

St. Clairsville, Ohio

August 22, 2012

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., 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. Probst, 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-Michael C. Stewart	Ammunition-Adult Probation/General Fund	114.00
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	214.29
C-Pure Water Finance	Water/Mediation Fund/Probate Court	79.95
K-BBR Drilling Company, Inc.	Eng. Proj. 12-2 RamseyRidge Repair/Engineer MVGT Fund	123,365.00
K-Lash Paving, Inc.	Eng. Proj. 12-3 Liquid Bituminous Material/Engineer MVGT Fund	15,345.00
K-Ohio-WV Excavating	BEL-10-19.13 Bridge Replacement Proj./Engineer MVGT Fund	11,130.72
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	335.71
P-American Electric Power	Services/WWS# Revenue Funds	799.21
P-American Electric Power	Services/SSD#2 Revenue Funds	966.14
P-Borden Office Equipment Co.	Supplies/BCSSD Funds	1,343.14
P-Cintas Corp.	Supplies/BCSSD Funds	44.42
S-AT&T	Service/Certificate of Title Admn. Fund	76.88
S-Jarco Industries	Window Speaker/Eastern Ct. Gen. Special Projects Fund	595.27
S-McGhee & Co.	Supplies/Eastern Ct. General Special Projects Fund	346.90
S-Technology Serv. Group	Block time agreement/Northern Div. Court Computer Fund	3,500.00
T-Chase Bank	CDBG Funds/Grant #B-F-10-1AG-1	55,873.00

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for August 22, 2012 as follow:

FUND	AMOUNT
A-GENERAL	\$45,605.18; \$142.94; \$5,676.11
A-GENERAL/AUDITOR	\$4,550.90
A-GENERAL/EMA	\$1,080.48
A-GENERAL/JUVENILE COURT	\$240.85
A-GENERAL/SHERIFF	\$2,840.76
B-Dog Kennel	\$490.55
H-Job & Family CSEA	\$236.28
H-Job & Family, Public Assistance	\$52,632.52; \$5,831.75; \$2,626.40
H-Job & Family, WIA	\$157,594.82; \$3,697.65
J-Real Estate Assessment	\$1,420.00
K-Engineer MVGT	\$545.66; \$13,512.32
M-Juvenile Ct. – Placement II	\$341.66
M-Juvenile Ct. – Title IV-E Reimb.	\$1,096.14
P-Sanitary Sewer District	\$713.13; \$5,685.23; \$6,548.19; \$660.65; \$1,629.76; \$3,819.37; \$402.89
	\$15,056.63; \$153.19; \$162.37
S-Job & Family, Children Services	\$2,414.87
P-Oakview Admn. Bldg.	\$591.46
P-Port Authority	\$3,225.49
S-Clerk of Courts Computer Fund	\$1,727.20
S-District Detention Home	\$1,759.90
S-Eastern Div. Ct. Computer	\$3,562.80
S-Job & Family, Children Services	\$9,809.86
S-Job & Family, Senior Program	\$39,900.67
S-Juvenile Ct. Computer Fund	\$92.65
S-Juvenile Ct. Gen. Special Projects	\$2,480.75
S-Northern Div. Ct. Computer	\$202.51
S-Northern Ct. Gen. Special Projects	\$1,726.80
S-Oakview Juvenile Residential Center	\$6,884.44
S-Sheriff CCW	\$2,913.00
S-Sheriff Commissary	\$9,068.00
S-Western Ct. Gen. Special Projects	\$1,339.92

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE GENERAL FUND/COMMISSIONERS/PUBLIC DEFENDER

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfer within fund for the General Fund.

FROM	TO	AMOUNT
Commissioners	Public Defender	
E-0051-A001-A28.000 Other Expenses	E-0170-A006-G04.012 Equipment	\$ 8,158.00

Note: To assist the Public Defender's Office with the purchase of Court View Case Management Software.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND/PUBLIC DEFENDER

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the General Fund.

FROM	TO	AMOUNT
E-0170-A006-G11.000 Other Expenses	E-0170-A006-G04.000 Equipment	\$ 2, 100.00

Note: For the Public Defender's share of the cost of the Court View Case Management software.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE OAKVIEW JUVENILE REHABILITATION FUND S30

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the General Fund.

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance	\$ 3,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE CLERK OF COURTS COMPUTER FUND S80

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the General Fund.

FROM	TO	AMOUNT
E-1580-S080-S15.074 Transfers Out	E-1580-S080-S08.000 Computer Expense	\$ 35,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE PROSECUTORS/VICTIM-WITNESS ASSISTANCE PROGRAM FUND W80

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the General Fund.

FROM	TO	AMOUNT
E-1511-W080-P02.010 Supplies	E-1511-W080-P11.012 Equipment	\$ 339.10
E-1511-W080-P03.000 Travel	E-1511-W080-P11.012 Equipment	160.75

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFER BETWEEN FUNDS FOR THE DRUG TASK FORCE GRANT TO SHERIFF'S GENERAL FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between funds for the Belmont County Sheriff's Department.

FROM	TO	AMOUNT
Drug Task Force Grant P88	General Fund/Sheriff A00	
E-1704-P088-P01-501 Confidential Informants	E-0131-A006-A16.000 Other Expenses	\$ 900.00

Note: To reimburse the General Fund line item for expenses incurred during the 2nd quarter, 2012.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/HOLDING ACCOUNT CHARGEBACK FOR JULY, 2012

Motion made by Mr. Probst 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 July, 2012.

Gross Wages P/E 07/14/12 to 07/28/12

GENERAL FUND

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,494.20
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	415.52
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	415.52
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,535.63
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	3,779.77
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	4,101.05
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	1,361.26
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	639.76
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	4,325.13
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	6,914.36
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,620.22
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,291.50
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,188.48
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,740.14

PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,560.86
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	5,897.18
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,778.42
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	4,165.77
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	1,824.54
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	804.94
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,441.93
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,825.98
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,806.50
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	37.31
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>450.12</u>
			69,416.09
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	777.01
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	3,786.79
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	500.00
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	
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	754.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	203.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	375.00
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	235.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	300.00
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	51,977.14
FLOOD GRANT-HUMAN SERV	E-2600-H005-H11.000	R-9895-Y095-Y01.500	4,665.11
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	5,830.63
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,845.91
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,540.42
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	12,385.06
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,472.49
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	636.60
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,194.52
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	642.52
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	524.35
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	333.15
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	332.70
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,833.73
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	8,825.65
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	911.18
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,233.47
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	314.17
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	36.11
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	6,049.73
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	6,567.08
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,988.96
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	301.00
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	22,172.85
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	11,232.80
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.98
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	596.82
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,324.66
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	324.00
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	271.00
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	517.52
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	147.15
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,509.44
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	196.00
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	481.42
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	525.22

DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	<u>644.84</u>
		TOTAL	240,566.53

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE COMMON PLEAS/GENERAL FUND A00

Motion made by Mr. Coffland, seconded by Mr. Probst 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 August 22, 2012.

COMMON PLEAS/GENERAL FUND A00

E-0061-A002-B12.000	Other Expenses	\$ 695.00
E-0061-A002-B12.000	Other Expenses	808.15

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND A00

Motion made by Mr. Probst, seconded by Mrs. Favede 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 August 22, 2012.

CARRYOVER PURCHASE ORDERS THE HAVE BEEN CLOSED AND REAPPROPRIATED GENERAL FUNDS

A00- GENERAL FUND

E-0170-A006-G04.012 PO CLOSED	1, 100.00
E-0170-A006-G11.000 PO CLOSED	6, 824.66

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE AUDITORS/REAL ESTATE ASSESSMENT FUND J00

Motion made by Mr. Coffland, seconded by Mr. Probst 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 August 22, 2012.

AUDITORS/REAL ESTATE ASSESSMENT FUND J00

E-1310-J000-J01.002	Salaries	\$ 72, 712.61
E-1310-J000-J06.000	Other Expenses	25, 000.00
E-1310-J000-J03.011	Contract Services	<u>100, 000.00</u>
TOTAL		197, 712.61

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE CARE & CUSTODY JUVENILE CT FUND M60

Motion made by Mr. Probst, seconded by Mrs. Favede 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 August 22, 2012.

CARRYOVER PURCHASE ORDERS THE HAVE BEEN CLOSED AND REAPPROPRIATED SPECIAL REVENUE FUNDS

M-60 CARE & CUSTODY-JUVENILE COURT

E-0400-M060-M20.000 PO CLOSED	6, 734.84
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE OPWC FUNDS

Motion made by Mr. Coffland, seconded by Mr. Probst 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 August 22, 2012.

NEFFS SANITARY SEWER PROJECT N27 FUND

E-9027-N027-N05.055	OPWC Funds	\$ 234, 153.11
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ISSUE TWO MONIES N41 FUND

E-9041-N041-N10.055	Project Payments	\$ 118, 298.34
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OLD SHERIFF'S RESIDENCE/ODOT GRANT P83 FUND

E-1703-P083-P07.013	ODOT Grant Expenses	\$ 249, 002.67
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Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE WWS #3 P05 FUND

Motion made by Mr. Probst, seconded by Mrs. Favede 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 August 22, 2012.

CARRYOVER PURCHASE ORDERS THE HAVE BEEN CLOSED AND REAPPROPRIATED
ENTERPRISE FUNDS

P-05 WWS #3

E-3702-P005-P21.000 PO CLOSED 501.78

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE SHERIFF'S/DRUG TASK FORCE GRANT P88 FUND

Motion made by Mr. Coffland, seconded by Mr. Probst 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 August 22, 2012.

SHERIFF'S/DRUG TASK FORCE GRANT P88 FUND

E-1704-P088-P01-501 Confidential Informants \$ 900.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND

Motion made by Mr. Probst, seconded by Mrs. Favede 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 August 22, 2012.

E-2405-S005-S03.000 Tourism Council Project Money \$1,962.00

Belmont County Tourism Council's portion of the local match for the OUE Brick Tavern-ODOT Grant, PID 84115.

Upon roll call the vote was as follows:

Mr. Probst
Mrs. Favede
Mr. Coffland

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE OAKVIEW JUV REHAB DIST FUND S30

Motion made by Mr. Probst, seconded by Mrs. Favede 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 August 22, 2012.

CARRYOVER PURCHASE ORDERS THE HAVE BEEN CLOSED AND REAPPROPRIATED
SPECIAL REVENUE FUNDS

S-30 OAKVIEW JUVENILE REHAB DIST

E-8010-S030-S55.010 PO CLOSED 90.78
 E-8010-S030-S59.000 PO CLOSED 1, 609.52
 E-8010-S030-S63.000 PO CLOSED 159.54
 E-8010-S030-S60.000 PO CLOSED 778.05
 E-8010-S030-S56.000 PO CLOSED 25.48

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE MENTAL HEALTH FUND S49

Motion made by Mr. Coffland, seconded by Mr. Probst 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 4, 2012.

MENTAL HEALTH FUND S49

E-2310-S049-S54.011 Contract Services \$ 450,000.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE SPECIAL PROJECTS FUND/WESTERN COURT

Motion made by Mr. Coffland, seconded by Mr. Probst 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 August 22, 2012.

E-1551-S088-S08.000 Other Expenses \$ 50,000.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE COMMON PLEAS/SPECIAL PROJECTS

Motion made by Mr. Coffland, seconded by Mr. Probst 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 August 22, 2012.

E-1572-S089-S02.000 Guardian Ad Litem \$ 2,000.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE PROSECUTOR'S/VICTIM-WITNESS ASSISTANCE PROGRAM**

Motion made by Mr. Coffland, seconded by Mr. Probst 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 August 22, 2012.

PROSECUTORS/VICTIM-WITNESS ASSISTANCE W80 FUND

E-1511-W080-P07.006	Hospitalization	\$ 1,239.00
E-1511-W080-P01.002	Salary	1,300.00
E-1511-W080-P05.003	PERS	710.00
E-1511-W080-P08.005	Medicare	<u>225.00</u>
TOTAL		3,474.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated August 22, 2012, 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. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

Motion made by Mr. Coffland, seconded by Mr. Probst to request the Belmont Co. Budget Commission certify the following monies.
OUE Brick Tavern - \$1,962.00 paid into R-2405-S005-S02.500 Tourism Council Donations on 08/22/12. *Re: Grant Match from Belmont County Tourism Council for ODOT Grant.*

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

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

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

AUDITOR – Don Harr and Doug DeVault to travel to Reynoldsburg, OH, on August 22, 2012, to attend an instrument testing session for Weight & Measures. A county car will be used. Estimated expenses: \$100.00

COMMISSIONERS – Barb Blake, Fiscal Officer, and Mike Kinter, HR Manager, to travel to Columbus, OH, on August 24, 2012, to attend CORSA Annual Membership Meeting. A county car will not be used and there is no fee to attend.

DJFS – Duane Kesterson and Senior Members to travel to Chester, WV, for a Colerain Senior Center Outing. Estimated expenses: \$12.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

OPEN PUBLIC FORUM – Frank Papini asked for help from the Department of Job & Family Services for the RG Steel employees who won't have health benefits as of September 1, 2012. Some may need help with training programs. Mr. Probst noted it was a sad state of affairs that has happened to our workers and their families and the board would do all they could to help.

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners **regular meeting of June 27**, 2012.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF HOLDING A "TOWN HALL" MEETING
AT THE BELMONT COUNTY FAIRGROUNDS**

Motion made by Mr. Probst, seconded by Mr. Coffland to hold a "Town Hall" meeting at the Robinson Stage near the Main Entrance to the Belmont County Fairgrounds at 11:00 a.m. on Friday, September 7, 2012 and to notify the media of the same. The public is welcome to attend.

Note: The Board will also hold their regular meeting at 10:00 a.m. on Wednesday, September 5, 2012, at the courthouse

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING PAY APPLICATION #5
FOR FIELDS EXCAVATING, INC./NEFFS SANITARY SEWER PROJECT**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign Pay Application #5 for Fields Excavating, Inc. in the amount of \$339,656.62 for the Neffs Sanitary Sewer Project (Neffs, West Neffs and St. Joe), based upon the recommendation of Mark Esposito, BCSSD Director and Bill Street, Project Engineer.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING CHANGE ORDER #1
FOR FIELDS EXCAVATING, INC./NEFFS SANITARY SEWER PROJECT**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign Change Order #1 in the amount of \$36,937.50 for Field's Excavating, Inc. for the Neffs Sanitary Sewer Project, based upon the recommendation of Mark Esposito, BCSSD Director and Bill Street, Project Engineer.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF REAPPOINTING LARRY
MERRY TO THE EASTERN OHIO DEVELOPMENT
ALLIANCE (EODA) BOARD OF DIRECTORS**

Motion made by Mr. Probst, seconded by Mr. Coffland to reappoint Larry Merry, Belmont County Port Authority Director, to the Eastern Ohio Development Alliance (EODA) Board of Directors for a two year term commencing January 1, 2013 through December 31, 2014.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING COMMISSION PRESIDENT
TO EXECUTE THE SUBRECIPIENT AGREEMENTS FOR THE
"MOVING OHIO FORWARD DEMOLITION PROGRAM"**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Charles R. Probst, Jr., to execute the Subrecipient Agreements for residential demolition projects pursuant to the "Moving Ohio Forward Demolition Program" as approved by the Ohio Attorney General's Office, effective August 1, 2012 as follows:

<u>Subrecipient</u>	<u>Amount</u>
Village of Barnesville	\$40,000.00
Village of Bellaire	\$30,000.00
Village of Bridgeport	\$40,000.00
City of Martins Ferry	\$58,000.00
Village of Powhatan Point	\$30,000.00

**MOVING OHIO FORWARD DEMOLITION PROGRAM
SUBRECIPIENT AGREEMENT BETWEEN
[Lead Entity]
AND
[Subrecipient]**

THIS AGREEMENT is made effective as of August 1, 2012 by and between (**See above list**) ("Lead Entity") and City of Martins Ferry ("Subrecipient") to undertake residential demolition projects ("Projects") as defined herein pursuant to the Moving Ohio Forward Demolition Program ("Program") as approved by the Ohio Attorney General's Office ("AGO").

