

St. Clairsville, Ohio

February 16, 2011

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede and Matt Coffland, Commissioners and Jayne Long, Clerk of the Board. Absent: Commissioner Charles R. Probst, Jr. (*due to illness*)

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

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

**"BILLS ALLOWED"**

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-BP	Gasoline-Coroner/General Fund	205.50
A-Draft-Co, Inc.	Tax Map Conversion-GIS Projects/General Fund	1,453.96
B-Crossroads Counseling	January counseling/Indigent Drivers Alcohol Fund	1,532.96
B-Crossroads Counseling	Court ordered counseling/Indigent Drivers Alcohol Fund	2,347.68
G-Belmont Co. Tourism Council, Inc.	February Operating Expenses/Lodging Excise Tax Fund	20,000.00
N-Securicom, LTD	Contracted Projects/Sargus Remodeling Fund	168.57
N-U S Bridge	Galvanizing Paint/Bridge & Retaining Wall Constr. Improve. Fund	351.00
P-Ace Disposal	January service/Oakview Admn. Bldg. Fund	103.91
P-Belmont Co. GIS	Contribution/BCSSD Funds	5,000.00
P-WW System #3	Purchased Water/WWS#2 Revenue Fund	39,169.87
P-Zep Manufacturing Co.	Supplies/BCSSD Funds	845.32
S-AT&T Mobility	Internet/Northern Div. Court Computer Fund	61.09
S-Beth A. Andes, MS, PCC	Contracted Counselor/District Detention Home Fund	1,032.50
S-Comcast	Internet/Clerk of Courts Computer Fund	167.95
S-Eastern Division Court	January credit card/Eastern Ct. General Special Projects Fund	25.95
S-Frank Fregiato	Reimburse mileage & meals/Northern Ct. General Special Projects Fund	300.70
S-PNC Bank	Program Activities/District Detention Home Fund	206.98
S-Rea & Associates, Inc.	January Professional Services/In Home Care Levy-Com on Aging Fund	1,250.00
S-TSG	Port switches/Western Div. Court Computer Fund	1,428.84
S-TSG	Printer/Eastern Div. Court Computer Fund	270.00
W-Clerk of Courts	Printing Fees-Times Leader/Law Library Fund	2,424.87
W-Dave Yost, Auditor of State	Financial Audit/Law Library Fund	703.56
W-Delinquent Tax Collectors of Ohio	Tax collections/DRETAC Treasurer's Office Fund	1,105.83
W-Lexis Nexis	Monthly charges/Law Library Fund	7,099.00
W-Matthew Bender Co.	Books/Law Library Fund	2,204.66

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the Recapitulation of Vouchers dated for February 16, 2011 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$15,953.76; \$12,461.18; \$19,488.55
A-GENERAL/AUDITOR	\$2,837.73
A-GENERAL/THOBURN	\$5,465.89
A-GENERAL/JUVENILE	\$247.90
A-GENERAL/SHERIFF	\$12,549.48
A-GENERAL/911	\$4,716.19
B-Dog and Kennel	\$1,407.01
B-Enforcement Education Fund	\$26.00
E-911	\$10,141.85
H-Job & Family, CSEA	\$32,578.57; \$6,296.36
H-Job & Family, Public Assistance	\$39.04; \$444.85; \$141,352.11; \$1,988.35; \$4,083.00
H-Job & Family, WIA	\$9,611.60; \$18,970.74; \$1,425.87
K-Engineer MVGT	\$35,393.18; \$675.09; \$8,673.66
M-Juvenile Ct. – Care and Custody	\$900.00
M-Juvenile Ct. – Placement II	\$88.80
M-Juvenile Ct. – Title IV-E Reimb.	\$753.95
M-Juvenile Ct. – Truant Officer Grant	\$109.80
P-Sanitary Sewer District	\$10,485.54; \$5,046.62; \$1,593.16; \$15,275.27; \$3,438.25; \$8,115.14; \$12,756.11; \$6,737.32
S-District Detention Home	\$1,255.19
S-Job & Family, Children Services	\$51,791.61; \$4,099.27; \$239.99
S-Juvenile Ct. General Special Projects	\$615.00
S-Oakview Juvenile Residential Center	\$452.53
S-Sheriff CCW	\$1,637.00
S-Western Court Special Projects	\$600.00
T-Sanitary Sewer District	\$40.46

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND  
FOR THE GENERAL FUND/SHERIFF**

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0131-A006-A02.002 Adm. Payroll	E-0131-A006-A15.007 Unemployment (Hummel, Robertson & credit)	\$2,346.81

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>WWS#3</b>	<b>WWS#3</b>	
E-3702-P005-P31.000 OE Oper	E-3702-P005-P34.074 OE Trans Out	100,000.00
E-3702-P005-P17.002 SALARIES	E-3702-P005-P34.074 OE Trans Out	50,000.00
<b>SSD #2</b>	<b>SSD #2</b>	
E-3705-P053-P15.000 OE Oper	E-3705-P053-P16.074 OE Trans Out	15,000.00

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>WWS # 2</b>	<b>WWS # 2</b>	
E-3701-P003-P31.000 OE OPER	E-3701-P003-P28.000 TRVL & EXP	\$500.00
<b>WWS # 3</b>	<b>WWS # 3</b>	
E-3702-P005-P31.000 OE OPER	E-3702-P005-P28.000 TRVL & EXP	\$600.00
<b>SSD # 1</b>	<b>SSD # 1</b>	
E-3704-P051-P15.000 OE OPER	E-3704-P051-P12.000 TRVL & EXP	\$150.00
<b>SSD # 2</b>	<b>SSD # 2</b>	
E-3705-P053-P15.000 OE OPER	E-3705-P053-P12.000 TRVL & EXP	\$110.00
<b>SSD # 3A</b>	<b>SSD # 3A</b>	
E-3706-P055-P15.000 OE OPER	E-3706-P055-P12.000 TRVL & EXP	<u>\$30.00</u>
	<b>TOTAL</b>	<b>\$1,390.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR  
THE JUVENILE COURT GENERAL SPECIAL PROJECTS FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the following transfer within fund for the Juvenile Court General Special Projects Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1589-S096-S08.002 Salaries	E-1589-S096-S12.000 Other Expenses	\$ 3,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/  
MEDIATION FUND-PROBATE COURT TO THE GENERAL FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer between funds from the Mediation Fund-Probate Court to the General Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1654-C055-C02.000 Other Expenses	R-0400-A000-A47.574 Transfers In	\$ 3,000.00

*\*Note – This is to cover costs of Mediation Services provided by Amy Busic and Mickey Flanagan to the Probate Court.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/  
SARGUS REMODELING FUND TO THE GENERAL FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer between funds from the Sargus Remodeling Fund to the General Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9058-N058-N05.075 Advances Out	R-0400-A000-A48.575 Advances In	\$ 17,942.87

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/  
SHERIFF DOMESTIC VIOLENCE GRANT/SHERIFF GENERAL FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the following transfers between funds for the Belmont County Sheriff Dept.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5105-T008-T01.002 Salaries	E-0131-A006-A02.002 Salaries	11,971.08
E-5105-T008-T02.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	2,023.11
E-5105-T008-T03.006 Health Ins.	E-9891-Y091-Y01.006 Health Ins.	4,671.00
E-5105-T008-T04.004 Wrkr's Comp	E-0131-A006-A14.004 Wrkr's Comp	478.84
E-5105-T008-T06.010 Supplies	E-0131-A006-A03.010 Supplies	<u>506.54</u>
<b>TOTAL</b>		<b>19,650.57</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/  
HOLDING ACCOUNT CHARGEBACK FOR JANUARY 2011**

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 2011.

**Gross Wages P/E 01/11/11 to 01/29/11**

**GENERAL FUND**

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	10,895.90
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	0.00
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	950.77
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,780.54
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	5,901.98
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,214.06
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	1,981.12
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	909.87
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,257.82
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	10,197.29
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	6,458.54
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,862.43
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	5,249.70
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	2,616.53
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	9,186.27
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	8,656.87
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	4,096.89
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	7,460.79
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	4,028.32
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,207.41
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,151.57
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,869.31
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	4,099.34
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	37.38
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>392.01</u>
		<b>TOTAL GENERAL FUND</b>	<b>108,462.71</b>

DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,760.43
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	6,118.79
Co Health-Lead Settlement	E-2210-E001-E20.000	R-9895-Y095-Y01.500	73.00
Trailer Parks	E-2211-F069-F02.002	R-9895-Y095-Y01.500	
Sewage Program	E-2227-F074-F03.002	R-9895-Y095-Y01.500	
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	594.00
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	768.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	365.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	355.00
Women's Health	E-2217-F079-F01.002	R-9895-Y095-Y01.500	253.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	274.00
PH Emer Readiness	E-2229-F081-F01.001	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,031.50

HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	72,138.54
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	6,806.46
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	377.66
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,456.66
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	17,876.06
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	6,741.01
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,487.53
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	462.00
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,508.00
Care and Custody-Restitution	E-0400-M060-M61.003	R-9895-Y095-Y01.500	237.04
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	1,179.64
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	763.62
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	779.11
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	711.31
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	2,315.48
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	10,637.40
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	786.27
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,928.21
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	224.94
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	49.63
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	174.69
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,171.14
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	9,364.58
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	10,955.76
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	4,378.26
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	30,897.47
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	1,123.47
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	119.56
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,122.90
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	403.20
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	312.40
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	266.50
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	956.86
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUVENILE CRT-GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	4,116.05
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	149.00
Welcome Home	E-2226-T079-T01.002	R-9895-Y095-Y01.500	
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	282.69
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	748.77
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	950.76
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
		<b>TOTAL</b>	<b>319,016.06</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE GENERAL FUND/MAGISTRATE**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 16, 2011.

E-0063-A002-B25.002	Salaries	1,448.93
E-0063-A002-B28.003	PERS	<u>1,500.00</u>
<b>TOTAL</b>		<b>2,948.93</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE GENERAL FUND/ENGINEER**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 16, 2011.

E-0069-A011-A11.000	GIS-Projects	\$ 1,000.00
---------------------	--------------	-------------

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE 911 WIRELESS FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 4, 2011.

E-2301-E011-E01.011 Contract Services \$ 25,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE SOIL CONSERVATION FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 16, 2011.

E-1810-L001-L01.002	Salaries	4,496.00
E-1810-L001-L09.000	Travel & Expenses	1,000.00
E-1810-L001-L11.003	OPERS	1,000.00
E-1810-L001-L12.004	Workers Comp	1,448.50
E-1810-L001-L14.000	Other Expenses	1,500.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE M79 TRUANT OFFICER FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 16, 2011.

<b>Fund</b>	<b>Title</b>	<b>Amount</b>
<b>TRUANT OFFICER</b>		
E-0400-M079-M01.002	Salary	7,500.00
E-0400-M079-M02.008	Fringes	3,000.00
E-0400-M079-M03.003	PERS	2,000.00
E-0400-M079-M04.000	Other Expenses	<u>1,000.00</u>
<b>TOTAL</b>		<b>13,500.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE BHJD – SARGUS REMODELING FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 16, 2011.

E-9058-N058-N05.075 Advances Out \$ 17,942.87

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE S017 CHILDREN SERVICES FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 16, 2011.

**BELMONT COUNTY CHILDREN SERVICES**

E-2765-S017-S31.000	Other Expenses	\$ 14,621.75
E-2765-S017-S31.000	Other Expenses	\$ 86,656.25

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR N.S.L.A. OAKVIEW JUVENILE S031 FUND AND  
OAKVIEW YOUTH ACTIVITY FUND S032**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 16, 2011.

**N.S.L.A. OAKVIEW JUVENILE S031**

E-8011-S031-S02.000	Food (Meal Tickets)	45.00
E-8011-S031-S02.000	Food (NSLA)	2,250.80

**ACTIVITY FUND S032**

E-8012-S032-S00.000	Activity Fund (Youth clothing voucher – Jeff. Co.)	175.00
---------------------	--	--------

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE VOTER REG. SYS. GRANT/ELECTION BOARD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 4, 2011.

E-9700-S098-S02.011 Contract Services \$ 480.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE HHS GRANT POLING PLACE ACCESS FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 4, 2011.

E-9714-T002-T05.000 Grant Expenses \$ 2,805.92

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE DOMESTIC VIOLENCE GRANT-SHERIFF**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 16, 2011.

**APPROPRIATIONS TO DOMESTIC VIOLENCE GRANT-SHERIFF'S OFFICE**

ACCOUNT		AMOUNT
E-5105-T008-T01.002	SALARIES	\$ 11,971.08
E-5105-T008-T02.003	PERS/SPRS	\$ 2,023.11
E-5105-T008-T03.006	HEALTH INS.	\$ 4,671.00
E-5105-T008-T04.004	WRKR'S COMP.	\$ 478.84
E-5105-T008-T05.012	EQUIPMENT	\$ 0.00
E-5105-T008-T06.010	SUPPLIES	\$ 506.54
E-5105-T008-T07.000	OTHER EXPENSES	\$ 0.00
	<b>TOTAL</b>	<b>\$ 19,650.57</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE BELMONT COUNTY PROSECUTOR'S OFFICE  
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 16, 2011.

E-1511-W080-P07.006 Hospitalization \$ 255.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE Y88 DRUG TASK FORCE FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 16, 2011.

**BELMONT COUNTY DRUG TASK FORCE FUND**

E-9888-Y088-Y05.000 Drawdown by Prosecutor's Office \$ 4,431.10

Upon roll call the vote was as follows:

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

**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:

**VETERANS** – Lucinda Maupin, John Burkett, Robert Nixon and Christy Taylor to travel to Columbus, OH, on February 24-25, 2011, to attend the Spring Quarterly of the Ohio State Association of County Veterans Service Officers. Estimated expenses: \$650.00

Robert Wallace, Albert Parkhurst, John Purtiman, John Zingo and Chris Ditto to travel to Cambridge, OH, on March 27, 2011, to attend their District 8 meeting. No expenses for travel.

Robert Wallace, Albert Parkhurst, John Purtiman, John Zingo and Chris Ditto to travel to Columbus, OH, on April 1-3, 2011, to attend their Spring Conference. Estimated expenses: under \$1,000.00

Upon roll call the vote was as follows:

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

**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 16, 2011, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the minutes of the Belmont County Board of Commissioners regular meetings of February 2 and February 9, 2011.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCHEDULING REGULAR BOARD OF COMMISSIONERS MEETING**

Motion made by Mr. Coffland, seconded by Mrs. Favede to reschedule the regular meeting of the Board of Commissioners from Wednesday, March 9 to Thursday, March 10, 2011 due to the National Association of Counties (NACO) conference; the meeting will commence at 10:00 a.m.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HOLDING "TOWN HALL" MEETINGS IN WARREN TOWNSHIP AND COLERAIN TOWNSHIP**

Motion made by Mr. Coffland, seconded by Mrs. Favede to hold the following "Town Hall" meetings and to notify the media of the same. Public input is welcome and citizens are encouraged to attend:

- Monday, February 28 at 5:00 p.m., Warren Township Garage, Pultney Ave., Barnesville
- Thursday, March 3 at 6:30 p.m., Colerain Township Garage, Hells Kitchen Rd., Barton

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE IV-D CONTRACT BETWEEN BELMONT CO. CSEA AND BELMONT CO. COMMON PLEAS COURT MAGISTRATE**

Motion made by Mr. Coffland, seconded by Mrs. Favede, as the co-appointing authority for Belmont County Department of Job & Family Services, to approve and sign the IV-D Contract between the Belmont County Child Support Enforcement Agency and the Belmont County Common Pleas Court Magistrate, effective January 22, 2011 through January 21, 2012 in the amount of \$62,955.65.

*Note: Federal Funds: \$41,550.73; Non-Federal Share: \$21,404.92*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING THE ODYS COMMUNITY CORRECTIONS FACILITIES GRANT PLAN FOR OAKVIEW JUVENILE CENTER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Matt Coffland to sign on behalf of the Board of Commissioners for the Ohio Department of Youth Services Community Corrections Facilities Grant Plan for Oakview Juvenile Center's Grant Renewal Application and initial Budget Request for Fiscal Year (FY) 2012; Total FY 2012 Budget Request: \$992,714.00

*Note: This grant provides the operating money for the facility. There is no match required.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR FURNISHING AND INSTALLING SECURITY CAMERAS FOR THE BELMONT COUNTY JAIL**

Motion made by Mr. Coffland, seconded by Mrs. Favede to award the bid for furnishing and installing security cameras for the Belmont County Jail to the low bidder, Erb Electric Co., Inc., Bridgeport, in the amount of \$ 35,788.00, based upon the recommendation of Fred Thompson, Belmont County Sheriff.

*Note: These cameras will supplement the ones currently being used at the Belmont County Jail.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT  
WITH KUCERA INTERNATIONAL, INC./2011 AERIAL  
MAPPING PROJECT FOR GIS DEPARTMENT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter into contract with Kucera International Incorporated, in the amount of \$135,000.00, for the provision of professional surveying and mapping services in connection with the 2011 Aerial Mapping Project for the Belmont County GIS department; the project includes updating aerial orthophotography, building outlines and road centerlines for the Belmont County GIS department.

**CONTRACT AGREEMENT**

**KUCERA INTERNATIONAL INCORPORATED**  
AERIAL PHOTOGRAPHY - DIGITAL PHOTOGRAMMETRY - GIS SERVICES

MAIN OFFICE:	38133 Western Parkway	Willoughby, Ohio 44094	(440) 975-4230
BRANCH OFFICES:	3889 Grove City Road	Grove City, Ohio 43123	(614) 539-3925
	2215 South Florida Avenue	Lakeland, Florida 33803	(941) 686-8640
	1121 Boyce Road, #3100	Pittsburgh, Pennsylvania 15241	(724) 942-2881

This Agreement is made this 9th day of February, 2011, between the Belmont County, Commissioners, 101 W. Main St., St. Clairsville, Ohio, 43950, hereinafter referred to as the "County," and Kucera International Inc., an Ohio corporation, 38133 Western Parkway, Willoughby, OH 44094, hereinafter referred to as the "Consultant."

**WHEREAS**, the County desires to engage the Consultant to provide professional services in connection with the project as outlined in the County's Request for Qualifications (RFQ) for the 2011 Aerial Orthophotography and Planimetrics Update project; and

**WHEREAS**, the Consultant desires to render those services as described below in Section 1: Scope of Services;

**NOW, THEREFORE**, the County and the Consultant in consideration of the mutual covenants contained herein agree as follows:

**SECTION 1: SCOPE OF SERVICES**

The Consultant will provide to the County professional aerial imaging and photogrammetric services covering the County. The services will generally consist of digital aerial photography, airborne control surveying, aerotriangulation, digital elevation model (DEM) review and updating as needed, digital orthophotography at a 6" (0.50') resolution, and photogrammetrically updated structure and road centerline mapping covering the County. The digital aerial photography will be captured in 4-band (RGB and IR) form with a Leica ADS40 aerial camera system with SH51 sensor heads and will be georeferenced to a combination of airborne GPS/IMU and County targeted/surveyed ground control using a softcopy aerotriangulation process. The triangulated/georeferenced aerial imagery will be ortho-rectified to a source DEM, which will be photogrammetrically updated as needed to support the rectification. The existing planimetric feature mapping will be photogrammetrically reviewed and updated to the triangulated aerial imagery. The orthophotography will be delivered in 3-band (RGB) color in uncompressed tif format and the updated planimetrics will be delivered in layered shapefile GIS form.

**The services to be performed are more specifically described in Belmont County's 2011 Aerial Mission overview/deliverable listing except as modified for countywide 1"=100' scale, 6" resolution orthophotography and Kucera's corresponding emailed qualifications and proposal responses, attached hereto as Exhibits A and B, respectively.**

**SECTION 2: DEFINITION OF TERMS**

- A. **Contract Officer** - shall refer to the duly designated County official charged with general administration and coordination of matters related to this Agreement on behalf of the County.
- B. **Project Coordinator(s)** - shall refer to the County's designated person or persons responsible for coordinating all aspects of work to be performed with the Consultant's assigned Project Manager and for review and acceptance or rejection of the Consultant's project deliverables. The Contractor Officer and Project Coordinator may be the same person.
- C. **Project Manager** - shall refer to the person assigned by the Consultant to oversee the Consultant's work, coordinate with the County, and periodically report the status of the work to the Contract Officer or the County's Project Coordinator.
- D. **Project Area(s)** - shall refer to the area(s) designated for which the Consultant shall perform the services referenced and described in this Agreement.
- E. **Work/Deliverables** - shall refer to all data provided to the County corresponding to the contracted services and described herein, e.g., digital orthophoto imagery, reports, etc.
- F. **Delivery** - shall mean the receipt in good order and condition, by the County Contract Officer or Project Coordinator(s), of all deliverables for services purchased by County from Consultant under this Agreement.
- G. **Acceptance** - shall refer to the County's written or verbal acknowledgment of its approval in adequacy, accuracy, and quality of deliverables submitted by Consultant, following the County's successful review of deliverables.
- H. **RFQ** - shall refer to Belmont County's Request for Qualifications for the 2011 Aerial Mission project.
- I. **Proposal** - shall refer to Kucera's 2010/2011 emailed qualifications and proposal to the County for the project work.

**SECTION 3: RESPONSIBILITIES OF THE COUNTY**

- A. The County shall assign a Project Coordinator(s) with the authority to review and approve materials and deliverables submitted by the Consultant to act as liaison between the County and Consultant.
- B. The County shall review any samples or deliverables and approve or comment on same within 90 days of receipt.
- C. The County shall within a reasonable time after a request is received from Consultant answer or address any unforeseen questions that may arise during the course of the work to be performed by Consultant.
- D. The County shall provide any designated County-owned source materials to the Consultant required to complete the project work and shall apprise the Consultant as possible of other known available source materials which may aid in the performance and check of the work.
- E. The County at its expense shall pay for the shipment of any materials to the Consultant.

**SECTION 4: RESPONSIBILITIES OF THE CONSULTANT**

- A. The Consultant agrees to perform in a professional manner all of the services outlined in Section 1: Scope of Services and as further described in Exhibits A and B.
- B. The Consultant agrees that no changes shall be made in the services outlined in Section 1: Scope of Services and/or Exhibits A and B without the express written prior consent and Agreement of the County and the Consultant.
- C. The Consultant shall be fully responsible for the technical adequacy and accuracy of the work. No action by the County in its review, approval and/or acceptance or by any payment made hereunder shall be construed as a waiver of the technical adequacy and accuracy of the Consultant's work.
- D. The Consultant shall assign to the work a Project Manager whose duties will be to oversee and coordinate the work with the County's Project Coordinator(s) and make regular status reports to the County.
- E. The Consultant shall pay for the shipment of all deliverables and materials to the County.

F. The Consultant shall begin to perform the services upon receipt of the County's notice to proceed signed by the Contract Officer or designee of the same and shall complete such work as outlined in Section 5: Time of Completion.

G. The Consultant will retain a backup copy of all significant interim and final data produced for the contract, e.g., raw aerial imagery, updated DEM, digital orthophoto imagery, etc.

H. The Consultant shall obtain any non-County owned/outside source materials designated for use in the completion of the contract work.

#### **SECTION 5: TIME OF COMPLETION**

The Consultant agrees to complete the project work according to the following schedule as outlined in Kucera's proposal:

<i>Phase</i>	<i>Start</i>	<i>Complete</i>
Project initiation	2/1/11	2/20/11
Ground control surveying/targeting (by County)	3/1/11	3/20/11
Aerial image acquisition	3/20/11	4/20/11
Aerial data georeferencing/processing/inspection	4/20/11	5/15/11
Preliminary ortho image delivery	5/15/11	5/30/11
Aerotriangulation	6/1/11	6/30/11
Planimetric and DEM update compilation	7/1/11	10/30/11
Pilot project	10/1/11	10/30/11
Orthophoto production and delivery	11/1/11	12/30/11
Planimetric mapping delivery	12/1/11	1/31/12
Project Wrap-up/metadata delivery	1/15/12	1/31/12

Consultant agrees to exercise reasonable care and diligence in anticipating potential internal problems and delays in completing the work. Such care shall include anticipating and making provision for loss of critical employees, normal failure of equipment, and other such schedule-disrupting occurrences normally experienced and reasonably capable of being anticipated by like organizations.

The contract work shall be completed by January 31, 2012, except as otherwise mutually agreed to by the County and the Consultant for justifiable cause, e.g., significant add-on services, significant changes to scope of work, accelerated delivery incentive, extenuating circumstances as listed below.

Extensions of time can be granted by the County upon written request of the Consultant, provided such request is made prior to the expiration of this Agreement, do not involve acts of failure by Consultant to exercise reasonable care and diligence as noted above, and are based on documented evidence of need under one or more of the following criteria:

- Significant delays in ability to complete aerial photo acquisition due to extended period of unsuitable weather, atmosphere, satellite reception, and/or ground conditions.
- Work produced from photo acquisition reflights authorized/required by the County due to circumstances beyond Consultant's control.
- Significant delays by County in performing designated County support functions, e.g., notice to proceed, source materials, review of submitted work.
- Significant project requirements which are unanticipated due to being unspecified, undefined, or uncommunicated and significantly outside of accepted standards of practice and data expectations.
- Acts of nature or other circumstances beyond the control of the Consultant which is not due to its negligence or that of its employees, agents or assigns, but which affect the Consultant's ability to perform

#### **SECTION 6: STATUS REPORTS**

Following the first day of execution of this Agreement, the Consultant shall submit reports of progress at least monthly which describe work completed up to the date of such report. Consultant shall also provide the ability for the County to review/check the project status at any time over the course of the contract.

#### **SECTION 7: DELIVERY OF WORK**

Consultant shall indicate to the County when the work or any portion thereof has been completed and products of such work have been delivered to the County for inspection.

#### **SECTION 8: INDEPENDENT CONTRACTOR STATUS**

The status of the Consultant under this Agreement with respect to the services to be performed by the Consultant hereunder shall be that of "independent contractor." Nothing herein shall be construed to create an employer/employee relationship between the County and the Consultant or any other subconsultant hired by the Consultant.

#### **SECTION 9: COVENANT AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, the County shall have the right to annul this Agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

#### **SECTION 10: INSURANCE**

Consultant shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect Consultant, its subcontractors, and the County from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under this Agreement, whether such operations be by Consultant or its subcontractor, or by anyone directly or indirectly employed by either of them.

Consultant shall also take out and maintain for the term of this Agreement the following coverages: \$2 million general aggregate general liability; \$1 million combined single limit automobile liability; \$3 million aircraft insurance; \$5 million excess liability; statutory workers' compensation liability; and professional liability in the amount of not less than \$1 million. The County, its elected officials and employees are to be named as additional insureds.

All insurance coverages required in this Agreement shall be maintained in force for one (1) year after final payment of purchases made thereunder. The Consultant shall provide the County with certificates of insurance on all policies required under this Agreement within ten (10) days of execution of this Agreement and prior to the start of work.

All insurance policies shall be issued by responsible companies who are acceptable to the County. The Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy will not be canceled, reduced, restricted, or limited until thirty (30) days after the County has been notified in writing by registered or certified mail, return receipt requested. Certificates of insurance shall contain transcript from the proper office of the insurer, the location, the operations to which the insurance applies, the expiration date, and the above-mentioned County notification clause.

Consultant shall indemnify and hold County harmless from any damages, cost, claims or expenses which may arise as a result of any failure on the part of the Consultant to provide accurate and/or complete data and information to the County as outlined and required by the terms and conditions of this Agreement except as may be defined in Section 11: Warranty.

#### **SECTION 11: WARRANTY AND CERTIFICATION**

The Consultant, by signing this Agreement, acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The County will not be responsible for any alleged misunderstanding of conditions

surrounding the performance thereof. It is understood that the execution of this Agreement by the Consultant serves as its stated commitment to fulfill all the conditions referred to in this Agreement.

Consultant warrants that the work performed and deliverables provided under this Agreement shall conform to the County's specifications and the relevant recognized standards and procedures for digital orthophoto mapping. The orthophotography produced will meet ASPRS Class 2 accuracy standards for 1"=100' scale imagery as applicable, i.e., RMS displacement error within 2' for ground-based control and feature position representation in relation to "true" (accurately surveyed) positions. The work shall be of high quality, and shall be within the tolerances allowed by the above-cited references. The Consultant will professionally certify the work.

If the Consultant is notified by County of a specific discrepancy, deficiency, inaccuracy, or fault in the work, the Consultant shall re-perform such portions of the work necessary to correct the fault in as prompt a manner as possible and as agreeable to the County. If the fault requires a repeat of the aerial flyover of the project area, the repeat flyover will be performed at the first available opportunity at a time of the year mutually agreed upon with and approved by the County. All rework shall be made at no additional cost to the County.

The data warranty will apply indefinitely for significant errors/defects found in Consultants' work and for one year from the time of final data delivery for cosmetic/minor revisions and replacement of lost data files previously documented to be delivered. The Consultant shall not be liable for secondary, incidental or consequential damages of any nature resulting from any work properly performed under this Agreement.

**SECTION 12: INSPECTION AND CORRECTION**

The Consultant shall correct any major defects/errors in the work found following the County's review period, and shall make accessible to the County whatever information, data, materials and processes the County deems reasonably necessary to evaluate and confirm the accuracy and quality of Consultant's work. The Consultant shall not be liable for any expense of the County's review or inspection processes.

~~The County shall promptly following its inspection of the project data deliverables notify the Consultant of the nature of any work deemed non-acceptable. Upon such notification Consultant shall within a time frame acceptable to the County replace, modify or adjust its work to meet specifications, at its expense. Work shall be considered acceptable to the County if indicated as such in the absence of other notification.~~

**SECTION 13: ACCEPTANCE**

~~The County shall give written notice of its general acceptance or non-acceptance of final data deliverables to Consultant within 30 days of receipt of all final data. If no such notice is given to the Consultant, the work shall be deemed to be generally accepted by the County.~~

**SECTION 14: USE OF PROJECT DATA**

A. The Consultant hereby understands and acknowledges that any and all information gathered, generated and delivered to the County as outlined in the Scope of Services is for the exclusive use and benefit of the County, and shall be the sole property of the County, and that such information shall not be disseminated by the Consultant without the express written consent of the County.

~~B. All information, data, designs, plans, drawings, maps, photographs, specifications or other work furnished to or developed for the County by the Consultant, its employees, agents, or assigns, pursuant to this Agreement, shall be the sole property of the County, and all rights therein are reserved by the County. The Consultant, its assigns, employees, or agents shall not provide any imagery or map data developed under this Agreement to any party other than the County without the County's consent.~~

C. During the course of the work, the Consultant, upon the express written consent of the County, may fill requests by non-County agents, business entities or individuals for photography or orthophotography not part of this Agreement or not as yet delivered to the County. Should this occur, the Consultant shall charge a reasonable fee for its service and at the County's option will credit the County an agreed upon percentage of such fees.

D. Upon the completion of the work, the County may at its option enter into a contract with the Consultant to supply products and services which the County may not be equipped to furnish to non-County agencies or individuals. The Consultant will furnish a list of products and services over and above those furnished to the County along with fees for such products and services, and the County may direct the Consultant to charge such fees for them, as the County deems appropriate.

E. The Consultant hereby agrees to maintain one copy of all information gathered, generated and delivered to the County within its office in digital computer file form to serve as a backup to the data furnished to the County. Should the County suffer the loss of any of its data the Consultant agrees to replace same from its files at a reasonable fee for a period of ten years.

F. The County shall be entitled to rely on the technical accuracy of the data furnished by the Consultant with the understanding that the Consultant is not responsible for alterations made to and/or improper interpretation/use of the data by the County, e.g., image enlargement significantly greater than the specified map scale scales and associated accuracies.

**SECTION 15: COPYRIGHTS AND DISCLAIMERS**

~~A. Copyright and title to all final deliverable products (e.g., aerial imagery, digital orthophotography, planimetric mapping) shall pass from the Consultant to the County upon the County's payment for the deliverables.~~

~~B. Use by a third party of the project aerial photography and associated digital imagery while in the Consultant's processing shall require advance approval from the County.~~

~~C. If deemed necessary, the County and the Consultant will prepare a disclaimer to be included with any project data distributed by the County indicating the inherent characteristics of the data and limitations on its use.~~

**SECTION 16: COMPENSATION FOR CONSULTANT'S SERVICES**

In consideration for the services performed hereunder, Consultant shall be paid the following by project phase:

1. Digital aerial photography acquisition and preliminary image delivery	\$ 30,000
2. Aerotriangulation and DEM review/update	\$ 15,000
3. Color digital orthophotography at 1"=100', 0.5' resolution	\$ 37,500
4. Updated structure footprint and road centerline mapping	\$ 52,500
Total	\$ 135,000

The fees indicated include all ancillary services/products required for each phase as defined in Exhibits A and B.

**SECTION 17: INVOICING**

Each project delivery phase outlined in Section 16 will be progressively invoiced upon completion as evidenced by data transmittal or as otherwise mutually agreed by the County and the Consultant. The County agrees to review and process/pay the Consultant's invoice within thirty (30) days of receipt. If an invoice is validly disputed by the County or otherwise found to be in error, the invoice will be voided out and a new invoice submitted at the agreed amount with a new thirty (30) day payment period. Invoicing shall be to the Belmont County Auditor for \$25,000 and the remainder to the Belmont County Engineer, both at 101 W. Main St., St. Clairsville, OH 43950.

**SECTION 18: PRICE PROTECTION**

The fees quoted for work contracted for by the County as part of this Agreement, or quoted by the Consultant for additional services during the course of this Agreement shall be applicable until December 31, 2012. Should the County defer any portion of the originally specified work beyond this date, the fee for such work deferred can be adjusted by the consumer Price Index (CPI) for the prior year or other mutually agreed upon factor.

**SECTION 19: COMPLIANCE WITH THE LAW**

A. The Consultant shall not discriminate by any reason of age, color, handicap, national origin, race, religion or sex which is unrelated to the duties or position of applicants for employment by the Consultant.

B. The Consultant shall at all times observe and comply with all applicable statutes, ordinances, rules and regulations of federal, state and local governments in effect at the execution of this Agreement.

**SECTION 20: TERMINATION**

This Agreement shall terminate upon the County's acceptance of and payment for all authorized deliverables and services. The Consultant will retain a backup copy of all final and significant interim data deliverables for the contract, e.g., aerial imagery, DEM, digital orthophoto imagery, etc.

The County may terminate this Agreement with 30 days written notice to the Consultant for reasons unrelated to the Consultant's performance (e.g., lack of adequate funding for continuation). In the event of such termination, the County shall be liable for the payment of all work properly performed prior to the effective date of termination, including all portions of work which were partially completed.

If for any cause the Consultant shall default in the performance of this Agreement or any part thereof and has failed to address such default to the County's satisfaction within thirty (30) days after receipt of written notice specifying such default, the County may terminate this Agreement at its option and pursue legal recourse against the Consultant based upon a breach of contract.

**SECTION 21: AMENDMENTS**

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of each party hereto.

**SECTION 22: AGREEMENT INTEGRITY**

This document and attachments represent the full and final Agreement between the Consultant and the County. If any provisions of the Agreement are deemed void or unenforceable, all other provisions will remain in effect.

**SECTION 23: JURISDICTION AND SIGNATURES**

This contract is hereby signed in the State of Ohio and the laws of the State of Ohio shall be applicable hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date hereinabove first written.

BELMONT COUNTY COMMISSIONERS  
By: Matt Coffland /s/  
Matt Coffland, President

KUCERA INTERNATIONAL INC.  
By: John Antalovich /s/  
John Antalovich, Jr., PE, PS  
President

Ginny Favede /s/  
Ginny Favede  
ABSENT

Charles R. Probst, Jr.

Date: 2/16/11 Date: \_\_\_\_\_

Approved as to form by: David K. Liberati /s/ (Assistant Prosecutor)  
Belmont County Prosecutor's Office

Upon roll call the vote was as follows:

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

**DISCUSSION HELD – RE: AERIAL MAPPING** – Don Pickenpaugh, Director of the Belmont County GIS Department, was present and advised the first fly over the county was done in 2001. Five years later an update was done in 2006. Another five years has passed and it is again time for an update. He started preparing for this last July when he met with the 911 Board. They are one of the heaviest users of this mapping project. Many county agencies utilize this system, including the Board of Elections and the Engineer's Department. The GIS Department has received commitments from various cities, villages and townships, the 911 Department, Engineer's Department, Sanitary Sewer District, and the Auditor to help provide funding for this service. Mr. Pickenpaugh stated these contributions are gratefully acknowledged as is the support received from the County Commissioners. The costs incurred from aerial mapping have actually gone down significantly from five years ago due to improved technology. Port Authority Director Larry Merry noted this is a major tool for economic development. The images collected will have a much clearer resolution superior to satellite images found online. Mr. Coffland added that the GIS system aids in grant applications. Mr. Pickenpaugh was thanked for his expertise in this field.

**IN THE MATTER OF ACCEPTING PROPOSAL FROM JACK A. HAMILTON & ASSOCIATES, INC./GIS DEPARTMENT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to accept proposal from Jack A. Hamilton & Associates, Inc., Flushing, Ohio in the amount of \$17,995.00 to perform the survey ground control for aerial photography for the Belmont County GIS department, based upon the recommendation of Don Pickenpaugh, Director, Belmont County GIS department.

**Jack A. Hamilton  
HAMILTON  
& Associates, Inc.  
November 18, 2010**

The following is a proposal for work to be performed. If any of the information shown herein is not in accordance with your understanding, please advise us immediately. We will not be responsible for any error or misunderstanding which may arise from a lack of proper notification.

**PROPOSAL**

**Requested by:** Don Pickenpaugh, P.S.  
Belmont County Engineer's Office  
101 W. Main Street  
St. Clairsville, Ohio 43950

**Ph:** 740-526-9306  
**Fax:**

**Location:** (street, city, or county): Belmont County, Ohio

**Description of Work:** Find or set control, place and remove targets and provide horizontal and vertical control on 46 control points shown on Belmont County Proposed Aerials Map dated and received November 9, 2010. Necessary ties to existing control stations will be established for project base control. Six Topcon-HiperXT (GPS and Glonass capable) dual frequency GPS receivers will be utilized to compile NAD 83 (95) coordinates with NAVD 88 evaluations. Elevations will be GPS derived orthometric heights utilizing the geoid 99 model. Accuracy will meet or exceed second order, class I.

**Starting Date Estimate:** 7 days after receipt of written confirmation to proceed or  
When weather allows, whichever is later.

**Basis of Charge:** Lump Sum of \$17,995.00 (Seventeen Thousand Nine Hundred Ninety Five Dollars)

Jack A. Hamilton & Associates, Inc. reserves the right to withdraw this proposal if not accepted within 30 days of the above date. Payment is due upon completion of work. A 1 ½% per month service charge (18% APR) will be incurred by Client for any payment due and not paid within 30 days of billing date. Corners marked or stakes set are not to be used for construction until confirmation of work actually performed is received from this office. If the terms of this proposal are agreeable, please sign and return one copy and keep one copy.

Paul R. Hamilton /s/  
Signature of Responsible Party  
**(Surveyor)**

Don Pickenpaugh /s/  
Signature of Responsible Party  
**(Client)**

DATE APPROVED 2/16/11

Matt Coffland /s/

Ginny Favede /s/

Belmont County Commissioners

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Resident Dave Totterdale of Kirkwood Township stated he last talked with Mrs. Favede and Mr. Coffland about three months ago regarding grants for waterlines in his township and asked if there might be an update on this. Mr. Coffland advised we are working on water coming in from the southern part of the county through a Job Ready Grant through the Village of Barnesville, bringing it out 800 north to the intersection. Mark Esposito of the Sanitary Sewer District notified Township Trustee Tim Lara to start a petition around to see exactly how many people in that area are interested in receiving water. Mrs. Favede noted money was set aside to do a study. The Sanitary Sewer District has the funding in place to hire someone to do the actual study which will need to be done in order to apply for the grant funds. Guernsey-Harrison-Belmont Counties are working together to create a backup water source. Mr. Coffland stated we are also looking at the underground river that funds Flushing and Holloway with their water source and the city of Dover. Mrs. Favede stated this commission is actively working on this project.

Mr. Totterdale also stated with the drilling of oil and gas there is concern throughout many counties and the state of West Virginia that the ground water may be affected. He asked for a status on this situation. Mr. Coffland replied that just today that the board and Port Authority Director Larry Merry met with others on this issue. The board is staying on top of this. In regard to the possible contamination of water sources by the fracking process, Mrs. Favede is actively looking, with the help of Steve Schumacher of the OSU Extension Office, to bring together a panel of professional experts to speak either here or in another forum soon.

Mr. Totterdale conveyed his concerns about the township roads due to the drilling. He asked if anyone was working on getting laws passed to make the companies bond the roads. He stated the county and the township cannot afford to repair the roads. Mrs. Favede stated a meeting was held with township trustees about six weeks ago and from that the county is working with CCAO (County Commissioners Association of Ohio). Josh Hahn of that association is to create legislation and then work with legislators to get it passed. Mrs. Favede also stated the board would be meeting with Rep. Allen Landis shortly in order to bring together the efforts of the local and state officials. Mr. Hahn is creating legislation that is similar to the wind turbine legislation in northeast Ohio. She further stated there is no worse time for road damage in townships because funds are dwindling. Mr. Coffland said it is important for townships, etc. to video the roads and prove damage. Mrs. Favede noted the need to figure out how to embrace this industry as the county will benefit economically from oil and gas. Our hotels are filled, which brings in bed tax, and the workers patronize our restaurants. Larry Merry stated there is a happy medium that needs to be met. He thought that most of the oil companies will be good neighbors.

**BREAK**

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 2:02 P.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting at 2:02 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 23rd day of February, 2011.

\_\_\_\_\_  
 \_\_\_\_\_ COUNTY COMMISSIONERS

Charles R. Probst, Jr. - Absent

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