

St. Clairsville, Ohio

March 18, 2015

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede and Matt Coffland, Commissioners and Jayne Long, Clerk of the Board. Absent: Commissioner Mark A. Thomas

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mrs. Favede, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
A-David S. Trouten, Jr.	Reimburse travel & seminar charges-Public Defender/General Fund	504.51
A-McGhee & Co.	Supplies-Engineer/General Fund	154.43
A-Ohio Recorders Assoc.	Recorder's Dues/General Fund	2,008.12
A-Speedway SuperAmerica	Gasoline-Adult Probation/General Fund	79.25
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	747.91
S-Crossroads Counseling	Treatment services/Smart Ohio Pilot Grant	8,846.86
W-Lexis Nexis	Monthly charges/Law Library Fund	7,332.00
W-Pamela S. Bowman	Conference fee/Prosecutor's Victim Program Fund	75.00

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for March 18, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$67,745.49
A-GENERAL/AUDITOR	\$1,731.37
A-GENERAL/CHEST CLINIC	\$90.05
A-GENERAL/CLERK OF COURTS	\$92.13
A-GENERAL/COMMON PLEAS	\$962.10
A-GENERAL/PROBATE COURT	\$946.48
A-GENERAL/PUBLIC DEFENDER	\$653.51
A-GENERAL/ SHERIFF	\$6,620.54
A-GENERAL/TREASURER	\$75.50
A-GENERAL/911	\$2,613.01
B-Dog and Kennel	\$1,596.64
E-911	\$668.28
H-Job & Family, CSEA	\$3,398.11
H-Job & Family, Family & Children First	\$15,679.81
H-Job & Family, Public Assistance	\$103.40; \$6,739.70; \$7,295.00; \$19.00; \$22,645.30; \$17,359.50
H-Job & Family, WIA	\$460.00; \$5,240.23; \$4,000.00; \$18,788.25; \$23,285.32
J-Real Estate Assessment	\$53,740.57
K-Engineer MVGT	\$26,849.94
M-Juvenile Ct. – Drug Court Donations	\$150.00
M-Juvenile Ct. –Placement I	\$24,670.24
M-Juvenile Ct. – Placement II	\$11,391.74
M-Juvenile Ct. – Title IV-E Reimb.	\$5,717.14
N-Capital Projects-Facilities	\$6,300.00
P-Oakview Admin. Bldg.	\$44.65
S-Certificate of Title Adm Fund	\$231.44
S-Common Pleas Court Computer Fund	\$290.54
S-District Detention Home	\$5,084.56
S-Eastern Ct. General Special Projects	\$952.92
S-Job & Family, Children Services	\$1,363.59; \$656.68; \$15,194.35
S-Juvenile Ct. Computer Fund	\$159.97
S-Oakview Juvenile Residential Center	\$1,855.09
S-Port Authority	\$700.00
S-Senior Services	\$24,956.85
S-Sheriff CCW	\$1,294.00
S-Sheriff Commissary	\$383.00
S-Western Ct. General Special Projects	\$300.16
U-Sheriff's Reserve Account	\$168.50
W-DRETAC Treasurer's Office	\$864.00
Y-Tax Certificate Admin Fund	\$256.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

FROM	TO	AMOUNT
E-1520-S077-S03.003 PERS	E-1520-S077-S04.006 Hospitalization	\$15.30

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR FEBRUARY, 2015**

Motion made by Mrs. Favede seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/
Holding Account for the month of February, 2015.

Gross Wages P/E 02/13/15 to 02/27/15	TO		
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,068.02
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	694.40
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	399.54
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,635.84
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	5,085.93
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	3,841.21
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,391.17
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	693.60
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	5,375.04
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	6,750.27
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	479.77
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	3,772.22
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,092.92
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	4,079.82
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,612.10
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,535.40
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	6,212.36
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,510.30
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	4,878.01
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,667.90
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	796.00
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,553.04
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,166.52
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,062.64
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	282.56
			76,668.58
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,686.51
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,977.77
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	566.00
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	443.00
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	539.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	200.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	416.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	471.00
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	432.00
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	366.76
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,038.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	45,022.49
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,830.59
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,231.93
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	933.86
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	16,973.64
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,064.89

SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	716.80
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	347.20
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,190.94
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	885.66
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,095.13
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	971.79
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,585.82
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	8,383.96
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	891.44
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,561.50
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	177.51
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	36.01
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	673.08
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,883.42
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	8,163.54
JUV ACCTBLY - BLOCK GRANT	E-0914-S035-S05.000	R-9895-Y095-Y01.500	380.80
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,978.90
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.40
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	25,698.84
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	13,040.68
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	328.46
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.98
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,966.64
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	382.58
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	340.78
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	652.70
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,183.45
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	272.62
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	441.40
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	579.80
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	179.20
			250,307.31

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE
WAIVED HOSPITALIZATION CHARGEBACKS FOR
THE MONTHS OF DECEMBER, 2014, JANUARY & FEBRUARY, 2015**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for Waived Hospitalization for the months of December, 2014, January & February, 2015.

FROM	TO	
E-0256-A014-A08.006 GENERAL	R-9891-Y091-Y03.500	8,083.29
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y03.500	500.00
E-5005-S070-S06.006 SENIOR PROGRAM	R-9891-Y091-Y03.500	1,916.66
E-3701-P003-P31.000 WATER & SEWER WWS#2	R-9891-Y091-Y03.500	380.31
E-3702-P005-P31.000 WATER & SEWER WWS#3	R-9891-Y091-Y03.500	902.72
E-3704-P051-P15.000 WATER & SEWER SSD#1	R-9891-Y091-Y03.500	59.45

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E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	60.25
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	10.17
E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	3.76
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	1,000.00
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	500.00
E-0400-M060-M29.008	JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	250.00
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9890-Y091-Y03.500	250.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	750.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,750.00
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,250.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	416.66
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	1,000.00
E-2410-S066-S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,000.00
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	0.00
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	250.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	250.00
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJ.	R-9891-Y091-Y03.500	0.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>250.00</u>
	TOTAL		23,833.27

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following dates:

****FEBRUARY 18, 2015****

E-1511-W080-P05.003	PERS	\$500.00
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****MARCH 18, 2015****

E10 9-1-1 FUND

E-2200-E010-E05.012	Equipment	\$20.00
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E11 9-1-1 WIRELESS FUND

E-2200-E011-E01.011	Contract Services	\$20,922.70
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H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H04.000	Jefferson Co.	\$470,952.00
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L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L14.000	Other Expenses	\$1,503.33
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L05 WATERSHED COORDINATOR FUND/BSWCD

E-1815-L005-L01.002	Salaries	\$27,000.00
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E-1815-L005-L11.003	PERS	\$3,000.00
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E-1815-L005-L12.004	Workers Comp	\$500.00
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E-1815-L005-L13.005	Medicare	\$500.00
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E-1815-L005-L15.006	Hospitalization	\$4,000.00
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N41 ISSUE TWO MONIES FUND

