

St. Clairsville, Ohio

March 12, 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 and others	Salaries-Veterans/General Fund	5,025.00
A-AT&T	Telephone-Public Defender/General Fund	218.47
A-Imperial Plaza Development Corp.	Rent settlement & March rent/General Fund	38,000.00
A-OPEX Communications, Inc.	Long Distance-Public Defender/General Fund	8.88
B-Crossroads Counseling	Court ordered counseling-Northern/Indigent Drivers Alcohol Fund	1,352.71
B-Crossroads Counseling	Court ordered counseling-Western/Indigent Drivers Alcohol Fund	847.07
M-Gabriel Brothers	Clothing/Placement II-Juvenile Court	198.29
M-Mary Lyle	Mileage/Intake Coordinator-Juvenile Court	121.50
M-Tina Deese	Reimburse overpayment/Intake Coordinator-Juvenile Court	10.00
N-Argo Sales Co., Inc.	Rebar/Bridge & Retaining Wall Construct. Improv. Fund	1,724.33
N-Carr Concrete	Concrete Box Beam/Bridge & Retaining Wall Construct. Improv. Fund	12,948.90
N-Carr Concrete	Concrete Box Beam/Bridge & Retaining Wall Construct. Improv. Fund	11,970.55
P-Eastern Ohio Regional Wastewater Authority	Sewage Disposal/BCSSD Funds	33,489.52
P-Municipal Utilities	Purchased Water/BCSSD Funds	313.92
P-Rose Products & Services	Supplies/BCSSD Funds	224.45
P-The Times Leader	Annual subscription/Special Emergency Planning Fund-LEPC	152.40
S-Comcast	Internet/Northern Div. Ct. Computer Fund	105.05
S-Crystal Springs	Water/Western Ct. General Special Projects	39.50
S-Digital Data Communications	Printer and stand/Juvenile Ct. General Special Projects	590.01
S-McGhee & Co.	Supplies/Northern Ct. – General Special Projects	196.80
S-Ohio State Bar Association	District Bar Meeting/Western Ct. General Special Projects	80.00
S-Staples Credit Plan	Supplies/Oakview Juvenile Residential Center	49.98
S-TSG	Remote Backup/Northern Div. Ct. Computer Fund	34.42
S-TSG	Rack Mount for File Server/Western Ct. Gen. Special Projects	4,933.00
S-Waltz Certified Mail Solutions, Inc.	Certified Mailers/Probate Court Computer Fund	358.36
Y-Belmont Co. Drug Task Force	Grant Monies/Drug Task Force Fund	4,240.59

**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 March 12, 2010 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$55,488.22; \$17,532.93; \$8,349.75; \$1,030.41; \$4,473.76; \$6,857.35; \$245.60
A-GENERAL/AUDITOR	\$718.20
A-GENERAL/EMA	\$2,266.08
A-GENERAL/HEALTH DEPT.	\$632.63
A-GENERAL/SHERIFF	\$690.37; \$10,920.90
B-Dog Kennel	\$9,627.32
H-Job & Family, CSEA	\$4,281.88; \$8,458.64
H-Job & Family, Public Assistance	\$3,194.42; \$56,551.89
H-Job & Family, WIA	\$1,206.18
K-Engineer MVGT	\$109,633.76; \$6,213.35; \$6,697.99
M-Juvenile Ct. – Title IV-E Reimb	\$184.64; \$205.06
P-Oakview Admin. Bldg.	\$1,999.23
P-Sanitary Sewer District	\$6,725.60; \$3,338.36; \$1,098.33; \$9,831.92
S-Certificate of Title Admn. Fund	\$820.30
S-District Detention Home	\$4,976.27
S-Eastern Ct. General Special Projects	\$339.90
S-Job & Family, Children Services	\$45,771.80
S-Oakview Juvenile Residential Center	\$4,526.19
S-Sheriff Commissary	\$2,308.60; \$500.79
S-Western Div. Court Computer Fund	\$4,591.70; \$18,667.00
W-Law Library	\$6,779.67

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. Coffland to approve the following transfer within General Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stab (Commissioners)	E-0051-A001-A17.000 Memorial Day	\$5,000.00

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. Coffland to approve the following transfer within General Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0160-A009-D06.000 Memorial Day Exp (Veterans)	E-0160-A009-D12.000 Utilities	\$5,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR  
THE DISTRICT DETENTION HOME FUND S33**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers within fund for the District Detention Home Fund S33.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0910-S033-S45.004 Workers Comp	E-0910-S033-S47.006 Hospitalization	600.00
E-0910-S033-S45.004 Workers Comp	E-0910-S033-S37.000 Contract Repairs	1,000.00
E-0910-S033-S45.004 Workers Comp	E-0910-S033-S48.007 Unemployment	2,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE  
WAIVED HOSPITALIZATION CHARGEBACKS FOR  
THE MONTHS OF DEC. 2009, JAN. & FEB., 2010**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds

for Waived Hospitalization for the months of Dec. 2009, Jan. & Feb. 2010.

<b>FROM</b>		<b>TO</b>	
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	562.50
E-2226-T079-T01.002	WELCOME HOME	R-9891-Y091-Y03.500	0.00
E-2150-H030-H11.000	COUNTY HOME	R-9891-Y091-Y03.500	0.00
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091-Y03.500	112.05
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	224.31
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091-Y03.500	114.61
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	84.53
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	19.65
E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	7.35
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	187.50
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	375.00
E-0400-M060-M29.008	JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	187.50
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9890-Y091-Y03.500	187.50
E-0400-M079-M02.008	JUVENILE (Fringes)	R-9890-Y091-Y03.500	187.50
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	187.50
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,999.99
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,000.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	750.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	0.00
E-2410-S066-S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,187.50
E-1550-S082-S14.006	WESTERN COURT/ HOSP.	R-9891-Y091-Y03.500	0.00
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	125.00
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1511-W080-P07.006	VICTIM ASSISTANCE	R-9891-Y091-Y03.500	0.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	187.50
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>187.50</u>
	<b>TOTAL</b>		<b>10,874.99</b>

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to execute payment of Then and Now Certification dated March 12, 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:

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

**IN THE MATTER OF GRANTING PERMISSION  
FOR COUNTY EMPLOYEES TO TRAVEL**

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

**AUDITOR** – Debbie Meloy and Sheila Turner to travel to Belmont Technical College, St. Clairsville, OH, on May 12, 2010, to attend STRS Workshop. Estimated expenses: \$50.00

**BCDJFS** – Michael Schlanz, William Marinacci and Vincent Gianangeli to travel to Columbus, OH, on various dates in March, April and June, 2010, to attend various meetings and trainings. Estimated expenses: \$882.40

**SANITARY SEWER DISTRICT** – Dan Walls and Kelly Porter to travel to Pittsburgh, PA, on March 23, 2010, to attend a Confined Space Safety Class.

**VETERANS** – Five Commission members to travel to Columbiana County, to attend the District 8 Meeting on March 21, 2010. Estimated expenses: \$200.00

Christy Taylor to travel to Columbus, OH, on April 5-8, 2010, to attend New Service Officers Training. Estimated expenses: \$600.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING AND AN EMERGENCY MEETING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 11, 2010, February 17, 2010, February 24, 2010, and Emergency Meeting of February 22, 2010.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING AND SUBMITTING THE 2010 SUBGRANT AWARD AGREEMENT FOR THE PROSECUTOR'S DRUG TASK FORCE GRANT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the signing and submittal of the 2010 Subgrant Award Agreement for the Belmont County Prosecutor's Drug Task Force grant as follows:

Subgrant No.: 2009-JG-A01-6646  
 Title: Belmont County Drug Task Force  
 Subgrantee: Belmont County Commissioners  
 Award Period: 1/1/2010 to 12/31/2010

Award Amounts:	JAG Funds	\$19,689.75
	Cash Match	\$ 6,563.25
	Inkind Match	0.00
	Project Total	\$26,253.00

*Note: Cash Match will be paid from Prosecutor's funds.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REQUEST FROM THE TOURISM COUNCIL FOR ADDITIONAL MONIES FOR THE 2010 TOURISM GRANT PROGRAM**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the request from the Belmont County Tourism Council to forward an additional \$30,000.00 from the lodging tax receipts for the 2010 Tourism Grant Program expenses during the month of March.

*Note: This is in addition to their monthly \$20,000 allotment for operating expenses.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT ADDENDUM WITH ACS STATE AND LOCAL SOLUTIONS, INC. DBA ACS GOVERNMENT RECORDS MANAGEMENT/RECORDER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a Contract Addendum with ACS State and Local Solutions, Inc. DBA ACS Government Records Management, on behalf of the Belmont County Recorder, in the amount of \$24,999.84 for back scanning of county records to January 1, 1999; this amends the existing contract executed December 1, 2004 and will be paid from the Recorder's Special Projects fund.

*Note: Approximately 277,776 images at \$0.09 per image = \$24,999.84*

**CONTRACT ADDENDUM**

This Contract Addendum (hereinafter "Addendum") entered into this 12<sup>th</sup> day of March, 2010 by and between ACS State and Local Solutions, Inc. (A Delaware Corporation), DBA ACS Government Records Management, hereinafter referred to as "the Contractor" or "ACS") with principle offices located at 7030 Fly Road, P.O. Box 4889, Syracuse, New York, 13221, and Belmont County, OH (hereinafter referred to as the "County") with principle offices located at 101 Main Street, St. Clairsville, OH 43950 (hereinafter collectively the "Parties") hereby amends the existing Contract for Professional Services that was executed on December 1, 2004.

**WHEREAS**, the County exercised the first of two five (5) year extension options on April 7, 2009, thereby extending the current Contract through December 1, 2014.

**WHEREAS**, Contractor and the County mutually desire to modify the Contract to add the additional services as listed below:

**Back Scanning by County Personnel**

1. County to Back Scan County Records to January 1, 1999  
Approximately 277,776 images @ \$0.09/image = \$24,999.84
2. County will provide personnel and labor to back scan the documents.
3. ACS will add back scanning module with auto page flip function to the current LandMarc System, providing disc space on the server, digital archiving of the images, and support/training for the project and wear and tear on scanning hardware.
4. All other terms of the Contract between the Parties shall remain in full force and effect unless specifically modified herein.

**ENTIRE AGREEMENT:** The Contract and this Addendum, constitute the entire agreement and supersedes all prior representations, proposals, contracts, discussions and communications, whether oral or in writing (unless otherwise specifically incorporated into a particular attachment). This Addendum may be modified only in writing and as mutually agreed upon by the Parties and shall be enforceable in accordance with its terms when signed by both parties hereto.

**Belmont County, OH**

**ACS State and Local Solutions, Inc.  
Government Records Management Division**

March 12, 2010

Matt Coffland /s/

Name and Title

Ginny Favede /s/ Commissioner

Charles R. Probst, Jr. /s/ (Commissioner)

Name and Title

DATED: 3/12/10

APPROVED AS TO FORM:

David K. Liberati /s/ (Assistant)

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Randy G. Hale /s/

Randy G. Hale, Vice President

DATED: 3/3/2010

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

**IN THE MATTER OF ENTERING INTO A ONE YEAR  
SERVICE AGREEMENT WITH FOREMOST SAFETY SOLUTIONS/  
BELMONT CO. EMA**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a one (1) year Service Agreement with Foremost Safety Solutions, Inc., on behalf of Belmont County Emergency Management Agency in an amount not to exceed \$92,500.00 for furnishing an emergency navigational system for Belmont County Schools, effective March 12, 2010.

*Note: This contract will be paid from a Homeland Security grant secured by the Belmont County EMA.*

**SERVICE AGREEMENT  
GENERAL TERMS AND CONDITIONS**

**Effective Date of Agreement: March 12, 2010**

**This Agreement is entered into by and between: Foremost Safety Solutions, Inc. and Belmont County Board of Commissioners on behalf of Belmont County EMA**

**Client: Belmont County EMA  
Address: 68329 Bannock Road  
City, State Zip: St. Clairsville, OH 43950  
Attention: Mr. Dave Ivan  
Phone/Fax Number: 740-695-5984**

*And*

**Service Provider: Foremost Safety Solutions Inc.  
Corporate Address: 7791 Capitol Blvd., Suite #7  
City, State Zip: Macedonia, OH 44056  
Attention: Roy Meadows  
Phone/Fax Number: 330-842-7070**

**These General Terms and Conditions, Work Orders and any addenda thereto constitute the entire agreement between Client and Foremost and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter, and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by an authorized officer. All provisions will survive termination or completion of Work under this Agreement.**

**This Agreement is effective as of the day and year first above written and duly executed by authorized representatives of Client and Foremost.**

**For Client:**

Signature: Ginny Favede /s/  
Printed Name: Ginny Favede  
Title: Commissioner  
Date: 3/12/10

**For Foremost:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM;

David K. Liberati /s/ (Assistant)

PROSECUTING ATTORNEY

**SERVICES**

Foremost will initiate the Work upon receipt of Client's approved and accepted Bid along with having executed this General Terms and Conditions. All of these work orders are acknowledged to be incorporated into and made a part of this Agreement. All Work performed by Foremost, under written authorization from Client, shall be governed by the terms of this Agreement. Client's approval and acceptance of the Bid and further authorized work will be supported by client's purchase orders.

**COMPENSATION FOR SERVICES**

Client will compensate Foremost in accordance with the Cost set forth in the Bid, not to exceed the amount of \$92,500.

**INVOICES**

Foremost asks for a deposit of fifty percent (50%) of the quoted cost (not including shipping and handling) at the time the Proposal is approved by both parties, or if verbally agreed upon. Foremost will submit and invoice client for the remaining balance due. Payment in full is due thirty (30) days from date of the invoice. If Client objects to all or any portion of the invoice, Client will notify Foremost within five (5) business days from date of receipt of invoice and will pay that portion of the invoice that is not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Interest at the lesser of one and one-half percent (1.5%) per month or the highest legally permissible rate, will be applied to the outstanding undisputed balance for accounts not paid within thirty (30) calendar days from the billing date. Client agrees to pay all costs incurred in the collection of any delinquent amount. If Client utilizes a purchase order or similar system, it shall promptly issue such orders to Foremost. Client's failure to issue orders in a timely manner shall not relieve Client from its obligation to pay Foremost's invoices in accordance with the terms of this Agreement.

**TERM**

The term of this Agreement shall be one (1) year from its effective date. The Agreement may be extended for additional one-year periods by mutual written consent of both parties. Notwithstanding the foregoing, Client or Foremost may terminate this Agreement in accordance with the sections of this Agreement entitled Termination - Default and Termination or Suspension-Convenience.

**STANDARD OF CARE**

Foremost's Work will be performed with the degree of skill and care ordinarily used in like cases by reputable consultants practicing in the same area of expertise and in the same locality where the Work is to be performed under like circumstances. Foremost will use reasonable diligence and judgement in the delivery of its consulting services. Note: Colorizing is fundamental to the presentation of this data, whether viewed in hardcopy format or via computer monitor. Be aware that the hues or intensity of these colors may vary slightly based on media factors beyond Foremost Safety's control, i.e. paper specifications, printer/copies capabilities, PC monitor setup, etc. No warranty or guaranty as to the results of the consulting services is expressed or implied, and the parties agree that no other provision of this Agreement, or in any proposal or Foremost's Work product, establishes or is intended to establish any liability upon Foremost in excess of this Standard of Care.

**INDEMNITY**

With respect to consulting services under this Agreement, Foremost will indemnify and hold harmless Client, its officers and employees from and against any and all actions, claims, damages, or expenses, including reasonable attorney's fees and court costs that may be asserted by any person or entity to the extent the same are caused solely by the negligent acts, errors or omissions of Foremost in the performance of its Work under this Agreement.

Client will defend, indemnify and hold harmless Foremost, its officers, directors, employees, contractors, and subcontractors from and against any and all actions, claims, damages, or expenses, including reasonable attorney's fees and court costs, that may be asserted by any person or entity, including but not limited to personal injuries, including disease and death, property loss or damage, injuries to others (including personnel of Client, Foremost, or subcontractors performing work hereunder), to the extent caused by Client's activities pursuant to this Agreement except if such injury, loss or damage is caused by the negligence of Foremost.

Neither Client nor Foremost shall be liable to each other or to any third party, for special, incidental, consequential or penalty loss or damage, including, without limitation, lost profits.

#### **INSURANCE**

Foremost will maintain the following insurance policies and minimum limits:

Workers' Compensation Insurance - Statutory;

Commercial General Liability insurance - \$1,000,000 per occurrence and \$1,000,000 aggregate;

Automobile Liability - \$1,000,000 combined single limit;

Contractors' Liability - \$1,000,000 per claim and aggregate.

Surety Bond-

Certificates will be provided to Client showing proof of above insurance, upon request. The Certificate will contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) calendar days advance written notice has been given to Client. If, during the terms of this Agreement, insurance of these types and limits become commercially unavailable to Foremost's industry at a reasonable price, Foremost shall promptly notify Client. In such circumstances, the parties agree to renegotiate these insurance requirements in good faith.

#### **LIMITATION ON LIABILITY**

Client recognizes that Foremost has not included unlimited liability in its Cost of Services. Therefore, in consideration of the mutual benefits to both parties, it is understood and agreed that any liability arising out of any claim, cause of action or other assertion of liability for loss or damage allegedly caused, in whole or in part, by the acts, errors or omissions of Foremost in connection with any aspect of the Work performed by any party pursuant to this Agreement shall be limited. Specifically, Foremost's total aggregate liability to all parties, including, without limitation, Client and any third party, is hereby limited to the compensation payable directly by Client to Foremost for Foremost's services to be rendered directly by Foremost to Client hereunder. The provisions of this Section shall apply to any and all claims, causes of action or other proceedings of any kind or nature whatsoever, regardless of the legal theory upon which any such claim, cause of action or proceeding is predicated.

#### **CONFIDENTIALITY**

Each party will retain as confidential all information, including but not limited to intellectual property and data, delivered to it by the other party ("Confidential Information"). Confidential Information will not be disclosed to any third party, unless required by law or regulation. However, nothing herein is meant to preclude either party from disclosing and/or otherwise using Confidential Information when it is:

- known to the receiving party before being obtained from the transmitting party; or
- generally available to the public; or
- obtained from a third party who is not under any obligation of confidentiality to the transmitting party; or
- obtained following written release by the transmitting party.

#### **INFORMATION PROVIDED BY OTHERS**

Foremost will be entitled to rely on the accuracy and completeness of documents, data and information that are collected or prepared by Client or by others except in those instances where Foremost's verification of such information is specifically set forth in the Work Plan. Client hereby represents and warrants the accuracy and completeness of documents, data, and information that are collected or prepared by the School District Clients or by others except in those instances where Foremost's verification of such information is specifically set forth in the Work Plan. Foremost is not liable to Client or any third party for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents, data or other information that were not prepared, collected or supplied by Foremost, including but not limited to utilities, and/or structural features that were incorrectly identified on maps, plans or documentation that Client and/or Client's agents approved as correct and/or furnished to Foremost in connection with the Work. Client shall defend, indemnify and hold Foremost harmless with respect to claims arising from Foremost's reliance upon such information.

**FACILITY SAFETY PLANS** Client recognizes community and societal circumstances can vary over time and that structural features and conditions of buildings and facilities can also change from the time when data are obtained by or provided to Foremost. Furthermore, limitations on available data results in a degree of uncertainty with respect to the application of Foremost's consulting services to such circumstances, structural features and conditions.

It is understood and agreed by the parties that an absolute determination of all safety and security risks of a given property or facility cannot be made. The extent of information and data collection and analysis is that as deemed appropriate for a given facility is balanced against a reasonable cost for services. As such, Client understands and agrees that Foremost does not provide, does not claim to provide, and specifically disclaims any guarantees, certifications, or warranties that a given facility is entirely free from safety and security risks.

#### **OWNERSHIP AND USE OF DOCUMENTS**

Unless otherwise agreed by the parties hereto in writing, the final work product(s) prepared pursuant to this Agreement shall remain the property of Client; however, Foremost shall own and be entitled to retain a copy of its work product(s), including but not limited to interim files, for its records subject to the terms of confidentiality herein. Reuse of Foremost's work product(s) by anyone shall be at the user's sole risk. It is understood that some of the work products (whether in hard copy or digital format) provided to the Client may contain sensitive information and should be considered confidential and protected appropriately. As such, the digitally recorded information is password protected. Also, the Client assumes the responsibility to distribute this information to selected parties, and to inform Foremost of the identity of those parties so that follow-up services (installation, training, troubleshooting, error correction, etc.) can be rendered to those possessing the information.

#### **FORCE MAJEURE**

Except for payments due under this Agreement, Client or Foremost will be excused for any delays in the performance of this Agreement unavoidably caused by the act of the other, the acts of any governmental authority, public enemy, God, the elements, strikes or walkouts, or any other causes reasonably beyond that party's control that could not have otherwise been avoided through the exercise of due care. Each party will use reasonable diligence to avoid any such delay and will resume performance under this Agreement as promptly as possible.

#### **TERMINATION- DEFAULT**

Client or Foremost may terminate this Agreement upon ten (10) business days advance written notice should the other party fail to substantially perform in accordance with the terms of this Agreement. The terminated party will have ten (10) business days following date of the notice to cure its default under this Agreement to the reasonable satisfaction of the other party. Foremost shall be paid for all Work satisfactorily performed prior to such notice of termination.

#### **TERMINATION OR SUSPENSION- CONVENIENCE**

Client may, at its discretion, upon ten (10) business days advance written notice to Foremost, terminate or suspend all or any portion of any work order issued pursuant to this Agreement. Upon receipt of a notice of termination or suspension, Foremost will discontinue Work, placement of orders, contracts, and rental agreements to the extent they relate to suspended Work. Client will pay Foremost for the Work completed to the date of the termination or suspension and any reasonable additional costs incurred by Foremost by reason of the termination or suspension. Unless otherwise specifically stated in the notice, Foremost will continue to protect and maintain the Work theretofore completed, including those portions on which services have been suspended, the cost of which will be borne by Client.

Either Client or Foremost may, at their sole discretion, upon ten (10) business days advance written notice to the other, terminate this Agreement for convenience. Unless otherwise set forth in such notice of termination, Foremost shall complete all Work prior to the date of the notice of termination unless otherwise advised by Client in writing.

In the event of any termination or suspension for convenience, Foremost shall be paid for all Work satisfactorily performed, in whole or in part, prior to such notice of termination or to complete the Work.

#### **AFFIRMATIVE ACTION**

It is the policy of Foremost to comply with all state and federal regulations concerning equal employment opportunity. This policy establishes an Affirmative Action Program composed of specific steps undertaken to implement this policy in compliance with the regulations provided by the Secretary of Labor in 41 C.F.R. Chapter 60 et seq. The purpose of the Affirmative Action Program is to ensure every good faith effort is made to hire and maintain in all job categories qualified people from minority groups and females. The program is designed to assist Foremost in meeting its obligations under applicable Executive Orders and Title VII of the Civil Rights Act of 1964.

#### **ALTERNATIVE DISPUTE RESOLUTION**

Unless otherwise mutually agreed by Client and Foremost, and except for applications for extraordinary or provisional remedies such as injunctive relief or specific performance, any unresolved claim, dispute or other matters in question between the parties related to this Agreement shall be resolved as follows: a) authorized representatives of Client and Foremost will meet to review and attempt in good faith to resolve the controversy or claim; and if unsuccessful, b) submit the dispute to non-binding mediation; and if unsuccessful, c) submit the dispute to binding arbitration according to the Rules of the American Arbitration Association currently in effect. The prevailing party shall be entitled to recover any and all associated fees including reasonable attorneys' fees and costs. It is understood and agreed by the parties hereto that the arbitrator cannot award punitive damages or provisional relief to either party.

**ASSIGNMENT**

This Agreement will not be assigned by either party without advance written approval of the other party. In the event this Agreement is assigned, the party to whom the assignment is made shall assume all of the obligations, duties and rights to the same extent as the party making the Assignment.

**SUBCONTRACTS**

Without prior approval of Client, Foremost may engage suitably trained and skilled persons or firms, including, without limitation, any affiliate of Foremost, to perform any part of the said obligations. Nothing herein, however, shall relieve Foremost from its duties and obligations as set forth in this Agreement.

**INDEPENDENT CONTRACTOR**

In performing the Work under this Agreement, Foremost will operate as, and have the status of, an independent contractor and will not act as or be an employee, representative or agent of Client. Foremost will be solely responsible for determining the means and methods for performing the Work described in the section of this Agreement entitled Services.

**NO WAIVER**

The failure of either party to insist on strict performance of the terms hereunder will not be deemed as a waiver of any rights or remedies that such party may have for any subsequent breach, default, or non-performance and either party's right to insist on strict performance of this Agreement. No waiver is valid unless set forth in writing signed by the waiving party.

**NOTICES**

All notices required to be given or made pursuant to any of the provisions of this Agreement shall be deemed to have been duly given or made for all purposes (i) if hand delivered - on the day delivered; (ii) if sent by a nationally recognized overnight courier - on the next business day after it is sent; (iii) if sent by telephone facsimile transmission - upon confirmation of delivery; or (iv) if mailed by first-class mail, postage prepaid - on the third (3rd) day after depositing in the mail, to the applicable addresses set forth above or to such other address as such party has designated by notice so given to each other party. Routine project communications and correspondence shall be directed to Foremost's Project Manager by the means and in the format mutually acceptable to the parties.

**SEVERABILITY**

It is intended that each section of this Agreement will be viewed as separate and divisible, and in the event that any section, or part thereof, is held to be invalid, the remaining sections and parts will continue to be in full force and effect.

**PRECEDENCE**

This Agreement will take precedence over any inconsistent or contradictory provisions contained in any purchase order, requisition, notice to proceed, or like document regarding the Work. In the event of any inconsistency between the text of this Agreement and other documents incorporated by reference, the order of precedence will be as follows:

- These General Terms and Conditions and any addenda thereto
- Foremost's Proposals and any Change Orders thereto.

**GOVERNING LAW**

The laws of the State of Ohio without regard to its conflict of laws doctrine, will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement will be brought in the courts of the State of Ohio.

**Form: FSS 003 (rev 8/9/05)**

759551\_1

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE  
FOR M & G ARCHITECTS & ENGINEERS, INC./NEW EASTERN  
DIVISION COURT BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the payment of Invoice # 10983 in the amount of \$1,874.25 for M&G Architects & Engineers, Inc., Wheeling WV, for professional services for the period of February 1, 2010 through February 28, 2010 for the New Eastern Division Court Building/Construction Administration Phase.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE ANNUAL AMBULANCE  
SERVICE CONTRACTS WITH VARIOUS FIRE DEPARTMENTS FOR THE YEAR 2010**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into the annual ambulance service contracts, pursuant to O.R.C.307.051, in the amount of \$6,500.00, with the following fire departments for the year of 2010.

The following shall provide ambulance service to the residents of Belmont County within their general jurisdiction and locale and for services rendered shall be paid by the County the sum of \$6,500.00.

**Ambulance Contract List**

Barnesville Emergency Squad	Barton Vol. Fire Department
Beallsville Vol. Fire Department	Belmont Vol. Fire Department
Bethesda Vol. Fire Department	Bridgeport Fire & Emergency Department
Brookside Vol. Fire Department	Colerain Vol. Fire Department
Cumberland Trail Fire District	Flushing Vol. Fire Department
	Holloway Fire Dept. & Emergency Squad
Lafferty Vol. Fire Department	Martins Ferry Fire & Emergency Squad
Maynard Vol. Fire Department	Neffs Vol. Fire Department
Powhatan Emergency Squad	
Shadyside Vol. Fire Department	Smith Township Vol. Fire Department
Somerton Vol. Fire Department	Spirit of 76 Vol. Fire Department
Sunset Heights Fire Department	Wolfhurst Vol. Fire Department
Yorkville Vol. Fire Department	

**AMBULANCE SERVICE CONTRACT**

This contract made and entered into this 12th day of March, 2010, by and between the Board of County Commissioners of Belmont County, party of the First part, and (SEE ABOVE LIST), party of the second part.

WHEREAS, pursuant to Revised Code Sec. 307.051 enacted by the Ohio General Assembly, the County Commissioners are hereby authorized to enter into contracts in order to obtain ambulance service for the people of BELMONT County, Ohio; and

WHEREAS, Pursuant to Revised Code Sec. 307.051, the board has allocated and set aside for the year 2008 the sum of \$6,500.00 to be used for this purpose throughout Belmont County;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

SECTION I. That said party of the second part shall furnish ambulance service to the people of Belmont County within their general jurisdiction and locale and for services rendered for the year 2008, shall be paid by said County the sum of \$6,500.00.

SECTION II. It is further agreed and understood by and between the parties hereto that the second party is an independent operator working and operating under his own direction and control and using his own facilities, equipment, and men, and is in no manner controlled by party of the first part; as such independent operator, the second party does hereby agree to save the first party harmless from any act of negligence, malfunction of equipment or any acts performed by second party in rendering ambulance service to the residents of this County within his general jurisdiction.

This contract shall be in full force and effect from the date of signing for one year unless sooner terminated by the terms hereof.

**ATTEST:** **BELMONT COUNTY COMMISSIONERS**

Kathy Marino /s/ Matt Coffland /s/  
Jayne Long /s/ Ginny Favede /s/  
Charles R. Probst, Jr. /s/

**ORGANIZATION:**

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**SIGNATURES**

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE RENEWAL OF THE LEADS PARTICIPATION AGREEMENT/SHERIFF**

Motion made by Mr. Coffland, seconded by Mrs. Favede authorizing Board President Ginny Favede to sign, on behalf of the Board of Belmont County Commissioners, the renewal of the LEADS (*Law Enforcement Automotive Data Entry System*) participation agreement for the Belmont County Sheriff's Office.

*Note: LEADS enables the Sheriff's Department to obtain criminal history for booking and entering warrants.*

**Participation Agreement**

(A) LEADS with terminal agency

I accept responsibility to comply with rules 4501:2-10-01 to 4501:2-10-12 of the Administrative Code governing LEADS. Failure to abide by these rules may result in the termination of LEADS services and/or prosecution when appropriate, as set forth in rule 4501:2-10-11 of the Administrative Code. By endorsing the agreement the administrator agrees to cooperate to:

- (1) Investigate alleged violations of LEADS/NCIC/NLETS rules
- (2) Take appropriate administrative or criminal action when applicable and notify the LEADS CSO in writing as soon as possible.
- (3) Maintain appropriate service level agreements on any agency owned equipment used as the primary LEADS terminal and to resolve service fees when needed
- (4) Complete the new administrator indoctrination training
- (5) Utilize only standard, LEADS accepted, network communication protocols for systems connected to LEADS. No special code or programming shall be installed on the LEADS network to communicate with an individual agency. The agency equipment shall utilize one of the standard protocols offered by LEADS. If at any time the local equipment is suspected of causing problems on the LEADS network, the local agency shall disconnect their equipment from the LEADS communications lines. The equipment shall remain disconnected until it is determined the problem does not reside in the local agency equipment or the agency equipment has been repaired at the agency expense.
- (6) Allow no special programming code which would enable communication to an individual agency to be installed on systems connected to LEADS without prior approval of the chair of the LEADS steering committee.
- (7) Remove any local equipment connected to LEADS that is suspected of causing system network problems.

Terminal: Belmont County Sheriff's Office  
Address: 68137 Hammond Road, St. Clairsville, OH 43950  
Terminal agency ORI: OH0070000 - Telephone: (740) 695-7933  
Terminal agency authorized agent:

Fred A. Thompson /s/  
(agency administrator)

Fred A. Thompson, Sheriff

(name & title typed or printed)

Date: March 5, 2010

If you do not have authority to commit this agency to a financial agreement, this document shall also be signed by the person(s) having such authority:

Ginny Favede /s/

(agency fiscal commitment)

PRESIDENT BOARD OF BELMONT COUNTY COMMISSIONERS

Date: 3/12/10

LEADS Steering Committee Chairperson:

\_\_\_\_\_  
Major Herbert B. Homan

(name & title typed or printed)

Date: \_\_\_\_\_

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE RENEWAL OF THE LEADS PARTICIPATION AGREEMENT/911**

Motion made by Mr. Coffland, seconded by Mrs. Favede authorizing Board President Ginny Favede to sign, on behalf of the Board of Belmont County Commissioners, the renewal of the LEADS Participation Agreement for Belmont County 9-1-1.

*Note: LEADS enables the 911 Department to obtain necessary information for the police and fire departments- run license plates, driver's license, etc.*

**Participation Agreement**

(A) LEADS with terminal agency

I accept responsibility to comply with rules 4501:2-10-01 to 4501:2-10-12 of the Administrative Code governing LEADS. Failure to abide by these rules may result in the termination of LEADS services and/or prosecution when appropriate, as set forth in rule 4501:2-10-11 of the Administrative Code. By endorsing the agreement the administrator agrees to cooperate to:

- (1) Investigate alleged violations of LEADS/NCIC/NLETS rules

- (2) Take appropriate administrative or criminal action when applicable and notify the LEADS CSO in writing as soon as possible.
- (3) Maintain appropriate service level agreements on any agency owned equipment used as the primary LEADS terminal and to resolve service fees when needed
- (4) Complete the new administrator indoctrination training
- (5) Utilize only standard, LEADS accepted, network communication protocols for systems connected to LEADS. No special code or programming shall be installed on the LEADS network to communicate with an individual agency. The agency equipment shall utilize one of the standard protocols offered by LEADS. If at any time the local equipment is suspected of causing problems on the LEADS network, the local agency shall disconnect their equipment from the LEADS communications lines. The equipment shall remain disconnected until it is determined the problem does not reside in the local agency equipment or the agency equipment has been repaired at the agency expense.
- (6) Allow no special programming code which would enable communication to an individual agency to be installed on systems connected to LEADS without prior approval of the chair of the LEADS steering committee.
- (7) Remove any local equipment connected to LEADS that is suspected of causing system network problems.

Terminal agency name: Belmont County 911  
 Address: P.O. Box 58, St. Clairsville, Ohio 43950  
 Terminal agency ORI: OH007013P - Telephone: (740) 695-9104  
 Terminal agency authorized agent:  
Robyn Marshall /s/ (Director)  
 (agency administrator)

Robyn Marshall, Director  
 (name & title typed or printed)  
 Date: March 9, 2010

If you do not have authority to commit this agency to a financial agreement, this document shall also be signed by the person(s) having such authority:

Ginny Favede /s/  
 (agency fiscal commitment)

PRESIDENT BOARD OF BELMONT COUNTY COMMISSIONERS  
 Date: 3/12/10

LEADS Steering Committee Chairperson:  
Major H. B. Homan /s/

Major Herbert B. Homan  
 (name & title typed or printed)  
 Date: March 3, 2010

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTER-COUNTY ADJUSTMENT OF ALLOCATIONS BETWEEN THE SENECA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE BELMONT COUNTY BOARD OF COMMISSIONERS ON BEHALF OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES/ACCEPTING IM FUNDS**

Commissioner Favede presented the following resolution and moved its adoption.  
 WHEREAS, the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all the deliberations of this Board of County Commissioners and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code, and  
 WHEREAS, the Ohio Administrative Code Section 5101:9-6-82 permits a County department of Job and Family Services to request an inter-county adjustment of funding for certain allocations; and  
 WHEREAS, due to changes in funding for State fiscal year 2010, the Belmont County Department of Job and Family Services is faced with funding deficits and shifting of costs to balance the respective agency budgets. The Ohio Department of Job and Family Services offers counties the opportunity to transfer funds to share with other counties. Because of the loss of Income Maintenance Control funds in State fiscal year 2010, the Belmont County Department of Job and Family Services can utilize additional Income Maintenance Control dollars to lessen the loss of these funds on County operations and cover projected shortfalls.  
 WHEREAS, the Board of Commissioners in Seneca County and their County Department of Job and Family Services have graciously offered \$50,000 of Income Maintenance Control funding to Belmont County. The Belmont County Department of Job and Family Services will accept \$50,000 in Income Maintenance Control funding for utilization in State fiscal year 2010 as an addition to their current Income Maintenance Control allocation. All funds will be utilized in accordance to regulations for Income Maintenance Control funding and this is a one-time transfer of this type of funding.  
 WHEREAS, the Director of the Belmont County Department of Job and Family Services is recommending the approval of the Inter-County Agreement and Certification Release and Acceptance of Funds (JFS 02719) from the Seneca County Department of Job and Family Services.  
 NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, in and for Belmont County, Ohio, hereby approves and agrees to accept \$50,000 in Income Maintenance Control from Seneca County Department of Job and Family Services on behalf of the Belmont County Department of Job and Family Services, through the Inter-County Agreement and Certification Release and Acceptance of Funds (JFS 02719) attached hereto and made a part hereof.  
 BE IT FURTHER RESOLVED, that the Clerk of the Board is hereby directed to forward certified copies of this resolution to the Belmont County Auditor, and the Directors of the Belmont County and Seneca County Departments of Job and Family Services.  
 Commissioner Coffland seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted this 12<sup>th</sup> day of March, 2010

DISCUSSION-Commissioner Favede noted that all Ohio counties are struggling with funding for their Department of Job & Family Services and Belmont County accepts these funds with gratitude.

**IN THE MATTER OF RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTER-COUNTY ADJUSTMENT OF ALLOCATIONS BETWEEN THE SENECA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE BELMONT COUNTY BOARD OF COMMISSIONERS ON BEHALF OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES/RELEASE FEDERAL SOCIAL SERVICE FUNDS**

Commissioner Favede presented the following resolution and moved its adoption.  
 WHEREAS, the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all the deliberations of this Board of County Commissioners



and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code, and

WHEREAS, the Ohio Administrative Code Section 5101:9-6-82 permits a County department of Job and Family Services to request an inter-county adjustment of funding for certain allocations; and

WHEREAS, the Belmont County Department of Job and Family Services has sufficient funding levels remaining in its Federal Social Services (FSS) allocation to provide mandated services for the remainder of the State fiscal year ending June 30, 2010, and will provide all mandated services for the remainder of the State fiscal year, regardless of funding; and

WHEREAS, the Belmont County Department of Job and Family Services certifies that the release of these funds will not leave the County at a funding level below the expenditure level of the preceding State fiscal year, and that this is a one time adjustment that will expire at the end of the State fiscal year, June 30, 2010; and

WHEREAS, the Director of the Belmont County Department of Job and Family Services is recommending the approval of the Inter-County Agreement and Certification Release and Acceptance of Funds (JFS 02719) for the Seneca County Department of Job and Family Services.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, in and for Belmont County, Ohio, hereby approves and agrees to release \$50,000 in Federal Social Services to Seneca County Department of Job and Family Services on behalf of the Belmont County Department of Job and Family Services, through the Inter-County Agreement and Certification Release and Acceptance of Funds (JFS 02719) attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that the Clerk of the Board is hereby directed to forward certified copies of this resolution to the Belmont County Auditor, and the Directors of the Belmont County and Seneca County Departments of Job and Family Services.

Commissioner Coffland seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted this 12th day of March, 2010

**Commissioner Probst arrived at 10:15 a.m.**

**OPEN PUBLIC FORUM** – A. C. Wiethel of Belomar, was present and stated York and Mead Township Trustees met in his office recently to discuss some options for providing a new waterline to the residents of Otto and Scales roads. Mr. Wiethel reported the following: CDBG funds are a possibility. The Water & Sewer Program is a competitive program and this project would only serve 9 or 10 homes. Therefore, it is not going to be competitive for the Water & Sewer Program. That program is a dollar for dollar match for a maximum of \$500,000.00, so you would need at least a \$1 million project. It has been projected this will cost between \$120,000.00 to \$150,000.00 and would have to be matched 50/50. Only 9 to 11 projects are funded on a state level. Those projects generally have consent decrees for sewer and/or health and safety issues. There is a health and safety concern with their wells, which would make it rate high, but it won't rate high on the number of people it serves. CDBG Formula funds are an option, but this project would take up most of the county's formula money. It was talked about working with the county to see if they could supply the material, have it engineered and look at the cost to see if there was a way to get money from other areas. Applying for Issue II Funds is another option. Mr. Wiethel advised the Township Trustees to get the survey done to see if they qualify for CDBG; get a project cost estimate, and get it submitted through a Formula application. Mr. Wiethel said the Trustees are aware that the Formula application has to be presented to the Board of Commissioners by April 23. He explained that the Commissioners review the Formula projects and then they go to ODOD by the end of June. If approved, ODOD will send a grant agreement dated September 1 but it might not be received until October. The environmental review takes 2-3 months then the county requests the release of funds. The project would start in Spring 2011.

Commissioner Probst asked that in the future no votes be taken until he is present. He stated all motions were done before he got here this morning and in the minutes it will reflect he was absent, when actually he was doing county business and also in the hallway talking to people and taking care of business. The Agenda states 10:00 is Regular Business, which is paying the county bills. Mr. Probst said he knows the board is trying to streamline things, but if the motions are going to start at 10:00, he would like to be informed of that. Mr. Coffland responded that in moving forward "we will be doing motions at 10:00."

Richard Hord passed along information to the Board regarding the upcoming Census Town Hall meeting in Martins Ferry, a Town Hall meeting with Senator Jason Wilson and a Hall of Honor ceremony.

**BREAK 10:45 A.M.**

**IN THE MATTER OF THE VACATION OF  
A PORTION OF SMITH TWP. ROAD 212  
(CHARLES SECREST ROAD) SMITH TWP.  
SEC. 32, T-6, R-4/RD IMP 1104**  
A Public Road

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

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 12th day of March 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 February 24, 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 12th day of March, 2010.

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:13 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 11:13 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 17th day of March, 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.

March 12, 2010

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK