

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

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$ 1,767,861.35

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0121-A006-B02.002 Salaries	E-0121-A006-B03.010 Supplies	\$45,000.00
E-0121-A006-B02.002 Salaries	E-0121-A006-B06.011 Contract Services	\$3,700.00
E-0131-A006-A02.002 Salaries-Admin	E-0131-A006-A03.002 Salaries-Jail	\$37,000.00
E-0131-A006-A04.002 Salaries-Road	E-0131-A006-A03.002 Salaries-Jail	\$26,000.00
E-0131-A006-A13.003 PERS/SPERS	E-0131-A006-A03.002 Salaries-Jail	\$46,000.00
E-0051-A001-A13.010 Supplies	E-0051-A001-A50.000 Budget Stabilization	\$ 5,000.00
E-0051-A001-A15.012 Cruisers	E-0051-A001-A50.000 Budget Stabilization	\$ 19,121.22
E-0051-A001-A09.000 Advertising/Printing	E-0057-A006-F08.000 Other Expenses	\$ 270.21
E-0051-A001-A20.012 Equipment	E-0051-A001-A50.000 Budget Stabilization	\$ 737.95
E-0051-A001-A28.000 Other Expenses	E-0051-A001-A50.000 Budget Stabilization	\$ 5,247.91
E-0055-A004-B04.012 Equipment	E-0051-A001-A50.000 Budget Stabilization	\$ 13,332.04
E-0055-A004-B19.000 County Buildings	E-0057-A006-F08.000 Other Expenses	\$ 236.25
E-0254-A009-E01.000 Grants/Mandated Share	E-0051-A001-A50.000 Budget Stabilization	\$ 2,402.48
E-0256-A014-A01.000 CORSA Costs	E-0051-A001-A50.000 Budget Stabilization	\$ 3,575.78
E-0256-A014-A14.004 WC-General Fund	E-0051-A001-A50.000 Budget Stabilization	\$ 11,502.98
E-0131-A006-A09.000 Medical Expenses	E-0051-A001-A50.000 Budget Stabilization	\$ 35,000.00

B00 DOG & KENNEL FUND

FROM	TO	AMOUNT
E-1600-B000-B02.002 Salaries-Employees	E-1600-B000-B13.006 Hospitalization Exp	\$3,200.00

J00 REAL ESTATE ASSESSMENT FUND/AUDITORS

FROM	TO	AMOUNT
E-1310-J000-J05.004 Workers Comp	E-1310-J000-J15.074 Estate Tax Settlement	\$356.53

S35 JUVENILE ACCOUNTABILITY BLOCK GRANT FUND/SARGUS

FROM	TO	AMOUNT
E-0914-S035-S05.000 Fringes	E-0914-S035-S04.002 Salaries	\$3,675.56

S70 IN-HOME CARE LEVY FUND/SSOBC

FROM	TO	AMOUNT
E-5005-S070-S17.000 Fuel	E-5005-S070-S06.006 Hospitalization	\$27,856.19

BCSSD/VARIOUS

FROM	TO	AMOUNT
E-3701-P003-P32.074 Transfers Out	E-3701-P003-P25.000 Purchased Water	\$8,000.00
E-3701-P003-P32.074 Transfers Out	E-3701-P003-P17.002 Salaries	\$3,800.00
E-3701-P003-P32.074 Transfers Out	E-3701-P003-P35.005 Medicare	\$250.00
E-3701-P003-P32.074 Transfers Out	E-3701-P003-P29.003 PERS	\$550.00
E-3704-P051-P07.011 Contract Services	E-3704-P051-P01.002 Salaries	\$6,000.00
E-3706-P055-P07.011 Contract Services	E-3706-P055-P15.000 Other Expenses	\$120.00
E-3706-P055-P07.011 Contract Services	E-3706-P055-P01.002 Salaries	\$200.00
E-3707-P056-P16.074 Transfers Out	E-3707-P056-P09.000 Sewage Disposal	\$23,175.00
E-3707-P056-P16.074 Transfers Out	E-3707-P056-P18.000 Yorkville Renovation	\$130.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS

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

P05 WWS #3 REVENUE FUND AND THE O09 BOND RETIREMENT WATERLINE EXT PROJECT FUND/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$525.44

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 2, 2015****

B00 BELMONT COUNTY DOG AND KENNEL FUND

E-1600-B000-B03.010 Supplies \$5,000.00

S70 BELMONT COUNTY SENIOR PROGRAMS/ IN-HOME CARE LEVY FUND

E-5005-S070-S12.000 Capital Outlay \$1,037.14

****DECEMBER 9, 2015****

GENERAL FUND

E-0051-A001-A28.000 Other Expenses \$23,905.38

Net Proceeds from 2015 County Auction

E-0051-A001-A50.000 Budget Stabilization \$5,000.00

One-time, lump-sum lease payment from Soil & Water office.

E-0051-A001-A50.000 Budget Stabilization \$145.99

Ck # 114668 from Tri-Cor Industrial/Maint. & Grounds

E-0051-A001-A50.000 Budget Stabilization \$28,381.92

From Unspecified Donations for the Animal Shelter (Jan-Sept); partially replenishes funds transferred on 08/05/15

E-0061-A002-B05.000 Intense Probation-Clerk of Courts \$4,365.55

L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L15.007 Unemployment \$5,279.00

OAKVIEW JUVENILE RESIDENTIAL/VARIOUS FUNDS

E-8010-S030-S58.000 Communications \$370.24

E-8011-S031-S02.000 Food \$3,736.32

E-8012-S032-S00.000 Activity Expenses \$301.30

W80 PROSECUTOR'S VICTIM ASSISTANCE FUND

E-1511-W080-P01.002 Salary \$200.00

E-1511-W080-P08.005 Medicare \$55.00

BCSSD/VARIOUS

E-3701-P003-P25.000 Purchased Water \$150,000.00

E-3702-P005-P17.002 Salaries \$20,000.00

E-3702-P005-P19.012 Equipment \$5,000.00

E-3702-P005-P23.011 Contract Services \$185,000.00

E-3702-P005-P29.003 PERS \$900.00

E-3702-P005-P34.074 Transfers Out \$38,400.00

E-3702-P005-P35.005 Medicare \$700.00

E-3704-P051-P09.000 Sewage Disposal \$45,000.00

E-3705-P053-P01.002 Salaries \$13,000.00

E-3705-P053-P03.012 Equipment \$6,000.00

E-3705-P053-P07.011 Contract Services \$25,000.00

E-3705-P053-P09.000 Sewage Disposal \$150,000.00

E-3705-P053-P15.000 Other Expenses \$6,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 9, 2015:

CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund/Various

E-0011-A001-B04.012 Equipment \$ 865.76

E-0011-A001-B11.000 Other Expenses \$ 29,971.94

E-0131-A006-A20.000 Other Exp.-False Alarm Fees \$ 2,100.00

E-0131-A006-A24.000 E-Scorn Expense Fund \$ 9,017.10

E-0131-A006-A26.000 Sheriff's K-9 Account \$ 1,826.13

E-0131-A006-A27.000 Sheriff's Dive-Team Account \$ 780.98

E-0131-A006-A28.000 Sheriff's Shop w/a Cop Account \$ 490.54

E-0131-A006-A29.000 Sheriff's Mounted Account \$ 830.00

E-0131-A006-A32.000 Warrant Fee \$ 445.65

E-0257-A015-A13.000 Other Expenses \$ 1,392.00

E-0257-A017-A00.000 Contingencies (Bellair Water) \$245,619.72

E-0257-A017-A00.000 Contingencies (Probate Scanning) \$ 99,909.69

B16 Enforcement Education Fund

E-1652-B016-B02.000 Education Expenses \$ 392.68

J00 Real Estate Assessment Fund

E-1310-J000-J03.011 Contract-Services \$ 14,075.85

E-1310-J000-J06.000 Other Expenses \$ 4,410.72

P96 CISM Fund/EMA

E-1726-P096-P06.000 Other Expenses \$ 52.47

S01 Concealed Handgun License Fund

E-5101-S001-S07.012 Equipment \$ 122.11

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.
GENERAL FUND-\$23,905.38 deposited into R-0050-A000-B00.500 on 9/04/15-Net proceeds from 2015 County Auction
\$5,000.00 deposited into R-0050-A000-A17.500 on 12/07/15-Lump Sum Lease Payment-Soil and Water
\$145.99 deposited into R-0050-A000-A45.500 on 12/08/15-Refund of Credit Balance
\$23,381.92 deposited into R-0057-A006-A01.500 from 01/01/15-09/30/15-Unspecified Donations-Animal Shelter

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated December 9, 2015 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Thomas, seconded by Mr. Coffland granting permission for county employees to travel as follows:
ENGINEER'S-Steve Hill and Rob Barr to Chillicothe, OH, on Dec. 14, 2015, to attend the Professional Land Surveyors Fall Workshop. Estimated expenses: \$450.00

SENIOR SERVICES-Karen Rebecca to Wheeling, WV, on December 22, 2015, for a senior outing. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of December 2, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE RIDGES OF OLDE CUMBERLAND "THE FLATS III" RICHLAND TOWNSHIP SEC 15, T-7, R-4 [Belmont Co. Commissioners
[Courthouse
[St. Clairsville, Ohio 43950
[Date: December 9, 2015

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Ridges of Olde Cumberland "The Flats III", Richland Township, Section 15, T-7, R-4, 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: Cindi Henry, F.O., Richland Township Trustees, P.O. Box 16, St. Clairsville, OH 43950

You are hereby notified that the **22nd** day of **December, 2015**, at **9:30** o'clock A.M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter. By order of the Belmont County Commissioners.

Jayne Long /s/
Clerk of the Board

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

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

IN THE MATTER OF ADOPTING RESOLUTION TEMPORARILY REDUCING LEGAL AXLE LOAD LIMIT ON UNION TOWNSHIP ROADS/ENGINEER

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

RESOLUTION

Whereas, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon, and;
Whereas, the Belmont County Board of Commissioners have received a request from the Union Township Trustees requesting that the legal axle load limit on Union Township Road 1570 and Union Township Road 1661 be reduced by fifty percent (50%), and;
Whereas, the Belmont County Engineer has recommended that the Union Township Trustees' request be granted.
NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Union Township be reduced by fifty percent (50%) for the period beginning November 17, 2015 and ending April 15, 2016.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR CASSANDRA VETANZE/BELOMAR

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the **Satisfaction of Mortgage By Separate Instrument for Cassandra Vetanze**, for a mortgage deed dated March 23, 2004 and July 14, 2004 as recorded in Volume 953, pages 612-615 and Mortgage Volume 968, pages 460-462 in the Belmont County Recorder's Office based upon the recommendation of A.C. Wiethe, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated March 23, 2004, and July 14, 2004, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 953 at pages 612-615, and Mortgage Volume 968 at pages 460-462 executed by Cassandra Vetanze to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

12/9/15

Date

By:

Belmont County Commissioners:

Mark Thomas /s/

Mark Thomas, President

Ginny Favede /s/

Ginny Favede

Matt Coffland /s/

Matt Coffland

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AGREEMENT WITH VAUGHN, COAST AND VAUGHN, INC., FOR ENGINEERING SERVICES/BCSSD WATER PLANT STORAGE TANK PROJECT

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign an agreement for engineering services with Vaughn, Coast and Vaughn, Inc., in the amount of \$25,000.00 for the construction administration phase of the Water Plant Storage Tank Project, based upon the recommendation of Sanitary Sewer District Director Kelly Porter.

Note: These costs will be paid from Fund N-82.

Agreement between
Belmont County Board of Commissioners
and
Vaughn, Coast & Vaughn, Inc.

for
Professional Services for the Belmont County Water Plant
Finished Water Storage Tank

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

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This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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

Owner and Engineer further agree as follows:

- | | |
|---|--|
| <p>1.SERVICES OF ENGINEER</p> <p>1.1. <i>Scope</i></p> <p>A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.</p> <p>2.OWNER’S RESPONSIBILITIES</p> <p>2.1. <i>General</i></p> <p>A. Owner shall have the responsibilities set forth herein and in Exhibit B.</p> <p>B. Owner shall pay Engineer as set forth in Exhibit C.</p> <p>C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.</p> <p>3.SCHEDULE FOR RENDERING SERVICES</p> <p>3.1. <i>Commencement</i></p> <p>A. Engineer is authorized to begin rendering services as of the Effective Date.</p> <p>3.2. <i>Time for Completion</i></p> <p>A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.</p> <p>B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.</p> <p>C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.</p> <p>D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.</p> <p>E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.</p> | <p>THIS IS AN AGREEMENT effective as of <u>December 9, 2015</u> (“Effective Date”) between <u>Belmont County Board of Commissioners</u> and <u>Vaughn, Coast & Vaughn, Inc.</u></p> <p>Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as Belmont County Water Plant Finished Water Storage Tank.</p> <p>Engineer’s services under this Agreement are generally identified as follows:
Construction administration services for installation of a new finished water storage tank.</p> |
|---|--|

4. INVOICES AND PAYMENTS

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

5. OPINIONS OF COST

- 5.1. *Opinions of Probable Construction Cost*
- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.
- 5.2. *Designing to Construction Cost Limit*
- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.
- 5.3. *Opinions of Total Project Costs*
- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

6. GENERAL CONSIDERATIONS

- 6.1. *Standards of Performance*
- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and regulations.
 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement, provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.
- 6.2. *Design Without Construction Phase Services*
- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be

connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.3. *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.4. *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.5. *Suspension and Termination*

- A. *Suspension:*
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 - 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
 - 1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective

date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

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

6.6. *Controlling Law*

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

6.7. *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.8. *Dispute Resolution*

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

6.9. *Environmental Condition of Site*

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

6.10. *Indemnification and Mutual Waiver*

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

6.11. *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

7. DEFINITIONS

7.1. Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
 9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
 10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
 11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
 12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
 13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
 14. *Engineer* – The individual or entity named as such in this Agreement.
 15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
 16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
 18. *PCBs* – Polychlorinated biphenyls.
 19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
 20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
 21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
 22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
 23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
 24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
 25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
 26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
 27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
 28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
 29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
 30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
 31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
 32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for

inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

8. EXHIBITS AND SPECIAL PROVISIONS

- 8.1. *Exhibits Included:*
- A. Exhibit A, Engineer's Services.
 - B. Exhibit B, Owner's Responsibilities.
 - C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
 - D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
 - E. Exhibit E, Notice of Acceptability of Work. **Not included.**
 - F. Exhibit F, Construction Cost Limit. **Not included.**
 - G. Exhibit G, Insurance.
 - H. Exhibit H, Dispute Resolution.
 - I. Exhibit I, Limitations of Liability.
 - J. Exhibit J, Special Provisions. **Not included.**
 - K. Exhibit K, Amendment to Owner-Engineer Agreement.
- 8.2. *Total Agreement:*
- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.
- 8.3. *Designated Representatives:*
- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.
- 8.4. *Engineer's Certifications:*
- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: <u>Belmont County Board of Commissioners</u> By: <u>Matt Coffland /s/</u> <u>Mark A. Thomas /s/</u> <u>Ginny Favede /s/</u> Title: <u>Belmont County Commissioners</u> Date Signed: <u>12-9-15</u>	Engineer: <u>Vaughn, Coast & Vaughn, Inc.</u> By: Jeffrey A. Vaughn, P.E. <u>Jeffrey A. Vaughn /s/</u> Title: <u>Vice-Pres.</u> Date Signed: <u>12-1-15</u> Engineer License or Firm's Certificate No. <u>01020</u> State of: <u>Ohio</u> Address for giving notices: <u>154 S. Marietta St.</u> <u>St. Clairsville, Ohio 43950</u> Designated Representative (Paragraph 8.03.A): <u>Jeffrey A. Vaughn</u> Title: <u>Vice-President</u> Phone Number: <u>740-695-7256</u> Facsimile Number: <u>740-695-2203</u> E-Mail Address: <u>jeff@vaughncoastvaughn.com</u>
Address for giving notices: <u>101 Main Street</u> <u>St. Clairsville, Ohio 43950</u> Designated Representative (Paragraph 8.03.A): <u>Mark A. Thomas</u> <u>Ginny Favede Matt Coffland</u> Title: <u>Belmont County Commissioners</u> Phone Number: <u>740-699-2155</u> Facsimile Number: <u>740-699-2156</u> E-Mail Address: _____	Address for giving notices: <u>154 S. Marietta St.</u> <u>St. Clairsville, Ohio 43950</u> Designated Representative (Paragraph 8.03.A): <u>Jeffrey A. Vaughn</u> Title: <u>Vice-President</u> Phone Number: <u>740-695-7256</u> Facsimile Number: <u>740-695-2203</u> E-Mail Address: <u>jeff@vaughncoastvaughn.com</u>

Approved As to form:
David K. Liberati assist /s/
 Belmont County Prosecutor
12-4-15

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF STEPHANIE WRIGHT, ANIMAL SHELTER

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the resignation of Ms. Stephanie Wright, Animal Shelter employee, effective December 2, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO EXECUTE THE SELECT SCHEDULE ANNUAL EQUIPMENT MAINTENANCE CONTRACT PROPOSAL FROM L3 COMMUNICATIONS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the Select Schedule Annual Equipment Maintenance Contract Proposal, Proposal No. S-11-17-2015, from L3 Communications Security and Detection Systems, Inc., in the amount of five thousand dollars (\$5,000.00), for the annual preventive maintenance of the x-ray scanner at the Belmont County Courthouse, for the period of November 17, 2015 through November 16, 2016.

L3 communications

Security & Detection Systems Inc.

BILLING AND DELIVERY ADDRESS: Ms. Barbara Blake Belmont County Commissioners 101 West Main Street St. Clairsville, OH 43950 740-699-2150 Barb.blake@co.belmont.oh.us	PROPOSAL NO: S-11-17-2015 DATE OF PROPOSAL: 12/07/2015 PROPOSAL VALID FOR: 90 DAYS ATTACHMENTS: 8100-11901-00 and 8100-11902-00
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SELECT SCHEDULE ANNUAL EQUIPMENT MAINTENANCE CONTRACT PROPOSAL

SCHEDULE OF SERVICES PROVIDED UNDER THIS CONTRACT:

- All necessary repair parts and freight related expenses.
- Regular (Monday-Friday, 8:00am-5:00pm) labor hours for remedial maintenance.
- Regular (Monday-Friday, 8:00am-5:00pm) travel time to and from the equipment site.
- Lodging, Airfare and Per Diem expenses as required per scope of repairs.
- One annual preventative maintenance inspection per x-ray system.
- One annual radiation safety survey and preparation of performance report per x-ray system.
- Additional services are available upon request at Seller's prevailing time and materials rates.

COVERAGE PERIOD: November 17, 2015 through November 16, 2014

PAYMENT TERMS: Annual billing, in Advance, payment net 30 days after delivery of Seller invoice

ACCEPTED FORMS OF PAYMENT: Business check, Wire Transfer, Credit Card

CONTRACT TERMS AND CONDITIONS AND STATEMENT OF WORK: The terms and conditions and statement of work governing this contract are detailed on attached documents 8100-11901-00 and 8100-11902-00 herein. These seller terms and conditions shall take precedence over any and all others incorporated by the Buyer.

EQUIPMENT TO BE SERVICED UNDER THIS CONTRACT:

Item	Model Number	Serial Number	Unit Price	Shipping Location
1	PX6.4	PX64947	5,000.00	101 West Main Street, St. Clairsville, OH 43950

TOTAL ANNUAL PRICE: \$5,000.00 plus tax if applicable – See document no. 8100-11901-00, clause no. ten (10) for details.

Please reference proposal no. S-11-17-2015, unit serial number(s) and period of performance on your purchase order.

If you do not issue purchase orders, by signing this document, you have acknowledged our proposal and agreed to enter into a maintenance contract with L-3 Communications Security and Detection Systems, Inc. This document will serve as a purchase order. We will respond via fax, mail, or e-mail with your Contract ID for your records.

Contact Lillian C Pena concerning order placement via Phone: 781-970-1606 –or e-mail Lillian.Castro-Pena@L-3com.com

BUYER PURCHASE ORDER NUMBER: 521221 **CONTRACT ID:** N/A

**AUTHORIZED SIGNATURE REQUIRED:
BELMONT COUNTY COMMISSIONERS:**

Name: Mark A. Thomas
Title: President, Belmont County Commissioners
Signature: Mark A. Thomas /s/
Date: 12/0915

**L-3 COMMUNICATIONS SECURITY
AND DETECTION SYSTEMS, INC.:**

Name: Lillian Castro-Pena
Title: Contracts Dept
Signature: Lillian Castro-Pena /s/
Date: 12/07/15

L-3 SDS Proprietary

10E Commerce Way, Woburn, MA 01801 Phone: 781-939-3821 Fax: 781-939-3949 Service Contracts.SDS@L-3com.com 24x7 Customer Service 800-776-3031

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM DIGITAL DATA COMMUNICATIONS/HR DEPARTMENT

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve Quote Number 419 from Digital Data Communications in the amount of \$2,219.54 for computer equipment and related software for the Belmont County Commissioners' Human Resource Department.

Upon roll call the vote was as follows:

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

IN THE MATTER OF SIGNING THE ONE-YEAR LEASE AGREEMENT WITH THE BELMONT COUNTY VICTIM ASSISTANCE PROGRAM/PROSECUTOR

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign a one-year lease agreement with the Belmont County Victim Assistance Program in the amount of \$6,238.72 for space shared with the Belmont County Prosecutor on the second floor of Courthouse Annex I, located at 147 West Main Street, St. Clairsville, for the period of October 1, 2015 to September 30, 2016.

2015-16 LEASE AGREEMENT

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the **Belmont County Victim Assistance Program**, Lessee, leases to the Lessee, the following premises:

Two hundred and twenty (220) square feet of office space shared with the Belmont County Prosecutor on the second floor of the building known as the **Courthouse Annex I**, and located at **147 West Main Street, St. Clairsville, Ohio**.

For the term of one (1) year from October 1, 2015 to September 30, 2016, at a total cost of \$6,238.72, payable in eight (8) monthly installments of \$519.89 and four (4) monthly installments of \$519.90 on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
11. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
12. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
13. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
14. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.
15. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.

The Lessor and Lessee have signed on the 9TH day of December, 2015, at St. Clairsville, Ohio.

Mark A. Thomas /s/
Mark A. Thomas, Commission President
Belmont County Board of Commissioners
Lessor

Daniel P. Fry /s/
Daniel P. Fry, Prosecuting Attorney
Belmont County Victim Assistance Program
Lessee

Approved as to form:
David K. Liberati /s/
David K. Liberati
Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE (PAY REQUEST #7)
FOR GREENCORE DESIGNS, INC./SSOBC COMMUNITY BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the payment of Invoice #14-019.7 (Pay Request #7) for GreenCore Designs, Inc., in the amount of \$5,975.95 (\$5,000.00 lump sum for Construction Administration, plus reimbursables) for the Senior Services of Belmont County Community Building/Project Number 14-019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING EXECUTION OF PAY REQUEST #2
FOR VENDRICK CONSTRUCTION, INC./SSOBC COMMUNITY BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the execution of Pay Request Number 2 from VendRICK Construction, Inc., in the amount of \$404,947.80 for the Senior Services of Belmont County - Community Building/Project Number 14-019.

Upon roll call the vote was as follows:

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

DISCUSSION-Mr. Thomas explained the next two motions are pertaining to the final acceptance on the elevator. There is a section on the form for comment regarding quality of the work. He said it is still necessary to have a meeting with ThyssenKrupp. The board is just accepting the new elevator and jack work is completed. Mr. Coffland said it (the form) does need comments.

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT
TO SIGN FINAL ACCEPTANCE FORM FROM THYSSENKRUPP
ELEVATOR/COURTHOUSE ELEVATOR MODERIZATION PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the Final Acceptance Form issued 12/02/15 by ThyssenKrupp Elevator for the Courthouse Elevator Modernization/Project Number 18318.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT
TO SIGN FINAL ACCEPTANCE FORM FROM THYSSENKRUPP
ELEVATOR/COURTHOUSE ELEVATOR HYDRAULIC JACK PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the Final Acceptance Form issued 12/02/15 by ThyssenKrupp Elevator for the Courthouse Elevator Hydraulic Jack Replacement/Project Number 23336.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

Mr. Thomas Yes

IN THE MATTER OF BELMONT COUNTY DJFS/CHILD SUPPORT ENFORCEMENT AGENCY EMPLOYEES AWARD

Belmont County DJFS/Child Support Enforcement Agency Employees

Re: Recognition for 2015 ODJFS Award for Outstanding Performance

Present: DJFS Director Vince Gianangeli and CSEA employees, Kathy Probst, Karie Hunkler, Don Giffin, Corey Alexander, Cindy Berry, Kara Purtiman, Dave McFarlan, Sarah Horne, Erin Greenwood, Kim Rico and Dave Badia and Magistrate Amy Busic and Attorney Grace Hoffman. Mr. Gianangeli explained the criteria for the award which was for collections against arrearages. Belmont County's collection rate is 76.71%. The Board thanked Mr. Gianangeli and his staff for their work.

PRESS RELEASE

BELMONT COUNTY CHILD SUPPORT ENFORCEMENT AGENCY RECEIVES STATE AWARD

Child Support Enforcement Agencies (CSEAs) in all 88 counties in Ohio are evaluated annually on five performance measures. They are establishment of paternity, establishment of support orders, collection of current support, collection of past due support, and cost effectiveness. For Federal Fiscal Year 2015, the Belmont County CSEA, a division of Belmont County Department of Job and Family Services, is being recognized by the Ohio Department of Job and Family Services (ODJFS), Office of Child Support, as having the best performance in the State with Collections on Cases with Arrears for a medium-sized county.

Director Vince Gianangeli stated, "I am proud of the CSEA staff for their accomplishment in this category. In 2006 the agency received this award, and in addition to collections on arrears, we have also always placed high in the collections of current support category. Currently, we collect well over \$900,000 per month, and are approaching \$11,000,000 for the calendar year ending December 31, 2015."

Director Gianangeli complimented and thanked the Commissioners by saying, "The Belmont County Commissioners invited us to their meeting today to recognize our staff for this prestigious award, and we thank them for this opportunity to share with the public the faces of those that work so diligently on behalf of families and their children in order for those children to receive the same way of life and support as those from an intact family."

ODJFS has a project whereby they would like to have a statewide collection rate of 70%. The statewide average is 68.98% as of the end of Federal Fiscal Year 2015. Belmont County's collection rate is 76.71%.

The Belmont County CSEA staff totals 15, consisting of 2 supervisors, 9 case managers, and 4 support staff. David Badia, CSEA Administrator, oversees the unit, and attributes the success of his staff to their knowledge, experience, and dedication in performing their duties. His staff averages 22 years of public service.

IN THE MATTER OF APPROVING THE WATER AND SEWER RATES BASED UPON THE ANNUAL VILLAGE ANALYSIS REPORT FOR YEAR ENDING 2014/BCSSD

Kelly Porter, Director, Belmont County Sanitary Sewer District

Re: Public Hearing-Proposed Village Audit Water and Sewer Rates

Present: Sanitary Sewer Director Kelly Porter and Rebecca Hughes. Mr. Porter explained there is a small increase for water and sewer rates. There is more of an increase this year than prior years due to increase in salaries due to overtime, materials, which have increased by fifty percent, and hospitalization is up forty-five percent. Contract services rates are also up. The increase is done annually to keep up with the costs. Mr. Thomas noted increasing rates is never well received but annual costs continue to escalate. He said we are faced with growth, maintenance, repair upgrades and understaffing. The overtime of the staff is a necessity, not a luxury. He said for infrastructure that can't be seen it is hard for people to remember that there is a cost to maintain that service.

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the following water and sewer rates effective December 1, 2015 billing for the various service locations based upon the annual **Village Analysis Report for Year Ending 2014** presented by the Belmont County Sanitary Sewer District:

WATER RATES		
	Present Rate/1000 gal	New Rate/1000 gal
Bellaire	4.2984	4.4064
Belmont	4.4712	4.5624
Flushing	4.4712	4.5624
New Athens	4.4712	4.5624
Morristown	4.4712	4.5624
St. Clairsville	3.9312	4.0224
Tri-County	4.4712	4.5624
Bethesda	5.3940	5.4862
SEWER RATES		
	Present Rate/1000 gal	New Rate/1000 gal
Morristown	5.7892	6.5085
Belmont	5.7892	6.5085

Upon roll call the vote was as follows:

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

IN THE MATTER OF UPDATE FROM ANITA PETRELLA, EXECUTIVE DIRECTOR, JB GREEN TEAM

Present: Anita Petrella; Tammy Shepherd, Belmont County Program Director; Dorene Unterzuber, Educator; Shawn Albaugh, Belmont County Driver and Belmont County Litter Deputy Aubrey Waggoner. A handout created by Ms. Shepherd regarding program updates was distributed. Ms. Petrella said the JB Green Team has been working very closely with Apex Landfill and Craig Petrella, the new government liaison for Apex. Mr. Petrella runs the transfer station in Belmont County. Apex has 1,388 acres, but are only using 110 acres which should last 75 years at the rate the rubbish is coming in. She said the landfill is very well maintained and efficient. A new company has purchased Apex. Ms. Petrella said, "We hope to keep up good relationship with them." Ms. Shepherd reviewed the handout on recycling statistics. Belmont and Jefferson Counties' combined recycling weight was 598.87 tons. Mr. Coffland noted when funding was cut four years ago, JB Green Team had the opportunity to bring on a litter officer, but the program was cut. Belmont and Jefferson County Commissioners now fund this program. Deputy Aubrey Waggoner reviewed her handout for September, October and November 2015 litter statistics. Thirty-two cases came into the Sheriff's Department. Of those cases, twenty-five have been cleaned. Five of those are in court with one conviction. Mrs. Favede stated it is required by law to have this organization. She said they do a wonderful job containing and protecting our environment and educating our

children. The money from paper recycling goes back to the schools. Mr. Coffland commented the dumpsters being used were made in Belmont County, Ohio.

Open Public Forum-Richard Hord asked for updates on several projects. Regarding the old jail, Mrs. Favede said there are no plans until the federal government again makes preservation funds available. Regarding the demolition of Annex II, Mr. Thomas said we are waiting for the Ohio Historical Society funding. They are analyzing the project now. It will probably be a spring project. Regarding the Sheriff's substation at the mall, Mr. Thomas said it is moving along. The Sheriff has been meeting regularly with Cafaro's.

RECESSED UNTIL 10:30 AGENDA ITEM

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:30 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Dana Meager, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment, compensation and the discipline of a public employee and ORC 121.22(G)(4) Collective Bargaining Exception.

Upon roll call the vote was as follows:

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

Mr. Thomas noted Mrs. Favede will be out of another meeting shortly and be attending executive session.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:12 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to exit executive session at 11:12 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION THE FOLLOWING ACTION WAS TAKEN

**IN THE MATTER OF AUTHORIZING THE
HIRING OF AUDRA BOWMAN FOR FULL-TIME
POSITION OF DEPUTY CLERK/WESTERN DIVISION COURT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Ms. Audra Bowman as a full-time deputy clerk for Belmont County Western Division Court effective December 24, 2015 at the rate of \$9.00 per hour to be paid from the General Fund and \$149.27 lump sum to be paid bi-weekly from the Western Division Court Special Projects fund.

Upon roll call the vote was as follows:

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

Reconvened Monday, December 14, 2015 at 9:16a.m. Commissioners Thomas, Favede and Coffland present.

**IN THE MATTER OF ADOPTING PROCLAMATION
HONORING MAYOR ROBERT VINCENZO**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the proclamation honoring City of St. Clairsville Mayor Robert Vincenzo on his retirement.

A proclamation honoring Mayor Robert Vincenzo for his splendid contributions and dedication to the people of the City of St. Clairsville, Ohio

Whereas, Robert Vincenzo, devoted husband to his beautiful wife Lorrinda, dedicated father to his children Barb, Don and Bob, and exceptionally proud grandfather of Adam, Sam, Jamie, Nikki, Domenic, Joanna, Donte, Maria, great grandfather of Leila, Niko, and Lochlyn, Jenna, Rocco, Mia and Enzo; and

Whereas, Robert Vincenzo has been mayor of St. Clairsville for 24 years, and president of council before that, with a total of 37 years in public service; and

Whereas, under Mayor Vincenzo's leadership the City of St. Clairsville has witnessed the developments of Plaza West, Park Health Center, Forest Hills Retirement Community and Nursing Home, Kennedy Park Retirement Community, the St. Clairsville Central Park, The City of St. Clairsville National Road Bikeway and several new sub-divisions; and

Whereas, the City of St. Clairsville Downtown District Revitalization Project became the catalyst of change placing the city's downtown district on the National Register of Historic Places by the U.S. Department of Interior; and

Whereas, the stately tree lined streets of St. Clairsville have been carefully tended under Robert Vincenzo's leadership resulting in the City of St. Clairsville's 16th Annual Tree City USA award; and

Whereas, The City of St. Clairsville was named America In Bloom 2007 National Champion; and

Whereas, The City of St. Clairsville was recently recognized by Ohio Magazine's "Five Best Hometowns." in 2014-2015; and

Whereas, during your leadership of the city, you brought great pride to our area by representing the city to the state as President of the Ohio Municipal League, the Ohio Mayors' Association and board member for the Ohio Municipal Electric Association; and
NOW, THEREFORE, BE IT RESOLVED, the Belmont County Commissioners, take this opportunity to express our sincere and grateful appreciation, and hereby extend to Mayor Robert Vincenzo our congratulations on his well-earned retirement, and our best wishes to him for continued success, happiness, and good health in the years to come.

December 9, 2015

Adopted this 9th day of December 2015

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/

Ginny Favede /s/

Matt Coffland /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:17 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 9:17 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
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December 9, 2015

Mr. Coffland Yes
Mrs. Favede Yes

Read, approved and signed this 16th day of December, 2015.

Mark A. Thomas /s/_____

Ginny Favede /s/_____ COUNTY COMMISSIONERS

Matt Coffland /s/_____

We, Mark Thomas 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.

Mark A. Thomas /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK