

St. Clairsville, Ohio

January 23, 2013

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.

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

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

**"BILLS ALLOWED"**

The following bills having been certified in the Auditor's office, on motion by Mrs. Favede, seconded by Mr. 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-Christine Palmer	Reimburse travel expenses/General Fund	182.48
A-Crystal Springs	Water-Treasurer/General Fund	18.19
A-McGhee & Co.	Supplies-Clerk of Courts/General Fund	351.85
A-Redwood Toxicology	Drug testing/General Fund	1,365.80
A-Speedway SuperAmerica	Gasoline-Adult Probation/General Fund	327.79
B-Crossroads Counseling	December counseling/Indigent Drivers Alcohol Fund	144.36
N-Bostic Concrete Co.	Construction/EORIP Construction-Waterline Fund	21,000.00
N-Totterdale Bros. Supply Co.	Materials/Neffs Sanitary Sewer Project Fund	190.00
P-American Electric Power	Services/BCSSD Funds	17,470.10
P-Bennoc Inc.	Refund/WWS#3 Revenue Fund	1,017.00
P-Borden Office Equip. Co.	Supplies/BCSSD Funds	55.25
P-Cintas Corp.	Supplies/BCSSD Funds	24.77
P-EORWA	Sewage disposal/BCSSD Funds	49,983.10
P-Water Bond Retirement Fund	Transfer/WWS#3 Revenue Fund	397.63
S-Comcast	Internet/Clerk of Courts Computer Fund	334.00
S-Crystal Springs	Water/Eastern Ct. General Special Projects Fund	49.14
S-Glynis Valenti	Professional Services/Port Authority Fund	600.00
S-Philips, Gardill, Kaiser & Altmeyer	Legal Professional Services/Port Authority Fund	125.00
Y-Health Plan PPO	February premium/Employers Share Holding Account	361,284.74
Y-Tax Ease Ohio LLC	Treasurer's Fee Refund/Tax Certificate Administrative Fund	160.00

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for January 23, 2013 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$20,204.02; \$60,258.00
A-GENERAL/AUDITOR	\$500.90
A-GENERAL/CHEST CLINIC	\$9.99
A-GENERAL/JUVENILE COURT	\$697.20
A-GENERAL/PROBATE COURT	\$841.00
A-GENERAL/SHERIFF	\$3,573.02
A-GENERAL/911	\$77,616.22
C-Indigent Guardianship Fund	\$249.78
H-Job & Family, CSEA	\$2,173.43
H-Job & Family, Public Assistance	\$4,534.06; \$6.89
H-Job & Family, WIA	\$1,056.72; \$102,262.16
J-Real Estate Assessment	\$2,950.00
M-Juvenile Ct. – Care & Custody	\$585.00
M-Juvenile Ct. – Placement II	\$435.49; \$146.78
M-Juvenile Ct. – Title IV-E Reimb.	\$443.46
P-Old Sheriff Residence/Construction Project	\$8,933.37
P-Sanitary Sewer District	\$1,228.82; \$3,134.66; \$17,908.40; \$26,571.48; \$13,762.24; \$6,957.18; \$12,365.81 \$4,052.46; \$13,160.78; \$5,338.45; \$8,087.78; \$42,597.69; \$2,886.46
S-Certificate of Title Admn Fund	\$403.79
S-District Detention Home	\$2,217.74
S-Job & Family, Children Services	\$75,301.50; \$2,087.90
S-Job & Family, Senior Programs	\$9,533.37
S-Juvenile Ct. Computer Fund	\$76.95
S-Juvenile Ct. General Special Projects	\$394.79
S-Probate Court – Computer Fund	\$152.75
S-Probate Court – General Special Projects	\$189.89
S-Sheriff Commissary	\$1,146.00
S-Western Ct. General Special Projects	\$269.83
W-Law Library	\$2,338.47

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>Juvenile Court-S96 Special Projects</i>	<i>General Fund</i>	
E-1589-S096-S12.000 Other Expenses	R-0400-A000-A47.574 Transfers In	\$5,000.00
<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>Probate Court-C55 Mediation</i>	<i>General Fund</i>	
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:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\*January 3, 2013\*\***