WHEREAS, Lead Entity, in conjunction with the Subrecipient, has applied for and has been awarded funds from the AGO; and

WHEREAS, Lead Entity and Subrecipient wish to set forth the responsibilities and obligations of each in undertaking activities pursuant to the Program and in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF WORK.

A. Activities. Subrecipient shall conduct all Projects in compliance and consistent with the Program Guidelines, Lead Entity Application, and Agreement between the AGO and the Lead Entity, incorporated by reference herein and available at the Lead Entity's Office.

B. Project. Demolition Funds may be used for the sole and express purpose of undertaking and completing residential Projects as described in the Scope of Work attached hereto as Exhibit A.

II. SCOPE OF SERVICES.

A. General Administration. Subrecipient will be responsible for the general administration of the Projects set forth herein in a manner satisfactory to Lead Entity and consistent with the standards set forth in the Agreement between Lead Entity and the AGO.

B. Levels of Accomplishment- Goals and Performance Measures. Pursuant to the Program Guidelines, Subrecipient shall be responsible for completing the Projects and reporting such measures as units demolished and waste removal efforts undertaken as. Subrecipient shall also include time frames for performance to the Lead Entity as requested.

C. Staffing. Subrecipient shall ensure adequate and appropriate staffing is allocated to each project. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Neither Subrecipient nor its personnel shall at any time, or for any purpose, be considered as agents, servants or employee of the AGO or the State of Ohio.

D. Performance Monitoring. Lead Entity will monitor the performance of each Subrecipient. Subrecipient shall provide Lead Entity all necessary reporting information as required by the AGO for reimbursement and in the administration and review of the Program. Subrecipient performance as determined by the Lead Entity will constitute noncompliance with this Agreement. Lead Entity shall notify Subrecipient of substandard performance by written notice of default. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by Lead Entity, contract suspension or termination procedures will be initiated.

III. TIME OF PERFORMANCE

Performance of Projects by the Subrecipient shall start on August 1, 2012 and ended on or before December 31, 2013 ("Project Period"), unless otherwise agreed to between the Lead Entity and the AGO in writing. All Projects are to be completed within the Project Period. Any Projects not completed as described may result in the recapture and/or reallocation of Program Funds.

IV. PAYMENT

Lead Entity shall obligate Program Funds in an amount not to exceed \$(See above list) for the sole and express purpose of undertaking the Projects described herein. It is expressly agreed and understood that the total amount to be paid by the Lead Entity to the Subrecipient under this Agreement shall not exceed the amount set forth in this paragraph.

Payment of Program Funds to Subrecipient shall be made upon the timely submission to Lead Entity of a Reimbursement/Disbursement Request Report, attached hereto as Exhibit B. Lead Entity reserves the right to suspend payments should the Subrecipient fail to provide required reports in a timely and adequate fashion or if Subrecipient fails to meet other terms and conditions of this Agreement.

Program Funds shall be used solely for the stated purposes set forth in the Program Guidelines and this Agreement, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate. Any income resulting from the performance of Subrecipient's obligations under this Agreement shall remain with Subrecipient. If the Program Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement, or are not expended, the amounts improperly expended or not expended shall be returned within thirty (30) days after the expiration or termination of this Agreement. Lead Entity shall require completed Projects before payment is made to Subrecipient.

All costs by Subrecipient in the performance of its duties under this Agreement for which reimbursement/disbursement is sought, or substantiating any matching funds requirement, shall be fully documented.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

SUBRECIPIENT:

LEAD ENTITY:

Name: Roger Deal
Title: Village Administrator
Telephone: 740-425-1880
E-mail: admn@barnesville.com

Name: A.C Wiethe
Title: Project Manager
Telephone: 304-242-1800
E-mail: awiethe@belomar.org

Name: Marla Krupnik
Title: Assistant Auditor
Telephone: 740-676-6538
E-mail: Krups3@yahoo.com

Name: A.C Wiethe
Title: Project Manager
Telephone: 304-242-1800
E-mail: awiethe@belomar.org

Name: John Callarik
Title: Mayor
Telephone: 740-635-1244
E-mail: bptwateroffice@sbcglobal.net

Name: A.C Wiethe
Title: Project Manager
Telephone: 304-242-1800
E-mail: awiethe@belomar.org

Name: Betty Suto
Title: Code Enforcer
Telephone: 740-633-2876
E-mail: bettysuto@yahoo.com

Name: A.C Wiethe
Title: Project Manager
Telephone: 304-242-1800
E-mail: awiethe@belomar.org

Name: Mark McVey
Title: Mayor
Telephone: 740-795-4201
E-mail: powpt@windstream.net

Name: A.C Wiethe
Title: Project Manager
Telephone: 304-242-1800
E-mail: awiethe@belomar.org

VI.

REPORTING AND COMPLIANCE

- A. Reporting Requirements. Subrecipient shall submit to Lead Entity the reports as required by the Program Guidelines.
- B. Inspections. At any time during normal business hours and upon three (3) days prior written notice, as often as Lead Entity may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Subrecipient shall make available to Lead Entity, for examination, all of its records with respect to matters covered by this Agreement. Records to be made available for inspection include, but are not limited to, records of personnel and conditions of employment. Subrecipient shall permit Lead Entity to audit, examine and make copies or transcripts from such records.

VII.

GENERAL CONDITIONS

- A. Adherence to State and Federal Laws, Regulations
 - (1) General. Subrecipient agrees to comply with all applicable Federal, state and local laws, rules, regulations and ordinances in the performance of its obligations under this Agreement and in expending any Program Funds. Without limiting the generality of such obligation, Subrecipient shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withholding, and any and all other taxes or payroll deductions required for all employees engaged by Subrecipient in connection with the Projects. Subrecipient shall comply with all applicable environmental, zoning, planning and building laws and regulations.
 - (2) Ethics. Recipient, by its signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Recipient understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement.
 - (3) Conflict of Interest. Subrecipient shall immediately disclose in writing to Lead Entity any such person who, prior to or after the execution of this Agreement, acquires personal interest, voluntarily or involuntarily. Subrecipient shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily and involuntarily, to immediately disclose such interest to Lead Entity in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Lead Entity determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
 - (4) Non-Discrimination. Pursuant to R.C. 125.111 and the AGO's policy, Subrecipient agrees that Subrecipient and any person acting on behalf of Subrecipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Subrecipient further agrees that Subrecipient and any person acting on behalf of Subrecipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
 - (5) Kickbacks. Subrecipient represents and warrants that Subrecipient has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any payment back from any contract, or kickback, and Subrecipient covenants and agrees that Subrecipient, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the Term of this Agreement. Subrecipient further represents and warrants that is has not knowingly included, directly or indirectly, the amount of kickbacks in the estimated cost of any Project now will knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement.

(6) Non-Assistance to Terrorist Organization. If the potential compensation to Subrecipient under this Agreement exceeds \$100,000.00, Subrecipient hereby represents and warrants that it has not provided any material assistance, as that term is defined in R.C. 2909.33 (C), to any organization identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/ Non-assistance to a Terrorist Organization," available at <http://homelandsecurity.ohio.gov/dma/dma.asp>. Subrecipient further represents and warrants that it has provided or will provide such document to the Lead Entity prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void ab initio and Subrecipient shall immediately repay to the Lead Entity any funds paid under this Agreement.

(7) Campaign Contributions Limits. Neither Subrecipient nor any of Subrecipient's partners, officers, directors or shareholders, if any, nor the spouses of any such person, have made contributions in excess of the limitations specified in R.C. 3517.13.

(8) Public Records. Subrecipient acknowledges that this Agreement and other records in the possession or control of Attorney General regarding each Project are public records under R.C. 149.43 and are open to public inspection unless a legal exemption applies.

B. Subcontracts. Subrecipient shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Lead Entity to terms inconsistent with, or at variance from, this Agreement.

C. Environmental Requirements. Subrecipient agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement.

D. Liability. Subrecipient shall be liable for negligent acts or omissions, or negligent conduct of Subrecipient, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Each party agrees to defend itself and themselves and pay any judgments and cost arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

E. Source and Availability of Funds. Subrecipient acknowledges that the source of the Program Funds is a court approved consumer settlement agreement. Lead Entity shall have no obligation to advance or pay Subrecipient with any funds other than the funds Lead Entity receives from the AGO.

F. Termination Procedure

(1) Termination. Lead Entity may immediately terminate this Agreement by giving reasonable written notice of termination to the Subrecipient for any of the following occurrences:

- (a) Failure of Subrecipient to fulfill in a timely and proper manner any of its obligations under this Agreement.
- (b) Failure of Subrecipient to submit complete and accurate reports.
- (c) Failure of Subrecipient to use the Program Funds for the stated purposes in this Agreement.

(2) Effects of Termination. Within sixty (60) days after termination of this Agreement, Subrecipient shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement. After receiving written notice of termination, Subrecipient shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this paragraph, Subrecipient shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

(3) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Subrecipient of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Lead Entity of any of its rights hereunder.

VIII.

MISCELLANEOUS

A. Entire Agreement. This Agreement and any documents referred to herein constitutes the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

B. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. The parties shall agree in writing to any amendments or modifications.

C. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned, subcontracted or subgranted by the Subrecipient without the prior express written consent of the Lead Entity.

D. Private Property. No action shall be taken to impose a conversation easement on a property on which Program Funds are used. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT:

Address: P.O. Box 190 _____
Barnesville, OH 43713 _____
By: Ronald A. Bischof /s/ _____
Name: Ronald A. Bischof, Mayor _____
Title: Mayor _____
Date: August 1, 2012 _____

Address: 3197 Belmont Street _____
Bellaire, OH 43906 _____
By: Vince DiFabrizio /s/ _____
Name: Vince DiFabrizio, Mayor _____
Title: Mayor _____
Date: 7/19/2012 _____

Address: 301 Main Street _____
Bridgeport, OH 43912 _____
By: John J. Callarik /s/ _____
Name: John Callarik _____
Title: Mayor _____
Date: 8/13/12 _____

Address: 5th & Walnut Sts. _____
Martins Ferry, OH 43935 _____
By: Paul Riethmiller /s/ _____
Name: Paul Riethmiller, Mayor _____
Title: Mayor _____
Date: 7/19/2012 _____

Address: 104 Mellott Street _____
Powhatan Point, OH 43942 _____
By: Mark McVey /s/ _____
Name: Mark McVey _____
Title: Mayor _____
Date: 8-15-12 _____

LEAD ENTITY:

Address: 101 W. Main St. _____
St. Clairsville, OH 43950 _____
By: Charles R. Probst, Jr. /s/ _____
Name: Charles Probst _____
Title: President _____
Date: 8/22/2012 _____

Address: 101 W. Main St. _____
St. Clairsville, OH 43950 _____
By: Charles R. Probst, Jr. /s/ _____
Name: Charles Probst _____
Title: President _____
Date: 8/22/2012 _____

Address: 101 W. Main St. _____
St. Clairsville, OH 43950 _____
By: Charles R. Probst, Jr. /s/ _____
Name: Charles Probst _____
Title: President _____
Date: 8/22/2012 _____

Address: 101 W. Main St. _____
St. Clairsville, OH 43950 _____
By: Charles R. Probst, Jr. /s/ _____
Name: Charles Probst _____
Title: President _____
Date: 8/22/2012 _____

Address: 101 W. Main St. _____
St. Clairsville, OH 43950 _____
By: Charles R. Probst, Jr. /s/ _____
Name: Charles Probst _____
Title: President _____
Date: 8/22/2012 _____

APPROVED AS TO FORM:

David Liberati-Assistant /s/

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING DAVE IVAN, BEMONT CO. EMA DIRECTOR, TO EXECUTE THE HAZARD MITIGATION GRANT APPLICATION

Motion made by Mr. Probst, seconded by Mr. Coffland to adopt the resolution authorizing Dave Ivan, Belmont County EMA Director, to execute the Hazard Mitigation Grant application.

**DESIGNATION OF APPLICANT'S AGENT
RESOLUTION**

BE IT RESOLVED BY Board of Commissioners OF Belmont County
(Governing Body) (Public Entity)

THAT Dave Ivan, Belmont County EMA Director
(Name of Incumbent) (Official Position)

is hereby authorized to execute for and in behalf of Belmont County

Belmont County, a public entity established under the laws of the State of Ohio
this application and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 23rd Congress) or otherwise available from the President's Disaster Relief Fund.

THAT Belmont County, a public entity established under the laws of the State of Ohio, hereby authorized its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurances and agreements as listed in the Grant Agreement.

Passed and approved this 22nd day of August, 2012.

Charles R. Probst, Jr. /s/
Charles R. Probst, Jr., President (Name and Title)

Ginny Favede /s/
Ginny Favede, Vice President (Name and Title)

Matt Coffland /s/
Matt Coffland (Name and Title)

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF RESOLUTION DECLARING AN EMERGENCY SITUATION RE: EXPIRATION OF THE CONTRACT WITH DIGITAL DATA COMMUNICATIONS, INC. FOR INFORMATION TECHNOLOGY SUPPORT AND MAINTENANCE

Motion made by Commissioner Probst, seconded by Commissioner Coffland to adopt the following Resolution.

WHEREAS, Ohio Revised Code Section 307.86(A)(2) empowers the Belmont County Commissioners to exempt from competitive bidding when a situation arises that is determined to be a real and present emergency; and

WHEREAS, the current contract with Digital Data Communications Inc. for full service technology support and maintenance program expires on September 1, 2012; and

WHEREAS, information technology support and maintenance are vital for the operation of the county courts and departments and they cannot function without these services;

NOW THEREFORE BE IT RESOLVED, that the Belmont County Commissioners do hereby declare the situation regarding the pending expiration of the contract with Digital Data Communications for information technology and support services to present a real and present emergency and authorize entering into a three (3) month contract with Digital Data Communications, Inc., in the amount of \$42,000.00 (\$14,000 per month), effective September 1, 2012 through November 30, 2012, to allow time to advertise for bids for said services.

**Digital Data Communications, Inc.
MASTER CLIENT SERVICES AGREEMENT**

This Master Client Services Agreement (this "Agreement") is between Digital Data Communications, Inc., a corporation that maintains an office for business at 15 S 5th Street, Martins Ferry, OH 43950 ("**Company**"), and Belmont County Commissioners, 101 West Main St., St. Clairsville, OH 43950 ("**Client**"). The Agreement shall be effective as of the latest date of the signatures of the parties below ("Effective Date"). The parties agree as follows:

1) **SCOPE OF SERVICES.** Company agrees to assist Client with professional services and advice as set forth in Schedule 1, and as set forth in one or more applicable statements of work (each, a "Statement of Work") that may be executed from time-to-time by both parties under this Agreement (collectively, the "Services"). To be effective, each Statement of Work (if any) shall reference this Agreement and, when executed by both parties, shall automatically be deemed a part of, and governed by the terms of, this Agreement. Each Statement of Work is enforceable according to the terms and conditions contained therein, and in the event of a direct conflict between the language of this Agreement and any Statement of Work, the language of the Statement of Work shall control, but only with respect to that particular Statement of Work.

2) **PAYMENT.** Unless otherwise stated in a statement of work, Payment is due the date the Client receives an invoice for Services from Company. For prepaid fees or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are agreed upon in Schedule 1 or a relevant Statement of Work. A schedule of applicable fees is listed in schedule 2 of this agreement. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.**

3) **TERMS.** The Agreement shall be in effect for a period of three months from September 1st, 2012 through November 30, 2012.

4) **AUTHORIZED CONTACT PERSON.** Client shall designate one or more authorized contact person(s) (each, an "Authorized Contact") with whom Company will conduct Service-related communications. Client's initial Authorized Contact(s) is/are: Charles Probst Jr., Ginny Favede and Matt Coffland. Likewise, Client may designate one or more Authorized Contacts with respect to individual Statements of Work. Each Authorized Contact shall be a point of contact for Company, and shall be authorized to provide, modify and approve on Client's behalf, work direction, Statements of Work, and Change Orders. Client understands and agrees that Company shall be permitted to act upon the direction and apparent authority of each Authorized Contact, unless and until Company receives written notice from Client (as described

below) that an Authorized Contact is no longer authorized to act on Client's behalf. If during the Term of this Agreement, Client wishes to add or remove an Authorized Contact, or modify an Authorized Contact's information or authority, Client must notify Company in writing of the change(s) including (in the event of the addition of an Authorized Contact) the Authorized Contact's name, address, email address and telephone number.

5) **ACCESS TO PREMISES.** To the extent that Services are performed on Client's premises ("Premises"), Client hereby grants to Company the right of ingress and egress over the Premises and further grants Company a license to provide the Services described in any Statement of Work within the Premises. To the extent that Services are provided to Client on property other than the Premises, it shall be Client's responsibility to secure, at Client's own cost, prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permission necessary for Company to provide Services at such location(s). Client shall provide Company with any passwords or keys (virtual or otherwise) that Company requires in order to provide the Services to Client. Company shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from Client's denial to Company of full and free access to Client's systems and components thereof, or Client's denial to Company of full and free access to Client's personnel or Premises pursuant to this Agreement.

6) **WARRANTIES; LIMITATIONS OF LIABILITY.**

a) Any third party products provided to Client pursuant to this Agreement, including but not limited to third party hardware, software, peripherals and accessories (collectively, "Third Party Products") shall be provided to Client "as is". Company shall use reasonable efforts to assign all warranties (if any) for the Third Party Products to Client, but will have no liability whatsoever for such third party products. All Third Party Products are provided WITHOUT ANY WARRANTY WHATSOEVER as between Company and Client, and Company shall not be held liable as an insurer or guarantor of the performance or quality of Third Party Products.

b) Company assumes no liability for failure of equipment or software or any losses resulting from such failure.

c) Client warrants and represents that it shall not use the System for any purposes or activities that violate the laws of any jurisdiction, including the sending of unsolicited, bulk commercial email (*i.e.*, SPAM).

d) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF WORK(S) OR ANY SERVICES PERFORMED OR PARTS SUPPLIED HEREUNDER, ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY BREACH HEREOF OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT OR ANY STATEMENT(S) OF WORK EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. IT IS UNDERSTOOD AND AGREED THAT THE COSTS OF HARDWARE OR SOFTWARE (IF ANY) PROVIDED TO CLIENT UNDER THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGES DESCRIBED IN THE PRECEDING SENTENCE.

7) **COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY.** Each party (a "Creating Party") owns and retains all intellectual property rights in and to all of the Creating Party's works of authorship, including but not limited to all plans, software or software modifications developed by the Creating Party, and all modules derived or created from such materials (collectively, "Creating Party's IP"). The Creating Party's IP may not be distributed or sold in any form or manner without the express written consent of the Creating Party. During the term of this Agreement, Client may use and modify any intellectual property provided to Client by Company pursuant to this Agreement, provided that such modifications (i) do not result in or cause the infringement of any intellectual property rights of any third party, (ii) do not require Client to reverse engineer Company's intellectual property, and (iii) do not negatively impact the security or integrity of any of Company's equipment, or the integrity or implementation of the Services. Each party's limited right to use the other party's intellectual property as described herein automatically terminates upon the termination of this Agreement.

8) **TERMINATION.**

a) The agreement may be terminated by the Client upon 90 days written notice if the Company:

i) Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.

ii) Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.

iii) Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement

b) This Agreement may be terminated by the Company upon ninety (90) days written notice to the Client.

c) **Consent.** The parties may mutually consent, in writing, to terminate this Agreement or any Statement of Work at any time.

d) **Default.** In the event that one party (a "Defaulting Party") commits a material breach of this Agreement or a Statement of Work, the non-Defaulting Party shall have the right, but not the obligation, to terminate immediately this Agreement or the relevant Statement of Work provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within ten (10) days following receipt of written notice from the non-Defaulting Party.

e) **Equipment** - No equipment is provided by **Company**.

f) **Equipment Removal.** Upon termination of this Agreement for any reason, Client shall provide Company with access, during normal business hours, to Client's premises (or any other locations at which Company-owned equipment is located) to enable Company to remove all Company-owned equipment from such premises (if any).

g) **Transition.** In the event this Agreement is terminated for any reason whatsoever, all Client data held by Company shall be returned to the Client in a commercially reasonable manner and time frame, not to

exceed fifteen (15) calendar days following the date of request of the return of such data by Client. The

data shall be returned in a comma separated value (*i.e.*, CSV) format, unless another industry-standard

format is mutually agreed upon by the parties. In the event that Client requests Company's assistance to

transition to a new service provider, Company shall do so provided that (i) all fees due and owing to

Company under this Agreement are paid to Company in full prior to Company providing its assistance to

Client, and (ii) Client agrees to pay Company its then-current hourly rate for such assistance, with upfront

amounts to be paid to Company as agreed upon between the parties. **Company shall have no obligation to store or maintain any Client data**

in Company's possession or control beyond fifteen (15) calendar days following the termination of this Agreement. Company shall be

held harmless for

and indemnified by Client against any and all claims, costs, fees, or expenses incurred by either party

that arise from, or are related to, Company's deletion of Client data beyond the time frames described in

this Section.

h) **Impact.** Termination of a Statement of Work shall not act as a termination of any other Statement of Work or as a termination of this Agreement as a whole. Termination of this Agreement, however, shall act as a termination of all Statements of Work then pending, unless the parties agree otherwise in writing.

i) **No Liability:** Unless expressly stated in this Agreement, neither party shall be liable to the other party or any third party for any compensation, reimbursement, losses, expenses, costs or damages (collectively, "Damages") arising from or related to, directly or indirectly,

the termination of this Agreement for any reason, or for Damages arising from or relating to Company's disclosure of information pursuant to any valid legal request to which Company is required to comply. This waiver of liability shall include, but shall not be limited to, the loss of actual or anticipated profits, anticipated or actual sales, and of expenditures, investments, or commitments in connection with such party's or any third party's goodwill or business.

9) CONFIDENTIALITY.

a) Defined. For the purposes of this Agreement, Confidential Information shall mean any and all non-public information provided to Company by Client, including but not limited to Client's customer data, customer lists, internal Client documents, and related information. Confidential Information shall not include information that: (i) has become part of the public domain through no act or omission of Company, (ii) was developed independently by Company, or (iii) is or was lawfully and independently provided to Company prior to disclosure by Client, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) Use. Company shall keep Client's Confidential Information confidential, and shall not use or disclose such information to any third party for any purpose except (i) as expressly authorized by Client in writing, or (ii) as needed to fulfill Company's obligations under this Agreement. If Company is required to disclose the Confidential Information to any third party as described in part (ii) of the preceding sentence, then Company shall ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section.

c) Due Care. Company shall exercise the same degree of care with respect to the Confidential Information it receives from Client as Company normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases shall be at least a commercially reasonable level of care.

d) Compelled Disclosure. If Company is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, Company shall immediately notify Client in writing of such requirement so that Client may seek a protective order or other appropriate remedy and/or waive Company's compliance with the provisions of this Section. Company will use its best efforts, at Client's expense, to obtain or assist Company in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, Company may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that Company has been advised by written opinion of counsel reasonably acceptable to Company that it is legally compelled to disclose.

10) MISCELLANEOUS.

a) Assignment This Agreement or any Statement of Work may not be assigned or transferred by Company without the prior written consent of the Client. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, Company may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.

b) Amendment. No amendment or modification of this Agreement or any Statement of Work (including any schedules or exhibits) shall be valid or binding upon the parties unless such amendment or modification specifically refers to this Agreement, is in writing, and is signed by one of the Designated Contacts of each party.

c) Time Limitations. The parties mutually agree that any action for breach of or upon a matter arising out of this Agreement or any Statement of Work must be commenced within one (1) year after the cause of action accrues or the action is forever barred.

d) Severability. If any provision hereof or any Statement of Work is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any Statement of Work shall be valid and enforceable to the fullest extent permitted by applicable law.

e) Other Terms. Company shall not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed Statement of Work. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such an unenforceable provision or provisions had never been included in this Agreement.

f) No Waiver. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any other occurrences.

g) Merger. This Agreement, together with any Statement(s) of Work, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or Statement of Work shall act only to provide illustrations or descriptions of Services to be provided, and shall not act to modify this Agreement or provide binding contractual language between the parties. Company shall not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.

h) Force Majeure. Company shall not be liable to Client for delays or failures to perform its obligations under this Agreement or any Statement of Work because of circumstances beyond its reasonable control. Such circumstances include, but shall not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the reasonable control of Company.

i) Non-Solicitation. Client acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Client will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of Company's employees or subcontractors to discontinue or reduce the scope of their business relationship with Company, or recruit, solicit or otherwise influence any employee or agent of Company to discontinue such employment or agency relationship with Company. In the event that Client violates the terms of the restrictive covenants in this Section 12(j), the parties acknowledge and agree that the damages to Company would be difficult or impracticable to determine, and agree that in such event, as Company's sole and exclusive remedy therefore, Client shall pay Company as liquidated damages and not as a

penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with Client (including any signing bonus).

j) Insurance. Company and Client shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement or any Statement of Work, including but not limited to, workers compensation and general liability. Company agrees to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence, and an automobile liability insurance policy of not less than \$250,000 bodily injury per person, \$250,000 per accident, and \$100,000 property damage liability. All of the insurance policies described herein shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party by certified mail. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Anywhere with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B + to A+.

k) Governing Law; Venue. This Agreement and any Statement of Work shall be governed by, and construed according to, the laws of the State of Ohio. Client hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in Belmont County, in the State of Ohio, for any and all claims and causes of action arising from or related to this Agreement. THE PARTIES AGREE THAT THEY WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT.

l) No Third Party Beneficiaries. The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

m) Usage in Trade. It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

n) Business Day. If any time period set forth in this Agreement expires on a day other than a business day in Belmont County, Ohio such period shall be extended to and through the next succeeding business day in Belmont County, Ohio.

o) Notices. Where notice is required to be provided to a party under this Agreement, such notice shall be deemed delivered upon receipt by the receiving party, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx to the addresses set forth in the opening paragraph of this Agreement, or to such other address(es) as the parties may designate from time to time.

p) Independent Contractor. Each party is an independent contractor of the other, and neither is an employee, partner or joint venturer of the other.

q) Subcontractors. Company may subcontract part or all of the Services to one or more third parties provided, however that Company shall be responsible for, and shall guarantee, all work performed by any Company-designated subcontractor as if Company performed such work itself. Notwithstanding the foregoing, Company shall not delegate or subcontract any Services that are expressly designated as being non-delegable by Client on a statement of work.

r) Counterparts. The parties may execute and deliver this Agreement and any Statement of Work in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement. Each party acknowledges and agrees that this Agreement is intended to be executed and transmitted to the other party via electronic means. Accordingly, a party may execute and deliver this Agreement (or any Statement of Work) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party shall be entitled to rely upon the apparent integrity and authenticity of such signature for all purposes.

AGREED AND ACCEPTED:

Date: 8/28/12
Digital Data Communications, Inc.
Donald "Wes" Monk, President
Donald W. Monk /s/

Date: 8/22/12
Client: Belmont County Commissioners Office
Charles R. Probst, Jr., Commissioner
Charles R. Probst, Jr., /s/
Ginny Favede, Commissioner
Ginny Favede /s/
Matt Coffland, Commissioner
Matt Coffland /s/

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Probst Yes

IN THE MATTER OF ENTERING EXECUTIVE SESSION

Motion made by Mr. Probst, seconded by Mrs. Favede to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to discuss the employment of a public employee.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mrs. Favede Yes
Mr. Coffland Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:40 A.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Coffland Yes
Mrs. Favede Yes

IN THE MATTER OF BID OPENING FOR THE POWHATAN POINT ROUTE 7 DRAINAGE IMPROVEMENT PROJECT/CDBG

This being the day and 10:35 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Powhatan Point Route 7 Drainage Improvements project, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
James White Construction Weirton, WV	X	\$ 71,535.00
Ohio-West Virginia Excavating Co. Powhatan Point, OH	X	\$ 62,887.00

Present for the bid opening were A. C. Wiethe of Belomar, and Robert DeFrank of The Times Leader.

Motion made by Mr. Probst, seconded by Mr. Coffland to turn over all bids received for the Powhatan Point Route 7 Drainage Improvements project, a Community Development Block Grant project, to A.C. Wiethe of Belomar Regional Council for review and recommendation.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF BID OPENING FOR THE VILLAGE OF BELMONT SOUTH BRIDGE STREET SIDEWALK IMPROVEMENT PROJECT/CDBG

This being the day and 10:45 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Village of Belmont South Bridge Street Sidewalk Improvement project, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
<u>NO BIDS RECEIVED</u>		

Mr. A.C. Wiethe will talk to the contractors and Village of Belmont to see what the issues are and rebid.

BREAK

IN THE MATTER OF THE VACATION OF TWO 12' ALLEYS IN NEW CASTLE WAYNE TOWNSHIP SECS. 20 & 21, T-6 R-5/RD IMP 1117

Present for the hearing were Ruth Graham, Engineer's Drafting Technician and Engineer Fred Bennett. Ruth advised the road view was attended by a Petitioner, Dustin Reed of the Engineer's Department and Commissioner Coffland. She reviewed the maps. The Trustees weren't at the actual road site, but they met with them afterwards and have their approval. The property owner has a major water issue and by vacating it allows him to go in and do what he needs done without landlocking anyone.

**REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06**

Date: 8/09/12

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

The undersigned, in obedience to your order, dated August 8, 2012 proceeded on August 22, 2012 to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should be granted.
"see attached plat"

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

Fred F. Bennett/s/
County Engineer of Belmont County, Ohio

IN THE MATTER OF THE VACATION OF TWO 12' ALLEYS IN NEW CASTLE WAYNE TOWNSHIP SECS. 20 & 21, T-6. R-5/RD IMP 1117

Office of County Commissioners
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT ORDERING RECORD, ETC.
Rd. Imp. #1117**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 22nd day of August, 2012 in the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Probst
Mr. Coffland

Mr. Probst moved the adoption of the following Resolution:

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

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

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

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

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

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

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

Adopted the 22nd day of August, 2012

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

DISCUSSION HELD – ENGINEER’S DEPT. RE: ROAD USE MAINTENANCE AGREEMENT AND TOWN HILL BRIDGE –

Engineer Fred Bennett advised they have a Road Use Maintenance Agreement with Gulfport for using Co. Rd. 128, Boston Road. They will provide a bond in the amount of \$400,000.00 a mile, which is a \$1,564,000.00 bond. Mr. Bennett asked the board to sign the agreement today. When the bond comes in, they will attach it to the agreement. They have been asked to return an original signed copy. Mr. Bennett noted Gulfport wants to move the drill rig onto the site and that is the reason for the hurry.

Mr. Bennett and Deputy Engineer Mike Wahl also reported on an OPWC project. Mike advised that every two years a fracture critical inspection is done. For the Town Hill Bridge they had a consultant come in with a piece of equipment that enables each part of the bridge to be touched. This type of inspection requires each piece to be touched. They found three (3) major deficiencies. Based on the deficiencies, there was over 50% section loss to the bolt heads that connect the truss to the floor beams. There are holes in the stringers to where you can see daylight through the steel in many places, a there is section loss to the floor beams. After analyzing, they came up with a 10 ton posting and that is what is on the bridge right now. Mike explained the plan to repair the structure. The Engineer is trying to move the money that was allocated for Sand Hill and already approved by Public Works to the Town Hill Bridge, as it is a much more critical need. Sand Hill has received repairs the past two (2) days and it is back up to 15 tons for winter. North American Coal is contributing \$160,000.00 to make up the difference between the Public Works funding and what the county was going to put into Sand Hill and what is needed yet. It is going to cost approximately \$700,000.00 to replace this bridge. This is the county’s longest span. It is a very difficult bridge to build and they are going to try to get the bridge constructed this year. If the Board of Commissioners approve this, then a meeting will be scheduled with the county committee to reallocate points this afternoon and then go to Marietta to get the ten (10) counties in our district to bless the change. Then we can proceed. It is the Engineer’s intention to reapply in the coming round for Sand Hill. It was the highest rated project in the ten (10) counties this year. There is no reason to believe it won’t be next year. Mr. Coffland asked how much inconvenience to the residents? Mr. Wahl said there is tremendous inconvenience. They are fast tracking this construction and hope to have the bridge re-opened in mid December. Start date for construction is approximately October 1. If they get everything approved and bid right away, they will need time to make the box beams. ODOT is working on plans to temporarily close State Route 148 to set the beams.

IN THE MATTER OF AUTHORIZING CHANGING BELMONT COUNTY’S OHIO PUBLIC WORKS COMMISSION PROJECT CRX01 FROM THE BEL-4-6.51 BRIDGE REPLACEMENT TO THE BEL-YOR-810-0.01 BRIDGE REPLACEMENT PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize changing Belmont County’s Ohio Public Works Commission Project CRX01 from the BEL-4-6.51 Bridge Replacement to the BEL-YOR-810-0.01 Bridge Replacement Project based upon the recommendation of Fred Bennett, County Engineer, and to notify the Ohio Public Works Commission of the same. Commissioner Charles R. Probst, Jr., will remain the Chief Executive Officer/Certifying Representative.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

11:15 a.m. Resolution Honoring Alyssa Robinson-St. Clairsville Lady Red Devils Track & Field Team

Present with Alyssa Robinson were her parents, Coach Ben Frye and Superintendent Walt Skaggs. The board gave their congratulations to Alyssa. Mr. Probst said you make us proud and noted how hard it is to get to the state level. Mr. Coffland said this was a great job and “this is becoming a habit in St. Clairsville.” He thanked all for coming in. Mrs. Favede told Alyssa she was extremely proud of her and for being a strong female role model for other females. She has given a perspective for other girls at what can be achieved through hard work and dedication. She hoped this takes her to a college education. Mr. Skaggs said the school is proud of her and it was exciting to watch her. It has been 10 years since they have had a state champion.

IN THE MATTER OF ADOPTING RESOLUTION HONORING ALYSSA ROBINSON OF THE ST. CLAIRSVILLE LADY RED DEVEIL’S TRACK AND FIELD TEAM

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt the resolution honoring Alyssa Robinson of the St. Clairsville Lady Red Devil’s Track and Field Team.

***RESOLUTION
HONORING ALYSSA ROBINSON OF THE
ST. CLAIRSVILLE LADY RED DEVIL’S
TRACK AND FIELD TEAM***

WHEREAS, Alyssa Robinson has proven herself a superior athlete through her perseverance as a great competitor; and;

WHEREAS, Alyssa Robinson, due to her commitment and devotion, achieved the honor of participating in the Ohio Division II, Ohio High School Athletic Association Track and Field Meet held at the Jesse Owens Memorial Stadium at The Ohio State University, Columbus; and

WHEREAS, Alyssa Robinson has brought much pride and community spirit to the St. Clairsville School District and all of Belmont County through her efforts to achieve her personal best in shot put this season; and

WHEREAS, Alyssa Robinson epitomizes the status of an exceptional student athlete for St. Clairsville High School by producing an undefeated season this year, topping her 3rd place finish at last year’s state championship; and became the first St. Clairsville Red Devil state champion since 2002.

NOW, THEREFORE, BE IT RESOLVED that the Belmont County Commissioners, on behalf of all county residents, do hereby offer heartfelt congratulations to Alyssa Robinson, Head Coach Ben Frye, assistant coaches, parents, fans and the entire school district on bringing home the Division II shot put crown and a most successful, memorable season and outstanding representation of Belmont County. Adopted this 22nd day of August, 2012.

BELMONT COUNTY COMMISSIONERS

Ginny Favede /s/

Charles R. Probst, Jr. /s/

Matt Coffland /s/

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT WITH GULFPORT ENERGY CORP.

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a **Roadway Use and Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy Corporation for use of 3.91 miles of County Road 128 for ingress and egress from Stutzman 1-14H, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells and completion of operations at the Stutzman 1-14H, based upon the recommendation of Fred Bennett, County Engineer; Gulfport Energy will post a bond or other surety in the amount of \$1,564,000.00 to cover costs of any damages caused by drilling activity on the route.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR DRILLING PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Gulfport Energy Corporation, whose address is 14313 North May Ave., Suite 100, Oklahoma City, OK 73134 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Somerset Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Stutzman 1-14H, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Stutzman 1-14H (hereafter collectively referred to as "oil and gas development site") located in Somerset Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 3.91 miles of CR 128 for the purpose of ingress to and egress from the Stutzman 1-14H, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Stutzman 1-14H (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 3 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

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

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

1. The portion of CR 128, to be utilized by Operator hereunder, is that exclusive portion beginning at The intersection of CR 128 and State HWY 379. Then south for approximately 3.91 miles to TR 728. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 128 for any of its Drilling Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractor and or agents.
3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
5. Unless excepted for the reasons provided below, prior to the Drilling Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$1,564,000 & 0/100 DOLLARS (\$400,000.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Drilling Activity whatsoever.
10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

- 12. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- 13. Agreement shall be governed by the laws of the State of Ohio.
- 14. This Agreement shall be in effect on _____, 2012.
Executed in duplicate on the dates set forth below.

<p style="text-align: center;"><u>Authority</u></p> <p>By: <u>Matt Coffland /s/</u> Commissioner</p> <p>By: <u>Charles R. Probst, Jr. /s/</u> Commissioner</p> <p>By: <u>Ginny Favede /s/</u> Commissioner</p> <p>By: <u>Fred F. Bennett /s/</u> County Engineer</p> <p>Dated: <u>8/22/2012</u></p>	<p style="text-align: center;"><u>Operator</u></p> <p>By: <u>Joshua Sieck /s/</u> Printed name: Joshua Sieck</p> <p>Company Name: <u>Gulfport Energy Corporation</u></p> <p>Title: <u>Project Engineer</u></p> <p>Dated: <u>8/22/2012</u></p>
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Approved as to Form: David K. Liberati, Assistant /s/
County Prosecutor

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:45 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter Executive Session, pursuant to O.R.C. 121.22(G)(1) Personnel Exception to discuss the employment of a public employee.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:20 P.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session .

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:

**IN THE MATTER OF APPROVING THE HIRING
OF JACLYNN SMOLENAK AS FULLTIME
ASSISTANT CLERK/COMMISSIONERS**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the hiring of Ms. Jaclynn Smolenak as a full time Assistant Clerk for the Belmont County Commissioners' office at the hourly rate of \$10.00 per hour, effective September 4, 2012 subject to the standard 120 day probation period; upon successful completion of her probationary period, Ms. Smolenak will receive a \$.50 per hour pay increase.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF SIGNING THE LIMITED WARRANTY
DEED TO CONVEY PROPERTY IN WARREN TOWNSHIP TO
BELMONT COUNTY PORT AUTHORITY**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the Limited Warranty Deed to convey 1.2631 acres of property located in Warren Township to the Belmont County Port Authority.

LIMITED WARRANTY DEED

THE COUNTY OF BELMONT, a political subdivision of the State of Ohio, by and through the Belmont County Commissioners, the Grantor, for valuable consideration paid, grants, with limited warranty covenants, to **THE BELMONT COUNTY PORT AUTHORITY**, an Ohio political subdivision, the Grantee, whose tax-mailing address is 101 West Main Street, St. Clairsville, Ohio 43950, the following described real property:

Situated in the State of Ohio, County of Belmont, Township of Warren, being in the northwest quarter of Section 4, Range 6 West, Township 8 North, of "The Old Seven Ranges Survey", and being bounded and described as follows:

Commencing for Reference at a marked stone found at the northwest corner of Section 4 (Note: Reference bearing on the west line of the northwest quarter of Section 4 used as North 04°49'27" West.);

Thence, with the west line of the northwest quarter of Section 4 used as South 04°49'27" West a distance of 2,099.04 feet to **THE TRUE POINT OF BEGINNING** for the description, being located North 04°49'27" East a distance of 30.48 feet from a ½" iron pin found capped "Claus 6456" in the north right-of-way line of the former B. and O. Railroad;

Thence, from said Point of Beginning and running parallel with the north right-of-way line of the former railroad, the following three courses:

1. Thence North 59°55'46" East a distance of 972.73 feet to an angle point at 75.00 feet to the right of centerline railroad station 1324+83.86;
2. Thence North 59°59'17" East a distance of 383.89 feet to a point at 75.00 feet to the right of centerline C.T. Station 1321+00.00;
3. Thence, with a curve to the right, having a radius of 2,039.42 feet, an arc length of 843.08 feet, a chord bearing of North 71°49'50" East a chord distance of 837.08 feet to a point in the west line of a 3.830 acres tract as conveyed to Donald K. and Tonya D. Carpenter by Deed Volume 719, Page 684 of the Belmont County Recorder's Office;

Thence, with the west line of said Carpenter property, South 04°22'19" West a distance of 25.45 feet to a 1/2" iron pin found capped "Claus 6456" in the north right-of-way line of said former railroad;

Thence, with the north right-of-way line of said former railroad (as shown on B, and O Railroad Valuation Plan No. 125.1-12, Sheet No. 39013-001, CSX Realty, Exhibit "A" of December 8, 1989), the following three courses:

1. being with a curve to the left, having a radius of 2,014.42 feet, an arc length of 828.02 feet, a chord bearing of South 71°45'48" West a chord distance of 822.20 feet to an iron pin set at 50.00 right of centerline C.T. Station 1321+00.00;
2. Thence South 59°59'17" West a distance of 383.88 feet to a 1/2" iron pin found capped "Claus 6456" at an angle point at 50.00 right of centerline Station 1324+83.86;
3. Thence South 59°55'46" West a distance of 990.15 feet to an 1/2" iron pin found capped "Claus 6456" in the west line of Section 4 and the east line of Section 10;

Thence, with the west line of the northwest quarter of Section 4, North 04°49'27" East a distance of 30.48 feet to the Point of Beginning;

Containing 1.2631 acres, more or less, being a new survey of the same 25 feet wide strip of land as described at the end of the Second Tract of Deed Volume 298, Page 133.

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

There is further excepted and reserved unto The County of Belmont, Ohio, a political subdivision of the State of Ohio, its successors and assigns, where and to the extent that Grantor owns and has the rights thereto, all of the oil, gas, and other minerals in and underlying the above-described premises and all of the oil and gas-bearing sand, strata, formations and horizons in which oil, gas and other minerals may be, or may have been found, including coalbed methane gas, together with the exclusive right to extract and produce all of said oil, gas and other minerals, together with the further right to pool said oil and gas with others, WITHOUT, HOWEVER, the right to enter upon the surface of said premises.

There is further excepted and reserved unto The County of Belmont, Ohio, a political subdivision of the State of Ohio, its successors and assigns, where and to the extent Grantor owns and has rights thereto, all coal of all veins in and underlying the above-described premises, together with the exclusive right to extract all of said coal, WITHOUT, HOWEVER, the right to enter upon the surface of said premises.

Auditor's Parcel Number: 41-60002.00

The above-described real property is known for street numbering purposes as Township Road 176, Barnesville, Ohio 43713.

Being Tract Two of the same real property conveyed to Belmont County, Ohio, by warranty deed dated February 19, 1935, of record in Volume 298, Page 133 of the Records of Deeds of Belmont County, Ohio.

SUBJECT TO AND EXCEPTING taxes and assessments for the year 2012 and thereafter which taxes and assessments the Grantee assumes and agrees to pay as a part of the consideration for this conveyance.

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Executed this 22nd day of August, 2012.

THE COUNTY OF BELMONT
 By: Charles R. Probst, Jr. /s/
 Charles R. Probst, Jr., Commissioner
 By: Ginny Favede /s/
 Ginny Favede, Commissioner
 By: Matt Coffland /s/
 Matt Coffland, Commissioner

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

BREAK

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:40 P.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 1:40 p.m.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

Read, approved and signed this 29th day of August, 2012.

 _____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr. 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