

St. Clairsville, Ohio

March 14, 2012

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 Mr. Probst, 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-BP	Gasoline-Coroner/General Fund	293.23
A-BP Products North America	February gasoline-Auditor/General Fund	187.61
A-BP Products North America	February gasoline/General Fund	793.01
A & K-CDW-G, Inc.	Supplies/General Fund and Engineer MVGT Fund	151.00
A-Dalps Fuel Mart & Automotive, LLC	February gasoline/General Fund	74.50
A-Lisa West	Notary test-Public Defender/General Fund	15.00
A-McGhee and Company	Cabinets & supplies/General Fund	2,033.21
A-Print n' Copy	Envelopes/General Fund	127.00
A-Staley Communication	Batteries for XTS 3000/General Fund	145.00
A-Treasurer of State of Ohio	Audit Fees/General Fund	5,327.50
A-Wheeling Health Right, Inc.	2012 Allocation/General Fund	25,000.00
A-Wheeling Office Supply Co.	Supplies/General Fund	1,103.54
B-Crossroads Counseling	Court ordered counseling/Indigent Drivers Alcohol Fund	387.88
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	364.89
N-NAGALV-WV, Inc.	Supplies/Bridge & Retaining Wall Constr. Improve. Fund	678.00
N-Tri-Son Concrete	Concrete/Bridge & Retaining Wall Constr. Improve. Fund	4,185.50
P-Water Bond Retirement Fund	Transfer Out/WWS#3 Revenue Fund	865.84
P-Zemba Brothers	Services/SSD#2 Revenue Fund	3,375.06
S-AT&T	Phone service/Port Authority Fund	158.37
S-AT&T Mobility	Internet/Northern Div. Court Computer Fund	61.05
S-Belmont Community Hospital	Equipment/BCDJFS Senior Program	16,523.00
S-Beth A. Andes, MS	Contracted counselor/District Detention Home Fund	1,400.00
S-H.E. Neumann Co.	Boiler repairs at South School/BCDJFS Senior Program	9,798.76
S-Lilienthal Southeastern	Marriage binders/Probate Court Computer Fund	205.00
S-S.E.O.M.C.C.C.	Association dues/Eastern Ct. General Special Projects	200.00
S-Tronitech	Toner/Probate Court Computer Fund	291.08
W-Pamela S. Bowman	Reimburse expenses/Prosecutor Victim Program	76.52

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for March 14, 2012 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$32,934.16; \$16,571.66; \$2,974.80
A-GENERAL/AUDITOR	\$298.86
A-GENERAL/CHEST CLINIC	\$68.98
A-GENERAL/JUVENILE COURT	\$1,449.80
A-GENERAL/SHERIFF	\$3,524.76
A-GENERAL/911	\$2,394.11
B-Dog Kennel	\$2,413.94
E-911	\$1,141.40
H-Job & Family, CSEA	\$40,180.47
H-Job & Family, Public Assistance	\$3,877.80; \$896.84; \$321.64
H-Job & Family, WIA	\$161,638.81; \$39,037.86; \$3,691.67; \$1,723.00; \$39,037.86
J-Real Estate Assessment Fund	\$1,811.31
K-Engineer MVGT	\$32,393.05; \$46,056.67; \$4,122.68
M-Juvenile Ct. – Care and Custody	\$100.0
M-Juvenile Ct. – Intake Coordinator	\$199.80
M-Juvenile Ct. – Placement Services	\$1,879.84
M-Juvenile Ct. – Placement II	\$98.62
M-Juvenile Ct. – Title IV-E Reimb.	\$916.26
M-Juvenile Ct. – Truant Officer Grant	\$107.55
P-Sanitary Sewer District	\$890.36; \$3,386.39; \$5,066.48; \$1,344.31; \$1,712.27; \$1,306.60
S-Clerk of Courts Computer	\$209.95
S-District Detention Home	\$7,249.05
S-Job & Family, Children Services	\$160,624.77; \$22,489.55
S-Job & Family, Senior Program	\$15,450.15; \$10,466.87; \$700.00
S-Juvenile Ct. Computer Fund	\$90.60
S-Oakview Juvenile Residential Center	\$696.28
S-Sheriff CCW	\$4,138.00
S-Sheriff Commissary	\$1,613.11

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization (Match Money for Mobile Radio Grant for 911 being transferred to the E010 Fund)	E-0257-A015-A15.074 Trans Out	\$124,452.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0055-A004-B25.000 Western Satellite Bldg	E-0055-A004-B05.000 Maintn Repairs	\$ 11,500.00

Upon roll call the vote was as follows:

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

FROM	TO	AMOUNT
WWS #3	WWS #3	
E-3702-P005-P17.002 SALARIES	E-3702-P005-P34.074 TRANS OUT	\$85,000.00

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 OAKVIEW JUVENILE REHABILITATION FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Oakview Juvenile Rehabilitation Fund.

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance	\$ 464.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/
GENERAL FUND TO 911 FUND E010**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between funds from the General Fund to the 911 E010 Fund.

FROM	TO	AMOUNT
E-0257-A015-A15.074 Trans Out (match money for 911 Mobile Radio Grant)	R-2200-E010-E06.574 Trans In	\$124,452.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR FEBRUARY, 2012**

Motion made by Mrs. Favede seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of February, 2012.

Gross Wages P/E 02/11/12 to 02/25/12.

GENERAL FUND

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	4,896.26
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	415.52
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	415.52
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,428.68
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,297.01
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	4,089.53
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	1,396.19
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	639.76
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	4,039.17
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	6,572.31
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,435.48
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,503.42
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	3,686.33
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,740.14
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,436.00
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	5,897.18

RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,933.12
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	3,652.48
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,902.54
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	804.94
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,285.28
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,825.98
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,695.32
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	37.31
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>543.88</u>
		TOTAL GENERAL FUND	71,569.35

DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	730.05
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,792.34
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	340.00
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	333.00
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	753.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	540.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	584.00
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	224.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	470.00
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	944.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	52,918.01
FLOOD GRANT-HUMAN SERV	E-2600-H005-H11.000	R-9895-Y095-Y01.500	4,866.64
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	4,655.74
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	4,301.00
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	971.10
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	12,489.01
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,355.32
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	291.20
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	302.40
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,043.60
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	809.09
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	524.35
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	166.58
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	488.44
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,864.16
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	7,836.60
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	726.77
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,213.58
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	173.01
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	65.82
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	780.76
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	5,934.07
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	7,386.75
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,892.53
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	21,510.83
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	11,103.80
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.98
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	119.56
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,133.75
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	167.20
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	114.20
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	555.72
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	259.00
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,377.71
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	196.00
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	481.42
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	<u>525.22</u>
		TOTAL	237,014.92

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 GENERAL FUND/RECORDER/SHERIFF**

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 March 14, 2012.

E-0121-A006-B02.002 Salaries - Employees \$ 12,000.00

Note: Extended hours contracted with Trinity Energy LLC)

E-0131-A006-A04.002 Salaries – Road \$ 1,200.00

Note: Extended hours contracted with Trinity Energy LLC)

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 14, 2012.

E-2301-E011-E01.011 Contract Services \$ 12,837.89

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 H008 WIA AREA 16 FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 14, 2012.

WIA AREA 16 FUND

E-2610-H008-H05.000 Belmont Co. DJFS-Flood \$ 67,513.50

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 ENGINEER’S MVGT BRIDGE AND CULVERTS 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 March 14, 2012.

E-2813-K000-K29.011 Contract-Services \$ 9,114.00

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 ENGINEER’S MVGT BRIDGE AND CULVERTS 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 March 14, 2012.

E-2813-K000-K29.011 Contract-Services \$ 46,241.03

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 SOIL CONSERVATION FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 14, 2012.

E-1810-L001-L01.002 Salaries 1,595.00

E-1810-L001-L02.010 Supplies 500.00

E-1810-L001-L10.000 Advertising/Printing 1,000.00

E-1810-L001-L14.000 Other Expenses 1,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BOND RETIREMENT-ENGINEER BRIDGE/
RETAINING WALL 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 March 14, 2012.

E-9218-O039-001.050 Principal Payment \$ 156,495.00

E-9218-O039-002.051 Interest Payment \$ 38,247.50

TOTAL \$ 194,742.50

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 CRITICAL INCIDENT STRESS MNGMNT/EMA**

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 January 4, 2012.

E-1726-P096-P06.000 Other Expenses \$ 966.80

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 VARIOUS JUVENILE COURT 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 March 14, 2012.

<u>FUND</u>	<u>AMOUNT</u>
E-1582-S085-S08.000 Computer Expense	\$579.00
E-1589-S096-S10.010 Supplies	\$901.00
E-0400-M062-M01.000 Intake Coordinator Expenses	\$1,190.00
E-0400-M075-M01.000 Other Expenses	\$540.25
E-0400-M064-M05.000 Placement Costs	\$10,673.00
E-0400-M072-M04.000 Drug Court Expenses	\$150.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR OAKVIEW JUVENILE REHAB S030 FUND/
N.S.L.A. OAKVIEW JUVENILE S031 FUND AND
OAKVIEW YOUTH ACTIVITY FUND S032**

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 March 14, 2012.

<u>OAKVIEW JUVENILE REHAB S030</u>		
E-8010-S030-S40.000	Grant Holding Account	1,936.32
E-8010-S030-S72.000	Capital Repairs	14,891.00
<u>N.S.L.A. OAKVIEW JUVENILE S031</u>		
E-8011-S031-S02.000	Food (Meal Tickets)	157.50
E-8011-S031-S02.000	Food (NSLA)	1,894.32
<u>ACTIVITY FUND S032</u>		
E-8012-S032-S00.000	Activity Fund	62.22

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 S54 COMM PLEAS/ MEDIATION 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 March 14, 2012.

E-1544-S054-S01.002 Salaries \$ 5,850.00

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 S89 COMMON PLEAS COURT GENERAL
SPECIAL PROJECTS FUND**

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 March 14, 2012.

S89 COMMON PLEAS COURT GENERAL SPECIAL PROJECTS

E-1572-S089.S06.002	Salaries	\$ 6,000.00
E-1572-S089-S06.003	PERS	1,000.00
E-1572-S089-S01.000	Other Expense	825.00
TOTAL		\$ 7,825.00

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 BELMONT COUNTY PROSECUTOR'S OFFICE
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

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 March 14, 2012.

E-1511-W080-P07.006	Hospitalization	470.17
E-1511-W080-P01.002	Salaries	467.15
E-1511-W080-P05.003	PERS	186.85

Upon roll call the vote was as follows:

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

BCDJFS – Linda Sadosky and senior members to travel to Wheeling Downs for a Martins Ferry Senior Center outing on March 14, 2012.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS
FOR THE ENGINEER'S PROJECT 12-2 BEL-5-7.42
RAMSAY RIDGE ROAD REPAIR PROJECT**

Motion made by Mr. Probst, seconded by Mr. Coffland to advertise for bids for the Belmont County **Engineer's Project 12-2 BEL-5-7.42 Ramsay Ridge Road Repair Project**, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

Note: This project will be funded 75% FEMA, 12.5% OEMA and 12.5% MVGT. This is to construct a retaining wall and repair an embankment failure.

**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 **11:00 A.M. (Local Time) Wednesday, April 4, 2012** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as **PROJECT 12-2, BEL-5-7.42 RAMSAY RIDGE ROAD REPAIR PROJECT**, 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.

A Bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows:

A bid guaranty shall be provided with the bid in accordance with the Section 153.54 (B) O.R.C. for the full amount of the bid, or certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) 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 proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project must be completed by August 17, 2012.

Bidders must comply with the prevailing wage rates on Public Improvements in Belmont County, Ohio, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239.

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. **Only bids placed in sealed envelopes, furnished by The Belmont County Commissioners in the bid package, will be opened and read.**

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."

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

Times Leader Advertisement: Two (2) Tuesdays: **March 20, 2012 and March 27, 2012**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF ONE-HALF
THE COST FOR UPDATING AND PRINTING BELMONT CO.
ROAD MAPS/ENGINEER**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the payment of one-half the total cost for the updating and printing of Belmont County road maps; the total cost of this project is estimated to be \$6,000.00, half of which will be paid by the Belmont County Engineer's Department and half by the Belmont County Commissioners. The maps are to be printed by 'GIS Cartography and Publishing Services' of Fort Lauderdale, Florida.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION AUTHORIZING THE ISSUANCE

**OF \$258,000 OF NOTES TO PAY PART OF THE COST OF ACQUIRING
VEHICLES FOR USE BY THE COUNTY ENGINEER**

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 10:00 o'clock a.m., on March 14, 2012, at the commissioners meeting room, located at the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Probst moved the adoption of the following resolution:

**COUNTY OF BELMONT, OHIO
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE ISSUANCE OF \$258,000 OF NOTES TO PAY PART OF THE
COST OF ACQUIRING VEHICLES FOR USE BY THE COUNTY ENGINEER.**

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of acquiring vehicles for use by the County Engineer (the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is five (5) years, and of notes to be issued in anticipation thereof is ten (10) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from revenues to be received by the County Engineer and particularly, to the extent permitted by law, moneys to be distributed to the County pursuant to Chapter 5735 of the Ohio Revised Code, and on such notes from such revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues");

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in the principal amount of \$258,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately March 1, 2013, shall bear interest at the rate of approximately seven per cent (7%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding five (5) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of \$258,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be dated the date of their issuance, (ii) mature not more than one (1) year from such date of issuance; (iii) bear interest at a rate per annum not exceeding seven percent (7%) per annum, which interest shall be payable at maturity, (iv) be issued in such numbers and denominations as may be requested by the purchaser, and (v) be payable as to both principal and interest in federal funds of the United States of America at the office of the County Auditor or a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. No transfer of any Note shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "County Engineer Vehicle Bond Anticipation Notes".

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to Fifth Third Securities, Inc. or one or more of its designees (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Notes (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Notes to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Notes pursuant to the provisions of the Purchase Agreement. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law.

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

The County hereby covenants to appropriate from the Revenues a sufficient amount to cover debt charges on and financing costs relating to the Notes as they become due. The Revenues to be applied to debt service on the Notes and the funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and shall be and hereby are irrevocably pledged for the payment of the interest on and principal of the Notes when and as the same fall due.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the Notes are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Code and not deemed already so designated. This board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the County and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 11. That for purposes of this resolution, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry, and (ii) physical Note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Notes "immobilized" to the custody of the Depository, and the book entry maintained by others than this County is the record that identifies the owners of beneficial interests in those Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Notes or principal and interest, and to effect transfers of Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

If so determined by the County Auditor in the Certificate of Award, all or any portion of the Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Notes, notwithstanding any other provision of this resolution. If and as long as a book entry system is utilized with respect to any of such Notes: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Notes in book entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this County's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this resolution.

The Paying Agent and Registrar may, with the approval of this County, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this resolution, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Paying Agent and Registrar. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Notes. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this resolution.

The County Auditor is authorized and directed without further action of this Board of County Commissioners to execute, acknowledge and deliver, in the name of and on behalf of this County, a blanket letter agreement between this County and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book entry system, and to take all other actions they deem appropriate in issuing the Notes under a book entry system.

If any Depository determines not to continue to act as Depository for the Notes for use in a book entry system, this County and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this resolution. If this County and the Paying Agent and Registrar do not or are unable to do so, this County and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver Note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by this County or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 12. That the law firm of Peck, Shaffer & Williams LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 13. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 14. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 15. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 16. That this resolution shall take effect immediately upon its adoption.

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

AYES: Mr. Probst Mr. Coffland

ABSENT: Mrs. Favede

NAYS:

ADOPTED, this 14th day of March, 2012.

Jayne Long /s/

Clerk

Board of County Commissioners
County of Belmont, Ohio

**IN THE MATTER OF EXECUTING THE AGREEMENT AND
THE NOTICE TO PROCEED FOR FIELDS EXCAVATING, INC./
BCSSD GRAVITY SEWER SYSTEM FOR NEFFS, WEST NEFFS
AND ST. JOE PROJECT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and authorize the President of the Board, Charles R. Probst, Jr., to execute the Agreement and the Notice To Proceed for Fields Excavating, Inc., in the amount of \$2,809,805.36 for construction of a Gravity Sewer System for Neffs, West Neffs and St. Joe, based upon the recommendation of William Street, Project Engineer, Street Engineering & Surveying, LLC and Mark Esposito, Director, Belmont County Sanitary Sewer District.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2012, by and between the **Belmont County Commissioners** (hereinafter called Owner) and **Fields Excavating, Inc.** (hereinafter called Contractor).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1. CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. The WORK is generally described as follows:

Construction of 17,585 feet of 8" Sanitary Sewer, 3,437 feet of 4" Sanitary Sewer, 480 feet of 6" Force Main, along with a Sanitary Lift Station.

2. Project will be referenced by the following **CONTRACT NUMBER: 2012-01**

ARTICLE 2 – THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Gravity Sewer System for Neffs, West Neffs, and St. Joe's

ARTICLE 3 – ENGINEER

1. The project has been designed by :

Street Engineering & Surveying, LLC , who is hereinafter called ENGINEER and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

2. Contact Information for Engineer is as follows:

Street Engineering & Surveying, LLC Phone: 1-740-695-6481
67660 Warnock-St. Clairsville Road Email: streeteng@comcast.net
St. Clairsville, Ohio 43950

ARTICLE 4 – CONTRACT TIME

Refer to Section 3, Article 12 on Page C-8 of the Contract Documents for the Time of Completion and Liquidated Damages.

ARTICLE 5 – CONTRACT PRICE

OWNER shall pay CONTRACTOR FOR COMPLETION OF THE Work in accordance with the Contract Documents an amount in current funds as follows:

For all Unit Price work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the attached Bid Form.

TOTAL OF ALL UNIT PRICES: \$2,809,805.36

ARTICLE 6 – SUMMITTAL AND PROCESSING OF PAYMENTS

A. OWNER shall make progress payments on the basis of the CONTRACTOR's Applications for Payment as approved by the Engineer. All progress payments will be on the basis of the progress of the work completed and based on the Contractor's unit price bid as follows:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold because of the following actions:
 - a) Claims have been made against the Owner on account of the Contractors performance of furnishing of work.
 - b) Liens have been filed in connection with the Work, unless the Contractor has provided a bond to discharge the Lien.
 - c) There are other items entitling the Owner to a set-off against the amount recommended.
2. Prior to 50% Completion, progress payments will be in an amount equal to 92% of the work completed, and 100% of the materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
3. Upon 50% Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 96% of the Contract price, less such amounts as ENGINEER may determine if the following actions would occur:
 - a) The work is found to be defective, or completed work has been damaged, requiring correction or replacement.
 - b) The Contract Price has been reduced by Written Amendment or Change Order.
 - c) Owner have been required to correct defective Work.
 - d) Contractor's persistent failure to perform the Work in accordance with the Contract Documents.
 - e) Contractor's disregard of Laws or Regulations of any public body having jurisdiction.
 - f) Contractor's disregard of the authority of the Engineer.
4. Upon final completion and acceptance of the Work as verified by the Engineer and Owner's approval of the final "punch list items" , the Owner shall pay the remainder of the Contract Price to the Contractor.

ARTICLE 7 – INTEREST

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequenced, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

- A. The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive);
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. Bid Guaranty Bond
 - 5. Drawings Identified as Neffs Sewer System, West Neffs Sewer System, and St. Joe Gravity Sewer System
 - 6. Addenda (numbers 1 to 2 inclusive);
 - 7. Contractor Section 3 Format
 - 8. Certification of Prime Contractor Regarding Section 3 and Segregated Facilities
 - 9. Certification of Prime Contractor Regarding Equal Employment Opportunity
 - 10. Certification of Compliance with Air and Water Acts
 - 11. Community Development Block Grant Program Prime Contractor’s Certification Concerning Labor Standards and Prevailing Wage Requirements
 - 12. Certificate of Compliance with Federal Labor Standards Provisions
- B. Exhibits to this Agreement (enumerated as follows):
 - 1) Notice of Award;
 - 2. Notice to Proceed;
 - 3. CONTRACTOR’S Bid (pages E1 to E7A inclusive);
 - 4. Documents provided to the Contractor along with the Bid and subsequently signed by the CONTRACTOR and returned with his bid.
- C. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - 1) Written Amendments
 - 2. Work Change Directives
 - 3. Change Order(s).
 - 4. The amending or modification of the Contract Documents if approved by the Owner and Contractor.

ARTICLE 10 – MISCELLANEOUS

- A. Assignment of the Contract

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound: and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- B. Successors and Assigns

OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have caused the AGREEMENT to be executed in 6 copies, on the day and year first above written.

CONTRACTOR:
Fields Excavating, Inc.
Jeffrey Fields /s/
 Signature
Jeffrey Fields
 Printed Name
President
 Title

OWNER:
Belmont County Commissioners
Charles R. Probst, Jr. /s/
 Signature
Charles R. Probst, Jr.
 Printed Name

NOTICE TO PROCEED
Dated March 14, 2012

TO: **FIELDS EXCAVATING, INC.**

Bidder

ADDRESS: 177 Township Road 191
Kitts Hill, Ohio 45645

Owners Contract No. 2012-01

Project: Gravity Sewer System for Neffs, West Neffs, and St. Joe.

You are notified that the Contract Times under the above contract will commence to run on **March 19, 2012**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of readiness for final payment is **360 days from the above shown date of commencement**.

Before you may start any Work at the Site, you and the owner must each deliver to the other (with copies to the Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must

SUBMIT A PROGRESS SCHEDULE AND SHOP DRAWINGS TO THE ENGINEER

BY: **BELMONT COUNTY COMMISSIONERS**

Charles R. Probst, Jr. /s/

(AUTHORIZED SIGNATURE)

PRESIDENT

(TITLE)

3/14/12

(DATE)

COPY TO ENGINEER

Upon roll call the vote was as follows:

ACCEPTED BY: **FIELDS EXCAVATING, INC.**

(AUTHORIZED SIGNATURE)

(TITLE)

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a renewal agreement with SimplexGrinnell for Fire Alarm Parts and Labor including Annual Inspection for the Belmont County Jail in the amount of \$7,788.00, for the period of February 1, 2012 through January 31, 2013.

Upon roll call the vote was as follows:

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

Note: Commissioner Favede arrived.

IN THE MATTER OF APPROVING REQUEST FROM TOURISM FOR 2012 TOURISM GRANT PROGRAM

Motion made by Mr. Probst, 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 2012 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:

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

IN THE MATTER OF APPROVING THE REAPPOINTMENT OF FLOYD SIMPSON TO THE BELMONT CO. TOURISM COUNCIL BOARD OF DIRECTORS

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the reappointment of Mr. Floyd Simpson to the Belmont County Tourism Council Board of Directors for a five-year term, effective March 30, 2012 to March 30, 2017, based upon the recommendation of Executive Director "Doc" Householder and the Tourism Board.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING ALLOCATION OF FUNDS TO WHEELING HEALTH RIGHT FOR FISCAL YEAR 2012

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the allocation of twenty-five thousand dollars (\$25,000.00) to Wheeling Health Right for Fiscal Year 2012 for the provision of health care services and medication for low-income, uninsured residents.

Note: Wheeling Health Right provides care to over 3,000 Belmont County patients.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – NONE.

BREAK 10:12 A.M.

Note: Commissioner Coffland stepped out of the meeting briefly.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:20 A.M.

Motion made by Mr. Probst, seconded by Mrs. Favede to enter executive session with Mark Esposito, Director, Belmont County Sanitary Sewer District, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:33 A.M.

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn executive session at 10:33 a.m.

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF APPROVING THE ADVERTISING FOR A CLASS III WATER PLANT OPERATOR/BCSSD

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the request of Mark Esposito, Director of the Belmont County Sanitary Sewer District (BCSSD), to advertise for hiring a Class III Water Plant Operator due to upcoming retirements in the department.

Upon roll call the vote was as follows:

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

BREAK – WILL RECONVENE AT 2:30 P.M.

RECONVENED WITH COMMISSIONER FAVEDE ABSENT

IN THE MATTER OF RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

Motion made by Mr. Probst, seconded by Mr. Coffland to adopt the resolution authorizing the execution and delivery of a Master Equipment Lease-Purchase Agreement, and related instruments, and determining other matters in connection therewith for leasing the following vehicles on behalf of the Belmont County Sheriff’s Department:

COUNTRY ROADS LEASING, LLC.

Date: March 15, 2012

COUNTRY ROADS LEASING, LLC is pleased to present the following tax-exempt lease purchase financing to the Belmont County Commission for the acquisition of Five (5) Tahoe and Four (4) Caprice Police Vehicles

ACQUISITION COST:	\$ <u>256,312.00</u>
TERMS:	<u>3</u> Years
PAYMENT MODE:	<u>X</u> Monthly <u>X</u> Arrears
INTEREST RATE:	<u>3.95</u> %
PAYMENT:	\$ <u>7,788.49</u>

The above quotation is subject to credit review, approval and execution of mutually acceptable documentation, including legal counsel’s opinion that the purchase is legal, binding and qualified as a tax-exempt debt, if necessary. *All additional costs relating to the completion and recordation of this transaction are included in the above quoted payment.*

This quotation does not obligate COUNTRY ROADS LEASING, LLC or any of its funding sources, until all requirements and obligations have been met. In order to process this quote on a timely basis, three (3) years audited financial statements; current budget and a completed lease application must be submitted. No funding will be released until compliance. The above quoted rate is valid for a period of twenty (20) days from the day hereof, thereafter said rate may be subject to change.

QUOTED BY:

Jeffrey Smell

ACCEPTED BY:

Charles R. Probst, Jr. /s/
Signature
President, Belmont County
Title Board of Commissioners

Resolutions of Governing Body

LESSEE: Belmont County Commission

Master Equipment Lease-Purchase Agreement dated _____, 2012

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on the 15th day of March, 2012, the following resolution was introduced and adopted.

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the members of the Belmont County Commission (“Lessee”) have determined that a true and very real need exists for the equipment (the “Equipment”) described in the Master Equipment Lease-Purchase Agreement (the “Agreement”) presented to this meeting; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee proposes to enter into the Agreement substantially in the form presented in this meeting:

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. BEST INTERESTS OF LESSEE. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

March 14, 2012

Section 2. AUTHORIZATION. The Agreement is hereby approved. The President of Lessee and other officers of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The President or Clerk of the Lessee and any other officers of Lessee who shall have power to do so be, and each of them hereby is authorized to affix the official seal of Lessee to the Agreement and attest the same.

Section 3. EXECUTION OF DOCUMENTS. The proper officer(s) of Lessee, be and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

Section 4. DESIGNATION AS QUALIFIED TAX-EXEMPT OBLIGATION. Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986 as amended.

Section 5. EFFECTIVE DATE. This Resolution shall take effect immediately.

The undersigned certifies that the above resolution has not been repealed or amended and remains in full force and effect, and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

Seal:

Jayne Long /s/

Clerk

I hereby certify that I am the President of said governing body and that the foregoing is a correct copy of the resolution passed as therein set forth, and that the same is now in full force.

LESSEE:

Belmont County Commission

101 West Main Street

St. Clairsville, Ohio 43950

By: Charles R. Probst, Jr. /s/

Name: Charles R. Probst, Jr.

Title: President

Upon roll call the vote was as follows:

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

RECONVENED MONDAY, MARCH 19, 2012

PRESENT: COMMISSIONERS GINNY FAVEDE AND MATT COFFLAND

ABSENT: COMMISSIONER CHARLES R. PROBST, JR.

NO FURTHER ACTION TAKEN.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

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

Upon roll call the vote was as follows:

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

Read, approved and signed this 21st day of March, 2012.

_____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr. 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