

St. Clairsville, Ohio

April 16, 2014

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

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

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

**"BILLS ALLOWED"**

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, 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.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-BP	Gasoline-Coroner/General Fund	186.63
A-Crystal Springs	Water-Treasurer/General Fund	96.89
A-Crystal Springs	Water-Recorder/General Fund	48.43
A-Draft-Co., Inc.	Map conversion-GIS Projects/General Fund	3,055.66
A-FedEx	Transportation charges-Recorder/General Fund	26.90
A-McGhee Office Supply	Supplies-Recorder/General Fund	34.95
A-OVMC-EORH	Morgue charges-Coroner/General Fund	93.95
A-Quill	Supplies-Adult Probation/General Fund	90.98
A-Redwood Toxicology	Drug testing-Adult Probation/General Fund	1,062.30
A-Verizon Wireless	Cell phones-Adult Probation/General Fund	180.37
A-10T Web Design	Website redesign & update-Recorder/General Fund	1,200.00
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	2,999.09
K-Ohio-WV Excavating Co.	Sand Hill Bridge Replacement/Engineer MVGT Fund	9,377.55
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	152.23
S-Beth A. Andes, MS, PCC	Counseling services/District Detention Home Fund	1,120.00
S-FP-USA	Shipping for stamp machine/Northern Ct. General Special Projects Fund	30.00
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-Jeter Systems, Inc.	Labels/Eastern Ct. General Special Projects Fund	461.92
S-Lakeland Foods, Inc.	Kitchen bill-March/District Detention Home Fund	1,645.75
S-Lowe's Companies, Inc.	Supplies/District Detention Home Fund	987.80
S-Western Div. Court	Bank fees/Western Div. Ct. Computer Fund	178.14
W-Drury Hotels	Conference/Prosecutor's Victim Program Fund	297.00
W-Lexis Nexis	Monthly charges/Law Library Fund	7,298.00
W-Matthew Bender & Co.	Books/Law Library Fund	776.62
W-Pamela S. Bowman	Reimburse travel expenses/Prosecutor's Victim Program Fund	13.42
W-Pamela S. Bowman	Conference registration/Prosecutor's Victim Program Fund	75.00
W-West	Subscription/Law Library Fund	217.50

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for April 16, 2014 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$192,642.13; \$16,877.76; \$448,124.00; \$59,238.66
A-GENERAL/AUDITOR	\$1,964.58
A-GENERAL/COMMON PLEAS COURT	\$1,620.79
A-GENERAL/EMA	\$1,535.16
A-GENERAL/JUVENILE COURT	\$2,204.28
A-GENERAL/PROBATE COURT	\$164.88
A-GENERAL/SHERIFF	\$4,268.53
A-GENERAL/911	\$22,200.19
B-Dog Kennel	\$169.04; \$961.10
C-Indigent Guardianship Fund	\$450.00
H-Job & Family, CSEA	\$232.61
H-Job & Family, Public Assistance	\$822.18; \$5,307.86
H-Job & Family, WIA	\$75,809.86; \$13,817.99; \$8,014.81
J-Real Estate Assessment	\$288.11
K-Engineer MVGT	\$22,309.22; \$45,766.20; \$1,731.93
M-Juvenile Ct.-Care and Custody	\$980.00
M-Juvenile Ct.-Intake Coordinator	\$157.50
M-Juvenile Ct.-Title IV-E Reimb.	\$5,650.99
P-Sanitary Sewer District	\$4,018.96; \$6,689.15; \$11,794.17; \$9,174.63; \$6,278.08
S-District Detention Home	\$1,197.90
S-Job & Family, Children Services	\$39,779.67; \$1,942.01; \$808.39
S-Juvenile Ct. Computer Fund	\$238.40
S-Northern Ct. General Special Projects	\$392.93
S-Oakview Juvenile Residential Center	\$1,595.15
S-Senior Services	\$27,037.23
S-Sheriff Commissary	\$2,301.12
S-Western Ct. General Special Projects	\$611.24

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**BCSSD/VARIOUS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3701-P003-P21.000 Materials	E-3701-P003-P23.011 Contract Services	\$5,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P19.012 Equipment	\$10,000.00
E-3709-P059-P05.011 Contract Services	E-3709-P059-P07.000 Materials	\$5,000.00
E-3705-P053-P01.002 Salaries	E-3705-P053-P05.000 Materials	\$13,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS**

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

**T08 DOMESTIC VIOLENCE GRANT FUND/VARIOUS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5105-T008-T01.002 Salaries	E-0131-A006-A02.002 Salaries-Admin	\$6,308.28
E-5105-T008-T02.003 PERS	E-0131-A006-A13.003 PERS	\$1,141.80
E-5105-T008-T03.006 Health Insurance	E-9891-Y091-Y01.006 Health Insurance	\$2,635.54
E-5105-T008-T04.004 Workers Comp	E-0256-A014-A14.004 Workers Comp	\$315.41

**T10 WATER & SEWER GUARANTEE DEPOSIT FUND/VARIOUS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3711-T010-T04.074 Transfers Out	R-3701-P003-P15.574 Transfers In	\$85.95
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$378.73
E-3711-T010-T04.074 Transfers Out	R-3704-P051-P08.574 Transfers In	\$49.50
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$39.56
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$56.85
E-3711-T010-T04.074 Transfers Out	R-3707-P056-P08.574 Transfers In	\$88.95

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/  
HOLDING ACCOUNT CHARGEBACK FOR MARCH, 2014**

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 March, 2014

**Gross Wages P/E 03/08/14 to 03/22/14**

**GENERAL FUND**

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	<b>5,087.82</b>
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	<b>449.82</b>
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	<b>449.82</b>
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	<b>2,431.50</b>
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	<b>4,494.72</b>
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	<b>4,495.08</b>
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	<b>1,660.06</b>
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	<b>639.76</b>
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	<b>5,168.49</b>
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	<b>5,654.97</b>
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	<b>4,473.38</b>
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	<b>1,190.20</b>
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	<b>3,848.39</b>
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	<b>1,716.82</b>
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	<b>6,520.74</b>
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	<b>6,196.92</b>
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	<b>5,267.60</b>
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	<b>5,919.59</b>
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	<b>2,208.10</b>
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	<b>840.68</b>
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	<b>2,219.41</b>
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	<b>2,212.87</b>
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	<b>3,015.70</b>
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	<b>32.00</b>
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<b>430.99</b>
			<b>76,625.43</b>
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	<b>841.10</b>
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	<b>1,168.41</b>
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F03.002	R-9895-Y095-Y01.500	<b>196.00</b>
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	<b>1,579.06</b>
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	1,099.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	335.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	446.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	440.00
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,188.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	42,620.41
WINDSTORM -HUMAN SERV	E-2600-H005-H12.000	R-9895-Y095-Y01.500	1,478.34
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,549.92
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,400.33
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	968.44
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	12,982.98
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,196.17
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	900.48
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	324.80
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,154.60
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	866.50
Intake Coordinator	E-0400-M062-M02.000	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,089.78
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	557.62
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,456.53
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	7,935.35
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	922.33
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,270.49
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	165.83
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	31.94
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	700.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,075.70
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	7,453.19
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,865.79
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	296.16
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	24,332.44
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	14,115.67
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	2,484.00
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	167.20
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	119.80
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	601.92
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	145.08
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	2,094.10
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	205.80
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	481.40
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	605.28
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
			238,668.61

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS  
FOR 2013 WORKERS' COMPENSATION CHARGEBACKS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for 2013 Workers' Compensation Chargebacks.

2013 WORKERS' COMPENSATION ACCOUNT NAME	FROM ACCOUNT	TO ACCOUNT	2013 AMT DUE
AUDITOR, EMPL & UND ESTATE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	6,457.27
AUDITOR PERSONAL PROPERTY	E-0256-A014-A14.004	R-9899-Y089-Y04.574	475.94
AUDITOR REAL PROPERTY	E-0256-A014-A14.004	R-9899-Y089-Y04.574	872.76
CLERK OF COURTS & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	2,655.48
COMMISSIONERS & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	5,007.54
NURSES AT THE JAIL	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,717.39
COMM LAW LIBRARY	E-0256-A014-A14.004	R-9899-Y089-Y04.574	0.00
COMM CIVIL DEFENSE & DISASTER SERV.	E-0256-A014-A14.004	R-9899-Y089-Y04.574	782.68

COMM MAIN'T & OPERATIONS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	5,813.70
CO COURT JUDGES, EMPLOYEES AND BONDS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	5,047.18
EASTERN COURT COMMUNITY SERVICE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	252.26
NORTHERN COURT COMMUNITY SERVICE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,772.84
WESTERN COURT COMMUNITY SERVICE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	107.60
911 DEPARTMENT	E-0256-A014-A14.004	R-9899-Y089-Y04.574	7,754.03
COMMON PLEAS COURT	E-0256-A014-A14.004	R-9899-Y089-Y04.574	5,279.24
COMMON PLEAS CT. COMMUNITY SERVICE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	0.00
MAGISTRATE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,476.54
ENGINEERS EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	2,573.61
PROBATE COURT JUDGE & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,978.42
JUVENILE COURT	E-0256-A014-A14.004	R-9899-Y089-Y04.574	7,897.83
JUVENILE COURT COMMUNITY SERVICE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	198.86
PROS. ATTORNEY AND EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	6,967.43
RECORDER & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	5,046.07
SHERIFF & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	33,630.38
TREASURER F& EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	2,843.10
CORONER & EMPLOYEES	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,035.99
SOLDIER'S RELIEF AND BOARD MEMBERS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	298.29
VETERANS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	3,178.92
PUBLIC DEFENDER	E-0256-A014-A14.004	R-9899-Y089-Y04.574	2,061.65
BD OF ELECTION, JANITOR & POLL WORKERS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	4,781.43
BUDGET COMMISSION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	36.47
COURT OF APPEALS	E-0256-A014-A14.004	R-9899-Y089-Y04.574	58.95
JURY COMMISSION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	13.49
AGRICULTURE	E-0256-A014-A14.004	R-9899-Y089-Y04.574	13.49
T.B.SANITATION (CHEST CLINIC)	E-0256-A014-A14.004	R-9899-Y089-Y04.574	407.72
<b>TOTAL GENERAL FUND</b>			<b>118,494.55</b>
<b>OTHER AGENCIES</b>			
DOG AND KENNEL	E-1600-B000-B09.004	R-9899-Y089-Y04.574	1,023.97
PUBLIC ASSISTANCE	E-2510-H000-H13.004	R-9899-Y089-Y04.574	51,508.55
FLOOD GRANT-PD FROM WIA	E-2600-H005-H11.000	R-9899-Y089-Y04.574	4,733.40
WINDSTORM NEG. OH-26	E-2600-H005-H12.000	R-9899-Y089-Y04.574	1,576.37
C.S.E.A.	E-2760-H010-H08.004	R-9899-Y089-Y04.574	8,911.22
REAL ESTATE ASSESSMENT	E-1310-J000-J05.004	R-9899-Y089-Y04.574	3,825.77
M.V.G.T. K-1 & K-2	E-2811-K000-K09.004	R-9899-Y089-Y04.574	3,332.97
M.V.G.T. K-11	E-2812-K000-K22.004	R-9899-Y089-Y04.574	14,634.68
M.V.G.T. K-25	E-2813-K000-K35.004	R-9899-Y089-Y04.574	5,693.37
SOIL CONSERVATION	E-1810-L001-L12.004	R-9899-Y089-Y04.574	1,011.94
WATER SHED COORDINATOR-SOIL	E-1815-L005-L12.004	R-9899-Y089-Y04.574	384.22
LEPC	E-1720-P090-P09.004	R-9899-Y089-Y04.574	142.05
PORT AUTHORITY	E-9799-S012-S09.004	R-9899-Y089-Y04.574	1,086.23
DISTRICT DETENTION HOME	E-0910-S033-S45.004	R-9899-Y089-Y04.574	10,601.50
SARGUS - INTERN WORKERS	E-0910-S033-S45.004	R-9899-Y089-Y04.574	4.24
MENTAL HEALTH	E-2310-S049-S61.004	R-9899-Y089-Y04.574	3,028.59
MENTAL RETARDATION	E-2410-S066-S77.004	R-9899-Y089-Y04.574	31,580.84
BELMONT COUNTY SENIOR PROGRAM	E-5005-S070-S03.004	R-9899-Y089-Y04.574	15,684.69
COUNTY RECORDER	E-1210-S078-S13.004	R-9899-Y089-Y04.574	0.00
CERTIFICATE OF TITLE	E-6010-S079-S09.004	R-9899-Y089-Y04.574	3,143.75
MEDIATION SERVICES-COMMON PLEAS	E-1544-S054-S03.004	R-9899-Y089-Y04.574	337.51
WESTERN COURT COMPUTER FUND	E-1550-S082-S12.004	R-9899-Y089-Y04.574	0.00
EASTERN COURT COMPUTER FUND	E-1570-S084-S12.004	R-9899-Y089-Y04.574	333.12
NORTHERN COURT-SPECIAL	E-1561-S086-S04.004	R-9899-Y089-Y04.574	327.08
EASTERN COURT-SPECIAL	E-1571-S087-S04.004	R-9899-Y089-Y04.574	289.34
WESTERN COURT-SPECIAL	E-1551-S088-S04.004	R-9899-Y089-Y04.574	877.24
COMMON PLEAS COURT-SPECIAL	E-1572-S089-S08.004	R-9899-Y089-Y04.574	224.31
JUVENILE COURT-GEN SPECIAL PROJECT	E-1589-S096-S09.000	R-9899-Y089-Y04.574	1.01
OAKVIEW JUVENILE REHABILITATION	E-8010-S030-S67.004	R-9899-Y089-Y04.574	7,991.65
CORRECTIONS ACT GRANT-COMMON PLEAS	E-1520-S077-S05.004	R-9899-Y089-Y04.574	930.34
W.I.C. PROGRAM	E-4110-T075-T52.008	R-9899-Y089-Y04.574	2,148.27
LAW LIBRARY RESOURCES FUND	E-9720-W020-W04.004	R-9899-Y089-Y04.574	40.34
PROSECUTOR'S VICTIM PROGRAM	E-1511-W080-P06.004	R-9899-Y089-Y04.574	603.09
DRETAC-PROSECUTOR	E-1510-W081-P06.004	R-9899-Y089-Y04.574	756.83
DRETAC-TREASURER	E-1410-W082-T06.004	R-9899-Y089-Y04.574	80.27
<b>WATER DEPARTMENT</b>			
WWS #2 REVENUE	E-3701-P003-P30.004	R-9899-Y089-Y04.574	1,915.02
WWS#3 REVENUE	E-3702-P005-P30.004	R-9899-Y089-Y04.574	9,727.69
SSD #1 REVENUE	E-3704-P051-P14.004	R-9899-Y089-Y04.574	990.63
SSD #2 REVENUE	E-3705-PO53-P14.004	R-9899-Y089-Y04.574	2,911.59
SSD #3A REVENUE	E-3706-P055-P14.004	R-9899-Y089-Y04.574	419.33
SSD #3B REVENUE	E-3707-P056-P14.004	R-9899-Y089-Y04.574	47.78
<b>JUVENILE COURT GRANTS</b>			
ALTERNATIVE SCHOOL	E-0400-M067-M03.004	R-9899-Y089-Y04.574	1,309.60
CARE AND CUSTODY-YSSP	E-0400-M060-M28.004	R-9899-Y089-Y04.574	1,163.48
CARE AND CUSTODY-SUBSTANCE ABUSE	E-0400-M060-M74.004	R-9899-Y089-Y04.574	1,037.84
TRUANT OFFICE	E-0400-M079-M02.008	R-9899-Y089-Y04.574	0.00

TITLE IV-E REIMB	E-0400-M078-M02.008	R-9899-Y089-Y04.574	578.63
INTAKE AND DIVERSION	E-0400-M062.M02.000	R-9899-Y089-Y04.574	46.60
<b>COUNTY HEALTH</b>			
COUNTY HEALTH	E-2210-E001-E11.004	R-9899-Y089-Y04.574	1,605.42
TRAILER PARKS	E-2211-F069-F02.002	R-9899-Y089-Y04.574	0.00
HOME SEWAGE TREATMENT SYSTEMS	E-2227-F074-F06.000	R-9899-Y089-Y04.574	627.48
VITAL STATISTICS	E-2213-F075-F02.003	R-9899-Y089-Y04.574	271.66
REPRODUCTIVE HEALTH	E-2215-F077-F01.002	R-9899-Y089-Y04.574	1,286.77
TOBACCO	E-2216-F078-F02.002	R-9899-Y089-Y04.574	602.66
WOMENS HEALTH SERVICE	E-2217-F079-F01.002	R-9899-Y089-Y04.574	0.00
HEALTHY HOMES	E-2228-F080-F01.002	R-9899-Y089-Y04.574	0.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9899-Y089-Y04.574	0.00
PREP	E-2230-F082-F01.002	R-9899-Y089-Y04.574	420.17
PHEP	E-2231-F083-F01.002	R-9899-Y089-Y04.574	400.81
FOOD SERVICE	E-2218-G000-G06.003	R-9899-Y089-Y04.574	1,142.46
TOTAL WORKERS' COMP.			321,848.92
PUBLIC EMPLOYER EMERG. ORGANIZATION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,997.29
PUBLIC WORKS RELIEF EMPLOYEE P.W.R.E.	E-2510-H000-H08.004	R-9899-Y089-Y04.574	5,265.78
		<b>GRAND TOTAL</b>	<b>329,111.99</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Coffland, seconded by Mr. Thomas 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:

**\*\*APRIL 2, 2014\*\***

**SHERIFF/GENERAL FUND**

E-0131-A006-A04.002	Salaries-Road Deputies	\$692.83
	<i>(FFY 2014 Grant # HVEO-201-7-00-00-00326-00 December 2013)</i>	
E-0131-A006-A04.002	Salaries-Road Deputies	\$2,066.70
	<i>(FFY 2014 Grant # HVEO-201-7-00-00-00326-00 January 2014)</i>	
E-0131-A006-A04.002	Salaries-Road Deputies	\$887.04
	<i>(FFY 2014 Grant # HVEO-201-7-00-00-00326-00 February 2014)</i>	

**JUVENILE DIVISION COURT/VARIOUS FUNDS**

E-0400-M064-M05.000	Placement Services	\$22,214.00
E-1589-S096-S12.000	Other Expenses	\$2,819.00
E-1582-S085-S08.000	Computer Expenses	\$623.00
E-0400-M067-M01.002	Salaries	\$21,624.50
E-0400-M075-M01.000	Other Expenses	\$10,938.90
E-0400-M062-M01.000	Intake Coordinator Expense	\$925.59
E-0400-M055-M15.000	Other Expenses	\$17.75

**\*\*APRIL 16, 2014\*\***

**A00 GENERAL FUND**

E-0051-A001-A08.000	Travel and Expenses	\$1,207.16
	<i>Appropriation of reimbursement check from CCAO for Comm. Favede/NACo Conference.</i>	
E-0055-A004-B01.002	Salaries-M&G Employees	\$1,600.00
E-0061-A002-B05.000	Intense Probation-Clerk of Courts	\$8,960.63
E-0121-A006-B02.002	Salaries-Employees	\$36,000.00
E-0131-A006-A04.002	Salaries-Road Deputies	\$2,560.00
E-0131-A006-A19.000	Clothing	\$ 792.16
	<i>Vest Grant Reimbursement</i>	
E-0256-A014-A01.000	CORSA Costs	\$185.42
	<i>CORSA reimbursement for additional dumpster costs related to clean up at the Animal Shelter.</i>	
	<i>Date of Loss—01/08/14 Claim Nos. 0160024697 and 0160024698</i>	
E-0257-A015-A15.074	Transfers-Out	\$3,040,820.02
	<i>Appropriation of Check No. 2273 from Rice DrillingD, LLC//OH BEL 01514.</i>	

**L01 BELMONT SOIL & WATER CONSERVATION DISTRICT**

E-1810-L001-L03.012	Equipment	\$4,168.00
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**S25 BCDJFS/CHILDREN SERVICES FUND**

E-2766-S025-S10.074	Transfers Out	\$75,301.50
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**S30 OAKVIEW JUVENILE**

E-8010-S030-S51.002	Salaries	\$80,070.90
E-8010-S030-S53.000	Medical	\$3,913.70
E-8010-S030-S56.000	Motor Vehicles	\$2,355.83
E-8010-S030-S58.000	Communications	\$3,538.85
E-8010-S030-S59.000	Fuel/Utilities	\$7,382.18
E-8010-S030-S64.012	Equipment	\$52,468.00
E-8010-S030-S66.003	PERS	\$15,184.31
E-8010-S030-S68.006	Hospitalization	\$28,461.50
E-8010-S030-S70.005	Medicare	\$2,001.44
E-8011-S031-S02.000	Food (Meal Tickets/US Food Perf. Incentive)	\$37.50
E-8012-S032-S00.000	Activity Expenses	\$92.06

**S77 ADULT PROBATION/COMMUNITY BASED**

**CORRECTIONS ACT**

E-1520-S077-S01.002	Salaries	\$17,386.75
E-1520-S077-S02.005	Medicare	\$252.00
E-1520-S077-S04.006	Hospitalization	\$3,184.00

E-1520-S077-S03.003	PERS	\$2,434.25
E-1520-S077-S05.004	Workers Comp	\$313.00
<b><u>T08 SHERIFF/DOMESTIC VIOLENCE GRANT</u></b>		
E-5105-T008-T01.002	Salaries	\$6,308.28
E-5105-T008-T02.003	PERS	\$1,141.80
E-5105-T008-T03.006	Health Insurance	\$2,635.54
E-5105-T008-T04.004	Workers Comp	\$315.41
<b><u>T11 BELMONT COUNTY CDBG CHIP GRANT FUND</u></b>		
E-9702-T011-T03.000	CDBG Escrow Account "CHIP"	\$12,503.00

***Draw No. 172 – Grant #B-C-12-1AG-2***

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated April 16, 2014, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

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

**GENERAL FUND - \$1,207.16** reimbursement from CCAO for Comm. Favede/NACo Conference.

**\$8,175.00** paid into R-0050-A000-A02.500 Oil & Gas Receipts on 04/15/14. Check no. 1000000095 from PVR Utica Gas Gathering, LLC, for pipeline right-of-way and all associated damages per 03/26/14 agreement.

