

St. Clairsville, Ohio

August 24, 2011

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. Coffland, seconded by Mr. Probst, 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-ACS Affiliated Computer Services	Landaccess subscription-Recorder/General Fund	500.00
A-Belmont Co. Agricultural Society	Allocation to purchase tractor/General Fund	14,000.00
A-Comcast	Internet-Recorder/General Fund	87.65
A&N-Erb Electric Co., Inc.	Application #1-Annex III/General Fund & Capital Project Reserve Fund	56,371.50
B-Crossroads Counseling	July counseling/Indigent Drivers Alcohol Fund	1,403.60
C-Pure Water Finance	Water/Mediation Fund/Probate Court	79.95
D&K-Wilson Blacktop Corp.	Asphalt/Road & Bridges Fund and Engineer MVGT Fund	10,943.40
E-Don Nippert	Sublease Agreement/911 Fund	450.00
K-MOS Micromaid Office systems	Ink cartridges/Engineer MVGT Fund	207.00
N-Carr Concrete	Bridge & Box Beams/Bridge & Retaining Wall Constr. Improve. Fund	21,528.00
N-NAGALV-WV, Inc.	Guardrail Posts/Bridge & Retaining Wall Constr. Improve. Fund	640.50
N-Tri-Son Concrete	Concrete/Bridge & Retaining Wall Constr. Improve. Fund	3,163.75
P-Bridgeport Water Dept.	Materials/WWS#3 Revenue Fund	18,962.00
P-Postmaster	Postage/BCSSD Funds	6,824.00
P-Roger L. Tipton Garbage	Services/BCSSD Funds	84.00
P-Sharpshy Printing	Supplies/BCSSD Funds	525.00
P-Warco Sales, Inc.	Materials/WWS#3 Revenue Funds	5,806.00
P-Zep Manufacturing Co.	Supplies/BCSSD Funds	321.13
S-AT&T	Services/Certificate of Title Admn. Fund	5.35
S-AT&T Mobility	Internet/Northern Div. Ct. Computer Fund	65.14
S-Cardmember Service	Activity expenses/Oakview Juvenile Residential Center Fund	535.69
S-Comcast	Internet/Clerk of Courts Computer Fund	160.00
S-Courtview Justice Solutions	Maintenance agreement/Probate Court Computer Fund	2,362.50
S-Crystal Springs	Water/Certificate of Title Admn. Fund	19.11
S-Treasurer State of Ohio	LEADS/Eastern Ct. – General Special Projects Fund	450.00
S-U.S. Postal CMRS-FP	Postage/Northern Ct. General Special Projects Fund	5,000.00
S-Walmart Community/GEMB	Food & supplies/Okaview Juvenile Residential Center Fund	270.31
W-Lexis Nexis	Monthly charges/Law Library Fund	12,715.00
W-Matthew Bender & Co.	Books/Law Library Fund	456.19
W-West	Subscriptions/Law Library Fund	741.50
Y-Health Plan PPO	September premium/Employer's Share Holding Account	311,996.52

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for August 24, 2011 as follow:

FUND	AMOUNT
A-GENERAL	\$13,633.45; \$1,194.89
A-GENERAL/AUDITOR	\$655.84
A-GENERAL/EMA	\$732.22
A-GENERAL/JUVENILE COURT	\$1,296.64
A-GENERAL/SHERIFF	\$7,838.36
A-GENERAL/911	\$1,889.22
H-Job & Family, CSEA	\$9.00
H-Job & Family, Public Assistance	\$1,341.54
H-Job & Family, WIA	\$36,374.96
K-Engineer MVGT Fund	13,050.79; \$926.55
M-Juvenile Ct. – Placement II	\$22,201.62
M-Juvenile Ct. – Title IV-E Reimb.	\$2,608.89
P-Sanitary Sewer District	\$13,378.77; \$1,921.34; \$989.60; \$8,844.88; \$3,217.16
S-District Detention Home	\$280.59
S-Job & Family, Children Services	\$191.97; \$1,107.96
S-Oakview Juvenile Residential Center	\$1,878.06
S-Sheriff Commissary	\$1,859.97
S-Western Ct. General Special Projects	\$2,209.89
S-Western Div. Ct. Computer Fund	\$266.72

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/
BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers between funds from the Water and Sewer Guarantee Deposit Fund to the Revenue Receipt Fund for the month of July, 2011.

