

St. Clairsville, Ohio

December 2, 2009

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst, Jr., Matt Coffland and Ginny Favede, 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 Mrs. Favede, 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-BP	Gasoline-Coroner's Office/General Fund	166.69
A-Centennial Products, Inc.	Supplies-Coroner's Office/General Fund	975.57
A-Jerry Olack	Back-up-Coroner's Office/General Fund	600.00
A-Licking County Coroner	Autopsies-Coroner's Office/General Fund	10,945.00
A-Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	736.00
A-OVMC/EORH	Morgue Charges-Tests-Coroner's Office/General Fund	921.96
A-OVMC/EORH	Morgue Charges-Tests-Coroner's Office/General Fund	2,579.55
D & K-Mar-Zane, Inc.	Asphalt/Road and Bridges Fund & Engineer MVGT Fund	2,952.96
D-Street Engineering	Professional Services/Road and Bridges Fund	6,200.00
H-Ohio Dept. of Taxation	Sales Tax/County Home	53.22
K-Chevron Texaco, Inc.	Gas/Engineer MVGT	41.00
M-Mary Lyle	Mileage/Intake Coordinator-Juvenile Ct.	154.80
M-Verizon	Utilities/Juvenile Ct. - Title IV-E Reimb.	1,791.57
N-ECO Environmental, LLC	Contract Project/SSD#1 Capital Improvements Fund	1,120.00
N-Suburban Maint Construction	Bridge Replacement-Maynard/Bridge & Retain Wall Constr. Fund	97,120.00
P-Renee' Wilson	Travel & Expenses/BCSSD Funds	128.25
S-Comcast	Internet/Northern Div. Ct. Computer Fund	86.61
S-CourtView Justice Solutions	2010 Maintenance Software/Northern Div. Ct. Computer Fund	1,675.00
S-Results Engineering	Support/Probate Court Computer Fund	2,222.34
S-Wesbanco Arena	Activity Expenses/Oakview Juvenile Residential Center Fund	80.00
W-Crystal Springs Water Co.	Water/DRETAC Treasurer's Office	94.21

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for December 2, 2009 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$2,430.89; \$240.99; \$320.49
A-GENERAL/COMMON PLEAS	\$981.04
A-GENERAL/EMA	\$1,677.67
A-GENERAL/RECORDER	\$559.89
A-GENERAL/SHERIFF	\$9,840.80; \$5,371.86
A-GENERAL/911	\$2,066.44
H-Job & Family, CSEA	\$2,161.50; \$1,340.18
H-Job & Family, Public Assistance	\$22,467.25; \$37,465.24; \$6,689.85; \$393.11
H-Job & Family, WIA	\$66,672.85
K-Engineer MVGT	\$6,195.41; \$475.51
M-Juvenile Ct. – Title IV-Reimb	\$319.36
N-Permanent Improvement Capital Projects	\$1,928.84
P-Sanitary Sewer District	\$32,982.27; \$3,143.83; \$18.52; \$308.78
S-District Detention Home	\$4,969.72
S-Juvenile Ct. – Gen. Special Projects	\$810.00
S-Oakview Juvenile Residential Center	\$4,869.89
S-Sheriff CCW	\$2,580.00
S-Sheriff Commissary	\$4,054.89
W-Treasurer-D.R.E.T.A.C.	\$871.22

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER**  
**WITHIN GENERAL FUND**

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

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0051-A001-A50.000 Budget Stab (Sheriff's unemployment costs)	E-0131-A006-A15.007 Sheriff Unemploy	\$ 1,080.00
E-0051-A001-A50.000 Budget Stab (Sheriff's OPERS/SPRS)	E-0131-A006-A13.003 PERS/SPRS	\$ 724.88

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE BELMONT COUNTY DOG KENNEL FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the Dog Kennel Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1600-B000-B02.002 Salaries	E-1600-B000-B08.003 P.E.R.S.	\$ 170.06
E-1600-B000-B02.002 Salaries	E-1600-B000-B13.006 Hospitalization Expenses	\$ 168.16

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers within fund for the Belmont County Sanitary Sewer District.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>WWS#3</b>	<b>WWS#3</b>	
E-3702-P005-P34.074 OE Trans Out	E-3702-P005-P21.000 Materials	4,000.00
E-3702-P005-P34.074 OE Trans Out	E-3702-P005-P21.000 Materials	20,000.00
<b>SSD#1</b>	<b>SSD#1</b>	
E-3704-P051-P15.000 OE Oper	E-3704-P051-P11.000 Adv & Print	80.00
<b>SSD#2</b>	<b>SSD#2</b>	
E-3705-P053-P16.074 OE Trans Out	E-3705-P053-P05.000 Materials	700.00
E-3705-P053-P15.000 OE Oper	E-3705-P053-P05.000 Materials	600.00
E-3705-P053-P03.012 Equipment	E-3705-P053-P05.000 Materials	2,000.00
E-3705-P053-P02.010 Supplies	E-3705-P053-P05.000 Materials	1,300.00
E-3705-P053-P14.000 OE Employee	E-3705-P053-P01.002 Salaries	5,500.00
E-3705-P053-P14.004 Work Comp	E-3705-P053-P11.000 Adv & Print	50.00
<b>SSD#3B</b>	<b>SSD#3B</b>	
E-3707-P056-P15.000 OE Oper	E-3707-P056-P11.000 Adv & Print	5.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE CERTIFICATE OF TITLE ADM. FUND S79**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Certificate of Title Adm. Fund S79.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-6010-S079-S06.000 PERS	E-6010-S079-S07.006 Hospitalization	\$ 700.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/ GENERAL FUND-MAGISTRATE TO COMMON PLEAS COURT-GENERAL SPECIAL PROJECTS**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfer between funds from the General Fund-Magistrate to Common Pleas Court-General Special Projects.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0063-A002-B30.000 Other Expenses	R-1572-S089-S06.574 Transfers In	\$ 1,500.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN THE 911 WIRELESS FUND AND THE GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between the 911 Wireless Fund and the General Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2301-E011-E03.000 Training	R-0040-A000-A47.574 Transfer In	\$ 5,000.00

*Note: To make 2009 Salaries.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/ WWS#3 REVENUE FUND TO WWS#3 -BOND ACCOUNT**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers between WWS#3 Revenue Fund to WWS#3 -Bond Account.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P34.074 Transfer Out	R-9200-O003-O03.051 Interest Payment	798.01
E-3702-P005-P34.074 Transfer Out	R-9200-O003-O03.050 Principal Payment	2,135.72

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION  
CHARGEBACKS-NOVEMBER AND DECEMBER, 2009**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for November and December, 2009.

<b>FROM</b>		<b>TO</b>	<b>AMOUNT</b>
E-0041-A002-H05.006	PROBATION OFFICER	R-9891-Y091-Y01.500	0.00
E-0054-A006-F08.006	DISASTER SERVICES	R-9891-Y091-Y01.500	0.00
E-0056-A006-E11.006	911 FUND	R-9891-Y091-Y01.500	14,551.74
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	6,804.44
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	12,952.10
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	950.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	24,851.48
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	5,666.82
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	1,399.95
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,182.18
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	1,855.54
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	3,178.16
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	6,889.24
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	617.72
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	617.72
E-2410-S066-S80.000	BOARD OF DD	R-9891-Y091-Y01.500	76,420.78
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	136,755.69
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	11,945.66
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,589.08
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	3,639.56
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	35,955.84
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	14,172.16
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	6,271.52
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	5,875.48
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	0.00
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	0.00
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	1,546.68
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	18,657.98
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
<b>WATER DEPARTMENT</b>			
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	5,764.68
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	16,110.06
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	3,468.30
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	3,363.16
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	587.90
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	203.66
<b>COUNTY HEALTH</b>			
E-2210-E001-E15.006		R-9891-Y091-Y01.500	10,498.36
E-2213-F075-F01.002	Vital Stats	R-9891-Y091-Y01.500	241.00
E-2214-F076-F01.002	PH infrastructure	R-9891-Y091-Y01.500	980.00
E-2215-F077-F01.002	Family Planning	R-9891-Y091-Y01.500	220.00
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	400.00
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	200.00
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	500.00
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	0.00
E-2228-F080-F01.002	CDC Lead	R-9891-Y091-Y01.500	400.00
E-2229-F081-F01.001	Public Health Readiness	R-9891-Y091-Y01.500	0.00
<b>Juv Court/Grants</b>			
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	0.00
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	635.50
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	3,178.16
E-0400-M077-M02.008	Supreme Court	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	3,135.76
<b>TOTALS</b>			<b>445,234.06</b>

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 NOVEMBER 2009**

Motion made by Mrs. Favede seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of November 2009.

**Gross Wages P/E 11/07/09 to 11/21/09**

**GENERAL FUND**

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	4,505.02
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	377.10
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	683.86
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,570.18
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,413.34
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,428.49
COMM-LAW LIBRARY	E-0053-A013-A02.003	R-9895-Y095-Y01.500	347.12
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	606.58
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	4,458.90
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	5,464.60
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,279.98
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,151.32
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,433.48
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,607.42
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,437.26
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	5,386.52
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,123.64
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	3,936.53
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	1,633.44
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	1,656.73
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,574.70
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,732.92
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	<u>475.37</u>
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	
			<b>66,089.44</b>
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	746.77
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,139.24
Trailer Parks	E-2211-F069-F02.002	R-9895-Y095-Y01.500	
Sewage Program	E-2227-F074-F03.002	R-9895-Y095-Y01.500	163.21
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	854.00
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	2,621.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	600.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	300.00
Women's Health	E-2217-F079-F01.002	R-9895-Y095-Y01.500	340.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	250.00
PH Emer Readiness	E-2229-F081-F01.001	R-9895-Y095-Y01.500	70.86
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	276.99
PARK HEALTH CENTER	E-2150-H030-H08.003	R-9895-Y095-Y01.500	
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,730.16
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,268.96
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	11,141.88
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,470.86
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,418.64
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	292.60
Care and Custody-Restitution	E-0400-M060-M61.003	R-9895-Y095-Y01.500	308.65
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	447.50
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	751.54
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	708.46
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	493.63
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	313.60
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	780.76
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	5,967.94
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	7,074.35
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,919.59
BD. OF DEVELOP. DISAB.	E-2410-S066-S76.003	R-9895-Y095-Y01.500	22,103.88
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.96
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,031.10

NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	<b>122.40</b>
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	<b>91.80</b>
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	<b>465.57</b>
COMMON PLEAS CT SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUVENILE CRT-GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	<b>32.34</b>
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	<b>2,490.94</b>
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	<b>40.00</b>
Welcome Home	E-2226-T079-T01.002	R-9895-Y095-Y01.500	
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	<b>499.18</b>
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	<b>755.34</b>
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	<b>1,262.24</b>
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	<b>1,614.48</b>
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	<b>6,175.71</b>
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	<b>543.21</b>
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	<b>2,480.68</b>
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	<b>189.60</b>
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	<b>25.80</b>
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	<b>50,628.32</b>
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	<b>4,726.88</b>
		<b>TOTAL</b>	<b>214,685.52</b>

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	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 October 14, 2009.

E-0151-A002-F09.000 Coroner Other Expenses \$9,426.91

(Safety Council BWC Refund monies)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE B000 BELMONT COUNTY DOG AND KENNEL FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date January 2, 2009.

**E-1600-B000-B13.006 Hospitalization \$ 569.05**

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	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 December 2, 2009, 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 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:

**ENGINEER** – John Parkinson, Computer Specialist, to travel to Columbus, OH, on December 11, 2009, to attend Technology Association Meeting by Connect Ohio. Estimated expenses: \$40.00

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

**GENERAL FUND - \$13,768.90** received from the repayment of benefits charged from the General Fund.

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 FUNDS FOR SHERIFF'S DEPARTMENT**

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

- COPS – Technology Project
- Training/E-Sorn Officer - Federal Funding
- VAWA – Federal Funding

Upon roll call the vote was as follows:

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

**IN THE MATTER OF BID OPENING FOR  
TWO (2) NEW HOTSHOT VEHICLES WITH  
MEAL DELIVERY PACKAGE/BELMONT SENIOR SERVICES**

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for two (2) new Hotshot Vehicles with Meal Delivery Package for Belmont Senior Services they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
<b>Doan Ford</b> Belmont, OH 43718	X	\$ 88,031.00
<b>Whiteside Chevrolet, Inc.</b> 50714 National Road St. Clairsville, OH 43950	X	\$ 96,808.32
<b>Thomas Garage, Inc.</b> 252 E. Main Street St. Clairsville, OH 43950	X	\$ 73,718.00

Present for the bid opening were Eric Ayres of The Times-Leader and Tim Johnson of Belmont Senior Services.

Motion made by Mrs. Favede, seconded by Mr. Coffland to turn all bids received for two (2) new Hotshot Vehicles with Meal Delivery Package for Belmont Senior Services over to the BSS Board of Trustees for review and recommendation.

*Note: These are replacement vehicles to be purchased with levy funds.*

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Auditor Andy Sutak reported the September sales tax figures show the county is down around \$75,000.00. The trend continues to show a decrease. He thought we were possibly bottoming out the last couple of months, but with the unsurety of the economy and jobs in the county, he thinks people are just purchasing necessary items. Mr. Sutak was hoping the “Clunkers” deal offered by the federal government would help, but it hasn't.

Mr. Sutak advised a new program is in place wherein residents can now purchase their dog licenses online. This will make it easier to pay. You can use debit or credit cards, the site is safe and more economical.

Mr. Sutak noted all departments are cutting their budgets. In his office, he will not be replacing his previous position. He will continue to be available to work with the Board of Commissioners regarding the budget. After the next sales tax allotment figures are in, he would like to sit down with the board, look over the numbers and see where we are and get ready for next year. He clarified the decrease of \$75,000.00 represents one month (September) compared to last year at the same time. His next statement from the Department of Taxation will be three tiered and show breakdowns for 2007, 2008 and 2009. The approximate total amount down in 2008 compared to 2007 was \$800,000.00.

Mrs. Favede stated that in August the board was given a certification figure of \$16.4 million for next year. She asked Mr. Sutak if he still feels, knowing that we continue to decline, that is still a good number for us to go into next year? Mr. Sutak replied that what he would like to do before commenting on that, is see what the sales tax figures come in at for December, which will represent October, and that will give him some time to take a look at all the revenue sources to see if the \$16.4 million figure of August will change any. He also said he still feels pretty comfortable with the \$16.4, but he wants to see if it adjusts up a little more or stays the same.

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: November 4, 2009.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT FOR  
ZUNN ONE CORP., DBA MOUSETRAP, COLERAIN TOWNSHIP**

Motion made by Mrs. Favede, seconded by Mr. Probst to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a liquor permit, Permit Number B TRFO 9957014, for Zunn One Corp., DBA Mousetrap, 70736 Main St., Colerain Township, Barton, Ohio 43905. There have been no objections received and the Board of County Commissioners has no objections to the permit.

*Note: D1 Beer only for on premises consumption or in sealed containers for carry out.*

*D2 Wine and certain prepackaged drinks for on premises consumption or in sealed containers for carry out.*

*D3 Spirituous liquor for on premises consumption only until 1:00am.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING AGREEMENT WITH  
WELLS TOWNSHIP TRUSTEES/BELMONT CO. SHERIFF**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into an agreement with the Wells Township Trustees, on behalf of the Belmont County Sheriff's Department, for housing of prisoners in the Belmont County Justice Center, effective November 12, 2009 through April 30, 2010; Wells Township will pay Belmont County \$65 per day for each prisoner incarcerated.

**BELMONT COUNTY JUSTICE CENTER  
HOUSING OF PRISONERS CONTRACT**

THIS AGREEMENT entered into this November 12, 2009, by and between the Belmont County Board of Commissioners, hereinafter referred to as COUNTY, and the Wells Township Trustees, hereinafter referred to as Wells Township.

**WITNESSETH:** County covenants and agrees to receive, incarcerate and board prisoners presented to the Belmont County Justice Center by authorized agents of Wells Township, who are arrested under, pending trial for, sentenced under, or are otherwise in custody pursuant to the ordinances of legal process of municipality, under the following terms and conditions:

1. **ACCEPTANCE OF PRISONERS:** County will only accept a prisoner when room is available. County shall not be required to accept any prisoner who is obviously ill or injured, either physically or mentally. When it is not feasible for a physician to make this determination, then the decision of the County's Jail Administrator shall be final. Wells Township shall immediately remove their inmate(s) from County upon request.

2. **DUTIES OF COUNTY:** County shall provide supervision and wholesome meals.

3. **MEDICAL TREATMENT:** In addition to any other financial obligation of Wells Township herein, Wells Township shall be solely and exclusively responsible to pay any and all expenses incurred for medical treatment for its prisoners, including but not limited to: Hospital, doctor, dentist, psychiatrist and prescription medication bills, and transportation costs. In the event that a Wells Township prisoner should require hospitalization, the following additional conditions shall apply:

Wells Township will be solely responsible for:

A. Guarding the hospitalized prisoner with its own personnel;

B. Waive the guarding of said prisoner by arranging for his release by the Wells Township authority, which originally incarcerated the prisoner.

4. **TRANSPORT OF PRISONER:** Wells Township will be solely responsible for the transport of all Wells Township prisoners housed by the county to court, other jail facilities and any appointments Wells Township makes on the inmate's behalf.

5. **DEATH OF A PRISONER:** Wells Township agrees to assume liability for disposing of the body of any Wells Township prisoner who dies while in custody, if this liability is not accepted by relatives or third party.

6. **PAYMENT AND BILLING:** In addition to medical or other expenses as referred to herein, Wells Township shall pay to the County the sum of Sixty-Five Dollars (\$65.00) per day for each prisoner incarcerated by County pursuant to this agreement. "DAY" shall mean a calendar day or any part or fraction of a calendar day.

County shall provide Wells Township with an itemized statement of all charges under this Agreement on the first day of each month.

Wells Township shall pay and remit said charges as soon as it is legally permitted to do so; however, if a bill remains due and unpaid on the sixtieth day after date thereof, County may, at its option, elect to terminate this agreement, and after written notice thereof, shall refuse to accept any additional Wells Township prisoners.

Make all checks payable to: Belmont County Sheriff's Office  
68137 Hammond Road  
St. Clairsville, OH 43950

6. **TERM:** The initial term of this Agreement shall be for six (6) months, commencing on November 12, 2009 and terminating on April 30, 2010. This contract is to provide assistance to Wells Township on a temporary basis. Either party may terminate this Agreement by thirty (30) days written notice to the other.

Jayne Long /s/  
Witness  
Roberta Jenkins /s/  
Witness

**BELMONT COUNTY COMMISSIONERS**  
Charles R. Probst, Jr. /s/  
Charles R. Probst, Jr., President  
Ginny Favede /s/  
Ginny Favede  
Matt Coffland /s/  
Matt Coffland

Approved as to form:  
David K. Liberati /s  
Belmont County Prosecuting Attorney

**WELLS TOWNSHIP**  
John Goosman /s/  
John Goosman

/s/ ?  
Witness

/s/ ?  
Witness

\_\_\_\_\_  
Joe Ellis

Approved as to form: John E. Cook /s/  
John E. Cook

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF  
INVOICE FROM EASTERN OHIO REGIONAL WASTEWATER  
AUTHORITY/NEW EASTERN DIVISION COURT BUILDING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the payment of the invoice from Eastern Ohio Regional Wastewater Authority, PO Box 508, Bridgeport, Ohio, in the amount of \$750.00 for the Tap-in Fee for West 26<sup>th</sup> Street gravity line, Bellaire Ohio, for the new Eastern Division Court Building project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS WITH WESBANCO BANK, INC.**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into Memorandum of Agreement for Deposit of Public Funds for the period beginning July 1, 2009 through June 30, 2013 with WesBanco Bank, Inc., pursuant to Ohio Revised Code 135.18.

**MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS**

WHEREAS, **WesBanco Bank, Inc.**, a financial institution corporation under the laws of the State of Ohio located and doing business within the state of Ohio, is hereinafter referred to as the "Financial Institution", having capital funds as defined by Section 135.01 (C) of the Revised Code of **Five Billion Six Hundred Eighty Five Million Dollars (\$5,685,000.00)** as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the **Belmont County Commission** that for the full term beginning **July 1, 2009** and ending **June 30, 2013**, both inclusive, it will accept for deposit and safekeeping the maximum sum of **FIFTY MILLION DOLLARS (\$50,000,000)** or any part thereof of the active deposits of the **Belmont County Commission**, and it will accept for deposit and safekeeping the maximum sum of **TWENTY FIVE MILLION DOLLARS (\$25,000,000)** or any part thereof of the interim and inactive deposits of said subdivision as active, interim, and inactive deposits as defined in Section 135.01 of the Revised Code;

WHEREAS said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institutions by said **Belmont County Commission** security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said **Belmont County Commission** has accepted the proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period or periods of time as follows for the sum herein set forth

**FIFTY MILLION DOLLARS (\$50,000,000)** for the period beginning **July 1, 2009** and ending **June 30, 2013** as active deposits; and **TWENTY FIVE MILLION DOLLARS (\$25,000,000)** for the period beginning **July 1, 2009** and ending **June 30, 2013** as interim and inactive deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, inactive, and interim deposits awarded totals **SEVENTY FIVE MILLION DOLLARS (\$75,000,000)**, a total which does not exceed the limit set by Section 135.03, of the Revised Code, thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of **Belmont County Commission** and in consideration of the deposit and use, as aforesaid, of said moneys of said **Belmont County Commission**, said Financial Institution now hereby agrees to receive from said **Belmont County Commission** the sum of **TWENTY FIVE MILLION DOLLARS (\$25,000,000)** of the moneys of said **Belmont County Commission** coming into the hands of the Treasurer of said **Belmont County Commission** as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said **Belmont County Commission** for the benefit of said **Belmont County Commission** and to its satisfaction, and to the satisfaction of the legal adviser of said **Belmont County Commission** as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or an surety company bond or bonds or the sum required by Section 135.18, Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered:

**Qualifying collateral pursuant to O.R.C. 135.18 or 135.181** Amount: **Up to \$75,000,000**

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

Itemize	Market Value
<b><u>U.S. Treasuries and other eligible securities</u></b>	<b><u>\$ (as needed)</u></b>

b. Surety company bond or bonds in the sum required by Section 135.18; Revised Code:

Itemize	Market Value
<b><u>Eligible Federal Home Loan Bank letters of credit</u></b>	<b><u>\$ (as needed)</u></b>

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of **Belmont County Commission** executed by such authorized person (s) and according to such procedure as said **Belmont County Commission** may designate and prescribe; such interim deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of **Belmont County Commission** on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, interim, and inactive moneys in its possession, and **Belmont County Commission** in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning **July 1, 2009** and ending **June 30, 2013**, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it I the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of **Belmont County Commission** as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of the Financial Institution's proposal, and all within the limits and under and subject to the terms conditions and stipulations in this agreement set forth. The securities deposited, and the surety bonds, or both, shall be and are surety and bond for the compliance by the Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by the Financial Institution. It is further agreed that this contract shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_,

**WESBANCO BANK, INC.**  
 By \_\_\_\_\_  
                     Paul Limbert, President & CEO  
**Belmont County Commission**  
 By Matt Coffland /s/  
 By Charles R. Probst, Jr. /s/ President  
 By Ginny Favede /s/ Vice President

Upon roll call the vote was as follows:

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



**IN THE MATTER OF ENTERING INTO COUNTY COMMISSIONERS WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING PLAN AGREEMENT**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into the County Commissioners Workers' Compensation Group Retrospective Rating Plan Agreement effective immediately; this agreement shall be applicable to all rating periods beginning January 1, 2010 and thereafter.

*Note: The purpose of the Group Plan is (1) achieve lower workers' compensation costs for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.*

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO  
WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING  
PLAN AGREEMENT**

THIS AGREEMENT, dated as of December 2, 2009, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and **Belmont County** ("Participant"), a political subdivision of the State of Ohio.

**Section I: INTRODUCTION**

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group retrospective rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO"), acting through CCAOSC its Service Corporation, as a sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group Retrospective Rating Plan for the benefit of its membership. The terms and conditions for participation in the CCAO Group Retrospective Rating Plan are herein established.

A participating county is hereafter referred to individually as a "Participant". Participating counties are collectively referred to as the "Group".

**Section II: NAME**

The name of the plan shall be the CCAO Workers' Compensation Group Retrospective Rating Plan, hereafter referred to as the "CCAOC Group Retrospective Rating Plan" or the "Plan". The principal office of the CCAO Group Rating Plan shall be located at 209 East State Street, Columbus, Ohio 43215.

**Section III: PURPOSE OF GROUP PLAN**

The CCAO Group Retrospective Rating Plan is intended to: (1) achieve lower workers' compensation costs for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

**Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY**

1. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:
  - (1) CCAO was created more than two years prior to the date of application for Group coverage.
  - (2) CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
  - (3) The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.
2. The Participant represents and warrants as follows:
  - (1) It is a member in good standing of the County Commissioners' Association of Ohio.
  - (2) It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC is in good standing such that no outstanding premiums, penalties or assessments are due from it.
  - (3) It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
  - (4) It is current in all financial obligations to the Group.

**Section V: BASIC OBLIGATIONS OF PARTIES**

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Retrospective Rating Plan.

1. CCAOSC shall:
  - (1) coordinate and administer the CCAO Group Retrospective Rating Plan in accordance with this agreement.
  - (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Retrospective Rating Plan; and
  - (3) perform such additional duties as are required of it by this Agreement.
2. The Participant shall:
  - (1) join and participate in the CCAO Group Retrospective Rating Plan; and
  - (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

**Section VI: RATE CONTRIBUTION AND REBATES**

The Participant understands that the Group performance must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group performance will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the Group performance is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions. It is understood that the OBWC will evaluate the performance of the CCAO Group Retrospective Rating Plan by comparing the aggregate individual participants' premiums paid to OBWC to the developed losses incurred by the participants during the policy year. It is also understood that the OBWC will perform this comparison in three periods in the following number of months after the inception of the program year: 24 months, 36 months, and 48 months.

In the course of the OBWC's evaluation of the program, should premiums paid by the Group exceed the total developed losses, the Group will be entitled to a refund, for the difference. However, if the total developed losses exceed the total premiums paid to OBWC for the policy year the Group would then be subject to an assessment. The total assessment in this case, could not exceed the predetermined amount ("Maximum Premium Percent") selected by CCAOSC.

For each evaluation period, CCAOSC shall send rebate checks to those Participants due rebates no later than thirty (30) days from the date of receipt by CCAOSC of the Group rebate from the OBWC, or the date of receipt by CCAOSC of all member payroll reports, whichever is later.

Upon notification by the OBWC of a Group assessment, CCAO shall invoice all Participants for their appropriate share. Each Participant shall pay their invoiced amount within the timeframe set by the OBWC in order to prevent any penalties accruing to the Group or to CCAOSC.

**Section VIII: ADMINISTRATIVE SERVICES**

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (*excluding* claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section VIII) relating to the Plan's activities. The cost of these TPA services shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Participant agrees to select as their TPA for claims-related matters the same TPA as CCAOSC has retained as TPA for the Group, and further agrees to remain with said TPA for as long as Participant remains a member of the CCAO Group Retrospective Rating Plan.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

**Section IX: RISK MANAGEMENT SERVICES**

The Participant acknowledges that one of the goals of a group retrospective rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, "*The CCAO 10 Step Safety Plan for County Government*". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee. The costs for these risk management services shall be allocated, billed and paid in the same manner as described in Section VIII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. A copy of the audit results and safety recommendations shall be provided to the Participant and to CCAOSC. Participant agrees to make a good faith effort to comply with any safety recommendations.

**Section X: GENERAL MANAGEMENT FEES**

The Participant agrees to pay anticipated general management fees during the term of the Agreement, if any, as described and in the manner specified in Section VIII, above.

**Section XI: GROUP EXECUTIVE COMMITTEE**

The CCAO Group Retrospective Rating Plan shall be governed by the CCAO Group Executive Committee, or its successor. The Group Executive Committee shall consist of nine members. Two of said members shall be the President and the Treasurer of CCAOSC; the remaining seven members shall be representatives of the Participants in any of CCAO's workers' compensation group programs, elected by the Participants. No Participant shall have more than one member on the Group Executive Committee, and each Executive Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county. A designee shall have the same powers as the appointing member.

The duties of the Group Executive Committee shall be:

- (1) to approve the selection of a TPA, as provided in Section VIII hereof;
- (2) to review and approve proposed TPA fees, fees for risk management services, and general management fees, and to provide for the billing and collection thereof;
- (3) to determine ongoing eligibility of each Participant for continued participation in the Group; and
- (4) to perform such other acts and functions as may be necessary to the administration of the Group.

**Section XII: TERM OF AGREEMENT**

Subject to the approval of the CCAO Group Retrospective Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2010 and thereafter. CCAOSC may terminate this Agreement upon sixty (60) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Retrospective Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Retrospective Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently December 31, 2009. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Retrospective Rating Plan prior to withdrawal therefrom.

**Section XIII: APPLICATIONS BY PARTICIPANT**

Initial application of a Participant shall include: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC. In order to remain in good standing and to remain eligible for Group membership, a Participant must be current in all financial obligations to CCAO and to the Group, and shall provide to CCAOSC annually, prior to the OBWC group retrospective rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC.

**Section XIV: GENERAL PROVISIONS**

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Retrospective Rating Plan. All Group Retrospective Rating Plan funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO's other programs. The Participant is solely responsible for any assessments or premiums levied by OBWC against it. Neither the CCAO Group Rating Plan nor its TPA shall be liable for any such charges. If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

**CCAOS SERVICE CORPORATION**

Date: 11/12/09 By: David W. Brooks /s/  
David W. Brooks

**Belmont County**

Date: 12/2/09 By: Charles R. Probst, Jr. /s/  
Signature of Authorized Official

County Name: Belmont County  
Address: 101 West Main St  
City, State, Zip: St. Clairsville, OH 43950  
OBWC Number: 30700001

APPROVED AS TO FORM

David K. Liberati /s/ (Assistant)  
Prosecuting Attorney

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO REAL ESTATE AUCTION SALE AGREEMENT WITH HOMELAND REALTY, INC. AND AUCTION/MEDITERRANEAN BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into a Real Estate Auction Sale Agreement with Homeland Realty, Inc. and Auction, 111 East Market Street, Cadiz, Ohio, Dave Jones, Auctioneer, to hold a public auction of the property located at Township Road 1570 Mediterranean Drive, Bethesda, on Wednesday, January 13, 2010; Homeland Realty and Auction Company will be paid a commission of zero percent (0%) of the gross proceeds of the sale.

**Homeland Realty, Inc. and Auction**

111 East Market Street, Cadiz, Oh. 740-942-3300  
David Jones CAI Auctioneer Box 467, Flushing, Oh. 43977  
740-968-3710 Fax: 740-968-3690

Real Estate Auction Sale Agreement Date: 11-23-09 Expiration Date 3-23-10

I hereby grant unto Homeland Realty and Auction the exclusive right and authority to sell the Real property of Belmont County Commissioners At public auction. Located at Twp. Rd. 1570 Mediterranean Dr., Bethesda County Belmont State OH on Date Wed. Jan. 13, 2010. I have the full power and authority to sell the Real property and the said property is free and clear of all liens and encumbrances except as follow: \_\_\_\_\_

I agree to pay Homeland Realty and Auction Co. a commission of 0 percent of the gross proceeds the real property. A minimum fee of \$ 0 is to be paid up front prior to any advertising of said property.

The seller agrees to pay for ALL paper ads and the following other expenses.

10% Buyers Fees, will be added to the selling price.

All proceeds will be deposited in county's account.

The auctioneer's policy will not accept absentees bids.

Auction shall be a reserve auction as defined in ORC 4707.01

Real Estate broker/auctioneer is authorized to place sign on property and have access to said property.

The seller agrees to indemnify and save harmless Homeland Realty/David Jones and his employees, against any and all claims, demands, action or causes of action whatsoever in any manner arising by the execution of this contract.

The auctioneer may hire other auctioneer to assist him in any auctions he may conduct.

The undersigned auctioneer is licensed by the Ohio Department of Agriculture and bonded by the state of Ohio under the auction recovery fund.

I have read the above contract and agree to the conditions thereof. I hereby acknowledge receipt of a copy of this agreement.

It is illegal, pursuant to the Ohio Fair Housing Law, Division [H] of Section 4112.02 of the revised code and the federal fair housing law, 42 U.S.C.A. 3601 to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, handicap, or national origin; or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services: It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.”

In witness whereof the parties have hereunto executed this contract in duplicate on the date set forth above.

By: Charles R. Probst, Jr. /s/ Address 101 W. Main St. Phone (740) 699-2155  
Ginny Favede /s/ St. Clairsville, OH 43950  
Matt Coffland /s/

Auctioneer: David Jones /s/

APPROVED AS TO FORM:

David K. Liberati /s/ (Assistant)

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**DISCUSSION HELD – SALE OF MEDITERRANEAN BUILDING** – Mrs. Favede stated she was sure all were very familiar with this building and has said from the beginning of this year that every day we continue to own this building; we become part of the problem. She said it’s time to cut our losses, sell the building and put to end what has been a very negative issue within the county and with Belmont Senior Services. It is being auctioned with the blessing of Belmont Senior Services and their Board of Trustees. There have been some potential buyers in the past with the most recent offer falling through due to the death of the prospective purchaser. Mr. Probst noted the county really does not have a purpose for this building. Mr. Probst continued by explaining that the Committee on Aging (now known as Belmont Senior Services) had asked the Board of Commissioners to purchase the building for them to move their operations there. He said before the motion was put on the floor for Senior Services to purchase the building with levy monies, it was known it was going to cost about three quarters of a million dollars to renovate the building for the Seniors, which also would be taken out of levy monies. Looking at the finances of Senior Services at that time and the growing older population in this county, if that building would have been renovated and used today, there would be many Seniors without services that they deserve. Mr. Probst reiterated that he did sit on the board at that time and he did vote against the purchase of the building. He stressed there was no way that that kind of money could have been put into the building. Belmont Senior Services continues today to operate out of the Oakview Building and is doing very well taking care of the county’s Seniors. Mr. Probst agreed with Mrs. Favede that we will probably not recoup all the money that was asked of the board to spend on the building when it was purchased. He concluded saying “when the building is sold, the money will be given back to Belmont Senior Services where it belongs and the county can move forward and put this behind us.”

Auditor Andy Sutak advised that once the building is sold to a private individual, it will become a taxable property and some money will come back to the county.

Mr. Ed Jagucki asked if the Mediterranean sat on 10 acres of ground and if the property was appraised. Auctioneer Dave Jones replied that there is 10 acres of ground. Other than the lot the building is actually sitting on, he stated you probably could not walk on the ground because is very, very steep. He said there are approximately 2 acres of level ground. He continued that the value of the land is very, very little and the condition of the building is deplorable. “You could not build on any of the ground except where the building sits. There is also a cemetery on the level part.” Mr. Jones concluded by saying in his opinion, “do not look at the 10 acres as having a lot of value.”

**IN THE MATTER OF BID OPENING FOR TWO (2)**

**¾ TON 4-WHEEL DRIVE PICK-UPS FOR BCSSD**

This being the day and 11:30 a.m. being the hour that bids were to be on file in the Commissioners’ Office for two (2) ¾ ton 4-wheel drive pick-up trucks for Belmont County Sanitary Sewer District, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
<b>Doan Ford</b> Belmont, OH 43718	X	\$ 76,776.00
<b>Thomas Garage, Inc.</b> 252 E. Main Street St. Clairsville, OH 43950	X	\$ 66,205.00
<b>Whiteside Chevrolet, Inc.</b> 50714 National Road St. Clairsville, OH 43950	X	\$ 66,147.32
<b>Jim Robinson Ford</b> 95 Robinson Drive Triadelphia, WV 26059	X	\$ 61,915.00

Present for the bid opening were Mark Esposito and Kelly Porter of the BCSSD, Eric Ayres of The Times-Leader; Carl Dieter, Doan Ford.

Motion made by Mrs. Favede, seconded by Mr. Probst to turn all bids received for two (2) ¾ ton 4-wheel drive pick-up trucks for Belmont County Sanitary Sewer District over to Mark Esposito, Director, for review and recommendation.

*Note: Replacing 2 older vehicles that will be taken out of service.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING AGREEMENT WITH  
DRAFT-CO, INC. FOR A PARCEL CONVERSION PROJECT  
FOR A PORTION OF THE CAPTINA CREEK WATERSHED/GIS**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into agreement with Draft-Co, Inc. of Martins Ferry in the amount of \$13,843.50, for a parcel conversion project for a portion of the Captina Creek Watershed, estimated 2,517 parcels at \$5.50 per parcel, based upon the recommendation of Don Pickenpaugh, Belmont County GIS Director; funding is from Geographical Information Systems (GIS) funds. *Note: This project covers that area of the Village of Barnesville and Warren Township in the Captina Watershed.*

**County of Belmont Ohio**  
Purchase of Services Agreement

Number of pages - 27  
Agreement Number – 111609  
COST – Refer to Exhibit “A”

THIS AGREEMENT, made and entered into as of this date by which representatives of both parties have affixed their respective signatures, by and between the Commissioners of Belmont County, Ohio (hereafter, “COUNTY”) and Draft-co, Inc, (hereafter, “CONSULTANT”)

**WITNESSETH:**

WHEREAS COUNTY, whose address is 101 West Main Street, St. Clairsville, OH 43950, desires to purchase services from CONSULTANT for the purpose of Mapping Services and related. WHEREAS CONSULTANT, whose address is 405 South Fourth Street, Martins Ferry, OH 43935 is able and willing to provide such services;

NOW THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the CONSULTANT do agree as follows:

1. The term of this agreement shall commence as of the date by which all parties hereto have executed this Agreement. COUNTY shall not be liable for any services performed by CONSULTANT other than during the term of this agreement unless otherwise specified in EXHIBIT “A”.
2. CONSULTANT agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and CONSULTANT’s response thereto, if any, and on the attached Schedule “A”, incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule “A” to the extent any conflict, are controlling.
3. CONSULTANT shall not assign or transfer any interest or obligation in this Agreement, whether by assignment, or novation, without the prior written consent of the COUNTY unless permitted otherwise by the bid specifications, RFP.
4. If, through any cause, CONSULTANT shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if CONSULTANT shall violate any of the covenants or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving a thirty (30) day notice to CONSULTANT of such termination specifying the effective date thereof. There shall be no other termination of this Agreement, during its term, without the prior written consent of both parties unless specifically permitted otherwise by the bid specifications, RFP.
5. In the event COUNTY exercises its unilateral right to terminate this Agreement of cause in the manner provided for the paragraph 4 above, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by CONSULTANT under this Agreement shall, at the option of COUNTY, become the property of the COUNTY and CONSULTANT shall be entitled to receive just and equitable compensation, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and COUNTY may withhold any payments to CONSULTANT for the purpose of set-off.
6. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives, CONSULTANT will at all times during the term of this Agreement keep in full force and effect comprehensive general Liability, Auto Liability and Worker’s Compensation insurance policies issued by a company authorized to do business in the state of Ohio, with liability coverage provided for therein in the amounts of at least \$ 1,000,000 CSL (Combined Single Limits).
7. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified in the attached Schedule “A”, incorporated herein by reference.
8. CONSULTANT shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, CONSULTANT agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
9. CONSULTANT agrees to secure at CONSULTANT’s own expense all personnel necessary to carry out CONSULTANT’s obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY
10. County agrees to provide to CONSULTANT any records possessed by the COUNTY that may be required to complete the project. COUNTY further agrees that digital tax parcel records may be required to complete the project and such records will be made available to the CONSULTANT in acceptable digital form.
11. Notices, bills invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States Mailbox, with sufficient first class postage attached, addressed to a party’s address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
12. During the term of this Agreement, CONSULTANT agrees not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a recipient of services (actual or potential), an employee or an application for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, any other form of compensation or level of service(s). CONSULTANT agrees to post in conspicuous places, available to all employees, service recipients, and applicants for this paragraph. The listing of prohibited basis for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional basis and exceptions shall be permitted only to the extent allowable in state or federal law.
13. In all solicitations for employment placed on CONSULTANT’s behalf during the term of this Agreement, CONSULTANT shall include a statement to the effect the CONSULTANT is an “Equal Opportunity Employer.”
14. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Ohio law shall be controlling.
15. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
16. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
17. This parcel conversion project will be completed within 12 months from the date of the “Notice to Proceed”.

**IN WITNESS WHEREOF**, COUNTY and CONSULTANT, by their respective authorized agents, have caused this agreement and its schedules to be executed, effective as of the date on which all parties hereto have affixed their respective signatures, as indicated below.

**FOR CONSULTANT**

Date Signed: 12-4-2009

J.S. Davenport /s/  
James S. Davenport, CEO, Draft-Co, Inc.

**FOR COUNTY**

Date Signed: 12/2/09

**BELMONT COUNTY COMMISSIONERS**

Charles R. Probst, Jr. /s/  
Charles R. Probst, Jr., President  
Ginny Favede /s/  
Ginny Favede  
Matt Coffland /s/  
Matt Coffland

Approved as to form by:

David K. Liberati /s/ (Assistant)  
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING REVISED RESOLUTION**

**RE: BID CRITERIA FOR CONSTRUCTION,**

**REPAIR AND RENOVATION PROJECTS IN BELMONT COUNTY**

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt the following **REVISED** resolution regarding bid criteria for construction, repair and renovation projects in Belmont County.

**RESOLUTION**

WHEREAS, the Belmont County Commission is required by law to award certain contracts to the lowest and best bidder and, as such, has an affirmative duty to determine which bid is not only the lowest, but also the best; and

WHEREAS, the Belmont County Commission, based upon its experience and its consideration of other objective evidence, has determined that quality workmanship, efficient operation, safety, and timely completion of projects are not necessarily insured by awarding a construction, repair or renovation project to the lowest bidder; and

WHEREAS, the Belmont County Commission, based upon its experience and its consideration of other objective evidence, has determined that the following factors are significant in determining whether a bid is the best bid pursuant to Ohio Revised Code 307.86 through 307.92:

- (1) Whether bidder's work force is drawn mainly from area residents who historically look to Belmont County for employment.
- (2) Experience of bidder's work force.
- (3) Continuity of the bidder's work force.
- (4) The bidder's participation in a bona fide apprenticeship program approved by the United States Department of Labor.
- (5) The number of years the bidder has been actively engaged as a contractor in the construction industry.
- (6) Bidder's familiarity and experience with constructing the public improvement for which a bid has been submitted.
- (7) Bidder's performance record on similar construction projects.
- (8) The bidder's recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job and the reasons for the change orders or cost overruns.
- (9) The bidder's record for complying with and meeting completion deadlines on construction projects.
- (10) The bidder's ability to secure an acceptable performance bond and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
- (11) Bidder's compliance with Workers' Compensation laws.
- (12) Bidder's compliance with Unemployment Compensation laws.
- (13) Bidder's compliance with federal and state prevailing wage laws.
- (14) Bidder's compliance with the Fair Labor Standards Act.
- (15) Bidder's compliance with fringe benefit contribution requirements.

NOW THEREFORE, in order to comply with its statutory obligations to award construction contracts to not only the lowest but the best bidder; and to ensure, to the greatest extent possible, quality workmanship, efficient operation, safety, and the timely completion of construction, repair and renovation projects in Belmont County, it is hereby RESOLVED as follows by the Belmont County Commission:

- (1) All bid invitations and specifications for construction, repair and renovation work for the Belmont County Commission, shall advise prospective bidders of all of the factors that will be taken into consideration by the Belmont County Commission in determining whether a bidder is not only the lowest but the best bidder pursuant to Ohio Revised Code Sections 307.86 through 307.92. **These factors shall apply to all bidders and their subcontractors.** The bid invitation and specification shall contain a provision conforming to the document which is attached to this resolution as Exhibit "A" and incorporated by reference herein.
- (2) All bid forms and applications for construction projects for the Belmont County Commission, shall be modified to enable a bidder to provide evidence to the Belmont County Commission of the bidder's **and any of his or her subcontractor's** compliance with, adherence to, or satisfaction of the various factors that will be considered by the Belmont County Commission in determining the lowest and best bid.

**EXHIBIT "A"**

**LANGUAGE FOR INCLUSION IN  
BID SPECIFICATIONS & INVITATIONS**

Pursuant to the laws of the State of Ohio, the Belmont County Commission may award bids only to the lowest and the best bidder pursuant to Ohio Revised Code 307.86 through 307.92. Accordingly, the Belmont County Commission will consider the following factors when making a determination as to whether a bid is not only the "lowest" bid, but also the "best" bid.

- 1) Whether bidder's work force is drawn mainly from area residents who historically look to Belmont County for employment.
- 2) Experience of bidder's work force.
- 3) Continuity of the bidder's work force.
- 4) The bidder's participation in a bona fide apprenticeship program approved by the United States Department of Labor.
- 5) The number of years bidder has been actively engaged as a contractor in the construction industry.
- 6) Bidder's familiarity and experience with constructing the public improvement for which a bid has been submitted.
- 7) Bidder's performance record on similar construction projects.
- 8) The bidder's recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job and the reasons for the change orders or cost overruns.
- 9) The bidder's record for complying with and meeting completion deadlines on construction projects.
- 10) The bidder's ability to secure an acceptable performance bond and whether any claims have been made against performance bonds secured by the bidder on other construction projects.

- 11) Bidder's compliance with workers' compensation laws.
- 12) Bidder's compliance with Unemployment Compensation laws.
- 13) Bidder's compliance with Federal & State Prevailing Wage Laws.
- 14) Bidder's compliance with the Fair Labor Standards Act.
- 15) Bidder's compliance with fringe benefit contribution requirements.

All of the above factors will be considered by the Belmont County Commission when making a decision as to whether a bid is the "best". No single factor will be controlling in determining whether a bid is, or is not, the "best" bid.

**Additionally these factors apply to all bidders and their subcontractors.**

Adopted this 2nd day of December, 2009.

Upon roll call the vote was as follows:

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

*"The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.*

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

**THE ABOVE LANGUAGE SHOULD BE IN THE BID PACKAGE AND IN THE ADVERTISEMENT FOR BIDS (LEGAL AD IN NEWSPAPER)**

**DISCUSSION HELD RE: BID CRITERIA** – Mr. Probst stated it was important to the board to look at the criteria when people bid, especially for contractors they don't know. He explained as follows: With the way the economy is today, there are many contractors from outside the area, even outside the state, that will come into Belmont County to do work. This gives the board a grading scale so to speak to define if the contractor is really reputable or not, so the board does not have to go back to the bonding company later. That is another issue, to see if they can even get bonded. This protects taxpayer dollars. This has worked out very well in the past, but as time goes on we know that as we bid projects in the county, there are some things we have overlooked in this bid criteria to help further protect the county, its' residents and taxpayer dollars. This has gone over very well with the contractors who are also bidding. Anyone can bid on a project and we encourage contractors to bid, but we also encourage everyone to fill out the questionnaire that we have, so the board can further look into their references and details regarding their finances. We don't want to have cost overruns. A lot of contractors come into the county, they bid low to get the job, and then all of a sudden there are cost overruns, change orders or they don't pay prevailing wage like they should. That has all happened here in the past. This has really helped curb all of those inefficiencies.

Mr. John R. Clarke thanked the Commissioners for taking the lead in protecting the members of Belmont County who depend on working in the surrounding area, and said his gives them a fair opportunity in manning these jobs. He further stated this gives the county the craftsmanship they deserve.

Mrs. Favede noted for the record that these revisions deal specifically and primarily with sub-contractors. Prior to this, a sub-contractor could bid under a general contractor and the bid criteria did not specifically apply to that sub-contractor. That was what she considered to be a loophole. She said it was the boards' job to continue to work to make sure that the bid criteria hits the points that it needs to, so there are three (3) provisions that have been inserted into this that are very simple, but specifically speak to the fact that all sub-contractors are now required to also meet the bid criteria.

Scott Mazzulli also thanked the board for passing the resolution and said it would help to prevent cost overruns on future projects.

Mr. Probst concluded by saying the bid criteria is nothing new. It was done in 1999 and it just needed some revisions.

**IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 1:05 P.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn the meeting at 1:05 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 10th day of December, 2009.

\_\_\_\_\_

\_\_\_\_\_ 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