E-9041-N041-N10.055	Project Payments	\$77,467.97
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S12 PORT AUTHORITY FUND

E-9799-S012-S21.000	Armory Property	\$6,880.86
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S31 NSLA-OAKVIEW JUVENILE FUND

E-8011-S031-S02.000	Food (Meal Ticket)	\$97.50
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E-8011-S031-S02.000	Food (NSLA)	\$1,380.33
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W80 PROSECUTORS VICTIM ASSISTANCE FUND

E-1511-W080-P01.002	Salary	\$1,277.72
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E-1511-W080-P06.004	Workers Comp	\$ 255.00
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E-1511-W080-P07.006	Hospitalization	\$1,277.72
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Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 18, 2015:

CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund/Commissioners

E-0051-A001-A14.012	Equipment	\$250,000.00
E-0051-A001-A24.000	Infrastructure/ORC.026	\$750,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE CAPITAL PROJECTS-FACILITIES FUND/N29

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 2, 2015:

E-9029-N029-N04.055	Other Expenses	\$2,270.33
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Tri-State Office Furniture Quote for third floor break room furniture.

Upon roll call the vote was as follows:

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

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 March 18, 2015, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

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

GENERAL FUND - \$250,000.00 PO #521078 E-0051-A001-A14.012 Equipment – 2014 PO Closed 03/04/15
\$750,000.00 PO #521082 E-0051-A001-A24.000 Infrastructure/ORC .026 – 2014 PO Closed 03/04/15

Upon roll call the vote was as follows:

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

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:

AUDITOR – Adam Quirk to travel to West Lafayette, OH, on March 18 2015, to attend a meeting at OMEGA on Oil & Gas ad valorem tax in Ohio. A county car will be used. Estimated expenses: \$100.00

DJFS – Linda Kinter and Shelley Schramm traveled to Marysville, OH, on March 24, 2015, to attend Ohio Benefits Monthly Meeting. Estimated expenses: \$24.00. Mary Hagiloizou, Andrea LaRoche and Beth Johnson to travel to Marietta, OH, on April 16, 2015, to attend WA Round Table Meeting. Estimated expenses: \$36.00. Kathy Probst, Erin Greenwood, Dave McFarlan, Cindy Berry, Don Giffin and Kim Rico to travel to Dublin, OH, on April 19-21, 2015, to attend CSEA/OCDA Spring Symposium. Sarah Smith to travel to Swiss Hills Vocational School on April 2, 2015, to attend Career Day. Estimated expenses: \$4,048.48

SENIOR SERVICES – Daisy Braun, Donna Steadman, Linda Wells, Michael McBride, Shirley Jo Case, Sue Hines, Sue Neavin, Patricia Kinney and Valerie Forst to travel to Worthington, OH, on March 22-24, 2015, to attend OASC 2015 Annual Conference. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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 meetings of March 4, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRAIL'S END SUBDIVISION PHASE II UNION TWP. SEC 8 & 9, T-8, R-5

[Belmont Co. Commissioners
 [Courthouse
 [St. Clairsville, Ohio 43950
 [Date March 18, 2015

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 Plat of Trail's End Subdivision-Phase II, Union Township, Sections 8 & 9, T-8, R-5, 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
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To: Suz Pubal, F.O., Union Township Trustees, P.O. Box 1, Morristown, OH 43759

You are hereby notified that the 1st day of April, 2015, 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: Union Township Trustees
 Upon roll call the vote was as follows:

Mrs. Favede	Yes
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March 18, 2015

Mr. Coffland Yes
Mr. Thomas Absent

IN THE MATTER OF _____] [Belmont Co. Commissioners
PASSMORE ADDITION _____] [Courthouse
_____] [St. Clairsville, Ohio 43950
WARREN TWP. SEC 3, T-8, R-6 _____] [Date March 18, 2015

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 Plat of Passmore Addition, Warren Township, Section 3, T-8, R-6, 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: Nancy Detling, F.O., Warren Township Trustees, 61881 Bailey Road, Barnesville, OH 43713

You are hereby notified that the 1st day of April, 2015, at 9:40 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: Warren Township Trustees
-
- Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
A PORTION OF WOODLAND DRIVE
IN McELWAIN PLACE, RICHLAND TOWNSHIP
SECTION 33, T-7, R-4/RD IMP 1128**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the following Public Road Petition for "the vacation of a portion of Richland Township Road 1659 (Woodland Drive) located in Richland Township, Section 33, Township 7, Range 4" and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as **Road Improvement # 1128** in accordance with Ohio Revised Code Section 5553.04.

PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04

Belmont County, Ohio

March 12, 2015
Imp #1128

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

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacation of a portion of Richland Township road 1659 (Woodland Drive) a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

**WOODLAND DRIVE
RIGHT OF WAY VACATION**

SITUATED IN THE STATE OF OHIO, COUNTY OF BELMONT AND TOWNSHIP OF RICHLAND AND BEING PART OF SECTION 33, TOWNSHIP 7, RANGE 4 AND A PORTION OF WOODLAND DRIVE (30-FEET WIDE) IN MCELWAIN PLACE AS RECORDED IN CABINET D, SLIDE 173 OF THE PLAT RECORDS OF BELMONT COUNTY, OHIO. THE CENTERLINE OF SAID PORTION OF WOODLAND DRIVE IS DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT IN THE CENTER OF SAID DRIVE, FROM WHICH THE NORTHEAST CORNER OF A 0.466 OF AN ACRE PARCEL (DEED VOLUME 798, PAGE 683) BEARS SOUTH 47 DEGREES 21 MINUTES 00 SECONDS WEST, 15.00 FEET; THENCE FROM THE PLACE OF BEGINNING AND FOLLOWING THE CENTERLINE OF SAID DRIVE, SOUTH 42 DEGREES 39 MINUTES 00 SECONDS EAST, 253.14 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 00 SECONDS WEST, 157.22 FEET TO A POINT AT THE SOUTHERN TERMINUS OF SAID DRIVE, FROM WHICH THE NORTHWEST CORNER OF LOT 4 IN KACSMAR ESTATES (PLAT CABINET E, SLIDE 32) BEARS SOUTH 75 DEGREES 08 MINUTES 00 SECONDS EAST, 15.39 FEET.

ALL BEARINGS ARE BASED ON THE BEARINGS GIVEN ON THE PLAT OF MCELWAIN PLACE AS RECORDED IN CABINET D, SLIDE 173 OF THE PLAT RECORDS OF BELMONT COUNTY, OHIO.

THE ABOVE DESCRIPTION WAS PREPARED ON DECEMBER 8, 2014 BY DON S. KYER, P.S. NO. 6948.

**PETITION TO VACATE PORTION OF WOODLAND DRIVE
IN MCELWAIN PLACE IN RICHLAND TOWNSHIP
BELMONT COUNTY, OHIO**

James F. Kacsmar and Carolyn J. Kacsmar, husband and wife, residing at 44901 Kacsmar Estates Drive, St. Clairsville, Ohio 43950, owners of a 5.8647 acre tract and a 0.016 acre tract situated in the Northeast Quarter of Section 33, Township 7, Range 4, Richland Township, Belmont County, Ohio identified as Auditor's Parcel Nos. 32-02913.000 and 32-02916.000, respectively, hereby petition the Board of Commissioners of Belmont County, Ohio, to vacate that portion of Woodland Drive shown on the Plat of McElwain Place, Cabinet D, Slide 173, Plat Records of Belmont County, Ohio, as is cross-hatched on Exhibit A attached hereto and incorporated herein by reference.

Petitioners further state that said vacation is pursuant to the terms of a Judgment Entry Dismissal With Prejudice (hereinafter "Judgment Entry") incorporating by reference a Settlement Agreement among Landowners in the vicinity of that portion of Woodland Drive sought to be vacated, which Judgment Entry was filed April 17, 2014 in Case No. 13 CV 168, Philip M. Pubal et al. vs. Kenneth W. Perkins, et al., Court of Common Pleas of Belmont County, Ohio.

Name
James F. Kacsmar /s/

Sign
James F. Kacsmar

Print Name

Name
Carolyn J. Kacsmar /s/

Sign
Carolyn J. Kacsmar

Print Name

Name
David R. Mertz /s/

Sign
David R. Mertz

Tax Mailing Address
44901 Kacsmar Estates Drive
St. Clairsville, OH 43950

Tax Mailing Address
44901 Kacsmar Estates Drive
St. Clairsville, OH 43950

Tax Mailing Address
44904 Kacsmar Estates Drive
St. Clairsville, OH 43950

March 18, 2015

Print Name

Name

Gary D. Trump /s/

Sign

Gary D. Trump

Print Name

Name

Paula J. Trump /s/

Sign

Paula J. Trump

Print Name

Name

Mary Ann Homard /s/

Sign

Mary Ann Homard

Print Name

Name

Richard Paul Homard /s/

Sign

Richard Paul Homard

Print Name

Name

Tina M. Barr /s/

Sign

Tina M. Barr

Print Name

Name

Carole A. Sabo /s/

Sign

Carole A. Sabo

Print Name

Name

Robert J. Sabo /s/

Sign

Robert J. Sabo

Print Name

Name

Linda Mehl /s/

Sign

Linda Mehl

Print Name

Name

Natalie Blowers /s/

Sign

Natalie Blowers

Print Name

Name

David L. Del Guzzo /s/

Sign

David Del Guzzo

Print Name

Name

Debra G. Del Guzzo /s/

Sign

Debra G Del Guzzo

Print Name

Name

Arlie J. Thoenen /s/

Sign

Arlie J. Thoenen

Print Name

Name

Herbert E. Thoenen /s/

Sign

Herbert E. Thoenen

Print Name

Name

Frank Ludwig /s/

Sign

Frank Ludwig

Print Name

Name

James W. Forshey /s/

Sign

James W. Forshey

Print Name

Name

Kent C. Litzenberger /s/

Sign

Kent Litzenberger

Print Name

Name

Jeffrey A. Vannest /s/

Sign

Jeffrey A. Vannest

Print Name

Name

Tax Mailing Address

67748 Tulane Rd

St. Clairsville, OH 43950

Tax Mailing Address

67748 Tulane Rd

St. Clairsville, OH 43950

Tax Mailing Address

67763 Tulane Rd

St. Clairsville, OH 43950

Tax Mailing Address

67763 Tulane Rd

St. Clairsville, OH 43950

Tax Mailing Address

67761 Tulane Rd

St. Clairsville, OH 43950

Tax Mailing Address

67771 Tulane Rd

St. Clairsville, OH 43950

Tax Mailing Address

67771 Tulane Rd

St. Clairsville, OH 43950

Tax Mailing Address

44920 Kacsmar Dr.

St. Clairsville, OH 43950

Tax Mailing Address

44930 Kacsmar Dr.

St. Clairsville, OH 43950

Tax Mailing Address

44955 Kacsmar Dr.

St. Clairsville, OH 43950

Tax Mailing Address

44955 Kacsmar Dr.

St. Clairsville, OH 43950

Tax Mailing Address

67783 Charleston Ln

St. Clairsville, OH 43950

Tax Mailing Address

67783 Charleston Ln

St. Clairsville, OH 43950

Tax Mailing Address

44950 Kacsmar

St. Clairsville, OH 43950

Tax Mailing Address

67780 Tulane Rd

St. Clairsville, OH 43950

Tax Mailing Address

44906 Kacsmar Est. Dr.

St. Clairsville, OH 43950

Tax Mailing Address

67810 Charleston Lane.

St. Clairsville, OH 43950

Tax Mailing Address

March 18, 2015

Jose M. Leon /s/
Sign

Jose M. Leon
Print Name

Name

M. Felisa Torres Deleon /s/

Sign

M. Felisa Torres Deleon

Print Name

44700 Spring Brook Drive
St. Clairsville, OH 43950

Tax Mailing Address

44700 Spring Brook Drive

St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
A PORTION OF WOODLAND DRIVE
IN McELWAIN PLACE, RICHLAND TOWNSHIP
SEC. 33, T-7, R-4/RD IMP 1128**

Office of County Commissioners

Belmont County, Ohio

Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice

Thereof on Public Road Petition

Rev. Code, Sec. 5553.05

RD. IMP. 1128

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 18th day of March 2015 at the office of the Commissioners with the following members present:

Mrs. Favede

Mr. Coffland

Mr. Favede moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to a portion of Richland Township Road 1659 (Woodland Drive), Section 33, Township 7, Range 4, Belmont County, Ohio.

RESOLVED, That the 1st day of April, 2015 at 11:30 o'clock A.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 8th day of April 2015, at 9:45 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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	Absent

Adopted March 18, 2015

Jayne Long /s/

Clerk, Belmont County, Ohio

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.05**

ROAD IMP. # 1128

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of a portion of Richland Township Road 1659 (Woodland Drive), a public road, the general route and termini of which Road are as follows:

*WOODLAND DRIVE
RIGHT OF WAY VACATION*

SITUATED IN THE STATE OF OHIO, COUNTY OF BELMONT AND TOWNSHIP OF RICHLAND AND BEING PART OF SECTION 33, TOWNSHIP 7, RANGE 4 AND A PORTION OF WOODLAND DRIVE (30-FEET WIDE) IN McELWAIN PLACE AS RECORDED IN CABINET D, SLIDE 173 OF THE PLAT RECORDS OF BELMONT COUNTY, OHIO. THE CENTERLINE OF SAID PORTION OF WOODLAND DRIVE IS DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT IN THE CENTER OF SAID DRIVE, FROM WHICH THE NORTHEAST CORNER OF A 0.466 OF AN ACRE PARCEL (DEED VOLUME 798, PAGE 683) BEARS SOUTH 47 DEGREES 21 MINUTES 00 SECONDS WEST, 15.00 FEET; THENCE FROM THE PLACE OF BEGINNING AND FOLLOWING THE CENTERLINE OF SAID DRIVE, SOUTH 42 DEGREES 39 MINUTES 00 SECONDS EAST, 253.14 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 00 SECONDS WEST, 157.22 FEET TO A POINT AT THE SOUTHERN TERMINUS OF SAID DRIVE, FROM WHICH THE NORTHWEST CORNER OF LOT 4 IN KACSMAR ESTATES (PLAT CABINET E, SLIDE 32) BEARS SOUTH 75 DEGREES 08 MINUTES 00 SECONDS EAST, 15.39 FEET.

ALL BEARINGS ARE BASED ON THE BEARINGS GIVEN ON THE PLAT OF McELWAIN PLACE AS RECORDED IN CABINET D, SLIDE 173 OF THE PLAT RECORDS OF BELMONT COUNTY, OHIO.

THE ABOVE DESCRIPTION WAS PREPARED ON DECEMBER 8, 2014 BY DON S. KYER, P.S. NO. 648.

Said Board of County Commissioners has fixed the 1st day of April 2015, at 11:30 o'clock A.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 8th day of April 2015, at 9:45 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

**By Order of the Board of County Commissioners,
Belmont County, Ohio**

Jayne Long /s/

Jayne Long, Clerk

ADV. TIMES LEADER (2) Tuesdays – March 24 and 31, 2015

**IN THE MATTER OF RESOLUTION AUTHORIZING PARTICIPATION
IN ODOT COOPERATIVE PURCHASING PROGRAM/ENGINEER'S ROAD SALT
RESOLUTION AUTHORIZING PARTICIPATION
IN ODOT COOPERATIVE PURCHASING PROGRAM**

Meeting or Approval Date: March 18, 2015

WHEREAS, Section 5513.01 (B) provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts, Park Districts created under Chapter 1545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

NOW, THEREFORE, Be it ordained by the Belmont County Board of Commissioners;

SECTION 1.

That the Belmont County Engineer hereby requests authority in the name of the Belmont County Board of Commissioners to participate in the Ohio Department of Transportation Summer (418-16) and/or Winter (018-16) contracts for road salt.

SECTION 2.

That the Belmont County Engineer is hereby authorized to agree in the name of the Belmont County Board of Commissioners to be bound by all terms and conditions as the Director of Transportation prescribes.

SECTION 3.

That the Belmont County Engineer is hereby authorized to agree in the name of the Belmont County Board of Commissioners to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the Belmont County Board of Commissioners participates, for items it receives pursuant to the contract.

SECTION 4.

That the Belmont County Board of Commissioners agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. The Belmont County Board of Commissioners agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the Belmont County Board of Commissioners may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the foregoing resolution which upon roll call was unanimously adopted this 18th day of March, 2015.

Absent	<u>Ginny Favede /s/</u>	<u>Matt Coffland /s/</u>
Mark A. Thomas, President	Ginny Favede, Vice-President	Matt Coffland

BELMONT COUNTY COMMISSIONERS

IN THE MATTER OF APPROVING AND SIGNING A SIX (6) MONTH TEMPORARY ROAD RIGHT OF WAY AND EASEMENT AGREEMENT BETWEEN COMMISSIONERS AND SUMMIT MIDSTREAM UTICA, LLC

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign a six (6) month Temporary Road Right of Way and Easement Agreement between Belmont County Commissioners (Grantor) and Summit Midstream Utica, LLC, (Grantee) in the amount of \$8000 for Tax Parcels #14-60002.000 and 14-00328.000 to allow for ingress and egress over the above described parcels.

TEMPORARY ROAD RIGHT OF WAY AND EASEMENT AGREEMENT

STATE OF OHIO
COUNTY OF BELMONT

WHEREAS, the Belmont County Commissioners ("Grantor"), whether one or more, is the owner of the surface in and to certain lands (the "Land") Mead Township, Belmont County, State of Ohio, and being further described as Tax Parcels #14-60002.000 & 14-00328.000 and bounded and described substantially, now or formally:

On the North by: G. Crozier # 14-00172.000
On the East by: Estate of Karen J. Johnson #14-00327.000
On the South by: Estate of Karen J. Johnson #14-00327.000
On the West by: O. L. Palmer # 14-00240.000

Containing 1.00 acres, more or less, and being the same land conveyed to Grantor by Karen J. Johnson by Warranty Deed dated the 16th day of March, 1982 and recorded in Book 605 at Page 325 in the Deed Records of Belmont County, Ohio AND 0.50 acres, more or less, being the same land conveyed to grantor by Clifford J. Sommers and Wilma R. Sommers, by Warranty Deed dated May 10, 1960 and recorded at Book 447, Page 662 of the Deed Records of Belmont County, Ohio. Being 1.50 acres in total.

WHEREAS, Summit Midstream Utica, LLC, a Delaware limited liability company, whose address is 1800 One Hughes Landing Boulevard, Suite 300, The Woodlands, Texas 77380 ("Grantee"), has requested that Grantor grant to Grantee a Temporary Access Road easement across the Land in order for Grantee to have access to and from other lands in the vicinity of the Land.

NOW, THEREFORE, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Grantor hereby GRANTS, BARGAINS, ASSIGNS and CONVEYS exclusively unto Grantee, its successors and assigns, licensees, permittees, contractors and employees a thirty foot (30') wide right-of-way and access to provide Grantee vehicular (including, but not limited to, cars, trucks, rigs and oil field related vehicles) and pedestrian ingress to and egress from other lands in the vicinity of the Land. The Right of Way and Easement shall be located on the Land as described and depicted on Exhibit A attached hereto.

This Agreement is granted subject to the following terms and conditions:

1. This Right of Way and Easement shall commence as of the date hereof and shall continue for a period of six (6) months, as necessary during the construction of an adjacent Right of Way and Easement and to be used solely for the purposes set forth above.
2. Grantee may use up to thirty (30') feet in width during construction and maintenance of the Right of Way and Easement. The final width of the easement will remain at thirty feet (30") for the duration of the easement use. The estimated finished top of the road is thirty feet (30').
3. This Easement and Right of Way shall include the right to construct and maintain a new road or to use, improve and widen any existing road(s) now located on the Land and subject to this Right of Way and Easement.
4. At the end of the term all materials and improvements, meaning gravel, gates, cattle guards, and culverts installed by Grantee in accordance with this Right of Way and Easement will become the property of the current surface owner.
5. The payment of the consideration specified in Order of Payment #PLC-DA-249 shall cover surface damages, but shall not release or discharge Grantee for damages for injury to or death of livestock of Grantor or Grantor's tenant(s) caused by Grantee. Grantee shall be liable for any damages caused by Grantee, its employees, agents, contractors, or invitees to the surface outside the Right of Way and Easement and shall be liable for any damages caused to Grantor's fencing by Grantee, its employees, agents, contractors, or invitees.
6. Grantee shall have the right to terminate this Right of Way and Easement at any time by giving written notice to Grantor, and providing Grantor a recordable release of this agreement.
7. So long as this Right of Way and Easement is in effect, Grantor shall take no action, the effect of which would deny or interfere with Grantee's rights hereunder.
8. Grantee shall be entitled to exercise the rights granted hereunder without any notice to or consent from Grantor, its successors or assigns.
9. This Right of Way and Easement does not constitute a fee title conveyance of any part of the Land or of the minerals therein or thereunder, but grants only the Right of Way and Easement as herein provided.

- 10. This Right of Way and Easement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument, and the signature and acknowledgement pages of counterpart execution copies may be combined to form one document for all purposes.
- 11. Grantee agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages or injuries (including death) to persons or property to the extent caused by Grantee's negligence or willful misconduct in the construction, operation, use and maintenance of the roadway under this Right of Way and Easement.
- 12. If, at the end of the initial six (6) month term, continued access is required for construction and maintenance purposes of the adjacent Right of Way and easement, upon payment of \$1,250.00 per month, due on the first (1st) of each month, access shall be granted under the same terms and conditions of this agreement.

TO HAVE AND TO HOLD said Right of Way and Easement unto Grantee, its successors and assigns. This Right of Way and Easement shall insure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, successors, legal representatives and assigns. THIS INSTRUMENT is made effective this 18th day of March, 2015.

Approved: Fred F. Bennett /s/ 03/06/15
 Fred Bennett, Belmont County Engineer Date
 Approved As to Form: David K. Liberati /s/ Assistant 3-13-15
 Belmont County Prosecutor Date
 Dan Fry

Signed: Ginny Favede /s/ Matt Coffland /s/
 Ginny Favede, Commissioner Matt Coffland, Commissioner

Mark Thomas, Commissioner
 Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE TIME AND PLACE FOR THE BELMONT COUNTY ENGINEER'S ANNUAL MEETING OF COUNTY AND TOWNSHIP AUTHORITIES

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the time and place for the Belmont County Engineer's Annual Meeting of County and Township Authorities per ORC 5543.06 as follows:

Date: Thursday, April 16, 2015
Time: 6:00 P.M.
Place: County Garage-Roscoe Rd., St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH AGRISLUDGE, INC. ON BEHALF OF THE BCSSD FOR HAULING SLUDGE FOR THE FOX-SHANNON WASTEWATER TREATMENT PLANT FOR 2015-2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into contract with Agri-Sludge, Inc., on behalf of the Belmont County Sanitary Sewer District, for sludge hauling for the Fox-Shannon Wastewater Treatment Plant for the year 2015-2016 services based upon the recommendation of Mark Esposito, BCSSD Director.

CONTRACT

THIS CONTRACT, made this 18th day of March, 2015 (for the Year 2015-2016 Services) by and between Agri-Sludge, Inc., hereinafter called the "CONTRACTOR," and the The Belmont County Commissioners, hereinafter called the 'OWNER'.

WITNESSETH, that the contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I, SCOPE OF WORK – The Contractor shall perform, provide and furnish all of the labor, disposal sites, necessary tools, equipment, and all transportation services required to remove and surface land apply biosolids from Owners storage tank(s). Both parties agree to the items listed as follows:

1. Contractor shall dewater and remove approximately 1,000,000 gallons, provide proof of disposal site approval and report to Owner all quantity hauled per site.
2. Contractor agrees to work within the guidelines of Owners sludge management plan and comply with any Ohio and Federal laws governing the disposal of the material, including providing monthly data for Annual Sludge Reports.
3. The work shall be performed within an acceptable time frame suitable to Owner, weather permitting.
4. Owner agrees to provide all testing necessary for the biosolids prior to removal and filling out and signing the Notice and Necessary Information form.
5. Owner provides reasonable access to Contractor for completing the work.

ARTICLE II, THE CONTRACT PRICE - The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided herein, in current funds, the Contract price computed as follows:

- 1) Agri-Sludge, Inc. would charge **\$0.0595** per gallon to haul liquid off-site for disposal.
- 2) Agri-Sludge, Inc. would charge **\$0.0495** per gallon for the dewatering option, and our preference would be a portable press.
- 3) Agri-Sludge, Inc. would charge **\$24.50** per cubic yard to spread cake on county owned sites.
- 4) Agri-Sludge, Inc. would charge **\$30.50** per cubic yard to spread cake on our sites.

ARTICLE III, TERM OF CONTRACTUAL SERVICES - The duration of this Contract shall be from signing until the work is completed. This Contract may be renewed upon mutual agreement by both parties.

ARTICLE IV, PAYMENT – Owner agrees to pay Contractor upon completion of work each month. Payment will be due 30 days from invoicing or as soon thereafter as said funds are made available by the Director of Finance of the Owner.

ARTICLE V, INSURANCE AND WORKERS' COMPENSATION - Contractor will provide a Certificate of Commercial General Liability insurance in an amount of not less than \$1,000,000, a Certificate of Transportation Pollution Liability insurance in an amount of not less than \$1,000,000 and a Workers' Compensation Certificate at the signing of the Contract.

ARTICLE VI, LAW JURISDICTION, VENUE – In the event there is a dispute over the meaning of any term(s) of this agreement, the obligation of any party to this agreement, any claim for damage for failure to perform or any other dispute between the parties, it shall be settled by binding arbitration conducted in accordance with the rules of the American Arbitration Association in Belmont County, Ohio. Any Court action filed by any party shall be stayed until the Arbitrator's decision is issued. The Court shall enter judgment consistent with the decision of the arbitrator.

The laws of the State of Ohio shall govern as to all questions arising under this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in original counterparts the day and year first above written.

AGRI-SLUDGE, INC.

Contractor
BY: Thomas W. Abraham /s/
TITLE: President
DATE: 03/04/2015

Belmont County Commissioners
Owner
BY: Matt Coffland /s/
TITLE: Ginny Favede /s/ Vice-President
DATE: March 18, 2015

Approved as to form:

David K. Liberati /s/, Assistant

Belmont County Prosecutor 3/18/15

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH
VAUGHN, COAST & VAUGHN, INC., FOR ENGINEERING
SERVICES FOR THE BELMONT CO. WATER PLANT FINISHED
WATER STORAGE TANK/BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into agreement with Vaughn, Coast & Vaughn, Inc. in the amount of \$49,000.00, effective March 18, 2015, for professional engineering services for the Belmont County Water Plant Finished Water Storage Tank, based upon the recommendation of Mark Esposito, BCSSD Director.

Agreement between
Belmont County Board of Commissioners
and
Vaughn, Coast & Vaughn, Inc.
for
Professional Services for the Belmont County Water Plant
Finished Water Storage Tank

Prepared by
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

EJCDC 
**ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE**

and
Issued and Published Jointly by



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(800) 548-2723

www.asce.org

Associated General Contractors of America
 2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
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www.agc.org

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EJCDC 
**ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE**

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of March 18, , 2015 (“Effective Date”) between
Belmont County Board of Commissioners (“Owner”) and
Vaughn, Coast & Vaughn, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Belmont County Water Plant Finished Water Storage Tank (“Project”).

Engineer's services under this Agreement are generally identified as follows:
Design, permitting, and bidding services for installation of a new finished water storage tank at the Belmont
County Water Plant.

Owner and Engineer further agree as follows:

1.SERVICES OF ENGINEER

1.1. Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

2.OWNER'S RESPONSIBILITIES

2.1. General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
B. Owner shall pay Engineer as set forth in Exhibit C.
C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

3.SCHEDULE FOR RENDERING SERVICES

3.1. Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.2. Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

4.INVOICES AND PAYMENTS

4.1. Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.2. Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

5.OPINIONS OF COST

5.1. Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors'

methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.2. *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.3. *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

6. GENERAL CONSIDERATIONS

6.1. *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and regulations.
 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement, provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.2. *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.3. *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents,

without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.4. *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.5. *Suspension and Termination*

A. *Suspension:*

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.6. *Controlling Law*

A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.7. *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.8. *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.9. *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10. *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11. *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

7. DEFINITIONS

7.1. *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 - 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 - 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the

- Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
 9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
 10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
 11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
 12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
 13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
 14. *Engineer* – The individual or entity named as such in this Agreement.
 15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
 16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
 18. *PCBs* – Polychlorinated biphenyls.
 19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
 20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
 21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
 22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
 23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
 24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
 25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
 26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
 27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
 28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
 29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
 30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
 31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
 32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
 33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

8. EXHIBITS AND SPECIAL PROVISIONS

8.1. Exhibits Included:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work. **Not included.**
- F. Exhibit F, Construction Cost Limit. **Not included.**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. **Not included.**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.2. Total Agreement:

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.3. *Designated Representatives:*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.4. *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:	Engineer:
<u>Belmont County Board of Commissioners</u>	<u>Vaughn, Coast & Vaughn, Inc.</u>
By: <u>Matt Coffland /s/</u> <u>Ginny Favede /s/, Vice President</u>	By: <u>Jeffrey A. Vaughn, P.E.</u> <u>Jeffrey A. Vaughn /s/</u>
Title: _____	Title: <u>Vice-Pres.</u>
Date Signed: <u>March 18, 2015</u>	Date Signed: <u>3-10-15</u>
	Engineer License or Firm's Certificate No. <u>01020</u>
	State of: <u>Ohio</u>
Address for giving notices: <u>101 Main Street</u> <u>St. Clairsville, Ohio 43950</u>	Address for giving notices: <u>154 S. Marietta St.</u> <u>St. Clairsville, Ohio 43950</u>
Designated Representative (Paragraph 8.03.A): _____	Designated Representative (Paragraph 8.03.A): <u>Jeffrey A. Vaughn</u>
Title: _____	Title: <u>Vice-President</u>
Phone Number: _____	Phone Number: <u>740-695-7256</u>
Facsimile Number: _____	Facsimile Number: <u>740-695-2203</u>
E-Mail Address: _____	E-Mail Address: <u>jeff@vaughncoastvaughn.com</u>

Approved as to form:
David K. Liberati /s/
Belmont Co. Prosecutor, Assistant
2-9-15

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO THE VEHICLE MAINTENANCE AGREEMENT BETWEEN THE BELMONT CO. BOARD OF DEVELOPMENTAL DISABILITIES AND THE COMMISSIONERS DBA SENIOR SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into the Vehicle Maintenance Agreement between the Belmont County Board of Developmental Disabilities and the Belmont County Board of Commissioners, dba Senior Services of Belmont County, effective March 1, 2015 through February 28, 2016.

VEHICLE MAINTENANCE AGREEMENT
Between the
BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
And the
BELMONT COUNTY COMMISSIONERS dba
SENIOR SERVICES OF BELMONT COUNTY

I. PURPOSE

This Agreement is made this 1st day of March, 2015 by and between the Belmont County Board of Developmental Disabilities (*hereinafter County Board*) and the Belmont County Commissioners dba Senior Services of Belmont County (*hereinafter Senior Services*) for the purpose of the County Board providing vehicle maintenance for vehicles owned by the Belmont County Commissioners and used by Senior Services of Belmont County.

II. TERM

This agreement shall be in effect from March 1, 2015 through February 28, 2016.

III. TERMINATION

This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days advance written notice.

IV. COUNTY BOARD RIGHTS AND RESPONSIBILITIES

- A. The County Board shall provide routine maintenance on Senior Services' vehicles (based on a schedule developed by Senior Services and the County Board Mechanic Supervisor) at the rate of \$25.50 per hour plus cost of any necessary parts.
- B. The County Board shall provide other than routine maintenance on Senior Services vehicles (based on Senior Services' need) at the rate of \$49.00 per hour plus cost of any necessary parts.
- C. The County Board reserves the right to refuse to provide services depending on the nature of the repair.

V. SENIOR SERVICES RESPONSIBILITIES

- A. Senior Services shall adhere to the routine maintenance schedule developed by the Parties and deliver the vehicles scheduled for maintenance to the County Board Transportation grounds.
- B. Senior Services may schedule other than routine maintenance with the County Board Mechanic Supervisor.

VI. BILLING AND PAYMENT

- A. The County Board shall bill Senior Services for vehicle maintenance services at the end of the month if services have been provided during that month.
- B. Senior Services shall submit payment to the County Board for vehicle maintenance services provided within thirty (30) days of receipt of the bill.
- C. Any missed scheduled appointment that is not canceled in advance may result in a charge amounting to one hour of the applicable labor rate.

VII. ROUTINE MAINTENANCE SCHEDULE

- A. The County Board Mechanic Supervisor and Senior Services Executive Director or designee shall develop a routine maintenance schedule that will include dates on which maintenance will be performed and a list of those procedures that will be considered "routine maintenance" for the purpose of this Agreement.
- B. A copy of the routine maintenance schedule shall be attached and become part of this Agreement.
- C. Any maintenance procedures not included on the routine maintenance schedule shall be considered "other than routine maintenance" and shall be billed at the higher rate.
- D. Procedures that are other than routine maintenance shall not be performed by the County Board without prior written instruction from the Senior Services' Executive Director.

VIII. NONDISCRIMINATION POLICY

Both parties agree that they shall prohibit discrimination in the execution of this Agreement on the basis of race, color, sex, creed, disability, or national origin.

IX. SIGNATURES

<u>Stephen L. Williams /s/</u>	<u>3-13-15</u>
Stephen L. Williams, Superintendent	Date
Belmont County Board of Developmental Disabilities	
<u>Matt Coffland /s/</u>	<u>3-18-15</u>
Belmont County Commissioner Matt Coffland	Date
<u>Ginny Favede /s/</u>	<u>3-18-15</u>
Belmont County Commissioner Ginny Favede	Date
_____	_____
Belmont County Commissioner Mark Thomas	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE LETTER OF ENGAGEMENT FOR PROFESSIONAL SERVICES WITH MARTIN + SALLAWAY

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Letter of Engagement for Professional Services with Martin + Sallaway, PLLC, to represent the county in obtaining forfeiture of certain expired oil and gas leases for Tax Parcel No. 43-60021.000 in Washington Township at no cost to the county.

MARTIN

SALLAWAY

MARTIN + SALLAWAY, PLLC
5910 N. Central Expressway, Suite 725
Dallas, Texas 75206
www.martinsallaway.com

February 26, 2015

The County of Belmont
Belmont County Board of Commissioners
101 West Main Street
St. Clairsville, OH 43950

Re: Letter of Engagement for Professional Legal Services

To Whom It May Concern:

You have asked that Martin + Sallaway, PLLC ("M+S") represent you in obtaining the forfeiture of certain oil and gas leases covering the following described parcel of land:

Tax Parcel No. 43-60021.000, containing 4.158 acres, more or less, out of the Southwest Quarter of Section 17, Township 5, Range 4, located in Washington Township, Belmont County, Ohio, and described in Book 616, Page 624, dated November 25, 1983, by and between Russell D. Lucas and Violet J. Lucas, his wife, as grantor, and The Board of Commissioners of Belmont County, Ohio, as grantee.

Thank you for selecting M+S to represent you in these matters. We will do our best to provide the highest quality legal services in a responsive, efficient manner. We would like this letter of engagement to serve as a memorialization of our understanding as to attorney's fees, costs, rights and obligations on both our parts, arising out of our assistance to you. This letter also defines the terms and conditions on which M+S proposes to assist you.

Scope of Services and Fees:

Responsibilities: In reliance upon information and guidance provided by you, M+S will provide legal counsel and assistance to you in accordance with this letter, keep you reasonably informed of progress and developments, and respond to your inquiries. To enable M+S to effectively render these services, you agree to completely and accurately disclose information that may be relevant to the matters or that we may otherwise request, and to keep M+S apprised of developments relating to the matters.

Scope: M+S will provide professional legal services to you upon request. If M+S is unable to perform certain professional legal services, we will keep you reasonably informed and assist you in securing legal counsel to perform such services.

Fees and Billing: It is our understanding that you have reached an agreement with certain third parties, wherein the legal fees associated with the matters herein described shall be paid by those third parties and we hereby consent to such arrangement. In no event shall M+S look to you for payment or hold you responsible for payment of fees associated with the scope of this engagement.

Termination: We both have the right to terminate this engagement at any time upon written notice.

On behalf of the firm, we are happy to represent you in these matters. If you have any questions, please contact us at your convenience.

Regards,

MARTIN + SALLAWAY, PLLC

By: Brandon L. Martin /s/
Brandon L. Martin
Attorney & Counselor

I have read this letter and consent to it. Furthermore, after Martin + Sallaway, PLLC, has proposed the course of conduct, has communicated adequate information, and has explained all material risks of and reasonable available alternatives to the proposed course of conduct, I grant and give my informed consent.

Belmont County Board of Commissioners

By: _____

March 18, 2015

Mark A. Thomas
Its: President
By: Ginny Favede /s/
Ginny Favede
Its: Vice President
By: Matt Coffland /s/
Its: Member

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE ENGAGEMENT LETTER WITH THE AUDITOR OF STATE

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Engagement Letter with the Auditor of State for services to be performed regarding the Belmont County Audit for the year ended December 31, 2014; the audit is expected to be completed by June 30, 2015 at an estimated maximum cost of \$97,990.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING THE EXECUTION OF A DEED OF CORRECTION/FORMER BETHESDA SCHOOL PROPERTY

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

RESOLUTION AUTHORIZING THE EXECUTION OF A DEED OF CORRECTION

WHEREAS, in 2010, the Board of County Commissioners advertised and sold property formerly known as the Bethesda School in Bethesda, Ohio; and
WHEREAS, the Board intended to sell all of the property in the area of the Bethesda School and such representation was made by the auctioneer at said sale; and
WHEREAS, the Board recently discovered that Lot Five (5) in Emerson's 2nd Addition in Bethesda which was adjacent to, and part of, the Bethesda School property was not included in the advertisement and deed even though the Board intended to sell the same; and
WHEREAS, the purchaser of the Bethesda School property bid on the property understanding that he would receive title to all of the property adjacent to the Bethesda School.
NOW THEREFORE, in order to correct the omission in the prior deed, the Board hereby authorizes execution and delivery of a Deed of Correction to the purchaser, Robert L. Shepherd for Lot Five (5) in Emerson's 2nd Addition in Bethesda without further consideration from said purchaser.

Dated this 18th day of March, 2015.

Upon roll call the vote was as follows:

Mrs. Favede	<u>Yes</u>
Mr. Coffland	<u>Yes</u>
Mr. Thomas	<u>Yes</u>

DEED OF CORRECTION

The County of Belmont, a Political Subdivision of the State of Ohio acting by and through its Board of County Commissioners, for valuable consideration paid, grants to **Robert L. Shepherd**, whose tax-mailing address is 433 N. Main Street, Bethesda, Ohio, 43719, the following real property:

Situated in the Village of Bethesda, County of Belmont and State of Ohio, and known as and being Lot No. Five (5) in Emerson's Second Addition (Cabinet B, Slide 299), to the town of Fairmount (now known as the Village of Bethesda) in said County and State.

Excepting and reserving to the Grantor, the County of Belmont, a Political Subdivision of the State of Ohio, its successors and assigns, all of the coal, oil, gas and other minerals beneath the surface of the premises conveyed, together with the right to mine and extract the same.

Parcel No. 11-60002.000

Prior Deed Reference: Volume 751, Page 609

Subject to any and all exceptions, reservations, covenants, conditions, easements, rights-of-way, leases, and other matters of record.

This Deed of Correction is executed in order to convey the premises described above, which was omitted from a prior conveyance recorded in Volume 236, Page 439 of the Official Records of Belmont County, Ohio.

Executed this 18th day of MARCH, 2015.

The County of Belmont, a Political Subdivision of the State of Ohio acting by and through its Board of County Commissioners
Matt Coffland /s/

Matt Coffland

Mark Thomas

Ginny Favede /s/

Ginny Favede

IN THE MATTER OF APPROVING THE EXECUTION OF INVOICE NO. 2 FROM THYSSENKRUPP ELEVATOR/ COURTHOUSE ELEVATOR PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the execution of Invoice No. 2 from ThyssenKrupp Elevator in the amount of \$19,979.40 for the Courthouse Elevator Project Number 18318.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE NO. 334 FROM

**DIGITAL DATA COMMUNICATIONS FOR ONE DELL
PRECISION T1700 WORKSTATION FOR HVAC SYSTEM AT THE JAIL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Quote Number 334 from Digital Data Communications in the amount of \$1,354.99 (excluding shipping and handling) for the purchase of one (1) Dell Precision T1700 Workstation required to regulate the HVAC system at the Belmont County Jail.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE COST ALLOCATION
PLAN FOR THE BELMONT COUNTY ANIMAL SHELTER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Cost Allocation Plan for the Belmont County Animal Shelter effective February 8, 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE
PURCHASE OF PROPERTY FOR THE NEFFS
FLOOD MITIGATION PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Belmont County Commissioners to purchase the following property for the Neffs flood mitigation project:

<u>Property Owner/Address</u>	<u>Buyout Price</u>
Conny John Zeno 65278 Echo Road, Neffs, Ohio 43940	\$23,000.00

Note: *This Property Purchase Offer is a result of the FEMA Hazard Mitigation Grant.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE
GENERAL WARRANTY DEED FOR TRANSFER OF
PROPERTY FROM CONNY JOHN ZENO, JR. TO THE
COUNTY OF BELMONT/NEFFS FEMA MITIGATION**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the General Warranty Deed for the transfer of property located at 65278 Echo Road, Neffs, Ohio 43940, from Conny John Zeno, Jr. to the County of Belmont, Ohio.

GENERAL WARRANTY DEED

CONNY JOHN ZENO, JR., single, of Belmont County, Ohio, the Grantor, for valuable consideration paid, grant, with covenants of general warranty, to **COUNTY OF BELMONT, OHIO**, the Grantee, a political subdivision of the State of Ohio, whose tax mailing address is Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950, the following described real estate:

Situated in the Township of Pultney, County of Belmont and the State of Ohio, in Section 13, Township 6, Range 3, and beginning for a description of the tract at the northeast corner of same, which point is N. 37° 30' 40" W. 3433.60 feet from the southeast corner of said Section 13 (bearing on the east line of Section being S. 5°04' W.) thence from said beginning point S. 51° 30' W. 75.00 feet to copper pin in a concrete wall, and passing on line an iron pin at plus 15.00 feet; thence N. 54° 00' 93.40 feet to an iron pin; thence N. 43° 40' W. 40.40 feet to an iron pin at the southeast corner of a tract now or formerly owned by Michael Yanc; thence with the line of said Yanc tract N. 51° 30" E. 105.50 feet to a track spike in black top road and passing on line an iron pin at plus 90.50 feet; thence along said road S. 38° 30' E. 130.00 feet to the place of beginning, containing 275/1000 of an acre.

See also deed restrictions on Exhibit A attached hereto.

Prior Deed Reference: Volume 41, Page 895 of the Official Records of Belmont County, Ohio.

Parcel No. 26-01493.000

SUBJECT TO AND EXCEPTING taxes and assessments for the year 2015 and thereafter which taxes and assessments the Grantee assumes and agrees to pay as a part of the consideration for this conveyance.

*

*

Executed this 18th day of March, 2015.

Conny John Zeno, Jr. /s/
Conny John Zeno, Jr.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PAYMENT OF
INVOICE #14-019.2 FOR GREENCORE DESIGNS, INC./
SENIOR SERVICES OF BELMONT CO. COMMUNITY BUILDING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the payment of Invoice #14-019.2 in the amount of \$52,170.26 for Grencore Designs, Inc. for the proposed Senior Services of Belmont County Community Building project.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Joe Chesney of Country Club Retirement Center approached the board about developing a park and donating it to the county. Mr. Coffland asked if he would first check with the Bellaire Park District to see if they were interested in maintaining and taking over the park. He also suggested Mr. Chesney talk to the Township Trustees and see if they would be interested.

BREAK

**9:30 Belmont County Board of Developmental Disabilities
Re: Developmental Disabilities Awareness Month Proclamation**

Superintendent of the Board of DD Stephen Williams and Communications Coordinator Pamela McCort, were present with Corey Baker, who is employed by The Hampton Inn, along with his supervisor, Maxine Russell and Microtel General Manager Stephanie Work. The Board of DD is connecting people to work sites who are employing people with disabilities. Mrs. Favede noted Corey inspires others to reach their goals. Mr. Coffland said he set an example of showing employers to take the risk to hire people with disabilities

IN THE MATTER OF ADOPTING THE PROCLAMATION IN RECOGNITION OF 2015 DEVELOPMENTAL DISABILITIES AWARENESS MONTH

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation in recognition of 2015 Developmental Disabilities Awareness Month.

**PROCLAMATION
HONORING
DEVELOPMENTAL DISABILITIES AWARENESS MONTH
MAKE THE CONNECTION
Ready. Willing. Able.**

WHEREAS: The connections we have with others are vitally important in the lives of each citizen and contribute to the success of local government, businesses, churches, civic organizations, schools, and other community groups; and

WHEREAS: Connecting people with disabilities to their community is a goal of the Belmont County Board of Developmental Disabilities and the theme of Awareness Month, which is **MAKE THE CONNECTION. Ready. Willing. Able.;** and

WHEREAS: People with disabilities are ready, willing and able to make valuable contributions and are doing so through community connections; and

WHEREAS: Making the connection also means getting to know someone with a disability and supporting opportunities that provide access to employment, education, housing, volunteer activities and recreation for people.

NOW, THEREFORE, the Board of Commissioners of Belmont County, Ohio encourages every citizen to **MAKE THE CONNECTION** and be ready, willing and able to see the value of all people and how our community will become stronger and more successful when we are connected to one another.

Adopted this 18th day of March, 2015.

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/

Ginny Favede /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE REQUEST FROM THE TOURISM COUNCIL FOR ADDITIONAL MONIES FOR THE TOURISM GRANT PROGRAM

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the request from the Belmont County Tourism Council to forward an additional \$102,000.00 from the lodging tax receipts for the month of March for the 2015 tourism grant program.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 11:02 A.M.

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting at 11:02 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 25th day of March, 2015.

March 18, 2015

_____ COUNTY COMMISSIONERS

Mark Thomas - Absent _____

We, Ginny Favede and Jayne Long, Vice-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.

_____ VICE-PRESIDENT

_____ CLERK