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfer Out	R-3701-P003-P15.574 WWS#2 01004002 Transfers In	117.83
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004002 Transfers In	343.18
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD #2 04004002 Transfers In	15.75
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004002 Transfers In	<u>43.22</u>
TOTAL		519.98

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF AUGUST AND SEPTEMBER, 2011**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for

the Vision Insurance Chargebacks for the months of August and September, 2011.

FROM	TO	AMOUNT
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	4,216.86
E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y06.500	0.00
E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y06.500	0.00
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	107.28
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	150.66
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
E-0400-M060-M64.008 CARE & CUSTODY REST.	R-9891-Y091-Y06.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	39.78
E-0400-M060-M75.008 CARE & CUSTODY Sub A	R-9891-Y091-Y06.500	55.44
E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y06.500	0.00
E-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y06.500	0.00
E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y06.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	421.92
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	115.74
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	39.78
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	0.00
E-1571-S087-S03.006 EASTERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	39.78
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	12.06
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	263.42
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	8.00
E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y06.500	0.00
E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y06.500	0.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	2.00
E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-	54.00

	Y06.500	
E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y06.500	31.00
E-2218-G000-G01.002 FOOD SERVICE	R-9891-Y091-Y06.500	0.00
E-2213-F075-F01.002 VITAL STATS	R-9891-Y091-Y06.500	0.00
E-2227-F074-F03.002 HOME SEWAGE TREAT. SYSTEM	R-9891-Y091-Y06.500	0.00
E-2229-F081-F01.001 PUBLIC HEALTH READINESS	R-9891-Y091-Y06.500	0.00
E-0300-A008-B01.002 CHEST CLINIC	R-9891-Y091-Y06.500	0.00
E-2228-F080-F01.002 CDC LEAD	R-9891-Y091-Y06.500	7.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	7.00
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	122.94
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	412.20
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	63.90
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	559.26
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	206.10
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	108.44
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	368.16
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	57.64
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	72.36
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	9.46
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	3.50
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	110.88
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	150.66
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	327.24
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	0.00
TOTAL		8,310.78

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF AUGUST AND SEPTEMBER, 2011**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Delta Dental Chargebacks for the months of August and September, 2011.

FROM	TO	AMOUNT
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	15,207.96
E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y07.500	0.00
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	384.04
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	552.10
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
E-0400-M060-M64.008 CARE & CUSTODY REST.	R-9891-Y091-Y07.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	140.58
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-	205.76

	Y07.500	
E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y07.500	0.00
E-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y07.500	0.00
E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y07.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,481.20
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	445.70
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	140.58
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	102.88
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	140.58
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	37.70
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	973.14
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	31.00
E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y07.500	0.00
E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y07.500	0.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	5.00
E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y07.500	200.00
E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y07.500	114.00
E-2229-F081-F01.001 Public Health Readiness	R-9891-Y091-Y07.500	0.00
E-2218--G000-G01.002 FOOD SERVICE	R-9891-Y091-Y07.500	0.00
E-2213-F075-F01.002 VITAL STATS	R-9891-Y091-Y07.500	0.00
E-2227-F074-F03.002 HOME SEWAGE TREAT. SYSTEM	R-9891-Y091-Y07.500	0.00
E-0300-A008-B01.002 CHEST CLINIC	R-9891-Y091-Y07.500	0.00
E-2228-F080-F01.002 CDC Lead	R-9891-Y091-Y07.500	26.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	26.00
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	449.22
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,515.72
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	215.98
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	205.76
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	389.34
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,319.42
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	259.86
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	200.80
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	43.20
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-	16.22

	Y07.500	
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	411.52
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	552.10
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,193.34
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	0.00
TOTAL		27,603.98

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE EXPRESS SCRIPTS CHARGEBACKS
FOR THE MONTHS OF AUGUST AND SEPTEMBER, 2011**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Express Scripts Chargebacks for the months of August and September, 2011.

FROM	TO	AMOUNT
E-0256-A014-A13.006 GENERAL	R-9891-Y091-Y08.500	28,709.02
E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y08.500	0.00
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y08.500	814.84
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y08.500	1,765.06
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y08.500	217.12
E-0400-M060-M64.008 CARE & CUSTODY REST.	R-9891-Y091-Y08.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y08.500	298.86
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y08.500	434.24
E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y08.500	0.00
E-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y08.500	0.00
E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y08.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y08.500	2,717.84
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y08.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y08.500	842.94
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y08.500	217.12
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y08.500	298.86
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y08.500	217.12
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y08.500	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y08.500	217.12
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y08.500	298.86
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y08.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y08.500	81.74
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y08.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y08.500	1,683.60
E-2223-T077-T01.002 IAP	R-9891-Y091-Y08.500	0.00
E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y08.500	0.00
E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y08.500	0.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y08.500	11.00
E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y08.500	212.00
E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y08.500	180.00
E-2218-G000-G01.002 FOOD SERVICE	R-9891-Y091-Y08.500	0.00
E-2213-F075-F01.002 VITAL STATS	R-9891-Y091-Y08.500	0.00
E-2227-F074-F03.002 HOME SEWAGE TREAT. SYSTEM	R-9891-Y091-Y08.500	0.00
E-0300-A008-B01.002 CHEST CLINIC	R-9891-Y091-Y08.500	0.00
E-2228-F080-F01.002 CDC LEAD	R-9891-Y091-Y08.500	53.00
E-2229-F081-F01.001 Public Health Readiness	R-9891-Y091-Y08.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y08.500	53.00
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y08.500	81.74
E-2410-S066-S80.000 BD. OF DD	R-9891-Y091-Y08.500	9,232.72
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y08.500	20,280.66
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y08.500	1,862.26
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y08.500	217.12
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y08.500	462.34
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y08.500	298.86
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y08.500	217.12

E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y08.500	710.04
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y08.500	2,303.68
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y08.500	421.86
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y08.500	543.18
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y08.500	69.44
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y08.500	26.00
E-4110-T075-T52.008 WIC	R-9891-Y091-Y08.500	651.36
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y08.500	896.58
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y08.500	2,305.53
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y08.500	0.00
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y08.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y08.500	<u>0.00</u>
TOTAL		79,903.83

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND

Motion made by Mrs. Favede, 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, 2011.

E-0051-A001-A44.000 TID \$85,000.00

(loaned monies pursuant to Intergovernmental Agreement)

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Probst to execute payment of Then and Now Certification dated August 24, 2011, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	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 – Debbie Meloy and Sheila Turner to travel to Columbus, OH, on Oct. 17, 2011, to attend STRS Comprehensive Employer Workshop. A county car will be used. Estimated expenses: \$200.00

COMMISSIONERS – Mike Kinter, HR Manager, and Jack Regis, Buildings & Grounds Superintendent, to travel to Columbus, OH, on August 26, 2011, to attend the County Risk Sharing Authority annual meeting.

DJFS – Michael Schlantz, Sarah Smith & Jon Purtiman to travel to Columbus, OH, on August 31, 2011, to attend Rapid Response Training. Estimated expenses: \$36.00

Joyce Bosold and Traci Collette to travel to Columbus, OH, on Sept. 20, 2011, to attend Fraud Quarterly Meeting. Estimated expenses: \$24.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING AUDITOR ANDREW SUTAK TO ESTABLISH NEW LINE ITEMS

Motion made by Mr. Probst, seconded by Mr. Coffland authorizing Belmont County Auditor Andrew Sutak to establish new line items for the following:

In-Home Levy Committee on Aging S70 Fund – Salaries, Medicare, OPERS, Insurances, Worker Compensation, Contractual Services, Supplies/Materials, Capital Outlay Improvements. Also requesting the current In-Home Levy Committee on Aging S70 Fund will now need to be named **Belmont County Senior Programs**.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of July 6 and July 13, 2011.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY INCREASE
FOR CHRIS CRAIG, BCSSD EMPLOYEE**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the continued employment and a \$.50 per hour pay increase, effective August 16, 2011, for Belmont County Sanitary Sewer District employee Chris Craig who has successfully completed his probationary period. Mr. Craig will be classified as a Utility Worker. This action is based upon the recommendation of BCSSD Director Mark Esposito and the Belmont County Water & Sewer Department Job Classification Handbook.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY INCREASE
FOR TIMOTHY J. MOORE, BCSSD EMPLOYEE**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the continued employment and a \$.50 per hour pay increase, effective August 16, 2011, for Belmont County Sanitary Sewer District employee Timothy J. Moore who has successfully completed his probationary period. Mr. Moore will be classified as a Utility Worker. This action is based upon the recommendation of BCSSD Director Mark Esposito and the Belmont County Water & Sewer Department Job Classification Handbook

Upon roll call the vote was as follows:

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

**IN THE MATTER OF JENNY LYNN DR.
EXTENSION (PRIVATE ROAD)
UNION TOWNSHIP SEC 16 & 22, T-8, R-5**

[Belmont Co. Commissioners
Courthouse
[St. Clairsville, Ohio 43950
Date August 24, 2011

Motion made by Mr. Coffland, seconded by Mr. Probst to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Jenny Lynn Drive Extension, (Private Road), Union Township Sec 16, T22, R5, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

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

To: Suz Pubal, F.O., Union Township Trustees, PO Box 1, 101 Memory Lane, Morristown, OH 43759

You are hereby notified that the 7th day of September, 2011, at 10:45 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/
Clerk of the Board

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

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

**IN THE MATTER OF ENTERING INTO RENEWAL
AGREEMENT WITH SIMPLEXGRINNELL FOR
ALARM PARTS AND LABOR-ANNUAL INSPECTION/
BELMONT COUNTY JAIL**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into a renewal agreement with SimplexGrinnell for Fire Alarm Parts and Labor including Annual Inspection for the Belmont County Jail in the amount of \$7,788.85, for the period of February 1, 2011 through January 31, 2012.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO RENEWAL
AGREEMENT WITH SIMPLEXGRINNELL FOR
ANNUAL BACKFLOW TEST AND INSPECTION,
QUARTERLY WET SPRINKLER TEST AND INSPECTION/
BELMONT COUNTY JAIL**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into a renewal agreement with SimplexGrinnell for the Annual Backflow Test and Inspection, Quarterly Wet Sprinkler Test and Inspection for the Belmont County Jail in the amount of \$1,171.40 for the period of July 1, 2011 to June 30, 2012.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING AGREEMENT WITH
STATE OF OHIO, DEPT. OF TRANSPORTATION FOR THE
BEL TOURISM CENTER FOR REHAB OF HISTORIC SHERIFF'S RESIDENCE**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into agreement by and between the State of Ohio, Department of Transportation, LPA Federal Local-Let Project Agreement, for the BEL Tourism Center, PID 78794, for the repair and rehabilitation of the historic Belmont County Sheriff's residence; Project estimate is \$827,625.00 and ODOT shall provide 80% of the eligible costs up to a maximum of \$660,500.00 in Federal funds.

CFDA 20.205

BEL TOURISM CENTER
COUNTY-ROUTE-SECTION
78794
PID NUMBER
20737
AGREEMENT NUMBER

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Board of Belmont County Commissioners, hereinafter referred to as the LPA, 101 West Main Street, St. Clairsville, Ohio 43950.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (C) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The repair and rehabilitation of the historic Belmont County Jail and Sheriff's Residence is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

- 2.1 This Agreement is authorized by the following statutes and/or policies, which are incorporated in their entirety:
 - a. Section 5501.03(C) of the Ohio Revised Code;
 - b. ODOT Policy No. 25-001(P), Development Process Policy for Locally-Administered Transportation Projects;
 - c. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - d. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105.
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be **\$827,625.00** as set forth in Attachment 1. ODOT shall provide to the LPA **80 percent** of the eligible costs, up to a maximum of **\$660,500.00** in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall (make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc.)
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to Ohio Revised Code sections 153.65 through 153.71. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/DIVISIONS/PRODMGT/CONSULTANT.
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at <http://www.dot.state.oh.us/CONTRACT>. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work can not also perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the Ohio Revised Code regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if any property acquired for this project is subsequently sold for less than fair market value that all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Advertisements shall be in accordance with local bidding requirements. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The PROJECT shall be advertised for three (3) consecutive weeks. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA shall incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts, as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and in good standing with, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP) or a similar program approved by the Bureau of Workers' Compensation, and require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bidding, at the time of award, and through the life of the construction contract**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII. and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30 percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with Section 153.54, et. seq. of the Ohio Revised Code, the LPA shall require that the selected contractor provide a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under R.C. 9.24, or that the contractor has taken the appropriate remedial steps required under R.C. 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <http://www.auditor.state.oh.us/WhatsNew/FFR/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to suspension or debarment under the Federal Excluded Parties System List (EPSL). Contractors on the EPSL are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and

benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and the FHWA codification of the Common Rule for Nonprocurement suspension and debarment. The EPSL can be viewed on the Federal EPSL website at <https://www.epls.gov/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.

- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.3 The Federal-aid Highway Program operates on a reimbursement basis. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.5 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the Ohio Revised Code may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.6 Payment or reimbursement to the LPA shall be submitted to:
Ginny Favede
Belmont County Commissioner
101 West Main Street
St. Clairsville, Ohio 43950
740-699-2155
- 8.7 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all federal funding commitments.
- 8.8 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and if necessary, unilaterally modify any other term of this Agreement in order to preserve its federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.9 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in and to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.10 After completion of the PROJECT and in accordance with Title 23 United States Code 116 and applicable provisions of the Ohio Revised Code, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years, unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
9. CERTIFICATION AND RECAPTURE OF FUNDS
- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it had received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

10.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

10.3 For any project in which the Engineer's Estimate exceeds \$500,000, the LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code.

WAIVER PROCESS FOR DBE GOALS

In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for waiver of all or part of the goal may be made to the Ohio Department of Transportation through the LPA. The Contractor must document the progress and efforts being made in securing the services of DBE subcontractors. In the event the Contractor is unable to meet the DBE Goal placed on this Local Let project, a request for a waiver of all or part of the goal may be made. The written request must indicate a good faith effort was made to meet the goal and be sent to the LPA contracting authority. The LPA forwards the request with recommended action to the ODOT District. The ODOT District then makes recommendation and forwards the request to Office of Contracts, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by LPA or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. The LPA must obtain written, signed documentation from the contractor that the DBE goal has been satisfied prior to executing the contract with the contractor. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the Federal/State funds.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration (hereinafter "FHWA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to

ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:	If to ODOT:
Ms. Ginny Favede	Mr. Gregory A. Gurney, PE, CPM
Belmont County Commissioner	Ohio Department of Transportation
101 West Main Street	2201 Reiser Avenue SE
St. Clairsville, Ohio 43950	New Philadelphia, Ohio 44663

15. GENERAL PROVISIONS

15.1 *Audit Requirements:* The LPA shall comply with the audit requirements of 49 CFR Part 18.26 (Federal Single Audit Act) for any and all projects with a total cost of \$500,000 or more.

15.2 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

15.3 *Ohio Ethics Laws:* LPA agrees that it they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

15.4 ~~[Conditional] State Property Drug-Free Workplace Compliance:~~ In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

- 15.5 **Governing Law:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.6 **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.7 **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.8 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.9 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: BELMONT COUNTY COMMISSIONERS

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: Matt Coffland /s/
Matt Coffland, President

By: _____
Jerry Wray
Director

Ginny Favede /s/
Ginny Favede

Date: _____

Charles R. Probst, Jr. /s/
Charles R. Probst, Jr.

Date: August 24, 2011
Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT
TO SIGN AS THE CERTIFYING OFFICER FOR HUD FORM/BELMONT
METROPOLITAN HOUSING AUTHORITY**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and authorize the Commission President to sign as the Certifying Officer for Form HUD 7015.15 Request for Release of Funds and Certification for the environmental review of work items as performed by the Belmont Metropolitan Housing Authority for Capital Fund Program 501-11.

Note: *Work Items scheduled for Capital Fund Program (CFP) 501-11 include:*

- 1) *Wayne L Hays Colonial-Replace roofs, gutters, downspouts, soffit and fascia*
- 2) *Hartman Manor, Laslo Building, Selby Building-upgrade elevators in three high-rise buildings*
- 3) *Rose Hill Tower-Exterior painting*
- 4) *Misc. concrete sidewalk replacements at multiple sites to be determined*

The Department of Housing and Urban Development requires an environmental review be completed on any work items included in their stimulus capital funds before work can be initiated. Belmont County contracts with Belmont Metropolitan Housing Authority to complete the required environmental reviews.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING THE
BOARD PRESIDENT TO EXECUTE DOCUMENTS FOR ODYS
SUBGRANT AWARD FOR SARGUS JUVENILE DETENTION CENTER**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and authorize the President of the Board to execute the necessary documents for the Ohio Department of Youth Services Subgrant Award for computer purchases, software upgrades and electronic filing equipment for Sargus Juvenile Detention Center as follows:

Subgrant No. 2008-JJ-DSO-0906

Federal Award Amount: \$15,000

Cash Match: \$-0-

Project Period: 8/1/2011 to 9/30/2011

Upon roll call the vote was as follows:

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

10:15 Dwayne Pielech, Director, BCDJFS

Announcement re: Disaster Grant for creek cleanup

Mr. Pielech provided a press release regarding the creek and stream cleaning grant that has been received. He stated they had applied for U.S. Department of Labor grant money after numerous Ohio counties declared flood disaster areas due to the April and May flooding. Belmont County's application was originally \$1.6 million to clean roughly 70 sites across Belmont County. We have been approved for 63% of the request or \$1,017,957.00. DJFS is in the process of taking applications for potential workers. Because the grant is for less than what was originally applied for, we will not be able to do the depth of the project as originally planned. The majority of the sites will still be able to be cleaned and DJFS will likely hire around 50 workers. The potential workers are required to meet certain criteria. Those standards are set by the U. S. Dept. of Labor. Six townships are included in the grant, namely: Colerain, Mead, Pease, Pultney, Richland and Smith. Mr. Pielech said we need to clean the mouths of the major creeks and streams that deposit into the Ohio River. Debris, tires, trees, etc., clog the creeks and streams leading to flooding.

Mrs. Favede stated a million dollars worth of stream cleaning is fantastic news and something Belmont County is in much need of. Mr. Coffland said this is a great program that worked well six years ago and thanked Mr. Pielech for getting the grant. Mr. Probst stated the last

flooding event in Neffs is a perfect example of how the creeks need cleaned out. He further stated this is a great program and saves property damage. Mr. Pielech advised they hope to start the program by the end of September and it will run for one year. Crews will be limited to working for six months, and then a new crew is required to start, per grant guidelines. This project does not include dredging.

10:30 Sue Douglass, Executive Director, Belmont County DOD/CIC

Re: Fox Commerce Park Property Purchase

Present: Sue Douglass, Executive Director, Belmont County CIC/DOD, Attorney Richard Miser of the CIC, and Bill Coulson and sons Chad and Ty of Bill's towing.

Sue reported that Belmont County's unemployment rate for July is 7.5% which is down from 8.5% last month.

Sue introduced Bill Coulson of Bill's Towing and reported that he has signed a purchase agreement for lots #26 and 27 in the Fox Commerce Park. She said he is expanding his business which includes repair of large vehicles and trucks. Mr. Coulson has a contract with FED EX who is also located in the park so they are a "perfect fit." Ms. Douglass said the purchase agreement allows Mr. Coulson to do his "due diligence for obtaining financing." Mr. Coffland thanked Mr. Coulson for growing his business in Belmont County and said he knows they do a great job. Mr. Probst thanked them and Mrs. Favade remarked that this is one of the things she loves most--"the ability to have your kids come back and work here."

10:45 Dave Ivan, Director and Becky Horne-Belmont County EMA

Re:-Flood cleanup update

Mr. Ivan reported that the Ohio EMA had done a reassessment of the June 19, 2011 flood event and determined that Belmont County is not eligible for a federal disaster declaration and therefore, no federal funding will be available to assist the county or its residents who were affected by the flooding. He said the criteria states there must be over \$14 million in damages within the state in order to be considered for a disaster declaration and Belmont County had about \$1.3 million in public damage. He noted that Belmont County was the only county in the state to sustain significant damage during the June 19 event.

He said on the private side, you have to have 25 structures damaged or destroyed and Belmont County had 12. He said the Belmont County EMA is currently assisting residents with cleanup. Volunteers have cleaned 15 properties to date-cleaned mud and sanitizing. Mr. Ivan said another issue is residents that lost their furnaces and water heaters. The EMA is working with the Christian Community Outreach organization (CCO) to reach out and see what people need. They are in the process of inspecting furnaces to see if they can be repaired or need replaced. EMA will also work with Dwayne Pielech and Belmont County Department of Job & Family Services on the creek issues as a result of the creek cleaning grant that his agency has just received.

Commissioner Coffland said the county has applied to Ohio EMA for a mitigation program for the area from West Echo to the Y bridge. He said Greg Keller from Ohio EMA agreed that mitigation is the only route. Mr. Coffland said this is a long process taking at least 18 months and Belmont County will have to have 25% of the total project cost. He said we probably won't know until next July if we are eligible for the mitigation program. Mr. Ivan said the April-May Presidential Disaster Declaration allowed the possibility of the mitigation grant. Commissioner Coffland said this would be similar to the Quincy area buyout as a result of the 2004 flood event. Mr. Ivan said that the fact that Belmont County has a track record of mitigation will put us higher on the list for consideration this time.

Mrs. Favade said she appreciated Mr. Ivan's assistance in obtaining and response from ODNR on flooding causes. Cheryl Zeno, a Neffs resident whose home was destroyed in the flood, presented maps showing possible runoff locations that may have been a possible cause of flooding. Ms. Zeno said she has heard she will not be eligible for mitigation since her home was not in a flood zone. Mr. Ivan questioned where she had gotten that information and said there are a lot of false rumors. He said she would not necessarily be left out and that the "maps will be rewritten and you will eventually be in a flood zone." He said, "FEMA redid maps in 2005 and there were a lot of discrepancies. They didn't take elevation into consideration. They are constantly revising maps-we will look at them."

Commissioner Probst said even if mitigation is approved, we are still 18 months out at least. He questioned the letter received from the Ohio EMA that said there was not enough damage to forward Belmont County's request for assistance to the Governor's office. "Was it sent?" Mr. Ivan said he could not answer that. He said Ohio EMA will not forward it if they don't have the numbers.

Commissioner Probst asked, "What did the state EMA offer to help? They have a responsibility to submit to the Governor." Mr. Ivan responded, "not a lot on this. The National Guard is an expensive resource. They look at local resources besides state assistance like VOAD." Commissioner Probst said we need to put state and federal officials "feet to the fire" to get help. They blatantly turned their backs on our residents-lives and businesses were lost. He asked if the Ohio Department of Job & Family Services had been contacted for furnaces, etc. Mr. Ivan said unless the governor declares, there is no TANF funding. Commissioner Probst replied that maybe if OEMA would send our request to the Governor the "ball would get rolling."

Mr. Coffland said Greg Keller of OEMA told him that FEMA feels the state should meet a \$1million loss themselves. Mr. Ivan said concerning dredging, that issue was address with FEAM in 2004 but in their eyes it is not a long term solution. Mr. Ivan also said we did not have a state liaison for this event. He said someone left that position and a new person is coming in-the state restructured and he is not sure it is for the better.

OPEN PUBLIC FORUM – Jerry Campbell of the Belmont County Fairboard advised another new building is going up this year at the fairgrounds. It should be done by the end of this week. This was made possible by the gracious donations of the people of Belmont County. An extension has been added to a building allowing for more seating. Several thousand feet of pipe has been laid this year for more drains and waterlines. The motocross track has a new irrigation system. A donation of \$25,000 has been received to start a Lamb & Goat Barn for next year. That will bring the total of eight (8) buildings in two (2) years. Mr. Campbell expressed his appreciation to the board for all their help. The Master Gardeners have planted flowers and grass has been planted. Motocross did run all summer. A Scare at the Fair/Haunted House will be held after the fair running during the month of October.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:35 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn the meeting at 11:35 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 31 day of August, 2011.

COUNTY COMMISSIONERS

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

PRESIDENT

CLERK