

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, J. P. Dutton and Josh Meyer, 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 Mr. Thomas, seconded by Mr. Dutton 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 \$ 674,463.04

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Dutton Yes
Mr. Meyer Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

W80 PROSECUTORS VICTIM ASSISTANCE PROGRAM

FROM	TO	AMOUNT
E-1511-W080-P02.010 Supplies	E-1511-W080-P01.002 Salaries	\$250.00
E-1511-W080-P03.000 Travel	E-1511-W080-P01.002 Salaries	\$28.00

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Meyer Yes
Mr. Dutton Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

H00 PUBLIC ASSISTANCE FUND AND H10 CHILD SUPPORT ENFORCEMENT ADMIN FUND/BCDJFS

FROM	TO	AMOUNT
E-2510-H000-H17.000 Other Expenses	R-2760-H010-H06.574 Transfers In	\$57,666.63

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Meyer Yes
Mr. Dutton Yes

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated _September 20, 2017, 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:

Mr. Thomas Yes
Mr. Dutton Yes
Mr. Meyer Yes

IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS-Michael Schlanz to Columbus, OH, on September 25, 2017, to attend the CCMEP meeting. Estimated expenses: \$12.00

HUMAN RESOURCES-Katie Bayness to Columbus, OH, on October 5, 2017, to attend the OHPRIMA Educational Conference & Annual meeting. Estimated expenses: \$100.00

SSD-Ron Pacifico and Michael Reed to Cambridge, OH, on October 5, 2017, to attend the Training for You, LLC, SE Fall Training Class. A county vehicle will be used for travel.

SSOBC-Sue Hines to Woodsfield and Beallsville, OH, on October 23, 2017, for a senior outing to various shops and a restaurant. A county vehicle will be used.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Dutton Yes
Mr. Meyer Yes

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of September 13, 2017.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Meyer Yes
Mr. Dutton Yes

IN THE MATTER OF ACCEPTING THE NOTICE
OF RETIREMENT FROM DONNA MAHR,
ACCOUNTS RECEIVABLE CLERK II/SSD

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the notice of retirement of Donna Mahr, Accounts Receivable Clerk II for Belmont County Sanitary Sewer District, effective January 1, 2018.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF ADOPTING RESOLUTION UNDER THE TERMS OF THE EXISTING CONSULTING AGREEMENT BETWEEN THE BELMONT COUNTY BOARD OF COMMISSIONERS AND CLEMANS, NELSON, & ASSOCIATES, INC., AUTHORIZING CLEMANS NELSON TO NEGOTIATE ON BEHALF OF BOARD WITH THE UTILITY WORKS UNION OF AMERICA, AFL/CIO

Motion made by Mr. Thomas, seconded by Mr. Meyer to adopt the following resolution:

“Resolved: that under the terms of the existing consulting agreement between the Belmont County Board of Commissioners and Clemans, Nelson & Associates, Inc., the Commissioners authorize Clemans Nelson to negotiate on behalf of the Board with the Utility Works Union of America, AFL/CIO, and to file any necessary paperwork as the employer’s representative.”

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF LIQUOR LICENSE FOR GK PETROLEUM LLC

Motion made by Mr. Thomas, seconded by Mr. Meyer 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 liquor license, Permit No. 3208373, for GK Petroleum LLC, [51423 National Road East, Richland Township, St. Clairsville, Ohio 43950](#). 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:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ACCEPTING THE CRIMINAL COST REPORT SUBMITTED BY THE BELMONT COUNTY SHERIFF’S OFFICE

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the Criminal Cost Report for the period of September 1, 2016 through August 31, 2017 as submitted by the Belmont County Sheriff’s Office per Ohio Revised Code 311.16.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF ENTERING INTO THE AUCTION SALE AGREEMENT WITH DAVID JONES, CAI AUCTIONEER

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into the Auction Sale Agreement with David Jones, CAI Auctioneer, [400 East High Street, Flushing, OH, 43977](#), to conduct the annual Belmont County Auction to be held Saturday, September 30, 2017 beginning at 9:00 a.m. at the Belmont County Fairgrounds. Commission: 30% of gross proceeds of personal property and 8% of vehicles. Seller agrees to pay for all paper ads-approximately \$800.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ADOPTING RESOLUTION GRANTING AUTHORITY TO THE DIRECTOR OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO TRANSFER FUNDS FROM THE PA FUND TO THE CSEA FUND FOR SFY 2017

Motion made by Mr. Thomas, seconded by Mr. Dutton to adopt the following:

RESOLUTION

Whereas, the Child Support Enforcement Agency (CSEA) of Belmont County operates an administrative fund for the operation of a child support enforcement program; and

Whereas, the activities of the child support enforcement program are allowable activities as defined by Ohio Administrative Code 5101:9-6-83; and

Whereas, in order to properly access these funds for this purpose, the funds must be transferred from the Public Assistance (PA) Fund in which they are received from the Ohio Department of Job and Family Services into the CSEA Fund of the Belmont County Department of Job and Family Services.

Now, Therefore Be It Resolved, the Board of Commissioners of Belmont County on this 20th day of September, 2017, do hereby grant to Vince Gianangeli, Director of the Belmont County Department of Job and Family Services, the authority to approve the transfer of \$121,081.91 of Income Maintenance allocation from the PA Fund to the CSEA Fund. This transfer is made available due to the ability of the Job and Family Services agency to share the allocation with the CSEA.

Upon roll call, the vote was as follows:

Mr. Thomas	<u>Yes</u>
Mr. Dutton	<u>Yes</u>
Mr. Meyer	<u>Yes</u>

IN THE MATTER OF APPROVING THE PURCHASE OF VEHICLES/DJFS

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the purchase of ONE (1) 2017 Ford Super Duty F-250 truck from Robinson Ford for \$27,845.76 and ONE (1) 2018 Dodge Journey-AWD vehicle for \$22,770.00 from Thomas Auto Garage for the Belmont County Department of Job and Family Services, based upon the recommendation of Mike Waller, Maintenance Repair Supervisor.

Note: These vehicles will replace older vehicles that will be placed in the County Auction.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
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September 20, 2017

Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ACCEPTING PROPOSAL FROM
KALKREUTH ROOFING AND SHEET METAL/COURTHOUSE ROOF**

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the proposal from Kalkreuth Roofing and Sheet Metal in the amount of \$8,400.00 to furnish the necessary labor, materials and equipment for the roof replacement on the Courthouse front porch roof.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ACCEPTING PROPOSAL FROM
N. F. MANSUETTO AND SONS, INC/ANNEX III BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Meyer to accept the proposal from N. F. Mansuetto and Sons, Inc. in the amount of \$7,959.00 to furnish the necessary labor, materials and equipment to replace/repair shingles on Annex III building.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ACCEPTING PROPOSAL FROM MICHAEL BAKER
INTERNATIONAL, INC./COURTHOUSE ANNEX II (FORMER CHILDREN'S HOME),
SSD ADMINISTRATION BUILDING AND BOILER HOUSE DEMOLITION**

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the proposal from Michael Baker International, Inc. in the amount of \$18,384.00 for professional consulting services for the demolition of the Courthouse Annex II (former Children's Home), Sanitary Sewer District administration building and boiler house.

September 12, 2017

Belmont County Commissioner's Office at Courthouse
c/o Mr. Mark Thomas
101 West Main Street
St. Clairsville, Ohio 43950

Re: Belmont County – Proposed Work for the Old County Home (Annex II), the Boiler House, and the Sanitary Sewer Administration Building

Dear Mr. Thomas:

Michael Baker International, Inc. (Michael Baker) is pleased to provide the Belmont County and the Belmont County Commissioner's Office with a proposal for Professional Consulting Services.

PROJECT UNDERSTANDING

It is our understanding that Belmont County will perform some closure and demolition activities at the Old County Home (Annex II), the Boiler House, and the current Sanitary Sewer Administration Building in St. Clairsville, Ohio. To assist with the demolition activities, Michael Baker will provide support work for the project by performing the following tasks:

- Task 1 – Inspection Services for Sanitary Sewer Administration Building
- Task 2 – Project Meeting and Site Visit
- Task 3 – Project Specifications
- Task 4 - Procurement Activities
- Task 5 – Solicitation and Review of Contractors Bids

TASK 1 - INSPECTION SERVICES

We will visit the Sanitary Sewer Administration Building and perform an asbestos survey inspection and testing (as necessary) to document the suspected building materials. Michael Baker will utilize an experienced professional who is also a U.S. Environmental Protection Agency (EPA) and Asbestos Hazard Emergency Response Act (AHERA) certified asbestos inspector and an Ohio-licensed Asbestos Hazard Evaluation Specialist. The inspector will follow detailed protocols, mirroring accepted industry standard procedures and quality assurance procedures, as contained in the EPA AHERA protocols and Guidance Document "Control of Asbestos in Buildings" to ensure a complete and accurate inspection. Visible suspect building materials will be characterized, sampled, and analyzed for the presence of asbestos, in accordance with the applicable requirements. The sample collection efforts will be supplemented by thorough survey data collection. Any available reports will be reviewed and utilized to support this activity.

During the inspection of the building, the suspect materials will be grouped into homogeneous sampling areas, as based upon material use, material type, facility system, uniformity of texture, and appearance. Also, we will document data for each suspected building material, such as type of material, description, location, thickness of insulation, diameter of pipe, height of materials, quantity, friability, and condition. Material samples collected will be considered representative of the entire homogeneous material. Our representative will determine the frequency of the sampling at the time of the inspection; however, each material will be sampled at a frequency sufficient to accurately characterize the material's content.

The samples will be submitted, with chain-of-custody documentation, to a laboratory accredited by the American Industrial Hygiene Association (AIHA) and the U.S. National Institute of Standards and Technology, under the National Voluntary Laboratory Accreditation Program (NIST/NVLAP) for analysis of asbestos. The laboratory will be directed to use the EPA recommended method utilizing Polarized Light Microscopy (PLM) as described method EPA 600 for the asbestos sample analyses. This method can identify the type of asbestos to a minimum detection limit of 1%.

During the pre-proposal meeting, it was agreed upon that a unit cost per sample analysis will be provided, and that Belmont County will pay for the actual number of sample analyses performed. The unit cost for this proposed work will be billed at a rate of \$7.00 per sample for 2-week turnaround time. For this project, we estimate 45 PLM samples for a cost of \$ 315.00.

The National Emissions Standard for Hazardous Air Pollutants (NESHAP) requires that any asbestos sample containing detectable asbestos at less than 10% content when analyzed by PLM be re-analyzed using the PLM point counting procedure or the material must be considered asbestos-containing. Michael Baker proposes to perform PLM Point Count as an additional cost item for this project. The laboratory will be directed to use the EPA recommended method utilizing PLM as described method EPA 600 for the asbestos sample analyses. This method will be for the 400 point count method and can identify the type of asbestos to a minimum detection limit of <0.25%. Should additional sample analysis be recommended, Michael Baker will advise the client, but will not proceed with the analysis of the samples by PLM Point Count until written authorization has been received. The PLM Point Count analyses will be billed at a rate of \$27.00 per sample for 2-week turnaround time.

In addition to the asbestos survey, we will provide a Value-Added Benefit to this project. We plan to perform the asbestos inspection, testing, assessment, and evaluation of the interior and exterior building components of the buildings. **However, we also will complete assessment of visible and readily accessible other potential hazardous building materials, such as mercury-containing devices and polychlorinated biphenyl (PCB)-containing fluorescent light ballasts at no additional cost.** This additional evaluation will determine and provide the information on the condition, location, quantity, and nature for all of the potential hazardous materials. Michael Baker has certified/qualified individuals for this project that have the experience and expertise to ensure that Belmont County does not disturb any unknown or unidentified hazardous material associated with these housing units. The suspected items will be assumed to contain the contaminants; thus, no sampling will be conducted. The inspection will quantify the total number of fluorescent light bulbs, thermostats, and ballasts that are observed.

The evaluation will be conducted in strict accordance with the requirements of the U.S. Environmental Protection Agency (EPA) Code of Federal Regulations for the specific contaminants; Housing and Urban Development (HUD) Lead-Based Paint Guidelines, Asbestos Hazard Emergency Response Act (AHERA); National Emission Standards for Hazardous Air Pollutants (NESHAPs); Occupational Safety and Health Administration regulations, applicable Ohio policy/guidance, and law/guidance.

Following the survey inspection of the building, a letter report will be prepared to detail the inspection, sampling, analytical data, and findings. The report will include a narrative of procedures used during the inspection activities, description of all identified material suspected of containing asbestos, material location(s), quantification of each material, findings, lab report, site plan(s) or drawings, cost estimates, and recommendations. Recommendations for asbestos control shall be made to permit safe subsequent demolition work. The reports will be provided in hard copy and as an electronic copy (PDF).

TASK 2 – COST ESTIMATE

Michael Baker will develop a single cost estimate for the asbestos abatement and demolition activities for the three buildings using detailed information from the inspection process and the client’s desires. Our professional staff understands the fundamental logic for preparing abatement and demolition cost estimates at the definitive design stage using parameters, such as gross square feet of space, number of stories, quantity of asbestos materials, number of abatement areas, etc. We also are familiar with and understand the underlying engineering relationships that drive the selection and quantification of the data used to generate the estimate results.

TASK 3 – PROJECT MEETING AND SITE VISIT

Michael Baker will meet with Belmont County Commissioners and visit the buildings to discuss and document the current conditions and plans for the proposed demolition of the Old County Home (Annex II), the Boiler House, and the current Sanitary Sewer Administration Building. Michael Baker will review the project parameters and proposed schedule with the Commissioners to clarify the project requirements. We will also perform site visit to gain current knowledge of the existing conditions of the buildings and site area for the demolition perspective.

TASK 4 – BID SPECIFICATIONS

Upon discussion of the project, Michael Baker will develop bid specifications for removal of the asbestos-containing materials and demolition activities for the three buildings using detailed information from the building inspection process. We envision a straight forward set of documents including a narrative describing the goals and intent of the work to be done, as well as a set of standardized specifications detailing the major work items and payment. Broadly, this performance style set of specifications will define the rules and regulations to be followed by the successful contractor, but will not define the actual means and methods for the work. This approach takes advantage of contractor ingenuity while establishing up-front cost controls from Belmont County.

TASK 5 – SOLICITATION AND REVIEW OF CONTRACTOR BIDS

We will prepare and manage the advertisement of the project for Belmont County. Michael Baker will place the project advertisement in multiple sources to attract potential contractors to the project. We have included the resources to coordinate with Belmont County to schedule and attend (and lead) the pre-bid walk-through meeting. We will handle and address the potential questions during the bid process. Upon receiving the bids, we will assist Belmont County in the contractor selection process. In order to assist with selection process, we will review contractor submittals, documents, fee, and schedules to recommend and rate the potential contractors. Following review, we will provide a list of ranked contractors in letter format.

SCHEDULE

Michael Baker is ready to begin this project as soon as Belmont County can award the work. We are dedicated to assist and perform the required work for this sensitive project in a timely manner to ensure that Belmont County will meet their obligated schedule. We developed the following estimated schedule for the project.

Task	Start Date	Completion Date
Notice-to-Proceed	September 20 , 2017	September 20, 2017
Hazmat Inspection of the Current Sanitary Sewer Administration Building	September 25, 2017	September 25, 2017
Work on Hazmat Report for Current Sanitary Sewer Administration Building	September 26 , 2017	October3, 2017
Work on the Project Cost Estimate	September 26 , 2017	October3, 2017
Submittal of Hazmat Report for Current Sanitary Sewer Administration Building	October4, 2017	October4, 2017
Submittal of the Project Cost Estimate	October4, 2017	October4, 2017
Project Clarification Meeting and Site Visit	October 11, 2017	October 11, 2017
Bid Specifications	October 12, 2017	October 20, 2017
Belmont County Review of Bid Specifications	October 21, 2017	October 27, 2017
Final Bid Specifications	October 28, 2017	November 1, 2017
Advertisement of the Project	November 1, 2017	November 9, 2017
Project Pre-Bid Walk-thru Meeting	November 9, 2017	November 9, 2017
Project Bids Due	November 17, 2017	November 17, 2017
Evaluation of Bids	November 17, 2017	November 21, 2017
Recommendation of Contractor	November 22, 2017	November 22, 2017
Belmont County Selection of Contractor	November 23, 2017	November 30, 2017
Demolition Project Duration	December1, 2017	December 31, 2017

PROPOSED COST

The professional services identified in this proposal will be conducted as a lump sum, in accordance with the attached terms and conditions (Attachment I). The price includes the labor associated with the proposed services, other direct costs, and reporting.

Task 1 – Inspection of the current Sanitary Sewer Administration Building	\$ 2,750.00
Task 2 – Cost Estimate	\$ 2,750.00
Task 3 – Project Meeting and Site Visit	\$ 2,832.00
Task 4 – Bid Specifications	\$ 7,452.00
Task 5 – Solicitation and Review of Contractor Bids	\$ 2,600.00
Total	\$ 18,384.00

Michael Baker appreciates the opportunity to assist the Belmont County and their Commissioners with this project and looks forward to receiving your acceptance of this proposal.

Please do not hesitate to call me at 412-260-1280 or via email at gcase@mbakerintl.com if you have any questions or desire any clarification of the proposal.

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.

Gary R. Case /s/

Gary R. Case
Project Manager

PROPOSAL FOR CONSULTING SERVICES

PROJECT: Old County Home (Annex II), Boiler House, and Current Sanitary Sewer Administration Building Demolition

FOR: Belmont County and Belmont County Commissioners

PRICE: \$18,384.00 as indicated in Proposal dated September 12, 2017

AGREED AND ACCEPTED AS WRITTEN:

Mark A. Thomas /s/

Belmont County

J. P. Dutton /s/

(Company)

Josh Meyer /s/

Signature

Mark A. Thomas

Belmont County Commissioners

J. P. Dutton

(Title)

Josh Meyer

9-20-17

Date

Please sign and return this page as the written authorization to proceed.

Thank you.

Gary R. Case

Michael Baker International, Inc.

100 Airside Drive

Moon Township, PA 15108

Phone (412) 269-6391

Cell (412) 260-1280

E-mail: gcase@mbakerintl.com

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE SUBSIDY GRANT AGREEMENT FOR TARGETED COMMUNITY ALTERNATIVES TO PRISON (T-CAP)/ADULT PROBATION

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign the first amendment to the *Subsidy Grant Agreement for Targeted Community Alternatives to Prison (T-CAP)*, dated September 6, 2017, with the Ohio Department of Rehabilitation and Correction, on behalf of the Belmont County Adult Probation Office.

FIRST AMENDMENT

to

**SUBSIDY GRANT AGREEMENT for
Targeted Community Alternatives to Prison
between**

DEPARTMENT OF REHABILITATION AND CORRECTION

and

COUNTY OF BELMONT, OHIO

THIS FIRST AMENDMENT TO SUBSIDY GRANT AGREEMENT FOR TARGETED COMMUNITY ALTERNATIVES TO PRISON (the "Amendment"), is made as of the 20th day of September, 2017 between the DEPARTMENT OF REHABILITATION AND CORRECTION, Division of Parole and Community Services, Bureau of Community Sanctions, (the "Grantor"), and the COUNTY OF BELMONT, OHIO (the "Grantee"), a county and political subdivision of the State duly created and existing under the laws of the State; WITNESSETH:

WHEREAS, Grantor is authorized pursuant to RC 2929.34 and 5149.38 to determine and award grant funds to assist local governments under the Targeting Community Alternatives to Prison (hereinafter referred to as T-CAP) program, that is designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies;

WHEREAS, Grantee was awarded grant funds to effectively supervise, treat and hold accountable low-level, non-violent offenders, and at the same time safely reduce Ohio's prison population;

WHEREAS, this Amendment is to correct the Subsidy Grant Agreement for Targeted Community Alternatives to Prison executed between the Grantor and Grantee effective as of September 6, 2017 (the "Agreement");

WHEREAS, T-CAP Targeted Population associated with the awarded grant are those fifth degree felony offenders who are prohibited from serving a prison sentence in an Ohio prison on or after July 1, 2018 as outlined in 2929.34 (B)(3)(c);

WHEREAS, subsequent to the execution of the Agreement an error was discovered as to those excluded from the T-CAP Targeted Population; and

WHEREAS, the original Agreement identified above shall be incorporated herein and all its terms and conditions remain unchanged except as modified in this Amendment.

NOW THEREFORE, the parties hereto, hereby do agree to the following amendment:

1. Amendment of Agreement. It is hereby determined to be necessary to amend Section 1, Part B, of the original Agreement to read:
The person previously has been convicted of or pleaded guilty to any felony offense of violence, as defined in section 2901.01 of the Revised Code.
2. Terms of the Original Agreement. All other terms and conditions of the original Agreement are not modified by this Amendment and shall remain in full force and effect and be considered incorporated herein as part of the Amendment.
3. Binding Effect. This Amendment shall inure to the benefit of and shall be binding upon the Grantor and the Grantee and their respective permitted successors and assigns.
4. Counterparts. This Amendment may be executed in counterpart, each of which shall be an original and all of which shall constitute but one and the same instrument.
5. Governing Law. This Amendment is and shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli, Chief
Bureau of Community Sanctions

Cynthia Mausser
Managing Director of Courts and Community

FOR THE GRANTEE:

Mark A. Thomas /s/

9-25-17

County Commissioner	Date
<u>J. P. Dutton /s/</u>	9-25-17
County Commissioner	Date
<u>Josh Meyer /s/</u>	9-25-17
County Commissioner	Date
FOR THE GRANTEE:	

County Executive	Date
Upon roll call the vote was as follows:	
Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

OPEN PUBLIC FORUM-Richard Hord inquired about the status of a Building Department in Belmont County. Mr. Dutton said there were issues with the applicants not having the required qualifications. Mr. Thomas said it is on the front burner and the Board is proceeding accordingly. The goal is to be more business friendly and once the department is set up and running, the fees that are charged can turn the department to be self-sustaining and maybe return money to the Commissioners General Fund every year like in Washington and Muskingum counties.

9:30 Public Hearing-Road Improvement 1159
Re: Vacation of T-216A (Stanley Road), Richland Township

Present: Terry Lively, County Engineer; Will Eddy, Drafting Technician; Greg Bizzarri, Richland Township Trustee; Jim Nichelson, Attorney for Philip and Phillis Widmor; Philip Widmor, Phillis Widmor, Richard Dingey (Petitioner), Brian May, Howard Hass and Cindy Hass. Mr. Eddy presented maps to the Board of Commissioners and explained Township Road 216A branches off of County Road 10. It's an old township road that dead-ends. Richard and Jason Dingey are the petitioners. Present at the road view were Terry Lively, Will Eddy, Commissioners Dutton and Meyer, Richard and Jason Dingey, Philip and Phillis Widmor, Chris Sidwell, Contractor working quarry on the Widmor property. Mr. Thomas explained the proceedings are per the ORC and even though it is not a County Road it still comes before the Board to make a decision after they hear the evidence and comments. He said we welcome public comment as long as it is civil and courteous. Mr. Nichelson explained the purpose of the statute allows the road to be closed if it has not been used in twenty-one years. He said if the road is closed it would land lock the Widmor property. Mr. Nichelson gave a packet of information and maps to the Board showing the property has no access except T-216A. He said the Widmor's have been using the road for 50 years and they intend to use the road to develop their property. He stated Mr. Dingey has concerns people will use the area for dumping trash and wants the gate moved closer to County Road 10. Mr. Nichelson said the Widmor's don't care where the gate is and they are willing to work with Mr. Dingey. Only Mr. Dingey and his son have property touching the road, said Mr. Nichelson. Mr. Thomas noted this hearing is not to address fences; that needs to be addressed with the Richland Township Trustees. He said our sole decision is if the road is to be vacated, that is simply the law. Mr. Dingey, agent for his son, asked if a gate can be put on a county road. Mr. Thomas said, "We are not here to answer that question, we aren't decision makers about gates, we don't have the standing to do that." Mr. Thomas asked Mr. Bizzarri if the Trustees have taken any position. Mr. Bizzarri said they have not taken any formal action.

IN THE MATTER OF
THE VACATION OF T-216A (STANLEY ROAD)
RICHLAND TWP., SEC. 23, T-6, R-3 /RD IMP-1159

REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06
ROAD IMP # 1159

DATE: September 19, 2017

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

The undersigned, in obedience to your order, dated **September 13, 2017** proceeded on **September 20, 2017** 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 **not** 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.

The recommendation is to deny due to the fact that this road is still being used for public access.

Terry Lively /s/
Terry D. Lively, P.S., P.E.,
COUNTY ENGINEER OF BELMONT CO, OH

IN THE MATTER OF
THE VACATION OF T-216A (STANLEY ROAD)
RICHLAND TWP., SEC. 23, T-6, R-3 /RD IMP-1159

JOURNAL ENTRY-DISMISSAL OF PETITION

Motion made by Mr. Thomas to adopt the resolution to deny Road Improvement #1159 for the vacation of a portion of T-216A (Stanley Road.), Richland Township, Sec. 23, T-6, R-3, based upon the recommendation of Terry Lively, Belmont County Engineer.

RESOLUTION

WHEREAS, This day this cause 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 Commissioner do find said improvement will not serve the public convenience and welfare, and the same is therefore refused.

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

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

Adopted the 20th day of September, 2017

Recorders-Present: Mary Catherine Nixon, Recorder

Mrs. Nixon requested an additional \$60,000 in funds from last year. Mr. Dutton said they are still waiting for information from the State Auditor regarding the statute (ORC 317.321) which seems to indicate that her Supplemental Equipment fund continues for one year with no action needed. Mrs. Nixon submitted a follow up letter (dated September 21, 2017) to her September 11 letter requesting continuance of the fund. The most recent letter outlines the proposed use of the fund (replacing old index books, acquisition and maintenance of imaging and contract services, copier contracts, back scanning and back indexing in order to enable all to search online.) Mrs. Nixon said she will not need new plat cabinets if she proceeds with back scanning as planned. Other Recorders use the Equipment Fund for contracts which she will start to do. The contracts for her six copier machines can be paid for from the fund.

A budget increase of 3% has been requested for salaries. Mrs. Nixon said she is waiting a few months before replacing the Chief Deputy Recorder who recently retired. Mrs. Nixon said she will have to pay out her sick and vacation and has the money for that from her "oil and gas money." Mr. Thomas stressed he did not know there could be any type of increases next year.

911-Present: Bryan Minder, Director

Mr. Minder said Contract Repairs covers all his maintenance agreements (tower rental, radios, radio system, etc.) and there is usually a 2-3% annual increase in the agreements. The Equipment Fund request is low due to the levy and the ability to purchase radios with levy funds. They are looking at upgrading the software but can use E11 funds.

Mr. Thomas noted there is one additional motion needed.

**IN THE MATTER OF APPROVING AGREEMENT WITH
COON CAULKING & SEALANTS, INC. DBA COON RESTORATION &
SEALANTS, INC./FORMER JAIL STRUCTURE RESTORATION PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and authorize Board President Mark Thomas to sign the agreement with Coon Caulking & Sealants, Inc. dba Coon Restoration & Sealants, Inc., for Contract 4A Masonry, in the amount of \$112,000.00 for the Belmont County Former Jail Structure Restoration Project, based upon the recommendation of WDC Group, LLC, Project Architect.

OWNER-CONTRACTOR AGREEMENT

Owner:

Board of Commissioners of Belmont County, Ohio
101 West Main Street
St. Clairsville, Ohio 43950
Telephone Number: 740.699.2155

Project:

Belmont County Former Jail Structure Restoration
St. Clairsville, Ohio 43950

Contract: 4A Masonry

Alternates: 1&2

Contractor:

Coon Caulking & Sealants, Inc. dba Coon
Restoration & Sealants, Inc.
7349 Ravenna Ave NE
PO Box 259
Louisville, Ohio 44641
Telephone: 330-875-2100
Fax: 330-875-1721

This document is an agreement between the Owner and the Contractor for the Work described in the Contract Documents related to the Contract identified above for the Project defined above and is effective as of the date the Agreement is signed by the Owner (the "Effective Date").

The Owner and the Contractor agree as set forth in the following sections:

1. **CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents:

- A. Legal Notice;
- B. Instructions to Bidders;
- C. Bid Form;
- D. Owner-Contractor Agreement;
- E. General Conditions of the Contract for Construction (AIA Document A201-2007), as modified;
- F. Drawings;
- G. Specifications;
- H. Addenda issued;
- I. Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
- J. Statement of Claim Form; and
- K. Modifications issued after the execution of the contract, including:
 - i. A Change Order;
 - ii. A Work Change Directive; or,
 - iii. A written order for a minor change of the Work issued by the Design Professional in accordance with the General Conditions.
 - 1.1 Notwithstanding anything in the Contract Documents to the contrary, in the event of any inconsistency, the provisions of this Agreement shall control over any other Contract Document, proposal, document, or other attachment. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements.

Note: Non-Contract Documents. The following are the reports and tests of subsurface conditions at or contiguous to the Site, if any, that the Design Professional has used in preparing the Contract Documents. These are not Contract Documents. Geotechnical data is not a warranty of subsurface conditions and is not to be relied upon as a complete representation of all possible soil conditions. Neither Owner nor its consultants warrant the accuracy of the geotechnical data. It is possible that there may be other reports, and/or tests of subsurface conditions at or contiguous to the Site not prepared by or on behalf of Owner. The Owner makes no representation about such reports and/or tests, assuming they exist. Additional information, if needed by Contractor for geotechnical data or site survey, shall be obtained by the Contractor at no additional cost to Owner. The General Conditions, as modified, contain additional terms related to these reports and tests.

Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings listed below, and except for such reliance on "technical data," Contractor shall not rely upon or make any claim against Owner or Architect with respect to: (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or (3) any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions which Owner does not warrant. (Not applicable, if none are listed).

Not applicable.

Note: Non-Contract Documents. The following are those reports and drawings related to any Hazardous Conditions at the Site, if any. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings. (None if none are listed).

Not applicable.

2. **DESIGN PROFESSIONAL RELATIONSHIP.** The Contract Documents shall not be construed to create a contractual relationship of any kind between the Design Professional and the Contractor or any Subcontractor or Material Supplier to the Project. The Design Professional, however, shall be entitled to performance of the obligations of the Contractor intended for its benefit and to enforcement of such obligations, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the

Design Professional that does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Design Professional that are performed for the sole benefit of the Owner. The Contractor shall forward all communications to the Owner through the Design Professional and hereby acknowledges and agrees that any instructions, reviews, advice, approvals, orders, or directives that are rendered to it by the Design Professional are specifically authorized and directed by the Owner to the Contractor through the Design Professional acting on behalf of the Owner.

- 2.1 The Design Professional (also called the "Architect") is:
 WDC Group, LLC
 21 West Broad Street, Suite 800
 Columbus, Ohio 43215
 Telephone Number: 937.325.9991;
 Fax Number: 937.325.9804

3. TIME FOR COMPLETION AND PROJECT COORDINATION.

3.1 DATE OF COMMENCEMENT. The date of commencement of the Work shall be the date identified in the Notice to Proceed issued by the Owner, or by the Owner through the Design Professional, to the Contractor, or if there is no Notice to Proceed, the Effective Date of this Agreement.

3.2 DATE OF SUBSTANTIAL COMPLETION. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the Project, all in accordance with the Drawings and Specifications prepared by the Design Professional. The Contractor shall achieve Substantial Completion of its Work on the Project, as defined in the General Conditions, within **78 calendar days** of the Date of Commencement ("Date of Substantial Completion").

3.2.1 DATE OF FINAL COMPLETION. The Contractor shall achieve Final Completion of its Work on the Project, as defined the General Conditions, no later than December 31, 2017 ("Date of Final Completion").

3.2.2 UTILITIES AND OPERATIONS. Contractor shall not interrupt utilities to facilities or existing operations without prior written notice and approval by Owner.

Contractor's Construction Schedule for performing the Work shall account for Contractor not being able to perform Work on these dates and the contractual dates for Substantial Completion and Final Completion will not be changed due to Contractor not being able to perform Work on these dates.

3.3 CONSTRUCTION SCHEDULE. The Construction Schedule shall be developed by the Contractor as provided in the Contract Documents.

3.4 LIQUIDATED DAMAGES. If the Contractor does not have its Work on the Project Substantially Complete by the specified Date for Substantial Completion or Finally Complete by the Date of Final Completion, the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) Liquidated Damages in the per diem amounts as set forth in the following tables, whichever may be applicable. "Contract Amount" of the Work will be determined by totaling the cost of all line items of Work, as set forth in the Schedule of Values.

LIQUIDATED DAMAGES – DATE FOR SUBSTANTIAL COMPLETION

Original Contract Amount	Dollars Per Day
\$1.00 to \$500,000.00	\$ 750.00
\$500,000.01 to \$2,000,000.00	\$ 1,000.00
\$2,000,000.01 to \$10,000,000.00	\$ 1,300.00
\$10,000,000.01 to \$50,000,000.00	\$ 2,000.00
\$50,000,000.01 and greater	\$ 2,500.00

LIQUIDATED DAMAGES – FINAL COMPLETION

Original Contract Amount	Dollars Per Day
\$1.00 to \$500,000.00	\$ 200.00
\$500,000.01 to \$2,000,000.00	\$ 250.00
\$2,000,000.01 to \$10,000,000.00	\$ 325.00
\$10,000,000.01 to \$50,000,000.00	\$ 500.00
\$50,000,000.01 and greater	\$ 625.00

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially Complete by its Date for Substantial Completion or Finally Complete by the required date for Final Completion.

3.5 INITIAL DECISION MAKER. The Initial Decision Maker renders initial decisions on Claims in accordance with the claims process set forth in the General Conditions. The Initial Decision Maker shall be the Design Professional, unless a different Initial Decision Maker is identified below:

4. CONTRACT SUM (also called Contract Price). The Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is \$112,000.00, subject to adjustment as set forth in the Contract Documents. The Contract Sum includes Allowances, Accepted Alternates, and all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the following:

4.1 Base Bid Amount: \$18,000 (Lump Sum Bid); and

4.2 Accepted Alternates, included in the Contract Sum:

Alternate No.	Description	Amount
1	Tuck pointing	\$70,000
2	Painting	\$24,000

4.3 Allowances included in the Contract Sum:

Allowance Description	Amount
Allowance #1: Labor Hours	\$8,250.00
Allowance #2: Dumpster	\$400.00
Allowance #3: Owner's Discretion	\$5,000.00

4.4 Unit Prices:

Item	Unit	Price per Unit
General Labor (4A)	Per Hour	\$75.00
Skilled Mason (4A) Labor	Per Hour	\$90.00
Skilled Painter(4A) Labor	Per Hour	\$75.00
Dumpster(4A)	Per Dumpster	\$400.00

4.5 If after Substantial Completion of its Work, the Contractor fails to submit its final payment application with all the documents required to be submitted with such application within ninety (90) days after written notice to do so from the Owner and without prejudice to any other

rights and remedies the Owner may have available to it, the balance of the Contract Sum shall become the Owner's sole and exclusive property, and the Contractor shall have no further interest in or right to such balance.

5. **RETAINAGE.** Retainage applicable to the Contract by Ohio Revised Code Sections 153.12, .13, and .14 will be withheld as defined in the Modified General Conditions. The Contractor agrees that the financial institution selected by the Owner for deposit of retained funds is acceptable to the Contractor and will sign any documents requested related to said account.

6. **[NOT USED.]**

7. **GENERAL.**

7.1 **MODIFICATION.** No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must have express authority to execute the Modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this section.

7.2 **ASSIGNMENT.** The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

7.3 **LAW AND JURISDICTION.** All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of the county in which the Project is located and each party hereby expressly consents to the exclusive jurisdiction of such court to the exclusion of any other court, including any U.S. District Court or any other federal court.

7.4 **CONSTRUCTION.** The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and entered into this Agreement as a free and voluntary act. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

7.5 **APPROVALS.** Except as expressly provided herein, the approvals and determinations of the Owner and Design Professional will be subject to the sole discretion of the respective party and be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor has the burden of proving that it was not made in good faith by clear and convincing evidence.

7.6 **PARTIAL INVALIDITY.** If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

7.7 **COMPLIANCE WITH LAWS AND REGULATIONS.** The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to Chapter 4115 of the Ohio Revised Code and Sections 153.59 and 153.60 of the Ohio Revised Code, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Contractor agrees to comply and to require its subcontractors to comply.

7.7.1 **NON-DISCRIMINATION.** Contractor agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
- .3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

7.7.2 **PREVAILING WAGE RATES.** The Contractor and its subcontractors, regardless of tier, shall strictly comply with their obligation to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work, including any changes thereto, pursuant to Ohio Revised Code Chapter 4115.

7.7.3 **ETHICS.** By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

7.8 **JOB MEETINGS.** The Contractor or one of its representatives with authority to bind the Contractor will attend all job meetings. The Owner anticipates that job meetings will be scheduled on a weekly basis during construction or as needed. The Contractor will ensure that its Subcontractors also hold regular job meetings at which safety issues and job matters are discussed as these relate to the Work being performed. Job meetings include, but are not limited to, pre-construction meetings, weekly job meetings, weekly safety tool box meetings, and monthly safety meetings.

7.9 **PROPERTY TAX AFFIDAVIT.** The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

7.10 **PARTNERING.** Contractor agrees that it will participate, as part of the Contract Sum, in any partnering sessions scheduled by Owner.

7.11 **WARRANTIES.** Notwithstanding anything to the contrary in the Contract Documents, including the Project Manual and Specifications, no warranties by Contractor shall be limited to any time shorter than the statute of limitations for written contracts in Ohio.

- .1 Contractor shall not be entitled to receive compensation for any repair work performed pursuant to the warranty contained in Project Manual Section 09900 – Painting, Paragraph D Warranty.

7.12 **CONTRACTOR ATTESTATIONS.**

- .1 Contractor attests that it has not scaled these contract documents to determine quantities for bids, as Contractor has field verified and taken its own dimensions to determine the quantities for its bid.
- .2 Contractor agrees that all the scales noted on the drawings are correct; so as to give it an "intent" of what is to be bid. Contractor has not relied on any other dimensions than what are noted in text and dimension lines.
- .3 Contractor has thoroughly read the Contract Documents and has asked any and all questions it has 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 Agreement.
- .4 Contractor will not be asserting a claim for additional time or money associated with the three issues listed above.
- .5 Contractor believes it has accurately interpreted the Contract Documents and has asked for clarification and received satisfactory response for all items not thoroughly addressed or appeared to be conflicting in the Contract Documents and has 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.

7.13 **ENTIRE AGREEMENT.** This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

Owner:
Board of Commissioners of Belmont County, Ohio
By: Mark A. Thomas /s/
Name: Mark A. Thomas
Title: President
Date: 9-25-17

Contractor:
Coon Caulking & Sealants, Inc. dba Coon
Restoration & Sealants, Inc.
By: Gene A. Morkarski /s/
Name: Gene A. Morkarski
Title: Secretary/Treasurer
Date: 9/26/17

APPROVED AS TO FORM:
David K. Liberati /s/ Assistant
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

Budget Hearings continued-

Board of Elections-Present: Bill Shubat, Director, Kelly McCabe, Deputy Director and Robert DeFrank, Times Leader.

A 3% increase was factored in for salaries "just in case." Some monies may also need transferred for poll workers (also includes police poll workers) and part-time help. Mr. Thomas noted it is hard to put a finite number on poll workers. Mr. Thomas noted the Board expects to be at the same or possibly less in the certification for next year. He said the Board of Elections is state mandated so there is not much we can do.

Soil & Water-Present: Liza Butler, Administrator and Office staff Abbey Haywood, Steve Mazgai, Samantha Hearn and Brian Murphy and Robert DeFrank, Times Leader.

Ms. Butler said the Equipment line is higher due to a truck that needs replaced. She said they are getting quotes now and the money has already been appropriated. Mr. Thomas questioned why the Salaries line item was \$105,175.87 less this year than last year. He asked Mrs. Vannoy and Ms. Smolenak to check our figures.

Sheriff-Present: Sheriff Dave Lucas and Kitty Jo Paboucek, Fiscal Manager.

The food budget is at \$250,000, but Ms. Paboucek said they can't be sure of that amount depending on jail population, etc. Sheriff presented a handout that included requests and quotes for sink and shower replacements (21 bathrooms need completed). He is also requesting six to eight new vehicles, plus a jail van. 8 vehicles have over 100,000 miles. Sheriff estimates a cost of \$26,000 per vehicle plus \$14,000 for uplifting. Mr. Thomas requested a written estimate that includes all the requests. Ms. Paboucek noted \$70,000 a year is currently being paid for maintenance on vehicles. Sheriff Lucas said several years ago they leased vehicles and they can look at doing that again. He also noted housing prisoners outside of the county is also not included in their budget which is an estimated cost of \$50,000 per month/\$600,000 per year.

September 20, 2017

Motion made by Mr. Thomas, seconded by Mr. Meyer to adjourn the meeting at 3:00 p.m.
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Read, approved and signed this 27th day of September, 2017.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK