIS office are aerial photography, addressing and parcel information. He said most of Belmont County's aerial photography should be done by this time next year. Speed zone maps for county roads have been revised to reflect new zones. They also map gas well pads and RUMA routes, keep new plats and parcel transfer cards continue to be updated. Ms. Douglas said it is a great service they offer to Belmont County under the leadership of the Engineer's Department and the Board of

Commissioners. Mr. Lively said he has seen GIS systems across the state and it is astounding what Mr. Pickenpaugh and Mr. Reed have done. The Board of Commissioners thanked Mr. Pickenpaugh and Mr. Reed for a job well done. Mr. Bennett said the department was much needed and they do a great job.

BREAK

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:00 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Thomas to enter 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. Thomas	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:13 A.M.**

Motion made by Mrs. Favede seconded by Mr. Coffland to exit executive session at 10:13 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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:14 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Thomas to enter executive session with Katie Bayness, HR Administrator and Bryan Minder, Director, Belmont County 911, pursuant to ORC 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:19 A.M.**

Motion made by Mrs. Favede seconded by Mr. Coffland to exit executive session at 10:19 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

**IN THE MATTER OF THE VACATION OF
AN UNNAMED ROAD IN LOOMIS
GOSHEN TWP., SEC. 06, T-7, R-5/RD IMP 1149**

**Office of County Commissioners
Belmont County, Ohio**

**Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 16th day of November, 2016, at 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, On the 16th day of November, 2016, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 22nd day of November, 2016 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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 November 16, 2016

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

1. "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."
2. Strike out the clause from "and feet," if a road is not to be located or established

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:35 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 10:35 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 22nd day of November, 2016.

Ginny Favede /s/ _____

Matt Coffland /s/ _____ COUNTY COMMISSIONERS

Mark A. Thomas /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