**BELMONT CO. PORT AUTHORITY FUND S12**

E-9799-S012-S01.002	Salary	\$10,000.00
E-9799-S012-S07.000	Professional Services	\$ 5,750.00
E-9799-S012-S08.003	PERS	<u>\$ 8,000.00</u>
	TOTAL	\$23,750.00

*Note: Appropriation of 1<sup>st</sup> Quarter Allocation.*

**\*\*January 16, 2013\*\***

E-0121-A006-B02.002	Recorder/Salaries-Employees	\$71,840.00
E-0131-A006-A04.002	Sheriff/Salaries-Road Deputies	\$ 2,360.00

**BELMONT CO. PORT AUTHORITY FUND S12**

E-9799-S012-S21.000	Expenses Armory Property	\$ 9,376.47
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**\*\*January 23, 2013\*\***

E-0121-A006-B02.002	Recorder/Salaries-Employees	\$24,702.00
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**BELMONT CO. 911/WIRELESS FUND E11**

E-2301-E011-E01.011	Contract Services	\$ 2,100.00
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**SOIL & WATER CONSERVATION FUND L01**

E-1810-L001-L01.002	Salaries	\$ 2,000.00
E-1810-L001-L02.010	Supplies	\$ 1,000.00
E-1810-L001-L08.000	Scholarship-Education	\$ 1,264.61

**ADULT PROBATION/COMMUNITY BASED CORRECTIONS ACT GRANT FUND S77**

E-1520-S077-S01.002	Salaries	\$ 17,386.75
E-1520-S077-S02.005	Medicare	\$ 252.00
E-1520-S077-S04.006	Hospitalization	\$ 3,184.00
E-1520-S077-S03.003	PERS	\$ 2,434.25
E-1520-S077-S05.004	Workers Comp	\$ 313.00

**PROSECUTOR'S VICTIM'S ASSISTANCE W80 FUND**

E-1511-W080-P07.006	Hospitalization	\$ 1,467.00
E-1511-W080-P01.002	Salary	\$ 1,720.00
E-1511-W080-P05.003	PERS	\$ 224.00
E-1511-W080-P08.005	Medicare	\$ 25.00

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 GENERAL FUND A00**

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 23, 2013.

***CARRYOVER PURCHASE ORDERS THE HAVE BEEN CLOSED AND REAPPROPRIATED***  
**GENERAL FUNDS**

**A00 GENERAL FUND**

E-0081-A002-D12.000 PO CLOSED	4,355.60
E-0061-A002-B05.000 PO CLOSED	32,004.15

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 January 23, 2013, 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 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:  
**BCDJFS** - Lori Bittingle and 9 Senior Center Directors to travel to Worthington, OH, on March 10-12, 2013, to attend Senior Services Certifications.

Joe Ciappi (Volunteer) and Senior members to travel to Morristown, OH, on Jan. 25, 2013, for a Bellaire Senior Center outing. Sue Hines and Senior members to travel to Elm Grove, WV, on Feb. 15, 2013, for a Bethesda Senior Center outing. Bradley Bruce, Donna Steadman and 14 senior members to travel to Elm Grove, WV, on Feb. 7, 2013, for a Centerville Senior Center outing. Estimated expenses: \$2,486.00

**JUVENILE COURT** – Judge J. Mark Costine, Court Administrator Jennifer Shunk, several probation officers and a truant officer to travel to Columbus, OH, on Feb. 28, 2013, to attend the Annual Inter Court Juvenile Conference.

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 Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of November 28, 2012

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HOLDING “TOWN HALL” MEETINGS IN HOLLOWAY AND POWHATAN POINT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to hold the following Town Hall meetings and to notify the media of the same. The Public is welcome to attend.

- Thursday, January 31, 2013 at 7:00 p.m. in the Firemen’s Meeting Hall, 418 E. Main St., Holloway.
- Tuesday, February 19, 2013 at 5:30 p.m. in the Council Chambers in the Powhatan Municipal Building, 104 Mellott St.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CONTRACT ADDENDUM NO. 17120-01 WITH CHAMBERS, MURPHY & BURGE RESTORATION ARCHITECTS, LTD. FOR THE BEL TOURISM CENTER PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the contract addendum No. 17120-01 with Chambers, Murphy & Burge Restoration Architects, Ltd. to reduce the total prime compensation for Construction Inspection from \$49,850.00 to \$44,311.00 for the BEL Tourism Center Project, PID No. 78794; all other terms and conditions of the agreement executed May 2, 2012 shall remain in full force and unaltered.

*Note: This is a decrease of \$5,539.00.*

BELMONT COUNTY BOARD OF COMMISSIONERS  
101 West Main Street  
St. Clairsville, Ohio 43950

Chambers, Murphy and Burge Restoration Architects, Ltd.

43 E. Market Street

Akron, Ohio 44308

Re: Modification 17120-01

BEL Tourism Center

PID No. 78794

Federal Project No. E050(401)

Reduction of Prime Compensation

Dear Ms. Murphy:

Reference is made to your request for a reduction of prime compensation.

The County agrees the reduction of prime compensation is required and further agrees that this Modification represents an adjustment of prime compensation for a decrease of Five Thousand Five Hundred and Thirty Nine Dollars (\$5,539.00), allocated to the following work items:

<u>Item</u>	<u>Maximum Fee</u>
Part I: Construction Inspection	(\$5,539.00)

Now, therefore, under Clause III – Prime Compensation of the Prime Agreement, is modified to read as follows:

Part I: Construction Inspection

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Forty Four Thousand Three Hundred Eleven Dollars (\$44,311.00).

If your firm accepts this Modification and agrees that the aforementioned compensation shall constitute full compensation for the provision of the professional services proposed herein, and further agrees that other terms and provisions of the prime Agreement shall remain unaltered and in full force and effect, please sign this letter-modification and return to the County.

Chambers, Murphy & Burge site visits are limited by this modification to one visit in January and one visit in February at which time this contract will be complete.

Any person executing this Modification in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Modification on such principal’s behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Modification shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Board of County Commissioners.

Your authorization to proceed shall be given by separate letter.

Respectfully,

BELMONT COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Charles R. Probst, Jr.

\_\_\_\_\_  
*Ginny Favede /s/*

Ginny Favede, President

Matt Coffland /s/

Matt Coffland, Vice-President

APPROVED AS TO FORM:

By: David K. Liberati /s/

Title: Assistant Prosecutor

**ACCEPTANCE**

The undersigned, Chambers, Murphy and Burge Restoration Architects, Ltd., does hereby approve and accept the proposed terms of this Modification as set forth in the foregoing letter.

IN WITNESS WHEREOF, I have hereunto affixed my own signature, as a duly authorized member of said firm, this 15<sup>th</sup> day of January, 2013.

CHAMBERS, MURPHY AND BURGE RESTORATION ARCHITECTS, LTD.

By: Elizabeth Corbin Murphy /s/

Title: Principal

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING PAY APPLICATION #9 FOR FIELDS EXCAVATING, INC./NEFFS SANITARY SEWER PROJECT PHASE I**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign Pay Application #9 for Fields Excavating, Inc. in the amount of \$135,057.51 for the Neffs Sanitary Sewer Project Phase I (Neffs, West Neffs and St. Joe), based upon the recommendation of Mark Esposito, BCSSD Director and Bill Street, Project Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING CHANGE ORDER #2 FOR FIELD'S EXCAVATING, INC./NEFFS SANITARY SEWER PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign Change Order #2 in the amount of \$ 35,650.74 for Field's Excavating, Inc. for the Neffs Sanitary Sewer Project, based upon the recommendation of Mark Esposito, BCSSD Director and Bill Street, Project Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING PHILIP J. ANDES TO THE BELMONT CO. BOARD OF DEVELOPMENTAL DISABILITIES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to appoint Mr. Philip J. Andes of Shadyside to the Belmont County Board of Developmental Disabilities for a four-year term, effective January 1, 2013 through December 31, 2016, based upon the recommendation of said board.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT FOR ADMINISTRATIVE SERVICES WITH BEL-O-MAR REGIONAL COUNCIL FOR GRANT ADMINISTRATION AND IMPLEMENTATION SERVICES FOR THE HUD FUNDED CDBG FORMULA ALLOCATION PROGRAM (B-F-12-1AG-1)**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a contract for administrative services with Bel-O-Mar Regional Council for the purpose of grant administration and implementation services for the HUD funded Community Development Block Grant Formula Allocation Program (B-F-12-1AG-1) for the period of September 1, 2012 through February 28, 2014, in an amount not to exceed \$38,400.00.

**CONTRACT FOR ADMINISTRATIVE SERVICES**

THIS AGREEMENT, made this 23rd day of January, 2013, by and between the Belmont County Commissioners, hereinafter called "COUNTY", and Bel-O-Mar Regional Council with its principal office at 105 Bridge Street Plaza, Wheeling, West Virginia, hereinafter called "BEL-O-MAR."

WHEREAS, the COUNTY has been awarded a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (Grant No. B-F-12-1AG-1) for the purpose of undertaking projects, hereinafter called "PROJECTS," within Belmont County, Ohio.

WHEREAS, the COUNTY does desire to retain professional grant administration and implementation services for said PROJECTS; and,

WHEREAS, BEL-O-MAR does desire to provide grant administration/implementation services for said PROJECT:

NOW, THEREFORE, WITNESSETH, that the COUNTY and BEL-O-MAR do hereby agree as follows:

**I.**

**Purpose**

The COUNTY hereby engages and retains BEL-O-MAR to administer and implement the HUD Community Development Block Grant (No. B-F-12-1AG-1).

**II.**

**Scope of Services**

BEL-O-MAR agrees to perform the following grant administration services and duties:

1. To provide professional personnel and services to administer and coordinate grant-related activities for said PROJECT.
2. To review and oversee compliance with all applicable State and Federal laws, rules and regulations concerning said PROJECT including Citizen Participation requirements, Environmental Review Clearance, MBE/WBE Recruitment Efforts, Equal Employment Opportunity, Ohio Historic Preservation Clearance, Fair Housing Laws and Contracting and Procurement Laws.
3. To set up and maintain bookkeeping and financial records for said PROJECT.
4. To establish and maintain official relations with the Department of Housing and Urban Development and all other grantor agencies for the purpose of reporting the progress and status of said PROJECTS.
5. To oversee and participate in all monitoring visits and program audits conducted by the Department of Housing and Urban Development or any other grantor agency.

- 6. Review, approve and process payment of contractor invoices, change orders, and other work related documents during the construction phases of said PROJECT.
- 7. To make regular reports to the COUNTY concerning the status and progress of said PROJECT.
- 8. To make all grant related records accessible to Belmont County at all times.

**III.  
Duties of County**

The COUNTY agrees as follows:

- 1. To abide by all State and Federal laws, rules and regulations concerning said PROJECT.
- 2. To execute all documents, writings or other instruments necessary for the efficient and effective administration of said PROJECT.
- 3. To retain and preserve all grant-related records after the close of said PROJECT for a period of not less than five (5) years after the completion of said PROJECT.

**IV.  
Compensation**

The COUNTY agrees to pay a sum not to exceed Thirty Eight Thousand Four Hundred and 00/100 Dollars (\$38,400.00) to BEL-O-MAR as compensation for administration and implementation services rendered, and payable at such time as said grant monies are received for distribution by the COUNTY. BEL-OMAR will invoice the COUNTY no more frequently than once per month. The method of compensation to be used is as follows:

**LABOR** - All labor costs related to the performance of the contract will be billed as direct labor at the employee rates shown below.

A.C. Wiethe	Hourly Rate	30.44
Rick Healy	Hourly Rate	23.92
Pam Douglas	Hourly Rate	33.67

**FRINGE BENEFITS** - include: holiday, vacation, sick leave, FICA, Workers Comp, unemployment, hospitalization, disability insurance, life insurance, and pension. These are considered a direct cost and are allocated based on the direct salary. The current rate for Fiscal Year 2013 is 1.0337.

**TRAVEL** - travel required to perform this contract will be billed as direct.

**COMMUNICATIONS**- telephone costs allocated as direct are long distance charges incurred on behalf of this contract.

**OTHER** - any other charges (publications, newspaper notices, etc.) Relating to this contract shall be charged as direct.

**INDIRECT COSTS** - All administrative, accounting and clerical labor costs in support of this contract; travel of the above listed personnel; printing and supplies; utilities; rent; other (including audit costs, insurances, dues, etc.); communications (including the equipment and service costs for the phone system). These costs are allocated based on direct salary. The current rate for Fiscal Year 2013 is .7616.

**V.  
Term of Agreement**

This Agreement shall be binding upon the parties and shall remain in force and effect until February 28, 2014. The term of this Agreement may be extended upon the mutual written consent of the parties.

**VI.  
Termination of Contract for Cause**

If, through any cause, BELOMAR fails to fulfill in a timely and proper manner their obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to BELOMAR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by BELOMAR under this Contract shall, at the option of the COUNTY, become its property and BELOMAR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**VII.  
Termination for Cause and Convenience of the COUNTY**

The COUNTY may terminate this Contract at any time by giving at least ten (10) days notice in writing to BELOMAR. If the Contract is terminated by the COUNTY as provided herein, BELOMAR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of BELOMAR, Section VI hereof relative to termination shall apply.

**VIII.  
Records and Audits**

BELOMAR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the COUNTY to assure proper accountability for all project funds. These records shall be made available for audit purposes to the COUNTY, HUD, the Comptroller General of the United States, the State of Ohio, or any authorized representative.

**IX.  
Compliance with Executive Order 11246**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**X.**

This Agreement represents the entire agreement of the parties. No representations were made or relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

**THE BELMONT COUNTY COMMISSIONERS**

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

BY Ginny Favede /s/  
Ginny Favede

BY \_\_\_\_\_  
Charles R. Probst, Jr.

BY Matt Coffland /s/  
Matt Coffland

**BEL-O-MAR**

ATTEST:

BY \_\_\_\_\_  
William C. Phipps  
ITS Executive Director

A.C. Wiethe

APPROVED AS TO FORM ONLY David K. Liberati /s/ (Assistant Prosecutor)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT FOR ADMINISTRATIVE SERVICES WITH BEL-O-MAR REGIONAL COUNCIL FOR GRANT ADMINISTRATION AND IMPLEMENTATION SERVICES FOR THE HUD CDBG HOME FUNDED COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) GRANT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a contract for administrative services with Bel-O-Mar Regional Council for the purpose of grant administration and implementation services for the HUD CDBG/HOME funded Community Housing Improvement Program (CHIP) Grant program period September 1, 2012 through December 31, 2014 in an amount not to exceed \$136,730.00.

**CONTRACT FOR ADMINISTRATIVE SERVICES**

THIS AGREEMENT, made this 23rd day of January, 2013, by and between the Belmont County Commissioners, hereinafter called "COUNTY", and Bel-O-Mar Regional Council with its principal office at 105 Bridge Street Plaza, Wheeling, West Virginia, hereinafter called "BEL-O-MAR."

WHEREAS, the COUNTY has been awarded a HUD CDBG and HOME funded Community Housing Improvement Program (CHIP) grant from the Ohio Department of Development, Office of Housing and Community Partnerships for the purpose of undertaking Housing Rehabilitation activities, hereinafter called "PROJECTS," within Belmont County, Ohio.

WHEREAS, the COUNTY does desire to retain professional grant administration and implementation services for said PROJECTS; and,

WHEREAS, BEL-O-MAR does desire to provide grant administration/implementation services for said PROJECT;

NOW, THEREFORE, WITNESSETH, that the COUNTY and BEL-O-MAR do hereby agree as follows:

**I.**

**Purpose**

The COUNTY hereby engages and retains BEL-O-MAR to administer and implement the HUD CDBG/HOME funded Community Housing Improvement Program Grant awarded to the COUNTY for said PROJECTS.

**II.**

**Scope of Services**

BEL-O-MAR agrees to perform the following grant administration services and duties:

1. To provide professional personnel and services to administer and coordinate grant-related activities for said PROJECT.
2. To review and oversee compliance with all applicable State and Federal laws, rules and regulations concerning said PROJECT including Citizen Participation requirements, Environmental Review Clearance, MBE/WBE Recruitment Efforts, Equal Employment Opportunity, Lead Based Paint Regulations, Ohio Historic Preservation Clearance, Fair Housing Laws and Contracting and Procurement Laws.
3. To set up and maintain bookkeeping and financial records for said PROJECT.
4. To establish and maintain official relations with the Department of Housing and Urban Development and all other grantor agencies for the purpose of reporting the progress and status of said PROJECTS.
5. To oversee and participate in all monitoring visits and program audits conducted by the Department of Housing and Urban Development or any other grantor agency.
6. To perform all Rehab Specialist Services and duties including: inspections; work write-up and cost estimates for repairs, perform lead-based paint risk assessments, and complete specifications for any lead-based paint interim control methods, attend all Pre-Bid and Pre-Construction Conferences to review work specifications and answer questions from homeowners and contractors, review and evaluate bids for rehab work, perform interim and final inspections, evaluate contractors performance and review and execute all necessary construction procurement documents pertaining to the CHIP Program.
7. Procure all other personnel necessary to complete the CHIP, including the approved contractor list.
8. Market the CHIP housing activities to eligible low and moderate income households.
9. Review and process applications for assistance. Make determination as to eligibility, type, and amount of assistance.
10. Prepare and execute all required documents pertaining to CHIP assistance.
11. Act as local contact for clients, contractors and lending institutions for inquiries, payments and all other correspondence.
12. Attend all Pre-Bid and Pre-Construction conferences as well as all interim and final on-site inspections.
13. Attend all loan closings for down payment assistance clients. Execute and record all loan security agreements.
14. Review, approve and process payment of contractor invoices, change orders, and other work related documents during the construction phases of said PROJECT.
15. To make regular reports to the COUNTY concerning the status and progress of said PROJECT.
16. Any and all other unforeseen miscellaneous items necessary for the successful completion of said PROJECT.

**III.**

**Duties of County**

The COUNTY agrees as follows:

1. To abide by all State and Federal laws, rules and regulations concerning said PROJECT.
2. To execute all documents, writings or other instruments necessary for the efficient and effective administration of said PROJECT.
3. To retain and preserve all grant-related records after the close of said PROJECT for a period of not less than three (3) years after the completion of said PROJECT.

**IV.**

**Compensation**

The COUNTY agrees to pay a sum not to exceed One-hundred thirty six thousand seven hundred thirty and 00/100 Dollars (\$136,730.00) to BEL-O-MAR as compensation for administration services rendered, and payable at such time as said grant monies are received for distribution by the COUNTY. BEL-OMAR will invoice the COUNTY no more frequently than once per month. The method of compensation to be used is as follows:

**LABOR** - All labor costs related to the performance of the contract will be billed as direct labor at the employee rates shown below.

Rick Healy	Hourly Rate	\$ 23.92
A.C. Wiethe	Hourly Rate	\$ 30.44
Pam Douglas	Hourly Rate	\$ 33.67

**FRINGE BENEFITS** - include: holiday, vacation, sick leave, FICA, Workers Comp, unemployment, hospitalization, disability insurance, life insurance, and pension. These are considered a direct cost and are allocated based on the direct salary. The current rate for Fiscal Year 2013 is 1.0337.

**TRAVEL** - travel required to perform this contract will be billed as direct.

**COMMUNICATIONS**- telephone costs allocated as direct are long distance charges incurred on behalf of this contract.

**OTHER** - any other charges (publications, newspaper notices, etc.) Relating to this contract shall be charged as direct.

**INDIRECT COSTS** - All administrative, accounting and clerical labor costs in support of this contract; travel of the above listed personnel; printing and supplies; utilities; rent; other (including audit costs, insurances, dues, etc.); communications (including the equipment and service costs for the phone system). These costs are allocated based on direct salary. The current rate for Fiscal Year 2013 is .7616.V.

**Term of Agreement**

This Agreement shall be binding upon the parties and shall remain in force and effect until December 31, 2014. The term of this Agreement may be extended upon the mutual written consent of the parties.

**VI.**

**Termination of Contract for Cause**

If, through any cause, BELOMAR fails to fulfill in a timely and proper manner their obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to BELOMAR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by BELOMAR under this Contract shall, at the option of the COUNTY, become its property and BELOMAR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**VII.**

**Termination for Cause and Convenience of the COUNTY**

The COUNTY may terminate this Contract at any time by giving at least ten (10) days notice in writing to BELOMAR. If the Contract is terminated by the COUNTY as provided herein, BELOMAR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of BELOMAR, Section VI hereof relative to termination shall apply.

**VIII.**

**Records and Audits**

BELOMAR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the COUNTY to assure proper accountability for all project funds. These records shall be made available for audit purposes to the COUNTY, HUD, the Comptroller General of the United States, the State of Ohio, or any authorized representative.

**IX.**

**Compliance with Executive Order 11246**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**X.**

This Agreement represents the entire agreement of the parties. No representations were made or relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:  
Jayne Long /s/  
Jayne Long  
Clerk, Board of County Commissioners

THE BELMONT COUNTY COMMISSIONERS  
BY Charles R. Probst, Jr., President

BY Ginny Favede /s/  
Ginny Favede

BY Matt Coffland /s/  
Matt Coffland

BEL-O-MAR  
BY Executive Director

ATTEST:  
David K. Liberati /s/ (Assistant Prosecutor)  
APPROVED AS TO FORM ONLY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE ODJFS TITLE XX COUNTY PROFILE/BCDJFS**

Motion made by Mr. Coffland, seconded by Mrs. Favede, on behalf of Belmont County Department of Job & Family Services, to approve and authorize the President of the Board to execute the Ohio Department of Job & Family Services Title XX County Profile for the program period of July 1, 2013 through June 30, 2015.

*Note: This plan reflects \$3,360,000 in expenditures for the plan period consisting primarily of adoption, foster care services for children, information and referral, and protective services for adults and children.*

Upon roll call the vote was as follows:

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

**10:30 Nikki Stewart, Belmont County Fair Housing Coordinator  
Re: Annual Fair Housing Report**

Ms. Stewart's annual report covered the program period September 2011 through August 2012. Various fair housing seminars were held throughout the county. April was designated as "Fair Housing Month" and billboards were placed promoting the same. Expenditures that were processed this year totaled \$3,505.00. To date fifty-nine (59) phone calls have come into the office. The Fair Housing Commission did not receive any housing discrimination complaint filings within the Sept. 2011 and August 2012 program period. A Fair Housing Analysis of Impediments report for Belmont County was completed this past October.

**IN THE MATTER OF ACCEPTING THE BELMONT COUNTY FAIR HOUSING COMMISSION YEAR-END REPORT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the Belmont County Fair Housing Commission Year-End Report for the program period September 2011 through August 2012 as presented by Nikki Stewart, Fair Housing Coordinator.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Mr. Maxwell of Dixon Hill made another complaint about the condition of county roads, specifically Co. Rd. 214, and no lines. Mr. Coffland advised an additional \$120,000.00 was recently appropriated to the County Engineer for road striping. It was again noted that the County Engineer is the elected official responsible for the county roads. Mrs. Favade advised the road striping is held up due to weather conditions. She told Mr. Maxwell when he was here before with these complaints, it was duly noted and the board took action. The board will advise the Engineer of the conditions on Co. Rd. 214 as others have expressed the same concerns. Frank Papini asked if Connections was to be moved from Martins Ferry. Mrs. Favade said it was decided not to move them and a lease has been signed.

**IN THE MATTER OF APPROVING AND SUBMITTING THE ODOT 2012 COUNTY HIGHWAY SYSTEM MILEAGE CERTIFICATION**

Motion made by Mrs. Favade, seconded by Mr. Coffland to approve the signing and submittal of the Ohio Department of Transportation 2012 County Highway System Mileage Certification per O.R.C. 4501.04; the total length of county maintained public roads in Belmont County was 308.465 miles as of December 31, 2012.

Upon roll call the vote was as follows:

Mrs. Favade	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

**IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING**

Motion made by Mrs. Favade, seconded by Mr. Coffland to adjourn the meeting.

Upon roll call the vote was as follows:

Mrs. Favade	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

Read, approved and signed this 30th day of January, 2013.

\_\_\_\_\_ COUNTY COMMISSIONERS  
 \_\_\_\_\_  
Charles R. Probst, Jr. - Absent

We, Ginny Favade 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