

St. Clairsville, Ohio

June 9, 2010

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board.

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

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

**"BILLS ALLOWED"**

The following bills having been certified in the Auditor's office, on motion by Mrs. Favede, seconded by Mr. 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-Albert Parkhurst & Others	Salary-Veterans/General Fund	5,025.00
A-CMRS-FP	Postage/General Fund	25,000.00
A-Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	552.00
A-Treasurer of State	Audit Fees/General Fund	20,777.56
D&K-Wilson Blacktop Corp.	Asphalt Hot Mix/Engineer's Road & Bridges and MVGT Funds	928.00
N-Hammontree & Associates, Ltd.	Contract Projects/Mt. Victory Waterline Ext. Construction Fund	5,899.00
N-Tri-Son Concrete	Concrete/Bridge & Retaining Wall Const. Improve. Fund	3,247.00
P-Eastern Ohio Regional Wastewater Authority	Sewage Disposal/BCSSD Funds	35,146.71
P-Fire Protection Service	Materials/BCSSD Funds	57.50
P-Michael Kerr Consulting	Services/BCSSD Funds	2,470.00
P-Renee' Wilson	Reimburse travel expenses/BCSSD Funds	123.75
P-Super Mail, Inc.	Services/BCSSD Funds	2,336.77
P-Tri-Co. Water Authority	Purchased Water/WWS#3 Revenue Fund	849.13
P-Yorkville, Bd. of Trustees of Public Affairs	Sewage Disposal/SSD#3B Deep Run Fund	513.29
S-Beth A. Andes, MS, PCC	Contracted counselor/District Detention Home Fund	1,592.50
S-Comcast	Internet/Northern Ct. Computer Fund	105.05
S-McGhee & Co.	Table & Chairs/Eastern Div. Ct. General Special Projects Fund	1,987.60
S-St. Clair Cleaners	Robe Cleaning/Northern Ct. General Special Projects Fund	14.45
W-Gaunt, Inc.	Subscription/Law Library Fund	42.00
W-Matthew Bender & Co.	Books/Law Library Fund	274.99
Y-Bridgeport, Village of	Patching various streets/County Motor Vehicle License Tax	480.00

**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 June 9, 2010 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$20,086.56; \$6,436.73; \$345.62
A-GENERAL/EMA	\$1,368.11
A-GENERAL/JUVENILE COURT	\$600.26
A-GENERAL/SHERIFF	\$8,550.55
A-GENERAL/911	\$1,760.41
B-Dog Kennel	\$4,360.46
B-Sheriff Enforcement Education Fund	\$265.00
E-911	\$642.00
H-Job & Family, Public Assistance	\$5,734.50
H-Job & Family, WIA	\$5,838.00; \$123,219.97
K-Engineer MVGT	\$23,168.40; \$2,983.51
M-Juvenile Ct.-Intake Coordinator	\$161.10
M-Juvenile Ct.-Title IV-E	\$1,138.80
P-Oakview Admn. Bldg.	\$557.33
P-Sanitary Sewer District	\$4,818.62; \$3,749.81; \$1,133.50; \$379.72; \$10,569.12; \$22,741.77
S-District Detention Home	\$2,155.69
S-Job & Family, Children Services	\$28,434.03; \$35,321.35
S-Juvenile Ct. General Special Projects	\$75.00
S-Oakview Juvenile Residential Center	\$3,541.69
S-Sheriff Commissary	\$660.17

Upon roll call the vote was as follows:

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

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

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

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0051-A001-A24.000 Infrastructure (Monies needed for Neff's Sewer Project)	E-0257-A015-A15.074 Trans Out	\$150,000.00

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0053-A013-A01.002 Salaries (Law Library)	E-0051-A001-A27.007 Unemp	\$1,288.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN  
PARK HEALTH FUND H030 FUND**

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfer within Park Health Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2150-H030-H11.000 Other Exp	E-2150-H030-H10.007 Unemployment	\$3,270.18

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR  
CARE AND CUSTODY JUVENILE COURT FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Care and Custody Juvenile Court Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>CARE AND CUSTODY</b> E-0400-M060-M50.000 Grant Holding Account	<b>CARE AND CUSTODY</b> E-0400-M060-M25.002 Salaries	\$ 413.37

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>WWS #3 BOND</b> E-9200-O003-O003.050 Bond Payment	<b>WWS#3 BOND</b> E-9200-O003-O003.051 Bond Interest	\$ 676.27

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-6010-S079-S10.074 Transfers Out	E-6010-S079-S12.000 Travel	\$ 500.00

Upon roll call the vote was as follows:

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

**IN THE MATTER TRANSFER BETWEEN THE  
GENERAL FUND AND PORT AUTHORITY S12 FUND**

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfer between the General Fund and the Port Authority Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A39.000 Port Auth (This represents the 3rd Quarter Allocation for 2010)	R-9799-S012-S04.574 Transfer In	\$18,750.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN THE  
BELMONT COUNTY GENERAL FUND AND DISTRICT  
DETENTION HOME FUND S33**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfer between the Belmont County General Fund and the District Detention Home Fund S33.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A33.000 Dist Detention Home (3rd quarter monies for 2010)	R-0910-S033-S20.574 Transfers In	\$115,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER TRANSFER BETWEEN THE  
GENERAL FUND AND NEFFS SAN. SEWER PROJECT N27 FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer from the Belmont County General Fund into the Neff's Sanitary Sewer Project Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out (money from the General Fund Infrastructure)	R-9027-N027-N04.574 Trans In	\$150,000

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst 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 June 9, 2010.

E-0063-A002-B28.003	PERS	1,665.88
E-0063-A002-B29.004	Workers Comp	500.00
E-0063-A002-B26.010	Supplies	700.00
E-0063-A002-B30.000	Other Expenses	<u>2,044.66</u>
<b>TOTAL</b>		<b>4,910.54</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE SHERIFF'S DEPARTMENT VARIOUS FUNDS**

Motion made by Mr. Probst, 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 June 9, 2010.

**General**

E-0131-A006-A07.000	Training	0.00
E-0131-A006-A09.000	Medical	706.00
E-0131-A006-A17.012	Cruiser Repairs	0.00
E-0131-A006-A20.000	False Alarm	0.00
E-0131-A006-A21.000	Sheriff's Towing	40.00
E-0131-A006-A23.000	Background	835.00
E-0131-A006-A24.000	E-SORN	225.00
E-0131-A006-A28.000	Shop W/Cop	0.00
E-0131-A000-A30.000	Lifesaver	30.00

**Enforcement Education**

E-1652-B016-B02.000	Education Expenses	0.00
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**Commissary Fund**

E-5100-S000-S01.010	Supplies	9,412.14
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**Concealed Handgun License**

E-5101-S001-S06.000	License Issuance	1,473.00
E-5101-S001-S07.012	Equipment	551.00

**Sheriff Reserve Account**

E-9710-U010-U06.000	Other Expenses	175.00
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, 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 June 9, 2010.

E-1810-L001-L09.000	Travel & Expenses	\$ 30.19
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE CAPTINA WATERSHED L05 FUND**

Motion made by Mr. Probst, 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 June 9, 2010.

E-1815-L005-L10.000	Advertising	\$ 142.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE N026 MT. VICTORY WATERLINE EXT.  
CONSTRUCTION FUND**

Motion made by Mr. Probst, 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 June 9, 2010.

**N026 MT. VICTORY WATERLINE EXT. CONSTRUCTION**

E-9026-N026-N05.013 Contract Projects \$ 5,899.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE PORT AUTHORITY S012 FUND**

Motion made by Ms. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources under the date of January 4, 2010.

E-9799-S012-S01.002 Salary	\$14,561.17
E-9799-S012-S08.003 PERS	\$ 2,780.66
E-9799-S012-S02.006 Hospitalization	\$ 198.00
E-9799-S012-S09.004 Worker's Comp	<u>\$ 1,210.17</u>
<b>Total</b>	<b>\$18,750.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR OAKVIEW JUVENILE REHAB S030 FUND/  
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 June 9, 2010.

E-8010-S030-S39.000 Supplemental Funds	<b>OAKVIEW JUVENILE REHAB S030</b>	13,252.00
E-8011-S031-S02.000 Food (Meal Tickets)	<b>N.S.L.A. OAKVIEW JUVENILE S031</b>	105.00
E-8012-S032-S00.000 Activity Fund (Evercom)	<b>ACTIVITY FUND S032</b>	187.56

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE BEL-HARRISON JUVENILE DISTRICT  
DETENTION HOME-SARGUS 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 June 9, 2010.

**Bel-Harrison Juvenile District  
Detention Home-Sargus Fund S033**

E-0910-S033-S33.002 Salaries	57,000.00
E-0910-S033-S44.003 OPERS/STRS	7,200.00
E-0910-S033-S50.005 Medicare	600.00
E-0910-S033-S47.006 Hospitalization	30,000.00
E-0910-S033-S40.000 Medical	1,500.00
E-0910-S033-S37.000 Contract Repairs	240.99
E-0910-S033-S38.011 Contract Services	10,000.00
E-0910-S033-S39.000 Food Service Expenses	3,000.00
E-0910-S033-S61.000 Food Service Expenses/GS	3,000.00
E-0910-S033-S65.011 Contract Services/GS	10,000.00
E-0910-S033-S67.000 Travel & Training/GS	<u>1,000.00</u>
<b>TOTAL</b>	<b>123,540.99</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE S066 MENTAL RETARDATION FUND**

Motion made by Mr. Probst, 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 June 9, 2010.

E-2410-S066-S50.100 Supplies-ARRA \$ 4,248.06

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE BELMONT CO. COMMISSIONERS CDBG FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 9, 2010.

**BELMONT CO. COMMISSIONERS CDBG FUND**

E-9702-T011-T03.000 CDBG Escrow Account "CHIP" \$ 45,931.00  
Draw Number 409 – Grant #B-C-09-007-1 and #B-C-09-007-2

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, 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 June 9, 2010.

E-1511-W080-P01.002 Salaries 255.00  
E-1511-W080-P01.002 Salaries 1,800.00  
E-1511-W080-P07.006 Hospitalization 1,113.00  
E-1511-W080-P05.003 PERS 500.00  
**TOTAL 3,668.00**

Upon roll call the vote was as follows:

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

**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 June 9, 2010.

**BELMONT COUNTY DRUG TASK FORCE FUND**

E-9888-Y088-Y05.000 Drawdown by Prosecutor's Office \$ 5,739.55

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated June 9, 2010, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF 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 May 12 and May 19, 2010.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HOLDING A "TOWN HALL" MEETING  
IN BRIDGEPORT ON JUNE 15, 2010**

Motion made by Mrs. Favede, seconded by Mr. Coffland to hold a "Town Hall" meeting on Tuesday, June 15, 2010 at 5:00 p.m. in the Council Chambers of the Bridgeport City Building, 301 Main Street, Bridgeport and to notify the media of the same. Public input is welcome and citizens are encouraged to attend.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH  
LASH PAVING, INC./ENGINEER'S PROJECT 10-3 APPLYING  
LIQUID BITUMINOUS MATERIAL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a contract with Lash Paving, Inc., on behalf of the Belmont County Engineer, in the amount of \$ 148,790.00 for Project 10-3 Applying Liquid Bituminous Material to various county highways for dust control.

*Note: Funding source-MVGT Funds*

**CONTRACT WITH THE BELMONT COUNTY COMMISSIONERS  
PROJECT 10-3 APPLYING LIQUID BITUMINOUS MATERIAL**

AUDITOR'S OFFICE, BELMONT COUNTY, OHIO

THIS CONTRACT, made and entered into this 1st day of June, 2010 between the **LASH PAVING, INC.**, P.O. Box 296, Colerain, Ohio 43916; and Charles Probst, Jr., Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that the said **LASH PAVING, INC.** hereby agrees to furnish 42,000 gallons of MC-70 and 8,500 gallons of MC-3000 (Liquid Asphalt) for dust control, furnished and applied on roadway, at the rate of 0.25 gallons per square yard or as directed by the County Engineer.

The completion date for this project shall be July 16, 2010.

All work, materials and equipment shall meet the State of Ohio, Department of Transportation Construction and Material Specifications latest edition.

QUANTITY	DESCRIPTION	UNIT BID PRICE	TOTAL BID AMOUNT
42,000 GALLONS	MC-70	\$2.98	\$125,160.00
8,500 GALLONS	MC-3000	\$2.78	\$23,630.00
			\$148,790.00

And it is further understood and agreed by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **LASH PAVING, INC.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

LASH PAVING, INC.

Charles R. Probst Jr. /s/

BY: David P. Lash, Jr. /s/

Ginny Favede /s/

Matt Coffland /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE SIGNING AND SUBMITTAL OF THE CERTIFICATION OF COUNTY COMMISSIONERS FOR THE ENGINEER'S AGREEMENT NO. 2010-1 WITH JONES-STUCKEY LTD, INC.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the signing and submittal of the **Certification of County Commissioners** for the Belmont County Engineer's Agreement No. 2010-1 with Jones-Stuckey Ltd, Inc. for the load rating of various county bridges; this project is funded through a federal grant and the County Engineer has been designated by ODOT as the Local Public Agency to let the contract.

Belmont County  
AGREEMENT NO. 2010-1

This Agreement No. 2010-1 entered into at St. Clairsville, Ohio, this 9th day of June, 2010, by and between Belmont County, acting by and through the Belmont County Engineer, hereinafter referred to as the County, and Jones-Stuckey Ltd., Inc., organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Consultant, with an office located at 1655 W. Market Street, Suite 355, Akron, Ohio 44313.

**WITNESSETH:**

That the County and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

**CLAUSE I - WORK DESCRIPTION**

The Consultant agrees to perform all engineering and adjunct services as may be authorized by the County in subsequent written authorization or authorizations to proceed for load rating of the bridge or bridges specified in the Scope of Services and funded through the County Engineers Association of Ohio (CEAO) in Belmont County, Ohio, identified as VAR-Countywide Load Ratings.

**CLAUSE II - INVOICE & PROJECT SCHEDULE**

The County and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice and Project Schedule transmittal letter together with the updated Invoice and Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Project Schedule.

**CLAUSE III - PRIME COMPENSATION**

The County agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement. If the County authorizes the performance of other portions of the Work said authorization is subject to the availability of funds in accordance with Section 126.07 of the Ohio Revised Code.

Part 1: Load Ratings.

Lump sum compensations for each bridge as established on Attachment A. However, the maximum prime compensation shall not exceed Seventy seven thousand seven hundred and seventy seven Dollars (\$77,777.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Seventy seven thousand seven hundred and seventy seven Dollars (\$77,777.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services" dated January 1998.

**CLAUSE IV - ADDITIONAL COMPENSATION**

The County also agrees to compensate the Consultant, in addition to the Prime Compensation established in CLAUSE III herein above, for provision of additional services if authorized by proper modification of this Agreement.

**CLAUSE V - INCORPORATION BY REFERENCE**

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services" dated January 1998.
- (b) The attached Scope of Services and CEAO Bridge load Rating Task Performance Request Check Sheet.
- (c) The Invoice & Project Schedule.
- (d) The attached "Certification of County" and "Certification of Consultant" regarding procurement and carrying out of this Agreement.
- (e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/Publish/TravelPolicy.aspx>).

**CLAUSE VI - EMPLOYMENT, AFFIRMATIVE ACTION AND MINORITY BUSINESS ENTERPRISE POLICY AND OBLIGATIONS**

- (a) During the performance of this Agreement, the Consultant agrees to fulfill the requirements of the Department of Transportation's "Specifications for Consulting Services" dated January 1998 and further agrees:
  - (1) That in the hiring of employees for the performance of work under this Agreement or for any subcontract related thereto, the Consultant or Subconsultant shall not, by reason of race, color, religion, sex, sexual orientation, age, disability, Vietnam veteran era status, national origin or ancestry, discriminate against any citizen in the employment of a person qualified and available to perform work to which this Agreement relates; and
  - (2) That the Consultant, Subconsultant, or any person acting on behalf of the Consultant or Subconsultant shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired under this Agreement on account of

race, color, religion, sex, sexual orientation, age, disability, Vietnam veteran era status, national origin, or ancestry; and

- (3) In carrying out this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, handicap, age or Vietnam era veteran status. The Consultant will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, national origin, or ancestry, disability, age or Vietnam era veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- (4) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, disability, age or Vietnam era veteran status. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subconsultants for any part of such work to incorporate such requirements in all subcontracts for such work.
- (b) It is the policy of the Department of Transportation that disadvantaged business enterprises (DBEs) as defined in Title 49 Code of Federal Regulations Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal and/or State funds under this Agreement. Consequently, the requirements of Title 49 Code of Federal Regulations apply to this Agreement.
  - (1) The Consultant agrees to ensure that eligible businesses as defined in Title 49 Code of Federal Regulations Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal and/or State funds provided under this Agreement. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with Title 49 Code of Federal Regulations to ensure that eligible businesses have the maximum opportunity to compete for and perform contracts. The Consultant shall not discriminate on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin, or Vietnam era veteran status or ancestry in the performance of this Agreement.
- (c) In the event of the Consultant's non-compliance with the provisions of this Clause, the State shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:
  - (1) Withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
  - (2) Termination or suspension of this Agreement, in whole or in part.

CLAUSE VII - DRUG-FREE WORK PLACE

The Consultant agrees to comply with all applicable State and Federal laws regarding drug-free workplace. The Consultant shall make a good faith effort to ensure that all the Consultant's employees, while working on State property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

CLAUSE VIII - OHIO ETHICS LAW REQUIREMENTS

The Consultant agrees to adhere to the requirements of Ohio Ethics Law as provided by Section 102.04 of the Ohio Revised Code. Division (A) of this Section prohibits a State official or employee from receiving compensation, other than from his own agency, for personal services rendered in a case, proceeding, application, or other matter before any State agency. O.R.C. 102.04(B) prohibits State officials and employees from selling goods or services to State agencies, except by competitive bidding.

It is understood by the parties that non-elected State officials and employees may qualify for an exemption under O.R.C. Section 102.04(D), if:

- (a) The agency with which the official or employee seeks to do business is an agency other than the one with which he serves; and
- (b) Prior to rendering personal services or selling or agreeing to sell goods or services, the official or employee files an O.R.C. Section 102.04(D) statement with the Ohio Ethics Commission, the agency with which he serves, and the agency with which he seeks to do business. The statement must include a declaration that the Consultant disqualifies himself for a period of two (2) years from any participation in his official capacity as a board or commission member in any matter involving any official or employee of the agency with which he seeks to do business.
- (c) It is expressly understood and agreed to by the parties that a failure by the Consultant to file a declaration statement as required under O.R.C. Section 102.04(D), may be considered by the State, a breach of a material condition of this Agreement and the State may, if it so elects, void this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement 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 County Engineer.

It is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement 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.

Jones-Stuckey Ltd., Inc.  
 By: Robert Hochevar /s/  
 Title: Vice President  
 BELMONT COUNTY  
Fred F. Bennett /s/  
 Fred F. Bennett P.E., P.S., County Engineer

APPROVED AS TO FORM:

By: Chris Berhalter /s/  
 Title: Belmont County Prosecuting Attorney

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PUBLIC ROAD PETITION  
FOR THE VACATION AND REDEDICATION OF GOSHEN  
TOWNSHIP ROAD #198 (CAT HOLLOW ROAD)/RD IMP 1107**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the following Public Road Petition for "the vacation and rededication of Goshen Township Road #198 (Cat Hollow Road) located in Goshen Sections 9 & 15, T7, R5" and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement # 1107 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION  
Rev. Code Sec. 5553.04**

Belmont County, Ohio

May 19, 2010

To the Honorable Board of County Commissioners of Belmont County, Ohio:

*The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the*

*Vacation and rededication of Goshen Township Road #198 (Cat Hollow Road) located in Goshen Sections 9 & 15, T-7, R-5. a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.*

*The following is the general route and termini of said road:*

See attachments

Centerline description for the rededication of Goshen Township Road 198.

Situated in the Township of Goshen, County of Belmont, State of Ohio and being in the Southwest Quarter of Section 9 and the Southeast Quarter and Southwest Quarter of Section 15, Township 7, Range 5.

Beginning at the center line intersection of Township Road 198 as it exists now with the east right of way line of County Road 92 from which an iron pin found at the southwest corner of section 15 bears S85°44'48"W 604.13 feet;

Thence N73°24'01"E 523.96 feet to a point in the center of Township Road 198 at the beginning of a curve concave to the southeast having a radius of 1567.78 feet and a chord bearing and distance of N76°53'34"E 191.00 feet;

Thence northeasterly 191.12 feet along said curve through a central angle of 06°59'05" to a point in the center of Township Road 198 at the end of said curve;

Thence N80°23'06"E 209.82 feet to a point in the center of Township Road 198 at the beginning of a curve concave to the northwest having a radius of 1003.02 feet and a chord bearing and distance of N74°50'27"E 193.83 feet;

Thence northeasterly 194.13 feet along said curve through a central angle of 11°05'22" passing over the center of County Road 86 at plus 100.67 feet to a point in the center of Township Road 198 at the beginning of a reverse curve concave to the southeast having a radius of 1542.70 feet and a chord bearing and distance of N72°54'28"E 194.35 feet;

Thence northeasterly 194.48 feet along said curve through a central angle of 07°13'23" to a point in the center of Township Road 198 at the end of said curve;

Thence N76°31'07"E 244.75 feet to a point in the center of Township Road 198 at the beginning of a curve concave to the south having a radius of 217.64 feet and a chord bearing and distance of S86°50'00"E 124.70 feet;

Thence easterly 126.48 feet along said curve through a central angle of 33°17'45" to a point in the center of Township Road 198 at the end of said curve;

Thence S70°11'08"E 233.24 feet to a point in the center of Township Road 198 at the beginning of a curve concave to the southwest having a radius of 457.45 feet and a chord bearing and distance of S58°29'18"E 185.49 feet;

Thence southeasterly 186.78 feet along said curve through a central angle of 23°23'40" to a point in the center of Township Road 198 at the end of said curve;

Thence S46°47'28"E 206.56 feet to a point in the center of Township Road 198 at the beginning of a curve concave to the northeast having a radius of 373.08 feet and a chord bearing and distance of S70°12'13"E 296.48 feet;

Thence southeasterly 304.90 feet along said curve through a central angle of 46°49'29" to a point in the center of Township Road 198 at the end of said curve;

Thence N86°23'03"E 157.72 feet to a point in the center of Township Road 198 at the beginning of a curve concave to the northwest having a radius of 421.92 feet and a chord bearing and distance of N70°20'05"E 233.30 feet;

Thence northeasterly 236.37 feet along said curve through a central angle of 32°05'57" to a point in the center of Township Road 198 at the beginning of a reverse curve concave to the southeast having a radius of 1428.64 feet and a chord bearing and distance of N61°52'43"E 377.58 feet;

Thence northeasterly 378.69 feet along said curve through a central angle of 15°11'14" to a point in the center of Township Road 198 at the beginning of a compound curve concave to the south having a radius of 419.13 feet and a chord bearing and distance of N88°58'01"E 279.75 feet;

Thence easterly 285.22 feet along said curve through a central angle of 38°59'23" to a point in the center of Township Road 198 at the beginning of a reverse curve concave to the north having a radius of 444.25 feet and a chord bearing and distance of S88°37'27"E 261.05 feet;

Thence easterly 264.96 feet along said curve through a central angle of 34°10'20" to a point in the center of Township Road 198 at the end of said curve;

Thence N74°17'22"E 617.10 feet to a point in the center of Township Road 198 at the beginning of a curve concave to the southwest having a radius of 495.03 feet and a chord bearing and distance of S80°46'59"E 417.28 feet;

Thence southeasterly 430.74 feet along said curve through a central angle of 49°51'16" to a point in the center of Township Road 198 at the end of said curve;

Thence S55°51'22"E 296.37 feet to a point in the center of Township Road 198 passing over the section line separating section 9 and section 15 at plus 87.02 feet and at the beginning of a curve concave to the north having a radius of 340.34 feet and a chord bearing and distance of N87°04'44"E 410.26 feet;

Thence easterly 440.34 feet along said curve through a central angle of 74°07'49" to a point in the center of Township Road 198;

Thence N50°00'49"E 576.27 feet to a point on the west right of way line of Township Road 195 at the end of the rededication of Township Road 198 from which an iron pin set at the southeast corner of the southwest quarter of section 9 bears S63°08'37"E 1857.53 feet.

Bearings and distances are based on grid north of the Ohio coordinate system south zone with a combined factor of 0.999932.

This description is a result of a field survey conducted in 1993.

This description was prepared by Thomas Wayne Taylor PS7053 February 12, 2009.

*Thomas Wayne Taylor*

Description for the vacation of the east 0.428 mile of Goshen Township Road 198 as it existed in the 1980's.

Situated in the Township of Goshen, County of Belmont, State of Ohio and being in the Southwest Quarter of Section 9 and the Southeast Quarter of Section 15, Township 7, Range 5.

Beginning at the intersection of Township Road 198 and Township Road 195 as it existed in the 1980's from which an iron pin set at the southeast corner of the southwest quarter of section 9 bears S63°08'30"E 1857.53 feet;

Thence with the center of the abandoned road bed the following 9 courses:

- (1) S26°37'22"W 130.55 feet to a point
- (2) S07°20'34"W 210.30 feet to a point



- (3) S34°20'34"W 254.82 feet to a point
- (4) S73°05'29"W 111.73 feet to a point
- (5) N66°09'26"W 796.07 feet to a point on the section line separating section 9 and section 15
- (6) N60°18'14"W 286.75 feet to a point
- (7) N84°03'29"W 55.44 feet to a point
- (8) N72°46'15"W 157.73 feet to a point
- (9) S82°17'15"W 258.19 feet to a point on the south right of way line of rededicated Township Road 198 and at the end of said vacation.

Bearings and distances are based on grid north of the Ohio coordinate system south zone.

Distances are based on a combined factor of .999932.

This description is a result of a field survey conducted in 1993.

This description was prepared by Thomas Wayne Taylor PS7053 February 12, 2009.

**PUBLIC ROAD PETITION**

NAME	TAX MAILING ADDRESS
Bruce Miller /s/	63900 Hunter Belmont Rd. Belmont, OH 43718
Teresa Schafer /s/	115 Liberty Lane Bethesda, OH 43719
Forrest Kemp /s/	60675 Hatcher Rd. Belmont, OH 43718
Shawn Thompson /s/	64620 Loomis Lane Belmont, OH 43718
Ivan I. Smith /s/	40055 Barnes-Bethesda Rd. Bethesda, OH 43719
Lela M. Smith /s/	40055 Bethesda-B_____ Rd. Bethesda, OH 43719
Michael P. McCormick /s/	108 Liberty Avenue Bethesda, OH 43719-0447
Marsha McCormick /s/	108 Liberty Lane Bethesda, OH 43719-0447
David C. Schaefer /s/	115 Liberty Lane Bethesda, OH 43719
Brad Mason /s/	102 Liberty Lane Bethesda, OH 43719
John T. Mason /s/	302 First Street Bethesda, OH 43719
Jeff Thornberry /s/	40085 Barnesville-Bethesda Rd. Bethesda, OH 43719
Greg Thornberry /s/	40085 Barnesville-Bethesda Rd. Bethesda, OH 43719

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION AND  
REDEDICATION OF GOSHEN TOWNSHIP  
ROAD #198 (CAT HOLLOW ROAD), GOSHEN  
SECS. 9 & 15, T-7, R-5/RD IMP 1107**

**Office of County Commissioners  
Belmont County, Ohio**

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice  
Thereof on Public Road Petition  
Rev. Code, Sec. 5553.05  
RD. IMP. 1107**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 9th day of June 2010 at the office of the Commissioners with the following members present:

- Mrs. Favede
- Mr. Coffland

Mrs. Favede moved the adoption of the following:

**RESOLUTION**

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate and rededicate Goshen Township Road #198 (Cat Hollow Road) located in Goshen Secs. 9 & 15, T-7, R-5, Belmont County, Ohio, therefore be it

RESOLVED, That the 30th day of June, 2010 at 1:00 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 7th day of July, 2010, at 11:00 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

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

Adopted June 9, 2010

Jayne Long /s/  
Clerk, Belmont County, Ohio

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING  
PUBLIC ROAD (by publication)  
Rev. Code, Sec., 5553.05**

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**ROAD IMP. # 1107**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation and rededication of Goshen Township Road #198 (Cat Hollow Road) located in Goshen Sections 9 & 15, T-7, R-5, a public road, the general route and termini of which Road are as follows:

Centerline description for the rededication of Goshen Township Road 198.

Situated in the Township of Goshen, County of Belmont, State of Ohio and being in the Southwest Quarter of Section 9 and the Southeast Quarter and Southwest Quarter of Section 15, Township 7, Range 5.

Beginning at the center line intersection of Township Road 198 as it exists now with the east right of way line of County Road 92 from which an iron pin found at the southwest corner of section 15 bears S85°44'48"W 604.13 feet;

Thence N73°24'01"E 523.96 feet to a point in the center of Township Road 198 at the beginning of a curve concave to the southeast having a radius of 1567.78 feet and a chord bearing and distance of N76°53'34"E 191.00 feet;

Thence northeasterly 191.12 feet along said curve through a central angle of 06°59'05" to a point in the center of Township Road 198 at the end of said curve;

Thence N80°23'06"E 209.82 feet to a point in the center of Township Road 198 at the beginning of a curve concave to the northwest having a radius of 1003.02 feet and a chord bearing and distance of N74°50'27"E 193.83 feet;

Thence northeasterly 194.13 feet along said curve through a central angle of 11°05'22" passing over the center of County Road 86 at plus 100.67 feet to a point in the center of Township Road 198 at the beginning of a reverse curve concave to the southeast having a radius of 1542.70 feet and a chord bearing and distance of N72°54'28"E 194.35 feet;

Thence northeasterly 194.48 feet along said curve through a central angle of 07°13'23" to a point in the center of Township Road 198 at the end of said curve;

Thence N76°31'07"E 244.75 feet to a point in the center of Township Road 198 at the beginning of a curve concave to the south having a radius of 217.64 feet and a chord bearing and distance of S86°50'00"E 124.70 feet;

Thence easterly 126.48 feet along said curve through a central angle of 33°17'45" to a point in the center of Township Road 198 at the end of said curve;

Thence S70°11'08"E 233.24 feet to a point in the center of Township Road 198 at the beginning of a curve concave to the southwest having a radius of 457.45 feet and a chord bearing and distance of S58°29'18"E 185.49 feet;

Thence southeasterly 186.78 feet along said curve through a central angle of 23°23'40" to a point in the center of Township Road 198 at the end of said curve;

Thence S46°47'28"E 206.56 feet to a point in the center of Township Road 198 at the beginning of a curve concave to the northeast having a radius of 373.08 feet and a chord bearing and distance of S70°12'13"E 296.48 feet;

Thence southeasterly 304.90 feet along said curve through a central angle of 46°49'29" to a point in the center of Township Road 198 at the end of said curve;

Thence N86°23'03"E 157.72 feet to a point in the center of Township Road 198 at the beginning of a curve concave to the northwest having a radius of 421.92 feet and a chord bearing and distance of N70°20'05"E 233.30 feet;

Thence northeasterly 236.37 feet along said curve through a central angle of 32°05'57" to a point in the center of Township Road 198 at the beginning of a reverse curve concave to the southeast having a radius of 1428.64 feet and a chord bearing and distance of N61°52'43"E 377.58 feet;

Thence northeasterly 378.69 feet along said curve through a central angle of 15°11'14" to a point in the center of Township Road 198 at the beginning of a compound curve concave to the south having a radius of 419.13 feet and a chord bearing and distance of N88°58'01"E 279.75 feet;

Thence easterly 285.22 feet along said curve through a central angle of 38°59'23" to a point in the center of Township Road 198 at the beginning of a reverse curve concave to the north having a radius of 444.25 feet and a chord bearing and distance of S88°37'27"E 261.05 feet;

Thence easterly 264.96 feet along said curve through a central angle of 34°10'20" to a point in the center of Township Road 198 at the end of said curve;

Thence N74°17'22"E 617.10 feet to a point in the center of Township Road 198 at the beginning of a curve concave to the southwest having a radius of 495.03 feet and a chord bearing and distance of S80°46'59"E 417.28 feet;

Thence southeasterly 430.74 feet along said curve through a central angle of 49°51'16" to a point in the center of Township Road 198 at the end of said curve;

Thence S55°51'22"E 296.37 feet to a point in the center of Township Road 198 passing over the section line separating section 9 and section 15 at plus 87.02 feet and at the beginning of a curve concave to the north having a radius of 340.34 feet and a chord bearing and distance of N87°04'44"E 410.26 feet;

Thence easterly 440.34 feet along said curve through a central angle of 74°07'49" to a point in the center of Township Road 198;

Thence N50°00'49"E 576.27 feet to a point on the west right of way line of Township Road 195 at the end of the rededication of Township Road 198 from which an iron pin set at the southeast corner of the southwest quarter of section 9 bears S63°08'37"E 1857.53 feet.

Bearings and distances are based on grid north of the Ohio coordinate system south zone with a combined factor of 0.999932.

This description is a result of a field survey conducted in 1993.

This description was prepared by Thomas Wayne Taylor PS7053 February 12, 2009.

*Thomas Wayne Taylor /s/*

Said Board of County Commissioners has fixed the 30th day of June, 2010, at 1:00 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 7th day of July, 2010, at 11:00 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the Board of County Commissioners,

Belmont County, Ohio

Jayne Long /s/

Jayne Long, Clerk

ADV. TIMES LEADER (2) Tuesdays – June 15, 2010 and June 22, 2010

*Note: Commissioner Probst arrived at 10:09 a.m. He has been on the phone with State EMA regarding the flooding and the washed out temporary bridge on Pipe Creek.*

**IN THE MATTER OF ACCEPTING PUBLIC ROAD PETITION  
FOR THE VACATION OF A PORTION OF WATER STREET  
IN UNIONTOWN, WHEELING TOWNSHIP  
SEC. 31, T-8, R-4/RD IMP 1108**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the following Public Road Petition for “the vacation of a portion of Water Street in Uniontown recorded in Deed Volume #, Page 525, Belmont County Recorder’s Office and located in Wheeling Township Section 31, T8, R4” and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement # 1108 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION  
Rev. Code Sec. 5553.04**

**May 19, 2010**

**Belmont County, Ohio**  
To the Honorable Board of County Commissioners of Belmont County, Ohio:

*The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the*

Vacation of a portion of Water Street in Uniontown recorded in Deed Volume D Page 525 Belmont County Recorder’s Office. Said vacation being located in Wheeling Township Section 31, T-8, and R-4.

*a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.*

*The following is the general route and termini of said road:*

Being 15 feet off the south side of Water Street adjacent to Lot # 48 encompassing an area 15 feet in width and 165 feet in depth.

**PUBLIC ROAD PETITION  
TAX MAILING ADDRESS**

<b>NAME</b>	<b>TAX MAILING ADDRESS</b>
William R Kettlewell /s/	71959 St. Clairsville St. St. Clairsville, OHIO 43950
Esther C. Kettlewell /s/	71959 St. Clairsville St. St. Clairsville, OHIO 43950
Sheri K. Pinkston /s/	72019 Uniontown Flushing Rd. St. Clairsville OH 43950
Jim Pinkston /s/	72019 Uniontown Flushing Rd. St. Clairsville, OH 43950
Edward Santini /s/	71650 St. Clair Street St. Clairsville, Ohio 43950
Heather Santini /s/	71650 St. Clairsville St. St. Clairsville, OH 43950
Richard K. Secrest /s/	71668 St. Clairsville, Street St. Clairsville, OH 43950
Gina L. Secrest /s/	71668 St. Clairsville Street St. Clairsville, OH 43950
Terry D. Loy /s/	44506 South Street Uniontown St. Clairsville, Ohio 43950
Melissa A. Loy /s/	44506 South Street Uniontown St. Clairsville, Ohio 43950
Jeff Azallion /s/	44515 South St. Uniontown St. Clairsville, OH 43950
April Azallion /s/	44515 South St. Uniontown St. Clairsville, OH 43950
Michael Egri /s/	44480 South St. Uniontown St. Clairsville, Ohio 43950
Lori Castello /s/	44480 South St. Uniontown St. Clairsville, Ohio 43950
John Van Fossen /s/	71880 Gun Club Road St. Clairsville, OH 43950
Beverly Van Fossen /s/	71880 Gun Club Rd. St. Clairsville, Ohio 43950
Donna J. Turley /s/	71939 St. Clairsville Street St. Clairsville, Ohio 43950
Tom Lackman /s/	71651 Gas Station Shippy Rd. St. Clairsville, OH 43950
Sherry Lackman /s/	71651 Gas Station Shippy Rd. St. Clairsville, OH 43950
Herbert L. Kitzmiller /s/	71740 Gas Station Rd. St. Clairsville, Ohio 43950
Paula Edwards /s/	71681 Gas Station-Shippy Rd. St. Clairsville, OH 43950
Gary Edwards /s/	71681 Gas St. Rd. St. Clairsville, Ohio 43950
John Cramer /s/	71618 Gas Station Shippy Road St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF A  
PORTION OF WATER STREET IN UNIONTOWN  
WHEELING TOWNSHIP  
SEC. 31, T-8, R-4/RD IMP 1108**

**Office of County Commissioners  
Belmont County, Ohio**

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice  
Thereof on Public Road Petition  
Rev. Code, Sec. 5553.05  
RD. IMP. 1108**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 9th day of June 2010 at the office of the Commissioners with the following members present: Mrs. Favede  
Mr. Coffland  
Mr. Probst

Mrs. Favede moved the adoption of the following:

**RESOLUTION**

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate a portion of Water Street in Uniontown, Wheeling Township, Sec. 31, T-8, R-4, Belmont County, Ohio, therefore be it

RESOLVED, That the 30th day of June, 2010 at 1:45 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 7th day of July, 2010 at 11:15 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

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

Adopted June 9, 2010

Jayne Long /s/  
Clerk, Belmont County, Ohio

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING  
PUBLIC ROAD (by publication)  
Rev. Code, Sec., 5553.05**

**ROAD IMP. # 1108**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of a portion of Water Street in Uniontown recorded in Deed Volume D Page 525 Belmont County Recorder's Office. Said vacation being located in Wheeling Township Section 31, T-8, R-4, a public road, the general route and termini of which Road are as follows:

Being 15 feet off the south side of Water Street adjacent to Lot #48 encompassing an area 15 feet in width and 165 feet in depth.

Said Board of County Commissioners has fixed the 30th day of June, 2010, at 1:45 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 7th day of July, 2010, at 11:15 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the Board of County Commissioners,  
Belmont County, Ohio

Jayne Long /s/  
Jayne Long, Clerk

ADV. TIMES LEADER (2) Tuesdays – June 15, 2010 and June 22, 2010

**IN THE MATTER OF ADVERTISING FOR BIDS TO FURNISH AND  
DELIVER BLUE PVC WATERLINE TO THE BCSSD FOR UPCOMING PROJECTS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids to furnish and deliver 12,000 feet of 6" C-900 DR-18 Blue PVC Waterline and 6000 feet of 6" C-900 DR-14 Blue PVC Waterline for the Belmont County Sanitary Sewer District, based upon the recommendation of Mark Esposito, Director, and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

Note: This waterline will be used for and paid from the Sanitary Sewer District's Development Fund Program.

**NOTICE TO BIDDERS**

**BELMONT COUNTY COMMISSIONERS' OFFICE  
ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until 10:45 A.M. (Local Time) Wednesday, June 30, 2010 for furnishing and delivering 12,000 feet of 6" C-900 DR-18 BLUE PVC waterline and 6000 feet of 6" C-900 DR-14 BLUE PVC waterline for upcoming Development Fund Projects for the Belmont County Sanitary Sewer District, then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. –OR–
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety: Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein.

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

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

By order of the Board of Commissioners of Belmont County, Ohio  
Jayne Long /s/

Jayne Long, Clerk of the Board

Times Leader Advertisement: Two (2) Mondays, June 14 and June 21, 2010

Upon roll call the vote was as follows:

Mrs. Favede Yes  
Mr. Coffland Yes

Mr. Probst Yes

**IN THE MATTER OF APPROVING AND SIGNING  
PAY REQUEST #8 FOR OHIO-WEST VIRGINIA  
EXCAVATING/MT. VICTORY ROAD WATERLINE  
EXTENSION PROJECT PHASE I/BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the necessary documents for Pay Request #8 in the amount of \$ 180,286.07 for the Mt. Victory Road Waterline Extension Project Phase I, based upon the recommendation of Hammontree & Associates, Ltd., Project Engineer and Mark Esposito, Director, Belmont County Sanitary Sewer District, as follows:

**Ohio Water Supply Revolving Loan Account Fund Payment Request**  
Loan #FS390488-01

**Technical Services:**

Construction Management	\$ 256.00
Inspection	13,477.50

**Construction:**

Ohio West Virginia Excavating	\$ 166,552.57
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**This Request Total \$180,286.07**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AMENDMENT TO  
THE LETTER OF ARRANGMENT WITH THE STATE AUDITOR  
DATED JANUARY 19, 2010/BCDJFS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Amendment to the Letter of Arrangement with the State Auditor dated January 19, 2010 in the amount of \$24,500.00 to reflect the testing of approximately seven Department of Job & Family Services federal grant programs for the first time to be reported on the County's Federal Schedule:

Total this amendment	\$24,500.00
Previous Estimate	89,500.00
Revised Fee Estimate:	\$114,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE  
ENGAGEMENT LETTER FOR PECK, SHAFFER & WILLIAMS LLP**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Engagement Letter for Peck, Shaffer & Williams, LLP to act as Bond Counsel with respect to the \$1,800,000-1.75% Sanitary Sewer Improvement Bond Anticipation Notes, Seventh Series, Fourth (2010) Renewal, dated June 8, 2010 and maturing June 7, 2011. Estimated fees are \$3,369.50.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING A SOFTWARE  
MAINTENANCE AGREEMENT WITH MAXIMUS ON  
BEHALF OF BCDJFS FOR THE QUARTERLY INFORMATION  
CONSOLIDATION SYSTEM PLUS (QuIC+) AND  
RANDOM MOMENT SAMPLING SYSTEM (RMS) SOFTWARE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a software maintenance agreement with Maximus Consulting Services, Inc., on behalf of the Belmont County Department of Job and Family Services, in the amount of \$3,225.00 for the period of one year commencing July 1, 2010 through June 30, 2011 for Quarterly Information Consolidation System Plus (QuIC+) and Random Moment Sampling (RMS) software

**SOFTWARE MAINTENANCE AGREEMENT**

This Software Maintenance Agreement ("Agreement") is made and entered into between MAXIMUS Consulting Services, Inc., a wholly owned subsidiary of MAXIMUS, Inc. (MAXIMUS) a Virginia corporation ("MAXIMUS"), on July 1, 2010 (effective date) and Belmont County DJFS ("Licensee") under the Software License Agreement (SLA) dated 2/3/1992. The terms and conditions of the Master Agreement are incorporated herein by reference. In the event of any conflict between the Master Agreement and this Agreement, the SLA shall prevail.

MAXIMUS and Licensee are sometimes referred to herein as the "Parties" or individually as a "Party".

WHEREAS: Licensee has acquired the use of **Quarterly Information Consolidation System Plus (QuIC+) and County Version Random Moment Sampling System (RMS)** (the "System") in accordance with the Software License Agreement between MAXIMUS and Licensee and any amendments thereto, and Licensee desires to acquire on-going maintenance in accordance with the terms set forth in this agreement;

NOW, THEREFORE, for and in consideration of the foregoing recitals, the agreements and undertakings hereinafter provided and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by MAXIMUS and Licensee, MAXIMUS hereby agrees to provide software maintenance services to the Licensee under the following terms and conditions.

1. SOFTWARE MAINTENANCE FEES.
  - (a) Licensee shall pay MAXIMUS a fee of **\$3,225.00** for the 12 month period specified herein. The fee shall be payable on the execution of this agreement for the period from **July 1, 2010 through June 30, 2011**.
  - (b) In the event Licensee fails to renew this agreement for any year, the fee set forth herein shall not apply to any subsequent agreement for software maintenance. MAXIMUS shall determine the applicable fee which shall not be less than the then annual fee plus seventy-five percent (75%) of the fee charged for each year that a maintenance agreement was not in effect.
2. TERM. The minimum term for this agreement shall be from **July 1, 2010 through June 30, 2011**. Licensee shall have the option to extend this agreement on a year-to-year basis by paying the current annual fee of **\$3,225.00** or, if the fee is raised by the MAXIMUS, the then current annual fee. Failure to pay the annual renewal fee within thirty (30) days prior to the beginning of the fiscal year or within thirty (30) days of execution hereof if for a partial year shall constitute cancellation of the Agreement by the Licensee. In addition, MAXIMUS may terminate the Agreement at the end of any period, with or without cause.
3. SERVICES UNDER THIS AGREEMENT. MAXIMUS agrees to provide the Licensee with any updates or modifications to the System and to correct any problems with the System software that are made generally available to Licensees of the System pursuant to an applicable Maintenance Agreement. Under the terms of this maintenance agreement, Licensee is entitled to telephone advice concerning questions on the System's operation. In the event additional services are requested by Licensee outside the foregoing scope of services, additional training and professional assistance shall be billed at then current professional fees plus expenses. This agreement does not cover problems outside of the System. Expenses associated with the Licensee's attendance at the group meetings are at the sole responsibility of the Licensee.

- 4. **WARRANTIES.** MAXIMUS GRANTS NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN RESPECT TO THE SYSTEM. ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
- 5. **TERMINATION.** In the event of termination for any reason, Licensee agrees to provide written certification that the original and any copies of all or any portion of the System affected by the termination have been destroyed or, if MAXIMUS provides notice to Licensee, Licensee shall deliver the original and any copies of the System to MAXIMUS within ten (10) days of Licensee's receipt of such notice. Either party may terminate this Agreement if the other party has breached any of its material obligations hereunder, and such breach has not been cured within thirty (30) days of receipt of written notice specifying the nature of the breach.
- 6. **AMENDMENTS.**
  - (a) **Agreement.** Any modification or amendment of this Agreement must be in writing and signed by the parties.
  - (b) **License.** MAXIMUS reserves the right to modify or amend the System. Licensee shall have no right to modify or amend the System, or to merge it into another work, without prior written consent of the MAXIMUS.
- 7. **LIMITATION OF LIABILITY.** MAXIMUS total aggregate liability hereunder shall not exceed fees paid under this Agreement. In no event shall MAXIMUS be liable for indirect, special, incidental, punitive and consequential damages.
- 8. **NOTICE.** Any notice or consent required to be given in accordance with this Agreement shall be in writing and shall be either (i) actually delivered to the party thereto entitled or (ii) mailed, with first class postage prepaid, to the address of the party entitled thereto hereinafter set forth, by certified mail, return receipt requested.

**MAXIMUS:**  
 MAXIMUS, INC.  
 700 Ackerman Road, Suite 150  
 Columbus, OH 43202  
 Attn: Michelle Ehret

**LICENSEE:**  
 Belmont County DJFS  
 310 Fox Shannon Place  
 St. Clairsville, OH 43950

A notice shall be deemed to be received (i) on the date of its actual receipt by the party thereto and (ii) on the date as reflected on the United States Postal Service return receipt form and if said return receipt form is not signed by the party to whom notice is to be given, upon the date of the first attempted delivery as reflected thereon.

- 9. **COMPLETE AGREEMENT.** This Agreement and the License Agreement represent the entire and integrated agreement between the parties and supersede all prior negotiations, proposals, communications, understandings, representations or agreements, either written or oral, express or implied. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration so long as the same shall be in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hand and seal the date and year first above written.

**Belmont County DJFS**  
 BY: Dwayne Pielech /s/  
Dwayne Pielech  
 Director

**MAXIMUS, INC.**  
 BY: Frank J. Mirkow /s/  
Frank J. Mirkow  
 Director of Contracts, Senior Counsel

**BOARD OF COUNTY COMMISSIONERS**  
 Department Official Ginny Favede  
 Signature Ginny Favede /s/  
 Title: President  
 Date: 6/9/10

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO SOFTWARE MAINTENANCE AGREEMENT WITH MAXIMUS ON BEHALF OF BCDJFS FOR AREA CONSOLIDATION AND REPORTING SYSTEM PLUS (ACRS+) SOFTWARE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a software maintenance agreement with Maximus Consulting Services, Inc., on behalf of the Belmont County Department of Job and Family Services, in the amount of \$3,000.00 for the period of one year commencing July 1, 2010 through June 30, 2011 for Area Consolidation and Reporting System Plus (ACRS+) software.

**SOFTWARE MAINTENANCE AGREEMENT**

This Software Maintenance Agreement ("Agreement") is made and entered into between MAXIMUS Consulting Services, Inc., a wholly owned subsidiary of MAXIMUS, Inc., a Virginia corporation ("MAXIMUS"), on July 1, 2010 (effective date) and Belmont County DJFS ("Licensee") under the Software License Agreement (SLA) dated 7/5/2005. The terms and conditions of the Master Agreement are incorporated herein by reference. In the event of any conflict between the Master Agreement and this Agreement, the SLA shall prevail.

MAXIMUS and Licensee are sometimes referred to herein as the "Parties" or individually as a "Party".

**WHEREAS:** Licensee has acquired the use of **Area Consolidation and Reporting System Plus (ACRS+)** (the "System") in accordance with the Software License Agreement between MAXIMUS and Licensee and any amendments thereto, and Licensee desires to acquire on-going maintenance in accordance with the terms set forth in this agreement;

**NOW, THEREFORE,** for and in consideration of the foregoing recitals, the agreements and undertakings hereinafter provided and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by MAXIMUS and Licensee, MAXIMUS hereby agrees to provide software maintenance services to the Licensee under the following terms and conditions.

- 1. **SOFTWARE MAINTENANCE FEES.**
  - (a) Licensee shall pay MAXIMUS a fee of **\$3,000.00** for the 12 month period specified herein. The fee shall be payable on the execution of this agreement for the period from **July 1, 2010 through June 30, 2011**.
  - (b) In the event Licensee fails to renew this agreement for any year, the fee set forth herein shall not apply to any subsequent agreement for software maintenance. MAXIMUS shall determine the applicable fee which shall not be less than the then annual fee plus seventy-five percent (75%) of the fee charged for each year that a maintenance agreement was not in effect.
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- 3. **SERVICES UNDER THIS AGREEMENT.** MAXIMUS agrees to provide the Licensee with any updates or modifications to the System and to correct any problems with the System software that are made generally available to Licensees of the System pursuant to an applicable Maintenance Agreement. Under the terms of this maintenance agreement, Licensee is entitled to telephone advice concerning questions on the System's operation. In the event additional services are requested by Licensee outside the foregoing scope of services, additional training and professional assistance shall be billed at then current professional fees plus expenses. This agreement does not cover problems outside of the System. Expenses associated with the Licensee's attendance at the group meetings are at the sole responsibility of the Licensee.
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- 6. **AMENDMENTS.**

- (a) Agreement. Any modification or amendment of this Agreement must be in writing and signed by the parties.
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7. LIMITATION OF LIABILITY. MAXIMUS total aggregate liability hereunder shall not exceed fees paid under this Agreement. In no event shall MAXIMUS be liable for indirect, special, incidental, punitive and consequential damages.
8. NOTICE. Any notice or consent required to be given in accordance with this Agreement shall be in writing and shall be either (i) actually delivered to the party thereto entitled or (ii) mailed, with first class postage prepaid, to the address of the party entitled thereto hereinafter set forth, by certified mail, return receipt requested.

**MAXIMUS:**  
 MAXIMUS, INC.  
 700 Ackerman Road, Suite 150  
 Columbus, OH 43202  
 Attn: Michelle Ehret

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 310 Fox Shannon Place  
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9. COMPLETE AGREEMENT. This Agreement and the License Agreement represent the entire and integrated agreement between the parties and supersede all prior negotiations, proposals, communications, understandings, representations or agreements, either written or oral, express or implied. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration so long as the same shall be in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hand and seal the date and year first above written.

**Belmont County DJFS**  
 BY: Dwayne Pielech /s/  
 Dwayne Pielech  
 Director

**MAXIMUS, INC.**  
 BY: Frank J. Mirkow /s/  
 Frank J. Mirkow  
 Director of Contracts, Senior Counsel

**BOARD OF COUNTY COMMISSIONERS**

Department Official Ginny Favede  
 Signature Ginny Favede /s/  
 Date: 6/9/10

**APPROVED AS TO FORM:**  
David K. Liberati /s/  
 PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR STATEMENT OF QUALIFICATIONS FOR ARCHITECTURAL SERVICES FOR ADDITIONS AND RENOVATIONS TO THE SOUTH SCHOOL BUILDING/BELMONT SENIOR SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Probst to advertise for Statements of Qualifications for architectural services in connection with additions and renovations to the South School Building located in Martins Ferry, Ohio.

**REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES**

The Board of County Commissioners, Belmont County, Ohio, intends to contract for architectural services in connection with additions and renovations to the South School Building located in Martins Ferry, Ohio. Architectural firms interested in being considered for a contract to provide the required services should reply with a statement of qualifications no later than **11:00 a.m. on the 21<sup>st</sup> day of July, 2010.** Statements of qualifications should include information relating to the firm as follows:

1. Competence of the firm to perform the required professional design services as indicated by the technical training, education, and experience of the firm's personnel, especially the technical training, education, and experience of the employees within the firm who would be assigned to perform the services. Also, any examples of specific knowledge, expertise and project management related to this type of work.
- 2.43587\_1 The ability of the firm in terms of its workload and the availability of qualified personnel, equipment, and facilities to perform the required professional design services competently and expeditiously, also clearly identifying any sub-consultants/contractors, if proposed, with similar information.
3. Past performance of the firm as reflected by the evaluations of previous clients with respect to such factors as control of costs, quality of work, and meeting of deadlines.
4. The firm's familiarity with local government procurement, and bidding requirements.
5. A brief project understanding description, including any concerns regarding permits, schedules, site, etc.

Statements of qualifications should be sent to:

Belmont County Board of Commissioners  
 c/o Jayne Long, Clerk  
 101 W. Main Street  
 St. Clairsville, OH 43950

***Please place one copy of your RFQ in a sealed envelope and clearly label the lower left corner "Statement of Qualifications for Architectural Services"***

As required by Ohio Revised Code, Section 153.65 et. seq., responding firms will be evaluated and ranked in order of their qualifications. Following this evaluation Belmont County will enter into contract negotiations with the firm deemed to be the most qualified.

The project description is as follows:

Name of Project: Martins Ferry South School Addition/Renovation Project  
 Location: 1007 Broadway Street, Martins Ferry, OH 43935  
 Description: The existing facility is an elementary school located in Martins Ferry, Ohio. The intent is for the school to house Belmont County Senior Services. The school building consists of multiple class rooms, a gym, cafeteria and other related rooms. The plan is to evaluate the facility with regard to the amount of offices, social rooms, activity rooms, etc. as they relate to the present and future needs of a Senior Service Center. Architectural services may be needed to plan, design and oversee construction of an addition to the facility which will house a stand alone kitchen for meal preparation for the Meals on Wheels Program. Arrangements to view the building may be made by contacting the Belmont County Commissioners Office at 740-699-2155 to schedule an appointment.

Project Schedule: The desire is to have the project construction completed within one (1) year of the project start date.

TL Advertisement: Two (2) Fridays-June 25, 2010 and July 2, 2010

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM –  
DISCUSSION HELD RE: TEMPORARY BRIDGE  
WASHED OUT ON PIPE CREEK BY FLOODING**

Present for the discussion were residents Linda Barritt, Pam Schroeder, JoEllen Krieger, Mackenzie Krieger, Cory Kreiger, Bill Bryant. Residents of Pipe Creek attended today’s meeting asking for help regarding continuing flooding issues. Heavy rains wiped out a temporary footbridge again that is the only access to homes on Pipe Creek. Cory Kreiger, spokesperson for the group, stated they were promised a permanent footbridge last year. They were told a grant had been applied for and approved, and that a bridge was on its way. Some people have to walk one mile through the woods to get to Rt. 7, and then walk another mile or wade through the creek, if it is low enough, to get to their vehicles. A temporary fix is needed again until a permanent bridge is put in place. There is much concern about emergency and fire equipment not being able to reach the homes and prescription medicines not being able to be received by mail without wading through the creek. If this situation is not remedied, they are asking for a buyout to get the people out of there. Mrs. Favade asked A.C. Wiethe of Belomar Regional Council to speak on mitigation and the status of funding for the permanent bridge. He explained the process on the permanent bridge that started last year in June and gave timelines on steps to be taken and federal requirements. Mr. Wiethe said the application was approved last August to move forward with engineering and cost studies for the project. And environmental review has been completed and permits have been applied for and obtained. The floodplain notice is being reviewed now by the floodplain coordinator. The engineering certificate has been submitted and we are waiting to hear if it has been approved or denied. Mr. Wiethe said that since the project is estimated at under \$25,000.00, officials may be able to forego the bidding process and save time. The residents expressed frustration with the length of the process. Commissioners agreed they are frustrated also, noting they are not the ones who make the rules and regulations. Mr. Wiethe clarified that the Neffs Mitigation monies received several years ago can only be used for that project and that if any money is left over, it has to go back to FEMA.

Commissioner Probst noted that while awaiting permanent funding, the board is trying to find a way to get a temporary bridge put back up and open up a temporary road up over the hill. Residents said the temporary bridge that was washed out has been found downstream but will need heavy equipment to get it out. Commissioner Probst said Senator Brown and Wilson are also working with the Corps of Engineers to get things done quicker. He said he was on the phone this morning with the State EMA regarding a temporary fix and asked to have the Governor waive the regulations.

Commissioner Coffland said the bridges will continue to wash out and thinks mitigation is the answer. He asked if a second mitigation program comes around would all the residents be interested? Cory Kreiger answered, “Yes, at fair value.”

Commissioner Favade said the board will look into having Mark Esposito of the Sanitary Sewer District use his equipment to help get the temporary bridge out.

Martins Ferry Mayor Phil Wallace expressed his thanks to the board for passing a motion today wherein they will be advertising for Statements of Qualifications for architectural services for the South School Building in his city.

**IN THE MATTER OF ANNOUNCING COMMUNITY DEVELOPMENT  
BLOCK GRANT PROPOSED ACTIVITIES FOR FY 2010**

Mrs. Favade announced the Community Development Block Grant (CDBG) Small Cities Program, County’s Proposed Activities, as listed below:

**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING #2**

Date of Publication: June 11, 2010

Belmont County intends to apply to the Ohio Department of Development for funding through the Community Development Block Grant (CDBG) Small Cities Program, a federally-funded program administered by the State. The county and cities are eligible for \$320,000 of Fiscal Year 2010 CDBG funding, provided the county and cities meet applicable program requirements. On March 1, 2010, at 2:00 p.m. at the J.B. Martin Rec Center, St. Clairsville, Ohio 43950, the county and cities conducted its first public hearing to inform citizens about the CDBG program, how it may be used, what activities are eligible, and other important program requirements.

Based on both citizen input and local officials' assessments of the county's and cities needs, the county and cities are proposing to undertake the following CDBG activities for Fiscal Year 2010:

**County's Proposed Activities**

<u>Activity</u>	<u>CDBG Funds</u>	<u>Other Funds</u>	<u>National Objective</u>
Park & Recreation Facilities Restroom Facilities Installed at the 26th Street Ball Field in Bellaire	\$32,100	\$0	To benefit 62.9% *LMI
Park & Recreation Facilities 1 play structure installed in the Village of Holloway Park	\$28,000	\$0	To benefit 63% *LMI
Street Improvements Resurfacing Twp. Road 529 & 529A In Mead Township	\$57,500	\$0	To benefit 58.6% *LMI
Street Improvements Resurfacing of 1,995 l.f. of Edge Hill Springvale & High Streets in Wheeling Township	\$36,000	\$0	To benefit 78% *LMI
Street & Sidewalk Improvements Replace 460 L.F. of curb & sidewalk Resurfacing of 230 L.F. of Fifth Ave In the Village of Yorkville	\$56,400	\$16,600	To benefit 80% *LMI
Fire Protection Equipment Purchase of a Rescue Tool for the Bridgeport Fire Department	\$21,000	\$0	To benefit 59%*LMI

A second public hearing will be held June 22, 2010 at 3:00 P.M. in the Commissioner's Office at the Belmont County Courthouse, Main Street, St. Clairsville, Ohio 43950, to give citizens an opportunity to review and comment on the county's or cities proposed CDBG application, including the proposed activities summarized above, before the county or city submits its application to the Ohio Department of Development.



Citizens are encouraged to attend this meeting on June 22, 2010 to express their views and comment on the county's or cities proposed CDBG application. Application will be submitted June 25, 2010.

If a participant will need auxiliary aids (interpreter, brailled or taped material, assistive listening device, or other) due to a disability, the courthouse is a handicapped accessible facility. Please contact A.C. Wiethe at (304) 242- 1800 prior to June 23, 2009 in order to ensure that your needs will be accommodated.

**IN THE MATTER OF APPROVING PAY INCREASE FOR ERIC TAYLOR, UTILITY WORKER I/ BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve a one dollar (\$1.00) per hour pay increase effective May 12, 2010 for Eric Taylor who has obtained his Class I Water Distribution Operator License, based upon the recommendation of Mark Esposito, Director, Belmont County Sanitary Sewer District; Mr. Taylor will be reclassified as a Utility Worker I per the Belmont County Water & Sewer Department Job Classification Handbook.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING INVOICE FROM TMMS FOR SERVICE CONTRACT RENEWAL FOR COURTHOUSE MAILING MACHINE AND SCALE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the invoice from TMMS, 34630 Harper Rd., Woodsfield, Ohio in the amount of \$1,395.00 for the service contract renewal No. 1018, effective 7/1/10 through 7/1/11 for the courthouse mailing machine and scale as follows:

- 1) Model Ultimail 90 FP Mailing Machine Ser No. 10487608 \$1050.00
- 2) Model MS-15 Detecto Scale Ser. No. 9602-32 345.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY INCREASE FOR DANIEL FARMER/ BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve a fifty cent (\$.50) per hour pay increase effective May 12, 2010 for Daniel Farmer who has obtained his Class I Water Plant Operator License, based upon the recommendation of Mark Esposito, Director, Belmont County Sanitary Sewer District.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ALLOCATION OF MONIES FROM THE LODGING TAX RECEIPTS FOR THE BELMONT COUNTY TOURISM COUNCIL TO BE USED TO PAY SALARY OF A MANGER OF THE JAMES E. CARNES CENTER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the allocation of \$50,000.00 from the Lodging Tax Receipts to the Belmont County Tourism Council to be deposited in their payroll account to be used to pay the salary of a manager of the James E. Carnes Center once that person is hired.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTMENT OF RONALD HOPKINS TO THE AREA AGENCY ON AGING REGION 9, INC., REGIONAL ADVISORY COUNCIL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the reappointment of Mr. Ronald Hopkins to the Area Agency on Aging Region 9, Inc. Regional Advisory Council for a three year term effective August 14, 2010, based upon the recommendation of that board. .

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR THE BCDJFS 310 FOX SHANNON ROOF REPLACEMENT PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids for the Belmont County Department of Job & Family Services, 310 Fox Shannon Roof Replacement project, based upon the recommendation of Jack Regis, Facilities Manager, and authorize the Clerk of the Board to proceed with the required Notice To Bidders.

**INVITATION FOR BIDS**

In compliance with pertinent sections of the Ohio Revised Codes, sealed proposals will be received for the replacement of the roof on the Belmont County Department of Job and Family Services, 310 Fox Shannon Place, St. Clairsville, Ohio 43950, until 11:30 AM Eastern Standard Time Wednesday, July 7, 2010 at the Belmont Commissioners' Office, 101 West Main Street, St Clairsville, Ohio. At that time all bids will be publicly opened and read aloud.

Copies of bidding documents along with the Prevailing Wage Rates may be obtained upon request at the Belmont County Commissioners' Office, 101 West Main Street, St Clairsville, Ohio, between the hours of 9:00 AM and 4:00 PM. Anyone requesting a site inspection may do so by contacting Mr. Bob Roth at 740-296-0080.

Each bid must be accompanied by a bid guaranty meeting the requirements of section 153.54 of the Ohio Revised Code as follows:

\*A bond in accordance with section 153.54(B) O.R.C. –OR-

\*A certified check, cashier's check or letter of credit in accordance with Section 153.54 O.R.C in the amount of 10% of the bid.

A pre bid conference will be held at 9:00 AM Eastern Standard Time on Tuesday, June 29, 2010 at the Belmont County Department of Job and Family Services, 310 Fox Shannon Place, St Clairsville, Ohio. Jack Regis and Bob Roth will be present to go over the scope of work and details of the repairs at that time. Attendance by prospective bidders is mandatory.

No bids shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids.

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

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

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

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

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

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

All questions pertaining to this project should be directed to either Jack Regis 740-310-3402 or Bob Roth 740-296-0080.

By order of the Board of Commissioners of Belmont County, Ohio

Jayne Long /s/  
Jayne Long, Clerk

Times Leader Advertisement Dates: Two Consecutive Tuesdays - June 15 and June 22, 2010

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE 2010-2011 APPLICATION FOR VOCA/SVAA FUNDS/ PROSECUTOR'S VICTIM-WITNESS ASSISTANCE PROGRAM**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the signing and submittal of the 2010-2011 application for VOCA/SVAA Funds (Victims of Crime Act/State Victims Assistance Act) for the Belmont County Prosecutor's Victim-Witness Assistance Program as follows:

VOCA Request \$40,468.00	SVAA Request \$ 6,641.00
Project Match 13,489.00	Project Total \$53,957.00

*Note: No general fund monies needed for match.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A RENEWAL OF THE AGREEMENT BETWEEN COMMISSIONERS AND THE WELLNESS ALLIANCE FOR THE EMPLOYEE ASSISTANCE SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a renewal of the agreement between the Belmont County Commissioners and the Wellness Alliance for the Employee Assistance Services, effective June 1, 2010 through May 31, 2011 as follows:

- \$90.00 per hour for counseling sessions
- 100.00 per hour for Prevention sessions

*Note: The Wellness Alliance provides counseling services and prevention sessions for eligible county employees.*

**AGREEMENT**

**Employee Assistance Services**

This agreement is made and entered into this 1st day of May, 2010, by and between Wellness Alliance, St. Clairsville, OH and the Belmont County Commissioners.

Wellness Alliance will provide employee assistance services as outlined in the attached proposal. The fees for counseling sessions (up to three sessions per eligible participant) will be billed quarterly at \$90.00 per hour. If the County selects Prevention Sessions (employee training), the sessions will be billed at \$100.00 per hour.

This contract will stay in full force for one year from June 1, 2010 through May 31, 2011.

Other terms specific to the County will be negotiated and this agreement may be amended any time by an agreement in writing executed with the same formality as this agreement. Either party may terminate this contract with a 30 day written notice.

Linda B. Pickenpaugh /s/ 6-3-10  
Wellness Alliance Representative Date

Ginny Favede /s/ 6-9-10  
Belmont County Commissioner Representative Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF FINAL PLAT APPROVAL FOR  
PETROZZI SUBDIVISION NO. 2  
RICHLAND TOWNSHIP SEC 22, T-7, R-4**

**“Hearing Had-11:00 A.M.”**

Present for the hearing were Engineer Fred Bennett, Ruth Graham, Engineer’s Drafting Technician and Richland Township Trustee Greg Bizzarri. Ruth explains this is across from Mills Road. She presented maps of the area, stating Mr. Petrozzi has split out part to his son. Mr. Bizzarri said the son was building a house, and a 2” sewer line is being run down the road, which will be 4 ft. from the gas line. Mr. Bizzarri asked him to stay on the west side of the gas line. Mr. Petrozzi is doing the work himself. He will have to meet the Water Department’s specs on installing the sewer line and they (the owner) will maintain it for two years after that. Mr. Coffland wanted it noted that the county will not be providing money for anything so the Township Trustees do not come to the board with a request at a later date. Mr. Bizzarri wanted it noted that after two years if the Sewer Department comes in to fix anything, they are responsible for that.

**“FINAL PLAT APPROVAL”  
O.R.C. 711.05**

Motion made by Mr. Probst to grant the final plat for the following:

**RESOLUTION**

**WHEREAS**, this day there was presented to the Board for approval the Final Plat for Petrozzi Subdivision No. 2, Richland Township, Sec. 22, T-7, R-4, which appears to be regular in form and approved by the proper parties;

**THEREFORE**, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees .

Mrs. Favade seconded the motion and upon roll call the vote was as follows:

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

**DISCUSSION HELD RE: 911 DEPARTMENT**

– Mr. Greg Bizzarri, who is on the 911 Board, stated he felt there was a break down in communication between the 911 Department and the Board of Commissioners. He stated their Director, Robyn Marshall, had sent a letter regarding their administration and an increase and adjustments to their wages. Mr. Bizzarri further stated that because Commissioner Coffland mentioned they had taken care of the people at Job & Family Services, they (911) had asked for some clarification in regard to the management staff at 911 and have heard nothing back. Mr. Bizzarri asked if the board has acted on that or if they got the letter as they have heard nothing back. He also asked what was going on regarding the City Watch Grant. In a disaster situation, City Watch allows automatic messages to be broadcast. He said a grant around \$47,000.00 has been awarded and they are still waiting on a response to see if that is going to be a go or not. He asked the board to get back to Director Robyn Marshall. He also advised the maintenance fee of \$4,715.00 is free the first year. It is included in the grant and thereafter they feel there will be enough money made off of providing the Reverse 911 calls to school systems, water departments or anyone who is going to use this system. Mr. Probst advised there has been a committee formed for the Homeland Security Grant on how to disburse the funds. That committee is made up of law enforcement, fire and EMS. Mr. Coffland explained that Mr. Probst called Robyn yesterday and requested additional information and asked how many people were interested in getting on this to help defray some costs. Mr. Coffland said there is a difference of about \$6,000.00 per year for the T1 line charge. This item is scheduled to be discussed next Monday during work session. Mr. Bizzarri stated how useful this could have been during the recent storms. He also said the T1 line is also used at EMA and 911. It can make 16,000 calls per hour through our system, and can jump on the systems of Guernsey County, Ohio County, and Jefferson County. Mr. Bizzarri requested that the Commissioners act on this as soon as possible noting it is a safety issue. Mrs. Favade noted the recurring costs on 911’s behalf and it says monies will be funded by allowing end users, school districts, colleges, pre-schools, etc., to contract. She said, “What we were asking was who was committed to that because that the additional T1 line is going to be an additional \$10,954.00 a year.” Mr. Bizzarri said since it was a safety issue he thought the board would put this at the top of their priority list. Mrs. Favade responded by stating the layoffs of the deputies was also a safety issue. Mr. Coffland said no one is against this, but the board just wants more information. Mr. Probst said, “Let me put this in perspective.” He provided the following explanation: It was agreed upon by the committee who decided not to buy other equipment for the individual departments through Homeland Security funds. That’s how important this City Watch is for fire departments and law enforcement. The only issue we have is the T1 line; the cost which is a little over \$5,000.00. The maintenance fees are going to be picked up by 911. That is the recurring costs we are talking about. The \$5,000.00 for the T1 that we have to come up with every year could be paid for by other users. Mr. Probst continued, “This is important; I am for doing this.” He said the T1 line is also shared by 911 and EMA. If one of the other T1 lines goes down, our communications is going to be jeopardized. This is also a backup besides the City Watch. This can be used for hazmat spills on the interstate, flooding, etc. It may not save everything, but it can help. The safety services in this county have been asking for this since 2004. “We have the opportunity to get this City Watch now through a grant for nothing and for \$5,000.00 I think we should move on this and get the T1 line in place and get the City Watch in place.” “We are behind the times in protecting our citizens.” “It’s time for us to move and it and time for us to get it,” concluded Mr. Probst. He does not think another work session is necessary. He asked that Cindi call and have the T1 line installed along with the City Watch.

**IN THE MATTER OF ENTERING EXECUTIVE  
SESSION AT 11:15 A.M.**

Motion made by Mrs. Favade, seconded by Mr. Probst to enter Executive Session with Mike Kinter, Human Resource Manager, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE  
SESSION AT 11:32 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn Executive Session with Mike Kinter, Human Resource Manager, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION THE FOLLOWING ACTION WAS TAKEN:**

**IN THE MATTER OF RECLASSIFYING COMMISSIONERS’ EMPLOYEE  
AMANDA TIMKO/OFFICE ASSISTANT I**

Motion made by Mrs. Favade, seconded by Mr. Coffland to approve the reclassification of Commissioners’ employee, Amanda Timko, from part time Summer Student to full time Office Assistant I at the hourly rate of eight dollars and fifty cents (\$8.50), effective June 21, 2010, subject to the standard 120 day probation period.

Upon roll call the vote was as follows:

Mrs. Favade	Yes
Mr. Coffland	Yes

Mr. Probst Yes

**BREAK**

**IN THE MATTER OF APPROVING THE TRANSFER OF MONIES FROM THE GENERAL FUND TO THE S33 DISTRICT DETENTION HOME FUND FOR 3<sup>RD</sup> QUARTER 2010 EXPENSES**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the transfer of \$115,000.00 from the Belmont County General fund to the S33 District Detention Home fund for 3<sup>rd</sup> quarter 2010 expenses.

Upon roll call the vote was as follows:

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

*Note: Commissioner Probst stepped out of the meeting just before the following Executive Session and joined in during the session.*

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:00 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter Executive Session with Mike Kinter, Human Resource Manager, Sheriff Thompson and Deputy Glenn Moore, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:35 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to adjourn Executive Session with Mike Kinter, Human Resource Manager, Sheriff Fred Thompson and Deputy Glenn Moore, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

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

**BREAK**

**IN THE MATTER OF THE VACATION OF A PORTION OF ASH ALLEY LOCATED IN WEST BELLAIRE, PULTNEY TWP. SEC. 36, T-2, R-2/RD IMP 1106**

Office of County Commissioners  
Belmont County, Ohio

A Public Road

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 9<sup>th</sup> day of June, 2010, at the office of the Commissioners with the following members present:

Mrs. Favede  
Mr. Coffland  
Mr. Probst

**RESOLUTION – ORDER TO CLOSE ROAD**

Sec. 5553.10 R.C

Mrs. Favede moved the adoption of the following Resolution:

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

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

RESOLVED, that it is hereby ordered that the proceedings be recorded as provided by law, and that said roads be <sup>1</sup>vacated, as ordered heretofore, made on journal of the date of May 27, 2010, and a copy of this resolution be forwarded to the Smith Township Trustees.

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

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

Adopted the 9<sup>th</sup> day of June, 2010.

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

**IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 1:40 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 1:40 p.m.

Upon roll call the vote was as follows:

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

June 9, 2010

June 9, 2010

Read, approved and signed this 16th day of June, 2010.

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

We, Ginny Favede 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