**\$3,040,820.02** paid into R-0050-A000-A02.500 Oil & Gas Receipts on 04/15/14. Check No. 2273 from Rice Drilling D, LLC//OH BEL01514

**\$185.42** paid into R-0040-A000-Q00.500 Insurance Reimbursements on 04/14/14. *Note: Damage to Animal Shelter – Additional dumpster bill reimbursement. D/L 01/08/14 Claim #0160024697*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

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

**DJFS** – Christine Parker and Lisa Fijalkowski to travel to Coshocton, OH, on April 18, 2014, to attend PCSAO District Meeting. Jennifer Fietz, Melissa Freeman, Janelle Nardo, Nichole Cordery, Elizabeth Helt, and Trinia Palmer to travel to Weirton, WV, on April 22, 2014 to attend a training at the Child Advocacy Center. Linda Kinter to travel to Marysville, OH, on April 28, 2014, to attend OIES Medicaid Enhancement Meeting. Estimated expenses: \$424.88

David Badia to travel to Columbus, OH, on April 23-25, 2014, to attend a Domestic Relations Summit Michael Schlanz to travel to Cadiz, OH, on April 14, 2014, to attend WIA meeting. Estimated expenses: \$146.40

**SENIOR SERVICES** – Bruce Maguire, Bill Beckett and senior center members to travel to Dallas Pike, WV, on April 21, 2014, for a Martins Ferry Senior Center outing. A county vehicle will be used.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE SUBGRANT AWARD AGREEMENT FOR THE SHERIFF'S PERSONAL CRIMES INVESTIGATOR**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Matt Coffland to sign the Subgrant Award Agreement for the Belmont County Sheriff's **Personal Crimes Investigator** grant as follows:

Subgrant No.: 2012-WF-VA2-8412A

Award Period: 1/1/2014 to 5/31/2014

Award Amounts:	OCJS Funds: \$14,999.52
	Cash Match: 5,001.02
	Inkind Match: 0.00
	Project Total: \$20,000.54

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR ENGINEER'S PROJECT 14-2 APPLYING LIQUID BITUMINOUS MATERIAL**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for bids for the Belmont County Engineer's **Project 14-2 Applying Liquid Bituminous Material** for dust control on various county highways based upon the recommendation of Fred Bennett, County Engineer.

***NOTICE TO BIDDERS***

**BELMONT COUNTY COMMISSIONERS' OFFICE**

**ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **9:45 A.M.** (Local time), Wednesday, **May 7, 2014** for **Project 14-2 "Applying Liquid**

**Bituminous Material for dust control on various County Highways”** for the Belmont County Engineering Department, St. Clairsville, Ohio, 43950, and then at said office publicly opened and read aloud.

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

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

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

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

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder’s Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board’s decision to award, and the Board reserves the right to exercise its full discretion.

By the order of the Board of County Commissioners  
of Belmont County, Ohio.

Jayne Long /s/

Jayne Long, Clerk

**Times Leader Advertisement: Two (2) Mondays – April 21, 2014 and April 28, 2014**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE QUIT CLAIM DEED CONVEYING 2.829 ACRES IN YORK TOWNSHIP TO THE VILLAGE OF POWHATAN POINT, OHIO**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Quit Claim Deed hereby conveying 2.829 acres, more or less, located in York Township, Section 2, Range 3, Township 4, Parcel No. Special-A, to the Village of Powhatan Point, Ohio, as described in the Deed.

**DISCUSSION** – As part of the record, Mr. Thomas stated the Board of Commissioners retains the mineral rights underneath this real estate. The Village of Powhatan Point has an economic development project that they are working on and asked the board to convey this piece of real estate to them since the county has had it for a very long time and have no intentions for its use. .

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH VAUGHN, COAST AND VAUGHN, INC., ON BEHALF OF THE BCSSD FOR SERVICES FOR THE FAIRGROUNDS SEWERAGE PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into Agreement with Vaughn, Coast and Vaughn, Inc., on behalf of the Belmont County Sanitary Sewer District, in the amount of \$45,000.00 for professional engineering services including design, bidding and inspection services for the Belmont County Fairgrounds Sewerage project.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

**AGREEMENT  
BETWEEN BELMONT COUNTY BOARD OF COMMISSIONERS AND  
VAUGHN, COAST & VAUGHN, INC.  
FOR  
PROFESSIONAL SERVICES  
FOR BELMONT COUNTY FAIRGROUNDS SEWERAGE  
Prepared by  
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**



and  
Issued and Published Jointly by



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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



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

THIS IS AN AGREEMENT effective as March 27, 2014 (“Effective Date”) between  
of \_\_\_\_\_

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 Fairgrounds Sewerage**

\_\_\_\_\_  
 (“Project”).

Engineer's services under this Agreement are generally identified as follows:

Design, permitting, bidding, and construction administration services for installation of a new lift station, gravity sewers, and force main connecting to an existing 6” force main in Roscoe Road to serve the Belmont County Fairgrounds.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

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

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *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.

**ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

3.01 *Commencement*

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

3.02 *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.

**ARTICLE 4 – INVOICES AND PAYMENTS**

4.01 *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.

4.02 *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.

**ARTICLE 5 – OPINIONS OF COST**

5.01 *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.

5.02 *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.

5.03 *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.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *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.

### 6.02 *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.

### 6.03 *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.

6.04 *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.

6.05 *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.

6.06 *Controlling Law*

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

6.07 *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.

6.08 *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.

6.09 *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.

**ARTICLE 7 – DEFINITIONS**

7.01 *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.

**ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

8.01 *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.

8.02 *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.

8.03 *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.

8.04 *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.

**ARTICLE 9 – 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 &amp; Vaughn, Inc.</u>

By: <u>Matt Coffland /s/</u>	By: <u>Jeffrey A. Vaughn, P.E./s/</u>
<u>Mark A. Thomas /s/</u>	
<u>Ginny Favede /s/</u>	

Belmont County Commissioners	Title: Vice-Pres.
Title: _____	Date: <u>3-28-14</u>
Date: <u>4/16/14</u>	Signed: _____
Signed: _____	

Engineer License or Firm's Certificate No. 01020  
 State of: Ohio

Address for giving notices:	Address for giving notices:
<u>101 Main Street</u>	<u>154 S. Marietta St.</u>
<u>St. Clairsville, Ohio 43950</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>
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Phone Number: _____	Phone Number: <u>740-695-7256</u>
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Facsimile Number: _____	Facsimile Number: <u>740-695-2203</u>
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E-Mail Address: _____	E-Mail Address: <u>jeff@vaughncoastvaughn.com</u>
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Approved as to form:  
David K. Liberati /s/ (Assistant)

Belmont County Prosecutor

4-3-14

Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING BETHESDA MAYOR MARTIN LUCAS TO THE BELMONT CO. 911 ADVISORY BOARD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to appoint Bethesda Mayor Martin Lucas to the Belmont County 911 Advisory Board to fill the unexpired term of Mayor DiFabrizio, effective immediately through December 31, 2014.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF BRIAN COOPER/BUILDINGS AND GROUNDS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the resignation of Brian Cooper, Belmont County Buildings & Grounds employee, effective May 1, 2014.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING QUOTE FROM DIGITAL DATA COMMUNICATIONS FOR COMPUTERS/COMMISSIONERS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the Quote No. 216 from Digital Data Communications in the amount of \$5,564.97 for 5 Lenovo Desktop computers, 6 Lenovo 21/5" LED LCD monitors, 5 Office 2013 Home and Business and 5 Cyber Acoustic Speakers for the Belmont County Commissioners office.

*Note: This is due to Windows XP no longer being supported by Microsoft as of April 8, 2014.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING THE BID FOR THE REMOVAL AND REPLACEMENT OF THE HVAC SYSTEM AT BCDJFS/MARTINS FERRY BUILDING/BUILDINGS AND GROUNDS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to award the bid for the removal and replacement of the HVAC system at the Belmont County Department of Job and Family Services/Martins Ferry building to H.E. Neumann Company in the amount of \$82,899.00 based upon the recommendation of Jack Regis, Facilities Manager.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the minutes of the Belmont County Board of Commissioners regular meetings of February 19, February 26 and March 6, 2014.

Upon roll call the vote was as follows:

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

**BREAK**

**RECONVENED AT 2:15 P.M. WITH COMMISSIONERS FAVEDE AND COFFFLAND PRESENT. ABSENT: COMMISSIONER THOMAS**

**IN THE MATTER OF ADOPTING THE RESOLUTION IN RECOGNITION OF POLISH NATIONAL ALLIANCE COUNCIL 50's 100 YEAR ANNIVERSARY**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adopt the Resolution in Recognition of Polish National Alliance Council 50's 100 Year Anniversary.

**RESOLUTION IN RECOGNITION OF  
POLISH NATIONAL ALLIANCE COUNCIL 50  
100 YEAR ANNIVERSARY**

**WHEREAS**, the Polish National Alliance Council 50 was chartered on April 3, 1914 and assigned by the home office in Chicago, Illinois to PNA Lodge 455 in Maynard, Ohio; and

**WHEREAS**, the late Alexander W. Klihoff, Lodge 2220 in Martins Ferry, Ohio was the first district organizer of the Polish National Alliance Council 50; and

**WHEREAS**, the early years of the Polish National Alliance Council 50 were very difficult. It was faced with many problems and adversities due to unemployment and strikes in the coal mines. The Polish National Alliance Council 50 obtained loans from other financially established organizations and donated financial assistance and clothing to PNA members who were in need; and

**WHEREAS**, the Polish National Alliance Council 50 fully supports the youth groups at their annual Christmas parties and has always given generously to the charitable and educational activities of the PNA; and

**WHEREAS**, presently the Polish National Alliance Council 50 consists of four active lodges with a total membership of 1,464. The following lodges are Lodge 455, Maynard, Ohio; Lodge 652, Steubenville, Ohio; Lodge 2220, Martins Ferry, Ohio; and Lodge 3001, Weirton, WV; and

**WHEREAS**, the Polish National Alliance Council 50 has persevered through good times as well as bad in their impressive 100 year history.

**THEREFORE, BE IT RESOLVED** that the Belmont County Board of Commissioners does hereby express their appreciation for the generous contributions to the membership and communities within the jurisdiction of Polish National Alliance Council 50 and extends their congratulations to them on reaching this historic milestone of 100 years.

Adopted this 16<sup>th</sup> day of April, 2014

**BELMONT COUNTY COMMISSIONERS**

Ginny Favede /s/

Matt Coffland /s/

Mark A. Thomas /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE SETTLEMENT AGREEMENT FOR PUBAL VS. PERKINS**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and sign the Settlement Agreement for Pubal vs. Perkins, Case No. 13-V-168, for the purpose of settling the matter and dispute among the Parties concerning a portion of Woodland Drive, Township Road 1659.

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is entered into this effective date, April 16, 2014, by and between: Philip M. Pubal and Tracy D. Pubal ("Pubal"); Kenneth W. Perkins and Jennifer M. Perkins ("Perkins"); Jose M. Leon Fuentes and M. Felixa Torres Deleon

("Fuentes/Deleon"); James F. Kacsmar and Carolyn J. Kacsmar ("Kacsmar"); Gary D. Trump and Paula J. Trump ("Trump"); the Richland Township, Belmont County, Ohio Board of Trustees, and Richland Township, Belmont County, Ohio (hereinafter the "Township"); Belmont County, Ohio ("County"); and Fred F. Bennett, the Belmont County Engineer ("Engineer"), who shall collectively be known as the "Parties," for the purpose of settling the matters and dispute among the Parties, as described herein below.

**RECITALS**

WHEREAS, Pubal owns the real property and improvements located along Spring Brook Drive in Richland Township, identified as Parcel Numbers 32-02957.004, 32-02957.007 and 32-01348.004; and

WHEREAS, Perkins previously owned the real property and improvements located along Spring Brook Drive in Richland Township, identified as Parcel Numbers 32-01348.001 and 32-02957.001; and

WHEREAS, Fuentes/Deleon own the real property and improvements located along Spring Brook Drive in Richland Township, identified as Parcel Numbers 32-01348.001 and 32-02957.001; and

WHEREAS, Kacsmar owns the real property and improvements located along Kacsmar Estates Drive in Richland Township, identified as Parcel Numbers 32-02913.000 and 32-02916.000; and

WHEREAS, Trump owns the real property and improvements located along Tulane Road in Richland Township, identified as Parcel Numbers 32-02874.000, 32-02875.000, 32-02953.000 and 32-02956.001; and

WHEREAS, Pubal filed suit in the case styled Philip M Pubal, et al. v. Kenneth W. Perkins, et al., Belmont County Common Pleas Court, Case No. 13-CV-168 (the "Lawsuit"), requesting writs of mandamus directed to the Township, County and Engineer, directing the Township, County or Engineer to locate and survey a segment of Woodland Drive, also known as Township Road 1659, in Richland Township, Belmont County, Ohio, and for the Township to repair and maintain such segment of Woodland Drive in a safe and passable condition; and

WHEREAS, the Township, County and Engineer asserted, among other matters, that the section of Woodland Drive placed at issue by Pubal had never previously been opened, improved or committed to public use and, thus, was not subject to any mandatory duty to build, repair or reconstruct; and

WHEREAS, following discussion, the Parties have now been able to reach an understanding to resolve their claims, disputes and controversies and provide for the dismissal of the above referenced Lawsuit; and

WHEREAS, the Parties now wish to reduce their understanding and agreement to a written instrument.

NOW THEREFORE, in consideration and exchange of the mutual promises contained herein, it is agreed as follows:

**AGREEMENT**

1. The Parties warrant and represent, each to the other, that they are fully informed and have full knowledge of the terms and conditions of this Agreement.

2. The Parties further warrant and represent, each to the other, that they have, either personally or through counsel, fully investigated, to their full satisfaction, all facts surrounding the various claims, controversies, issues and matters involved in the Lawsuit and addressed in this instrument and are satisfied with the terms and effects of this Agreement.

3. Pubal intends to submit a request to the County to establish, open and improve the portion of Woodland Drive, Township Road 1659, from Point A to Point B as shown on Exhibit "A" attached hereto and made a part hereof, to provide access to Parcel No. 32-02957.004. Pubal understands that the roadway must be improved to the standards fixed by the Engineer, which are attached hereto as Exhibit "B" and incorporated herein.

4. Pubal's petition shall conform to R. C. 5553.03 - 5553.04, relating to the establishment of a public road and shall identify the general route and termini of the segment of road to be established.

5. Pubal agrees that all costs of surveying and construction for the segment of road established pursuant to this Agreement shall be borne by Pubal.

6. Defendants Perkins agree to contribute the sum of One Thousand and 00/100 Dollars (\$1,000.00) toward the cost of the roadway improvement, which shall be a personal obligation from Perkins to Pubal.

7. Upon completion of the construction of the Woodland Drive segment, Pubal will petition the County to inspect and accept the roadway as part of the County Highway System.

8. The Engineer shall inspect the constructed roadway and report to the County whether same conforms in all material respects to the applicable standards. R.C. 5553.07. Provided the roadway segment is constructed in compliance with the County standards, the segment of roadway will then be accepted by the County.

9. In the event the County accepts Woodland Drive following its construction and inspection, the County will then determine whether to retain the roadway as a County Road or, alternatively, assign same as a Township Road. R.C. 5541.02.

10. The Parties further agree that the portion of proposed Woodland Drive from Point B to Point C as shown on Exhibit "A" shall remain unopened and unimproved. Pubal and all other Parties covenant and agree that they will not directly or indirectly oppose or contest Kacsmar proceeding to vacate that portion of proposed Woodland Drive from Point B to Point C, as provided for in R.C. 5553.04. Additionally, Pubal covenants and agrees to execute a petition to vacate proposed Woodland Drive from Point B to Point C to be prepared by counsel for Kacsmar within ten (10) days after the approval of this Agreement and dismissal of the Lawsuit.

11. Except for the obligations created by this Agreement, Pubal does hereby forever release, acquit, and discharge Perkins, Fuentes, Deleon, Kacsmar, Trump, the Township, and its officers, employees, elected officials, agents, representatives, and assigns, the Ohio Township Association Risk Management Authority, the American Risk Pooling Consultants, Inc., Public Entity Risk Services of Ohio, and York Insurance Services Group, Inc., the County and Engineer, and their officers, employees, elected officials, agents, representatives, and assigns, of and from any and all claims, demands, obligations, judgments, actions, causes of action, and liabilities for losses, damages, compensation, attorney's fees or other costs or form of economic harm, whether now known or unknown but which could have been discovered with the exercise of reasonable due diligence, that they have or may have against Perkins, Fuentes, Deleon, Kacsmar, Trump, the Township, County and Engineer, arising out of, concerning or relating to the matters alleged in the above-described Lawsuit.

12. The Parties agree that the Lawsuit shall be dismissed, with prejudice. The Parties shall bear their own attorney's fees and litigation costs.

13. The Parties, and each of them, represent and warrant that as of the date of the execution of this Agreement they have the sole right and authority to execute this Agreement on behalf of themselves or itself, that they have not sold, assigned, transferred, conveyed or otherwise disposed of any claim or demand related to any matters addressed in this Agreement.

14. Nothing contained in this Agreement shall be considered an admission of liability by any Party for any purpose. Rather, this Agreement represents a compromise and resolution of disputed claims, positions and defenses.

15. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and each of their respective officers, affiliates, heirs, descendants, successors, executors, agents, assigns and legal representatives of every kind and description.

16. The construction, interpretation and administration of this Agreement shall be governed by the laws of the State of Ohio. therefore, supercedes any previous terms of agreement expressed between them, whether verbal, written, express or implied. Further, this Agreement may be amended only by means of a separate written instrument, signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be duly executed and effective as of the date and year first written above.

Witnessed by:

PHILIP M. PUBAL

Printed Name

Philip M. Pubal /s/

PHILIP M. PUBAL

Tracy D. Pubal /s/



Tracy D Pubal  
 Printed Name  
Gregory W. Hinzey /s/  
 Gregory W. Hinzey  
 Printed Name  
Gregory W. Hinzey /s/  
 Gregory W. Hinzey  
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Gregory W. Hinzey /s/  
 Gregory W. Hinzey  
 Printed Name  
Gregory W. Hinzey /s/  
 Gregory W. Hinzey  
 Printed Name  
Gary D. Trump

Printed Name  
 \_\_\_\_\_  
Paula J. Trump  
 Printed Name  
 Witnessed by:

Cindi Henry /s/ 4/22/14  
Cindi Henry  
 Printed Name  
 Fiscal Officer  
Cindi Henry /s/ 4/22/14  
 Printed Name  
Cindi Henry /s/ 4/22/14  
 Printed Name  
 Witnessed by:  
Jayne Long /s/  
Jayne Long  
 Printed Name  
Jayne Long /s/  
Jayne Long  
 Printed Name

Printed Name  
 Witnessed by:  
David K. Liberati /s/  
David K. Liberati  
 Printed Name

Upon roll call the vote was as follows:

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

Kenneth W. Perkins /s/  
 KENNETH W. PERKINS

Jennifer M. Perkins /s/  
 JENNIFER M. PERKINS

Jose M. Fuentes /s/  
 JOSE M. LEON FUENTES

M. Felixa Torres Deleon /s/  
 M. FELIXA TORRES DELEON

James F. Kacsmar /s/  
 JAMES F. KACSMAR

Carolyn J. Kacsmar /s/  
 CAROLYN J. KACSMAR

Gary D. Trump /s/  
 GARY D. TRUMP

Paula J. Trump /s/  
 PAULA J. TRUMP

RICHLAND TOWNSHIP AND  
 RICHLAND TOWNSHIP, BELMONT  
 COUNTY, OHIO, BOARD OF  
 TRUSTEES

By: Greg Reline /s/  
Greg Reline, Chairman  
 Printed Name and Title

By: Richard W. Ferrell /s/  
Richard W. Ferrell, Trustee  
 Printed Name and Title

By: Gregg R. Bizzarri /s/  
Gregory R. Bizzarri, Trustee  
 Printed Name and Title

BELMONT COUNTY  
 By: Ginny Favede /s/  
Ginny Favede, Commissioner  
 Printed Name and Title

By: Matt Coffland /s/  
Matt Coffland, President  
 Printed Name and Title

By: \_\_\_\_\_  
 \_\_\_\_\_  
 Printed Name and Title

Printed Name and Title  
 BELMONT COUNTY ENGINEER  
 By: Fred F. Bennett /s/  
Fred F. Bennett, Belmont County Engineer  
 Printed Name and Title

**Note: Mrs. Favede left the meeting at 2:16 p.m. and Mr. Thomas joined at 2:18 p.m.**

**Mr. Thomas asked to go on record prior to adjournment to give his approval of the two motions that were just previously approved; those being the Resolution in recognition of the Polish National Alliance Council 50 100 year anniversary and also approving the Settlement Agreement in the Pubal v. Perkins case. He noted his approval of those motions, while not formal, to have on the record. He also noted that Commissioner Favede has left the meeting as there is no further business to come before the board.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 2:30 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 2:30 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 23rd day of April, 2014.

\_\_\_\_\_

\_\_\_\_\_ COUNTY COMMISSIONERS

\_\_\_\_\_

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

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK