

St. Clairsville, Ohio

February 12, 2014

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

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

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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-A-1 Service	Van maintenance-Coroner/General Fund	179.31
A-AT&T	Fax line-Magistrate/General Fund	89.01
A-Draft-Co., Inc.	Map conversion-GIS Projects/General Fund	1,528.36
A-Draft-Co., Inc.	Web hosting-GIS Projects/General Fund	500.00
A-Lowe's	Supplies-Maintenance/General Fund	2,073.71
A & K - Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund & MVGT Fund	5,704.00
A-Quill	Supplies-Common Pleas Court/General Fund	110.42
A-Quill	Supplies-Adult Probation/General Fund	224.78
A-Redwood Toxicology	Drug testing/General Fund	594.18
A-Thomson Reuters-West	Law bulletin-Coroner/General Fund	247.56
A-Times-Leader	Jury pull-Common Pleas/General Fund	43.71
A-Treasurer of State of Ohio	Audit Fees/General Fund	230.00
A-Verizon Wireless	Cell plan-Adult Probation/General Fund	180.37
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	1,122.24
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	924.90
B-Lowe's	Supplies/Dog Kennel Fund	271.22
K-Shereza O'Hara	Reimburse expenses/Engineer MVGT Fund	100.98
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	523.80
N-Lowe's	Supplies for repairs-Judge Fregiato/Capital Projects-Facilities Fund	165.50
P-Kurt Turner	Mileage reimbursement/EMA CISM Fund	58.05
P-Riesbeck's	Meeting commissaries/Special Emergency Planning Fund/EMA	43.53
P-W.W. System #3	Purchased water/W.W. System #2 Revenue Fund	166,884.94
S-American Electric Power	Utilities/Oakview Juvenile Residential Center Fund	3,674.53
S-Beth A Andes, MS, PCC	Counseling services/District Detention Home Fund	875.00
S-Eastern Div Court	January bank fees/Eastern Ct. General Special Projects Fund	132.31
S-McGhee	Desk for Probation/Northern Ct.-General Special Projects Fund	631.60
W-Cook & Steele Insurance	Insurance/Law Library Fund	918.00
W-Pamela S. Bowman	Reimburse expenses/Prosecutor's Victim Program Fund	116.04
Y-Belmont County Recorder	Tax Lien Releases-February/Tax Certificate Admn Fund	160.00

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for February 12, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$35,765.64; \$19,714.81; \$45,075.91; \$27,411.76
A-GENERAL/AUDITOR	\$7,435.33
A-GENERAL/CLERK OF COURTS	\$742.59
A-GENERAL/EMA	\$6,125.21
A-GENERAL/JUVENILE COURT	\$1,107.87
A-GENERAL/PROBATE COURT	\$863.90
A-GENERAL/SHERIFF	\$3,735.42; \$39,707.49
A-GENERAL/911	\$2567.00
B-Auditor's Clerk Hire & Supply	\$1,139.60
B-Dog Kennel	\$2,479.46
H-Job & Family, CSEA	\$23,742.61
H-Job & Family, Public Assistance	\$104,228.68; \$1,750.00; \$408.79; \$52,984.45
H-Job & Family, WIA	\$46,721.55; \$16,172.81; \$13,684.75
J-Real Estate Assessment	\$344.11
K-Engineer MVGT	\$28,856.02; \$23,799.41; \$5,606.04
M-Juvenile Ct.-Placement II	\$125.00
M-Juvenile Ct.-Title IV-E Reimb.	\$2,491.84; \$19,800.00
P-Oakview Admn Bldg.	\$2,175.00
P-Sanitary Sewer District	\$30,313.80; \$2,010.86; \$24,240.77; \$1,833.10; \$198.86
S-Certificate of Title Admn Fund	\$1,580.74
S-District Detention Home	\$7,696.66
S-Job & Family, Children Services	\$34,610.70; \$166,699.49
S-Juvenile Ct.-Computer Fund	\$89.00
S-Juvenile Ct.-General Special Projects	\$3,715.21
S-Oakview Juvenile Residential Center	\$4,046.90
S-Probate Court-Computer Fund	\$3,519.68
S-Senior Program	\$10,312.98
S-Sheriff CCW	\$2,844.49
S-Sheriff Commissary	\$1,169.04; \$565.31

T-CDBG	\$13,768.00
T-Sanitary Sewer District	\$1,873.93; \$595.40; \$692.47
U-Sheriff's Reserve Account	\$70.06; \$702.83
W-Law Library	\$9,884.43

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
<i>Commissioners</i>	<i>Clerk of Courts</i>	
E-0051-A001-A50.000 Budget Stabilization	E-0021-A002-E02.002 Salaries-Employees	\$ 5,040.00
E-0051-A001-A50.000 Budget Stabilization	E-0021-A002-E09.003 PERS	\$ 706.00
<i>Recorder</i>	<i>Commissioners</i>	
E-0121-A006-B02.002 Salaries	E-0051-A001-A02.002 Salaries	\$ 900.00

PROSECUTORS VICTIM ASSISTANCE FUND/W80

FROM	TO	AMOUNT
E-1511-W080-P02.010 Supplies	E-1511-W080-P07.006 Hospitalization	\$ 77.54
E-1511-W080-P03.000 Travel Expense	E-1511-W080-P01.002 Salaries	\$100.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUND FOR THE GENERAL FUND/D00 FUND

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

BELMONT COUNTY GENERAL FUND AND THE BELMONT COUNTY DRUG TASK FORCE FUND/Y88

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9888-Y088-Y01.500 Donations	\$6,500.00

JUVENILE COURT/SPECIAL PROJECTS FUND/S96 AND THE PROBATE COURT/MEDIATION FUND/C55 TO THE GENERAL FUND

FROM	TO	AMOUNT
E-1589-S096-S12.000 Other Expenses	R-0400-A000-A47.574 Transfers In	\$5,000.00
E-1654-C055-C02.000 Other Expenses	R-0400-A000-A47.574 Transfers In	\$5,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of January, 2014.

Gross Wages P/E 01/11/14 to 01/25/14

GENERAL FUND

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,193.87
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	435.12
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,436.37
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,442.22
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	4,133.05
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	1,826.73
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	639.76
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	4,978.86
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	5,999.39
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,263.24
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,190.20
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	3,840.63
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,668.73
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,398.08
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	6,123.76
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	4,764.65
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	6,327.83
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,163.93
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	803.72
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,427.28
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,825.98
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,015.70

BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>570.68</u>
			75,501.78
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,260.42
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F03.002	R-9895-Y095-Y01.500	442.77
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	1,838.59
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	669.32
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	720.71
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	776.53
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,565.35
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	42,969.57
WINDSTORM -HUMAN SERV	E-2600-H005-H12.000	R-9895-Y095-Y01.500	3,308.34
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,590.20
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,170.05
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	968.44
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	15,313.34
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,157.34
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	739.20
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	313.60
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,154.60
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	866.50
Intake Coordinator	E-0400-M062-M02.000	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,175.69
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	557.63
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,658.75
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	7,954.18
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	1,014.08
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,396.66
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	200.22
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	40.69
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	700.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,665.28
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	8,006.91
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,911.01
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	296.16
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	23,693.62
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	13,573.53
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.98
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,841.13
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	167.20
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	114.20
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	596.32
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	145.08
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,138.70
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	205.80
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	481.40
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	605.28
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
		TOTAL	242,600.41

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR FORT DEARBORN LIFE INSURANCE CHARGEBACKS FOR THE THIRD QUARTER PERIOD: (DEC., 2013, JAN. & FEBRUARY, 2014)

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Fort Dearborn Life Insurance Chargebacks for the Third Quarter (Dec., 2013, Jan. & February, 2014)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	1,875.85
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	0.00
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	38.25
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	58.68
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	15.30
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	183.60
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	300.72
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	5.10
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	0.00
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	12.75
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	38.25
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	24.24
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	186.15
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	58.68
E-3701-P003-P31.000	WATER/SEWER WWS #2	R-9891-Y091-Y05.500	41.86
E-3702-P005.P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	120.81
E-3704-P051-P15.000	WATER/SEWER SSD #1	R-9891-Y091-Y05.500	28.26
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	29.58
E-3706-P055.P15.000	WATER/SEWER SSD #3A	R-9891-Y091-Y05.500	4.62
E-3707-P056-P15.000	WATER/SEWER SSD #3B	R-9891-Y091-Y05.500	1.85
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	7.65
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	15.30
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	55.26
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	102.03
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	665.55
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	79.11
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	24.17
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	0.00
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	17.00
	PUBLIC HLTH EMERGENCY		
E-2231-F083-F01.002	PREPAREDNESS	R-9891-Y091-Y05.500	3.00
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	0.00
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	26.00
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	43.35
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	17.91
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	7.65
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	7.65
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	15.30
E-0400-M060-M64.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	0.00
E-0400-M060-M75.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	12.78
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	22.95
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	15.30
E-0400-M079-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	0.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	7.65
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	2.55
	Total amount this transfer		2,296.86

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated February 12, 2014, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **GENERAL FUND - \$211,426.68** deposited into R-0010-A000-A06.500 on 01/31/13 for January (October-December, 2013) Casino Revenue.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

AUDITOR – Andrew L. Sutak to travel to Chicago, IL, on Feb. 24-26, 2014, to attend a meeting on the Moody rating with Commissioners and Andy Brossart.

COMMISSIONERS - Ginny Favede, (Feb. 24, 2014) Matt Coffland and Mark Thomas to travel to Chicago, IL, on Feb. 23-25, 2014, to attend a Moody’s rating meeting. Mrs. Favede will use a county car. Estimated expenses: \$500.00 each.

DJFS – Michael Schlantz to travel to Cadiz, OH, on Feb. 13, 21, 24, and March 6, 2014, to attend various meetings at Harrison Co. DJFS. Estimated expenses: \$48.00

Lisa Fijalkowski to travel to Columbus, OH, on Feb. 21, 2014, to attend State Meeting. Brenna Rocchio and Lisa Fijalkowski to travel to Tuscarawas County on March 4, 2014, to attend an Administrative Meeting. Estimated expenses: \$36.00

ENGINEER – Deputy Engineer Michael Wahl to travel to Columbus, OH, on March 11-12, 2014, to attend the 2014 Ohio Storm Water Management and Drainage Conference. Estimated expenses: \$250.00

SANITARY SEWER DISTRICT – Eric Taylor to travel to Columbus, OH, on Feb. 28, 2014, to take the Ohio EPA Water Test. A county vehicle will be used.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM - Richard Hord asked for an update on the hiring of a permanent Director for the Dept. of Job & Family Services. Mr. Thomas noted that issue is on the table to be addressed along with many others. Mr. Hord asked if Mr. Hacker could provide quarterly updates and answer questions on the Senior Services Program at a Commissioners’ meeting. Mr. Thomas said Mr. Hacker could be put on the agenda, possibly later in March. Mr. Thomas noted that this would not be for the board’s purposes as they follow this daily.

Frank Papini, who lives in Pease Township where there is no money to pay to keep the street lights on, asked if the townships are funded equally by the Board. Commissioner Coffland said he thinks it is an equal percent but not an equal amount based on property value. Mr. Papini asked if a new road in Richland Township will have money for street lighting. Mr. Thomas explained he was co-mingling governments. You cannot do that. Mr. Thomas again offered to sit down with Mr. Papini to explain how township government works, how county government works and local government funds. He advised Mr. Papini again that what he is asking the board to do (provide money for the township street lighting), it cannot do.

Jeannie Dunlap from Centerville expressed concern about the board making one central senior center location for all seniors. Mr. Coffland stated, “We’re not. I don’t see that. We understand how important the centers are in each community. I think we all understand that.” He added that was how he felt, but he thinks all of the board agrees on that.

IN THE MATTER OF CHANGING THE DATE OF A REGULAR WORK SESSION DUE TO A SCHEDULING CONFLICT

Motion made by Mr. Thomas, seconded by Mr. Coffland to hold the board’s regular work session at 9:00 a.m. on Thursday, February 20, 2014, instead of Monday, February 24, 2014, due to a scheduling conflict and to notify the media of the same.

DISCUSSION – Mr. Thomas advised the board will be in Chicago making a presentation to Moody’s Investor Services to renew our bond rating. He said the board went to New York City several years ago and made a presentation. Auditor Sutak will also be joining the board. Belmont County currently has an excellent bond rating. Because we are in the process of refunding and refinancing and also add to the refinancing some monies for infrastructure improvements throughout the county, Moody’s wants the board to come back in and make a financial presentation. Each one of the Commissioners will also make a presentation on issues such as infrastructure, economic development, parks, recreations, and public education facilities to give them an overview of who we are, where we are, what we are doing and where we are going. They take all of that information and look at the finances and will issue a bond rating. This is important to what type of interest rate we get on any monies that we borrow. The higher the rating, the lower the rate.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE PROSECUTING ATTORNEY’S FURTHERANCE OF JUSTICE ANNUAL REPORT

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the Belmont County Prosecuting Attorney’s Furtherance of Justice annual report for the year 2013 in accordance with O.R.C. Section 325.12.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A RENEWAL OF AGREEMENT WITH SIMPLEXGRINNELL FOR FIRE ALARM PARTS AND LABOR CONTRACT WITH ANNUAL INSPECTION/BELMONT CO. JAIL

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a renewal agreement with SimplexGrinnell for **Fire Alarm Parts and Labor Contract with Annual Inspection** for the Belmont County Jail in the amount of \$7,778.00, effective February 1, 2014 through January 31, 2015.

**Tyco
Simplex Grinnell**

Pittsburgh District #546
Simplex Grinnell
220 W Kensinger Drive, Suite 400
Cranberry Township, PA 16066
Tel: 724 741 3400
Fax: 877 477 9522
www.simplexgrinnell.com

December 14, 2013
Belmont County Jail
68137 Hammond Road
Saint Clairsville, OH 43950
Reference: Contract #4983
Dear Valued Simplex Customer,

We want to thank you for the opportunity to provide our life safety products and services to your organization. It is a privilege to be your provider of choice.

Our records indicate that your equipment and/or services covered under your annual Service Agreement will expire on January 31, 2014. We would like the opportunity to provide you with the highest quality service by obtaining your approval for renewal at this time. Your Service Agreement assures you the highest factory trained technician's available, local and national parts availability as well as national technical and engineering support.

In order for your Purchase Order and your authorization to appear on your automatic renewal invoice, please complete the bottom of this letter and return to my attention as soon as possible. You can fax your authorization to 724-772-2667 or you can sign, scan and email it back to us at DOndrusek@simplexgrinnell.com.

We thank you for your past trust in SimplexGrinnell. We are looking forward to your continued patronage. If you have any questions, please contact me.

Sincerely,

Jeff Zeckowski /s/

Total Service Manager

724-741-3405

Jzeckowski@simplexgrinnell.com

PURCHASE AUTHORIZATION

COVERAGE TYPE: Fire Alarm Parts and Labor Contract with Annual Inspection

COVERAGE PERIOD: February 1, 2014 to January 31, 2015

ANNUAL COST \$7,778.00

(+ TAX if applicable)

PO# 520893

(IF REQUIRED)

AUTHORIZED BY: Belmont County Commissioners

(PLEASE PRINT)

TELEPHONE NUMBER (740) 699-2150

EMAIL ADDRESS: Barb.Blake@co.belmont.oh.us

SIGNATURE *Matt Coffland /s/ Mark A Thomas /s/ Ginny Favede /s/*

Please fax back to 724-772-2667

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO SIGN THE AMENDMENT TO THE OHIO ATTORNEY GENERAL'S OFFICE MOVING OHIO FORWARD DEMOLITION PROGRAM AGREEMENT

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Matt Coffland to sign the **Amendment To The Ohio Attorney General's Office Moving Ohio Forward Demolition Program Agreement** that was executed on July 19, 2012 to extend the End Date for the Award Period to May 31, 2014. All other terms and conditions of the Agreement remain the same.

AMENDMENT TO OHIO ATTORNEY GENERAL'S OFFICE MOVING OHIO FORWARD DEMOLITION PROGRAM AGREEMENT

WHEREAS, the Ohio Attorney General ("Attorney General") and the Belmont County Board of Commissioners ("Lead Entity") entered into an Agreement executed on July 19, 2012; and

WHEREAS, the Attorney General and Lead Entity now desire to amend the Agreement to extend the Award Period set forth under the Agreement;

NOW THEREFORE, the Attorney General and the Lead Entity agree to enter into this Amendment to the Agreement ("Amendment") as follows:

1. Delete the End Date of the Award Period set forth in the header of the Agreement and replace it with an End Date of May 31, 2014.
2. All other terms and conditions of the Agreement remain the same.
3. This Amendment is effective as of the date of signature by the Attorney General.

BELMONT COUNTY BOARD OF COMMISSIONERS

By: *Matt Coffland /s/*

Name: Matthew Coffland

Title: President

Date: 2-12-14

OHIO ATTORNEY GENERAL

By: _____

Matthew J. Lampke

Mortgage Foreclosure Counsel

Date: _____

Approval as to form:

By: *Jessica B. Tom /s/*

By: Jessica B. Tom

Associate Assistant Attorney General

Executive Agencies, Business Counsel Unit

Date: 1/31/14

Amendment to Ohio Attorney General's Office Moving Ohio Forward Demolition Program Agreement

AGO Contract #2799

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 RENEWAL OF THE TITLE IV-D CONTRACT BETWEEN BELMONT CO. CSEA AND THE BELMONT CO. PROSECUTOR FOR LEGAL SERVICES

Motion made by Mr. Thomas, seconded by Mr. Coffland, as the co-appointing authority for Belmont County Department of Job & Family Services, to approve and sign the renewal of the **Title IV-D Contract between Belmont County Child Support Enforcement Agency and the Belmont County Prosecutor for legal services**, effective January 1, 2014 through December 31, 2014 in the amount of \$77,430.67 based on a unit rate of \$ 42.54; 66% Federal Funds in the amount of \$51,104.24, Local match of 34% in the amount of \$ 26,326.43.

Ohio Department of Job & Family Services

IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the **Belmont** County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with the **Belmont County Prosecutor** (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from **01/01/14** through **12/31/2014**, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: **One hour of legal services rendered for the purposes of establishing paternity, establishing orders, enforcing orders, prosecuting criminal nonsupport cases, and performing other specified tasks as related to the CSEA and IV-D programs. Contractor will only bill the CSEA for actual time worked on CSEA-initiated cases.**

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative

Initials of Authorized Court Representative

4. IV-D Contract Costs:

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is **\$42.54** per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

- 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is **\$77,430.67**.

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$26,326.43	Local Sources
FFP Reimbursement	\$51,104.24	
Total IV-D Contract Cost	\$77,430.67	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** **The performance standards** shall be based upon the requirements in 45 CFR Part 303. The performance standards **are attached to this IV-D Contract in a separate document with a label** at the top of the first page that reads, "Performance Standards."

7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of **8 A.M.** and **5 P.M.** on the following days (**Monday through Friday**) with the exception of the following days: **all county and court holidays**.

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.
17. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
18. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
19. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
20. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
21. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
22. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
23. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
24. **Termination: This IV-D Contract may be terminated:**
 - 24A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 24B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 24C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 24D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 24E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 24F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

<u>Lisa Fijalkowski /s/</u> Signature of CSEA's Representative 2/6/14 Date of Signature	<u>Lisa Fijalkowski, Director</u> Printed Name of CSEA's Representative
--	--

<u>Daniel P. Fry /s/</u> Signature of Contractor's Representative 2-3-14 Date of Signature Prosecuting Attorney Printed Title of Contractor's Representative	<u>Daniel P. Fry</u> Printed Name of Contractor's Representative 147 W. Main St. Printed Street Address of Contractor St. Clairsville, OH 43950 Printed City, State, and Zip Code of Contractor
--	--

<u>Mark A. Thomas /s/</u> Signature of County Commissioner or Representative 2-12-14 Date of Signature <u>Ginny Favede /s/</u> Signature of County Commissioner or Representative 2-12-14 Date of Signature	<u>Matt Coffland /s/</u> Signature of County Commissioner or Representative 2-12-14 Date of Signature David K. Liberati /s/ (Assistant) Signature of Prosecutor, if required by County Commissioners 2-10-14 Date of Signature
--	---

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 SECOND AMENDMENT TO THE CONTRACT BETWEEN BCDJFS AND THE JEFFERSON COUNTY COMMUNITY ACTION COUNCIL, INC.- ADMINISTRATIVE ENTITY FOR WIA-16

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the second amendment to the contract dated October 1, 2013, between Belmont County Department of Job & Family Services and the Jefferson County Community Action Council Inc.- Administrative Entity for Workforce Investment Area 16 (WIA-16), to increase the contract by \$2000.00 for Ohio Means Jobs Branding funding. This will be used for WIA 16 area-wide marketing of "Ohio Means Jobs." New Contract Total: \$66,276.56.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
 Purchase of the Performance of Services Contract
 Jefferson County Community Action Council, Inc – Administrative Entity WIA-16
 Contract Amendment – Second Amendment**

The contact dated October 1, 2013 between the Belmont County Department of Job and Family Services and the Jefferson County Community Action Council, Inc. is hereby amended as follows:

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of WIA Funds (CFDA # 17.258 Adult, CFDA # 17.278 Dislocated Worker CFDA #17.259 Youth). The amount of reimbursement to Contractor under the terms of this contract is **\$64,276.56 of WIA Funds** (CFDA # 17.258 Adult, CFDA #17.278 Dislocated Worker, CFDA #17.259 Youth).

First Contract amendment added the ability to charge to NEG26 Wind storms (CFDA #17.277), NEG25 Flood (CFDA # 17.277) as well as BRN. Business Resource Network, (CFDA # 17.283) grants. This amendment provided the ability to direct charge when appropriate using either admin or program to original and these additional three grants. No funding level change is included.

Second and current Contract Amendment adds \$2,000 OMJ Branding Funding (CFDA # 17.258) that is to be used for WIA16 area wide marketing of the Ohio Means Job centers (formerly one-stop centers.) This increases the total contract to \$66,276.56.

In the event that additional funding is acquired under National Emergency Grants (NEG) or any other grant, a modification to this contract is authorized increasing the funding by the amount approved by the COG not to exceed the amount authorized in the NEG or other grant. The modification will identify the NEG by name (CFDA # 17.277) and the amount of the increase.

Payment would then be invoiced identifying the programs being charged.

All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

Signatures:

<u>Lisa Fijalkowski /s/</u> Lisa Fijalkowski	2/7/14 Date
---	----------------

Belmont County Department of Job and Family Services
(Fiscal Agent for Workforce Investment Area 16)
 310 Fox Shannon Place
 St. Clairsville, OH 43950

<u>Barbara V West /s/</u> Barbara West	2-6-14 Date
---	----------------

CEO Jefferson County Community Action Council, Inc

114 N 4th Street
Steubenville, OH 43952

<u>Dean Holtsclaw /s/</u>	<u>2/6/14</u>
WIA-16 Workforce Investment Board Chair	Date
<u>Dr. Thomas E. Graham /s/</u>	<u>2-7-14</u>
WIA-16 Council of Government Chair	Date
<u>Matt Coffland /s/</u>	<u>2-12-14</u>
Belmont County Commissioners	Date
<u>Ginny Favede /s/</u>	<u>2-12-14</u>
Belmont County Commissioners	Date
<u>Mark A. Thomas /s/</u>	<u>2-12-14</u>
Belmont County Commissioners	Date
<u>David Liberati /s/ Assistant</u>	<u>2-10-14</u>

<u>2/6/14</u>
Date
<u>2-7-14</u>
Date
<u>2-12-14</u>
Date
<u>2-12-14</u>
Date
<u>2-12-14</u>
Date
<u>2-10-14</u>
Date

Approved as to form:

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AGREEMENT WITH VAUGHN, COAST & VAUGHN, INC., FOR ENGINEERING SERVICES RELATIVE TO THE EXIT 208 WASTEWATER TRANSMISSION SYSTEM IMPROVEMENT PROJECT/VBCSSD

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into agreement with Vaughn, Coast & Vaughn, Inc. in the amount of \$48,000.00, effective January 6, 2014, for professional engineering services relative to the Exit 208 Wastewater Transmission System Improvement Project, based upon the recommendation of Mark Esposito, Director, Belmont County Sanitary Sewer District.

Note: Costs will be paid from the N-81 fund-Exit 208 Lift Station Upgrade.

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

AGREEMENT
BETWEEN OWNER-BELMONT COUNTY BOARD OF COMMISSIONERS AND
ENGINEER- VAUGHN, COAST & VAUGHN, INC. FOR
PROFESSIONAL SERVICES

Prepared by
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



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

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Copyright © 2008 National Society of Professional Engineers

1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

www.asce.org

Associated General Contractors of America

2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118

www.agc.org

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER	11
1.01 Scope.....	11
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	11
2.01 General.....	11
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	12
3.01 Commencement.....	12
3.02 Time for Completion	12
ARTICLE 4 – INVOICES AND PAYMENTS	12
4.01 Invoices.....	12
4.02 Payments.....	12
ARTICLE 5 – OPINIONS OF COST	12
5.01 Opinions of Probable Construction Cost.....	12
5.02 Designing to Construction Cost Limit	12
5.03 Opinions of Total Project Costs	12
ARTICLE 6 – GENERAL CONSIDERATIONS.....	12
6.01 Standards of Performance.....	12
6.02 Design Without Construction Phase Services.....	13
6.03 Use of Documents.....	13
6.04 Insurance	13
6.05 Suspension and Termination	13
6.06 Controlling Law.....	14
6.07 Successors, Assigns, and Beneficiaries.....	14
6.08 Dispute Resolution.....	14
6.09 Environmental Condition of Site.....	14
6.10 Indemnification and Mutual Waiver	14
6.11 Miscellaneous Provisions	15
ARTICLE 7 – DEFINITIONS.....	15
7.01 Defined Terms	15
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	16
8.01 Exhibits Included.....	16
8.02 Total Agreement	16
8.03 Designated Representatives.....	16
8.04 Engineer’s Certifications.....	16

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

THIS IS AN AGREEMENT effective as January 6, 2014 (“Effective Date”) between
of _____

Belmont County Board of Commissioners (“Owner”) and

Vaughn, Coast & Vaughn, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Exit 208 Wastewater Transmission System Improvements (“Project”).

Engineer's services under this Agreement are generally identified as follows:
Design, permitting, bidding, and construction administration services for installation of new force main from CR 84 to manhole on SR 331 near Belmont County Health Dept. and improvements to Exit 208 Lift Station and other lift stations west of intersection of CR 84/US 40.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement, provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
 - I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
 - J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
 - K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
 - L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.
- 6.02 *Design Without Construction Phase Services*
- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.
- 6.03 *Use of Documents*
- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
 - B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
 - C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
 - D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
 - E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
 - F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- 6.04 *Insurance*
- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
 - B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
 - C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
 - D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
 - F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
 - G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.
- 6.05 *Suspension and Termination*
- A. *Suspension:*
 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

- B. *Termination*: The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination*: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination*:
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
- 6.06 *Controlling Law*
- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- 6.07 *Successors, Assigns, and Beneficiaries*
- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.
- 6.08 *Dispute Resolution*
- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.
- 6.09 *Environmental Condition of Site*
- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.
- 6.10 *Indemnification and Mutual Waiver*
- A. *Indemnification by Engineer*: To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death,

or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
 - C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
 - D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
 - E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.
- 6.11 *Miscellaneous Provisions*
- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
 - B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
 - C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
 - D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
 - E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
 9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
 10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
 11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
 12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
 13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
 14. *Engineer* – The individual or entity named as such in this Agreement.
 15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
 16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work. **Not included.**
- F. Exhibit F, Construction Cost Limit. **Not included.**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. **Not included.**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 Total Agreement:

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives:

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications:

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner:

Belmont County Board of Commissioners

Engineer:

Vaughn, Coast & Vaughn, Inc.

By: Matt Coffland /s/
Ginny Favede /s/
Mark a. Thomas /s/
Title: Belmont County Commissioners
Date Signed: 2-12-14

By: Jeffrey A. Vaughn /s/
Title: Vice-Pres.
Date Signed: 1-14-14
Engineer License or Firm's Certificate 01020
No. _____
State of: Ohio

Address for giving notices:
101 Main Street
St. Clairsville, Ohio 43950
Designated Representative (Paragraph 8.03.A):

Address for giving notices:
154 S. Marietta St.
St. Clairsville, Ohio 43950
Designated Representative (Paragraph 8.03.A):

Title: _____
Phone Number: _____
Facsimile Number: _____
E-Mail Address: _____

Title: _____
Phone Number: _____
Facsimile Number: _____
E-Mail Address: _____

Approved as to form:
David K. Liberati /s/ (Assistant)
Belmont County Prosecutor
1-27-14
Date

Upon roll call the vote was as follows:

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

DISCUSSION – Mr. Coffland explained the BCSSD Director advised they have 5 or 6 project that they had to move on immediately. The board set up money line items to get engineering and permits started on 4 of the projects. Wilbur Winland asked for an explanation on the county's budget and what projects are lined up that will require additional bond debt for the county. Mr. Coffland said the board can address this in Open Public Forum after finishing up with motions and agenda items.

IN THE MATTER OF APPOINTING MR. GREGG WARREN TO THE BELMONT CO. PUBLIC DEFENDER COMMISSION

Motion made by Mr. Thomas, seconded by Mr. Coffland to appoint Mr. Gregg Warren to the Belmont County Public Defender Commission for a four year term effective February 12, 2014, to February 12, 2018.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AN AMENDMENT TO THE MINUTES OF THE MEETING OF NOVEMBER 13, 2013 UNDER OPEN PUBLIC FORUM-DISCUSSION CONTINUED RE: I-70/MALL ROAD CONNECTOR PROJECT

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve an amendment to the minutes of the meeting of November 13, 2013 under **Open Public Forum-Discussion Continued Re: I-70/Mall Road Connector Project** to correct the amount stated by Mrs. Favede that was set aside for the Eastern Ohio Regional Industrial Park from \$900,000 to \$700,000.

Upon roll call the vote was as follows:

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

Note: Mr. Thomas abstained as he was not in office at that time of the discussion.

IN THE MATTER OF DISCUSSION HELD RE: PROPOSED JOINT WATER SYSTEM UPGRADE PROJECT BETWEEN XTO AND BELMONT COUNTY SANITARY SEWER DISTRICT FOR THE SAND HILL STATION

Amy Dobkin, Community Relations Manager, XTO Energy introduced herself and some of her team members from XTO Energy, Gary Beall, Jerry Robinson, Cody Gilliau, and Jeremy Eikenberry. They wished to discuss a proposed water system upgrade to the Sand Hill Station that could be a joint project between the county and XTO Energy. They are currently a customer of the Belmont County Sanitary Sewer District and they purchased water from the district for use in one of their locations. By doing this, they minimize their truck traffic during operations and they also supported the county by being a customer of the water system. The proposed project would include the installation of approximately four (4) miles of new waterline, a new pumping station and a power upgrade, fire hydrants, gate valves, air release and pressure reducing valves. It would also reconnect 60 home to the line. As a next step they welcome a discussion between their experts and the county's experts, if that is something that could be discussed. Mr. Thomas said we did discuss that and it had been decided that probably the best way to do this, involving a lot of technical issues, was to have the experts meet outside of the Commissioners' meeting. The board wanted XTO to come in to do what was done today and let the residents and the media know. Mr. Thomas noted the board is getting requests from companies like XTO to improve and upgrade our infrastructure. He said if we took all of the requests, we are literally over \$20 million. What is being proposed here generally would be a joint collaborative effort between a private entity and a public entity working together for a common goal. He said this is why we are refinancing the bonds and also adding additional money to borrow for purposes of working with partners like XTO. This will ultimately come back and benefit the county.

Ms. Dobkin explained in their operations they have a need for water. The can truck it in from various locations or can take advantage of working together with the county to purchase water, but it needs to come in at a certain rate to be useful to their needs. As part of this upgrade, it should increase the flow rate of that water as well. Mrs. Favede said this is another by-product that tends to be a benefit to the county. The Road Use Maintenance Agreements (RUMA) are improving our roads. She stated that according to Engineer Fred Bennett at this point \$3 million has been invested in road upgrades since the oil and gas industry began. The other is the by-product that the infrastructure that's a necessity for XTO's operations will become the county's benefit afterwards because we will still own the waterlines and will have the opportunity for additional water infrastructure to be put into Belmont County at a shared cost.

Mr. Coffland stated that just to keep up with the demand that just XTO would like to see, we have to upgrade our wells at a cost of about \$2.6 million alone in order to produce more water. He said we are getting caught both ways; with the oil and gas industry water demands and the county is moving with retail. Many upgrades are needed at the 208 Exit, the Mall Road, Rt. 40 at the new CVS construction, and on the north side of Rt. 40 at our pump station. He said he thinks we need to lay out the money to get everything moving to make it all work. He added this is good for Belmont County not only on the industry side with great paying jobs that will help feed the retail side, which is what runs our county.

Sanitary Sewer District Mark Esposito and Project Manager Kelly Porter joined the meeting. Mr. Esposito took questions from members of the audience. He advised this project will involve reconnecting 60 homes and will include separate lines that can withstand the necessary water pressure. He said the Exit 208 sewage upgrade would allow more sewage to move to the treatment plant. An additional force main and larger pumps are also needed. He said this will also benefit residents by increasing capacity. In response to Mr. Winland's request for a project estimate, Ms. Dobkin said it is too preliminary for Sand Hill. Mr. Esposito said they are waiting for an engineer's estimate. Mr. Esposito said whether XTO had come or not, the Sand Hill upgrades were needed but now a lot of the cost will be taken by XTO instead of the residents. He said this will help the residents in the end once XTO's needs are met.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:15 A.M.

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Sheriff Dave Lucas pursuant to ORC 121.22(G)(1) Personnel Exception to consider the appointment and compensation of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:45 A.M.

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

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.

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

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the minutes of the Belmont County Board of Commissioners regular meetings of November 20, November 26 and December 4, 2013.

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION OF 3 UNNAMED 14 FOOT ALLEYS IN BAILEY'S MILLS/ WARREN TOWNSHIP, SEC. 31, T-8, R-6/RD IMP 1121

Office of County Commissioners
Belmont County, Ohio

A Public Road

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 12th day of February, 2014, at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Thomas

RESOLUTION – ORDER TO CLOSE ROAD
Sec. 5553.10 R.C

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, at least ten days have elapsed since the final order of the board in the matter of this improvement, and

WHEREAS, no person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, that it is hereby ordered that the proceedings be recorded as provided by law, and that said roads be ¹vacated, as ordered heretofore, made on journal of the date of January 29, 2014, and a copy of this resolution be forwarded to the Warren Township Trustees.

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

<u>Mr. Thomas</u>	_____	, <u>Yes</u>
<u>Mr. Coffland</u>	_____	, <u>Yes</u>
<u>Mrs. Favede</u>	_____	, <u>Yes</u>

Adopted the 12th day of February, 2014

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

February 12, 2014

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:50 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 10:50 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 19th day of February, 2014.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK