

St. Clairsville, Ohio

May 23, 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-John M. Zingo & Others	Expenses for spring conference-Veterans/General Fund	584.73
A-McGhee & Co.	Supplies-Probate Court/General Fund	206.41
A-Tri-State Office Furniture, Inc.	Filing Cabinets-Clerk of Courts/General Fund	2,575.00
E-Don Nippert	June Sublease Agreement for Tower/911 Fund	450.00
K-Transystems Corp.	Stone Arch Bridges Project/Engineer MVGT Fund	1,498.50
N-Huntington National Bank	Payment SSD#2 Force Main/SSD#2 Force Main Ext Const. Fund	1,799,000.00
N-Huntington National Bank	Interest Payment/SSD#2 Force Main Ext. Const. Fund	33,637.55
O-Bank of New York Trust Co.	Interest Payment/Jail Construction Bond Retirement	37,496.87
O-Bank of New York Trust Co.	Interest Payment/Satellite Bldg. Construction Bond Retirement	26,460.63
O-Bank of New York Trust Co.	Interest Payment/Eastern Div. Court Bond Retirement	19,953.75
O-Huntington National Bank	Interest Payment/Bond Retirement –Bridge & Retaining Wall	38,247.50
O-Huntington National Bank	Interest Payment/Force Main Bond Retirement	74,971.88
O-Huntington National Bank	Interest Payment/Jail Construction Bond Retirement	22,525.00
O-U.S. Bank	Interest Payment/Jail Construction Bond Retirement	5,435.00
P-Borden Office Equipment Co.	Supplies/BCSSD Funds	558.18
P-Bridgeport Water Dept.	Services/WWS#3 Revenue Fund	14,274.00
P-EORWA	Sewage disposal/BCSSD Funds	32,124.95
P-Renee' Wilson	Reimburse travel expenses/BCSSD Funds	139.50
S-AT&T	Service/Certificate of Title Admn. Fund	71.42
S-Beth A. Andes, MS, PCC	Contracted counselor/District Detention Home Fund	1,400.00
S-Courtview	Maintenance/Probate Court Computer Fund	2,480.75
S-Treasurer, State of Ohio	Audit services/Port Authority Fund	3,177.50
S-TSG	Data backup & vaulting/Northern Div. Ct. Computer Fund	131.44
S-TSG	Data backup & vaulting/Eastern Div. Ct. Computer Fund	60.56
S-TSG	New computer tower/Eastern Div. Ct. Computer Fund	688.00
S-West Payment	OH Court Rules/Northern Ct. Gen. Special Projects Fund	109.00
T-Abigayle Fernandez	Refund/Water and Sewer Guarantee Deposit	49.97
W-Lexis Nexis	Monthly charges/Law Library Fund	7,184.00
W-Matthew Bender & Co.	Books/Law Library Fund	2,332.10
W-Pamela S. Bowman	Travel expenses/Prosecutor Victim Program	150.00
W-Pamela S. Bowman	Reimburse supply purchase/Prosecutor Victim Program	55.78
Y-Health Plan PPO	June Premium/Employer's Share Holding Account	372,976.39

**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 May 23, 2012 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$2,544.63; \$8,360.90; \$11,546.68
A-GENERAL/AUDITOR	\$3,477.67
A-GENERAL/SHERIFF	\$3,971.94
A-GENERAL/911	\$44,081.99
B-Dog Kennel	\$4,298.45
H-Job & Family, CSEA	\$739.23
H-Job & Family, Public Assistance	\$208.99; \$1,247.45; \$32,981.16
H-Job & Family, WIA	\$94,659.10; \$75,671.96
J-Real Estate Assessment Fund	\$1,375.00
K-Engineer MVGT	\$36,725.87; \$1,936.09; \$960.67
M-Juvenile Ct. – Care & Custody	\$4,000.00
M-Juvenile Ct. – Placement II	\$298.73
M-Juvenile Ct. – Title IV-E Reimb.	\$266.91
O-SSD#2 – Sewer Bond Fund	\$111,509.38
P-Oakview Bldg.	\$1,725.98
P-Sanitary Sewer District	\$4,385.28; \$4,041.17; \$1,356.21; \$12,742.52
S-Certificate of Title Admn. Fund	\$34.19
S-Clerk of Courts Computer Fund	\$5,368.00
S-District Detention Home	\$9,061.67
S-Job & Family, Children Services	\$5,671.32
S-Job & Family, Senior Program	\$13,222.85; \$11,514.75; \$8,313.15
S-Juvenile Ct. Computer Fund	\$146.95
S-Oakview Juvenile Residential Center	\$1,498.18
S-Sheriff Commissary	\$1,413.88
S-Sheriff CCW	\$2,827.00
T-Sanitary Sewer District	\$132.41

U-Sheriff Reserve \$10,100.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN THE GENERAL FUND/DISASTER SERVICES**

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0054-A006-F07.000 Other Expenses	E-0054-A006-F03.000 Belmont Co. EMA/Utilities	\$ 5,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE REAL ESTATE ASSESSMENT FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Real Estate Assessment Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1310-J000-J05.004 Workers Comp	E-1310-J000-J06.000 Other Expenses	\$ 5,927.79

Upon roll call the vote was as follows:

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

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

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

FROM	TO	Amount
<b>WWS #3</b>	<b>WWS #3</b>	
E-3702-P005-P29.003 PERS	E-3702-P005-P31.000 OTHER EXPENSE	\$18,000.00
E-3702-P005-P25.000 PURCHASED WA	E-3702-P005-P31.000 OTHER EXPENSE	<u>\$10,000.00</u>
	<b>TOTAL</b>	<b>\$28,000.00</b>

Upon roll call the vote was as follows:

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S60.000 Maintenance	\$ 4,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BELMONT CO. SENIOR PROGRAMS FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the Belmont Co. Senior Programs Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5005-S070-S01.002 Salaries	E-5005-S070-S10.000 Facilities	\$ 100,000.00

Upon roll call the vote was as follows:

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

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

**Gross Wages P/E 04/7/12 to 04/21/12  
 GENERAL FUND**

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	<b>4,828.93</b>
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	<b>415.52</b>
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	<b>415.52</b>
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	<b>2,372.90</b>
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	<b>4,073.56</b>
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	<b>4,031.27</b>
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	<b>1,229.98</b>
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	<b>639.76</b>
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	<b>4,157.50</b>

9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	6,245.12
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,685.09
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,271.95
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	3,696.21
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	6,435.99
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	3,534.54
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	3,859.50
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,577.67
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	2,282.38
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	2,806.50
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	466.39
			<b>70,331.83</b>
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	726.74
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,052.94
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	429.00
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	409.00
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	743.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	183.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	386.00
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	218.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	538.00
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,207.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	52,318.08
FLOOD GRANT-HUMAN SERV	E-2600-H005-H11.000	R-9895-Y095-Y01.500	4,790.36
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	5,821.13
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,777.90
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	10,738.89
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,203.35
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	533.45
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	
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	1,809.34
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	9,388.62
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	916.06
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,425.70
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	195.73
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	39.08
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	615.19
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	5,798.29
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	6,581.74
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,915.08
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	180.46
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	21,418.10
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	11,610.84
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	620.83
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,158.06
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	548.12
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,618.05
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	

LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	<b>196.00</b>
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	<b>481.42</b>
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	<b>525.22</b>
			<b>235,868.40</b>

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 23, 2012.

E-0063-A002-B25.002	Salaries	\$ 7,350.74
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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 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 May 23, 2012.

E-0121-A006-B02.002	Salaries - Employees	\$ 9,000.00
<i>Note: Extended hours contracted with Permian Land Co. (XTO Energy)</i>		
E-0131-A006-A04.002	Salaries – Road	\$ 1,300.00
<i>Note: Extended hours contracted with Permian Land Co. (XTO Energy)</i>		

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 May 23, 2012.

E-2301-E011-E01.011	Contract Services	\$ 2,368.92
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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 H005 WORKFORCE DEVELOPMENT 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 May 23, 2012.

<b>WORKFORCE DEVELOPMENT FUND</b>		
E-2600-H005-H02.000	(Out-of-School Youth)	8,453.32
E-2600-H005-H03.000	(Adult)	16,507.07
E-2600-H005-H04.000	(Dislocated Worker)	8,891.07
E-2600-H005-H05.000	(Admin.)	2,822.02
<b>TOTAL</b>		<b>\$36,673.48</b>

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 H008 WIA AREA 16 FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 23, 2012.

<b>WIA AREA 16 FUND</b>		
E-2610-H008-H05.000	Belmont Co. DJFS-Flood	\$ 524,965.00
E-2610-H008-H06.000	Jefferson Co. DJFS-Flood	\$ 483,834.00
<b>TOTAL</b>		<b>\$ 1,008,799.00</b>

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 23, 2012.

E-1815-L005-L01.002	Salaries	\$ 175.75
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE S068 COMMUNITY MR/DD RESIDENTIAL SERVICES**

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 May 23, 2012.

**S068 COMMUNITY MR/DD RESIDENTIAL SERVICES**  
E-2412-S068-S04.011                      CONTRACT SERVICES                      \$ 1,000,000.00

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 BELMONT COUNTY PROSECUTOR'S OFFICE  
VICTIM-WITNESS ASSISTANCE PROGRAM 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 May 23, 2012.

E-1511-W080-P07.006                      Hospitalization                      \$ 1,379.17

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated May 23, 2012, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUEST FOR CERTIFICATION  
OF MONIES BY THE BUDGET COMMISSION**

Motion made by Mr. Coffland, seconded by Mr. Probst to request the Belmont Co. Budget Commission certify the following monies. **GENERAL FUND - \$ 3,501.23** paid into R-0040-A000-Q00.500 Insurance Reimbursements on 05/02/2012. *Note: this is reimbursements from Allstate Insurance for damage to Sheriff Unit 7-28. D/L 5/23/12, Claim #0243617024, Insured – Sherry J. Fasola.*

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:  
**AUDITOR** – Andrew Satak, Doug DeVault, Larry Craig and Shawna Erdos to travel to Toledo, OH, on June 6-8, 2012, to attend the CAAO Summer Conference. A county car will be used. Estimated expenses: \$1,800.00  
Don Harr and Doug DeVault to travel to Reynoldsburg, OH, on June 14, 2012, to attend ODA 4 hour training session for Weights & Measures. A county car will be used. Estimated expenses: \$100.00  
**COMMISSIONERS** – Mike Kinter, HR Manager, to travel to Columbus, OH, on June 22, 2012, to attend the Advanced Discipline seminar. Estimated expenses: \$179.00

Upon roll call the vote was as follows:

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

**10:00 Mike Wahl, Belmont County Engineer's Department  
Re: Road Use Maintenance Agreement**

Mr. Wahl presented a Roadway Use Agreement with G & L Drilling to utilize part of Slabtown Road to move a conventional drilling rig that is slightly overweight. He reported it is a one-time move. The agreement is for that piece of equipment only. The Engineer has set a bond and has gotten the approval of the Prosecutor.

**IN THE MATTER OF ENTERING INTO A ROADWAY USE  
AGREEMENT WITH G&L DRILLING, LLC/ENGINEER**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a Roadway Use Agreement with G&L Drilling, LLC, to allow the movement of certain overweight equipment over county roads and to provide for the repair of roads and bridges damaged as a result of such moving activity, based upon the recommendation of Fred Bennett, County Engineer. G&L Drilling has posted a \$150,000.00 Surety Bond to cover any damages or repairs.

*Note: This is for the one time move of a drilling rig, in and out, on Slabtown Road, CR 122.*

**BELMONT COUNTY ROADWAY USE AGREEMENT**

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and G&L Drilling LLC, whose address is 19371 St. Rt. 60, Beverly, Ohio 45715 (hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county roads within Warren Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and  
**WHEREAS**, Operator is the operator of certain overweight equipment, and intends to move such equipment over the roads identified in the Application attached hereto (hereinafter referred to collectively as "Moving Activity"); and  
**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair of roads and bridges damaged as a result of such Moving Activity; and

**WHEREAS**, if any county roads contemplated herein contain any railroad crossing, Section 3 below shall apply;

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the repair of said roads and bridges, to their pre-Moving Activity condition, for any damages thereto, as a result of such Moving Activity.

**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to the start of Moving.

**BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

1. The roads used for the Moving Activity shall be limited to those roads and portions thereof identified upon the Application attached hereto. It is understood and agreed that the Operator shall not utilize any of the remainder of said roads for any of its Moving Activities hereunder.
  2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Moving Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Moving Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
  3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Moving Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
  4. Operator shall video all roads used before and after the Moving Activity and shall provide copies of such video to the Authority. As soon as possible after the completion of the Moving Activity, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Moving Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of not further force or effect and the security provided by Operator as described in Paragraph 5 of this Agreement shall be immediately returned. Any dispute about whether damage was caused by the Moving Activity or the amount and cost of resulting repairs shall be resolved by binding arbitration.
  5. Operator shall post a cash or surety bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Moving Activity by Operator. The amount of the bond or surety shall be in an amount of \$150,000.00.
  6. Before conducting the Moving Authority, Operator shall furnish the Authority with a written notice setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
  7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
  8. If Authority reasonably determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
  9. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, caused by the Moving Activity.
  10. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
  11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
  12. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
  13. Agreement shall be governed by the laws of the State of Ohio.
  14. This Agreement shall be in effect as soon as the Special Hauling Permit is issued.
- Executed in duplicate on the dates set forth below.

<u>Authority</u>	<u>Operator</u>
By: <u>Matt Coffland /s/</u> Commissioner/Trustee	By: <u>Gary Lang /s/</u>
By: <u>Charles R. Probst, Jr. /s/</u> Commissioner/Trustee	Printed name: Gary Lang
By: <u>Ginny Favede /s/</u> Commissioner/Trustee	Company Name: G&L Drilling LLC
By: <u>Fred F. Bennett /SO/s/</u> County Engineer	Title: Member
Dated: <u>5/21/12</u>	Dated: <u>5/21/12</u>
Approved as to Form: <u>David K. Liberati /s/</u> County Prosecutor Assistant	

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Johnny Waugh reported his concerns of CR 56 between Maynard & Rt. 9 and says the road is falling off. He stopped and measured 4 feet. It is .8 miles from the ball field in Maynard at the Stop sign to the slip and from Rt. 9 to the slip is 2.2 miles. (Maynard Woods). Deputy Engineer Mike Wahl stated his department is aware of it. Mr. Waugh is concerned about a potential accident. Mr. Wahl said he would try and get there today and, if necessary, get a temporary traffic signal installed. Mr. Wahl advised they have many slips and zero money to repair them. Mr. Wahl said this slip is nothing that can be fixed with their (County Engineer's) equipment and is going to need piling.

Frank Papini informed the board of his appreciation for having the Connections office come to last week's meeting regarding employment (re: oil & gas jobs.) One thing he felt that was not discussed and needs to be is the cost of retraining. He thinks contacts need made at the state level (Columbus), as laid off members of his union will not be able to afford the costs of retraining. Mr. Probst said the Department of Job & Family Services is looking at some options as far as helping people with benefits and training. He agreed many steelworkers are out of their

benefits by now. Mr. Coffland advised Dr. Holly Bennett of Belmont College is willing to work with them. Mrs. Favede noted her grave concerns about the future employment of Belmont Countians and has contacted State Rep. Jack Cera. He has introduced language in the energy bill offering an amendment to this bill to provide tax credit for gas companies that hire Ohioans. He is offering an additional amendment on returns to the cap tax money paid by gas drillers to counties where gas is actually produced. (35 % to school districts, 35% to local government and 30% to the county). Mrs. Favede encouraged Mr. Papini to bring his workers into the fold and participate in setting the ground rules. Mr. Papini wanted to know if going to college or training sessions should be done at the steelworker's expense. Mrs. Favede advised if they were going to retrain using Workforce Investment Act (WIA) funds, to make sure whatever they are setting up the gas & oil companies have a say in it so that their parameters are met. Mr. Papini said the ideal scenario is to be hired then trained. He concluded by stating he thinks the industry still needs to be made aware we're still not happy with who they are hiring for common labor jobs.

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of April 11 and April 18, 2012.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION HONORING DON FALBO, SR., ON HIS 60<sup>TH</sup> YEAR IN BUSINESS**

Motion made by Mr. Probst, seconded by Mr. Coffland to adopt the resolution honoring Don Falbo, Sr. on his 60<sup>th</sup> year in business in the barber profession.

**RESOLUTION  
HONORING DON FALBO, SR.**

**WHEREAS**, Don Falbo, Sr., of Don Falbo's Men's Hairstyling, 22 N. Fifth Street, Martins Ferry, began his career as a barber on May 23, 1952, after graduating from Moler Barber College and joining Roy's Barber Shop on 4<sup>th</sup> & Hanover Street, also in Martins Ferry; and  
**WHEREAS**, Don opened his own shop on July 19, 1956, on N. Fifth Street, where he still works alongside his children, Don, Jr. and Jamie, who have followed in their father's footsteps in the barber profession, providing hair care services for their many loyal customers in their family-owned business that is a landmark in the downtown community of Martins Ferry; and  
**WHEREAS**, Don is recognized for the anniversary of his 60 years in business, his passion for his profession, and his dedication to the many new and long-time customers he has served through the years as one of the area's premier barbers.  
**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Belmont County Commissioners, on behalf of all county residents, honor Don Falbo, Sr., on his 60<sup>th</sup> Anniversary in the barber profession, an achievement that is a source of much pride for the Falbo family, his community and Belmont County and extends its sincere congratulations upon attaining this significant milestone.  
Adopted this 23<sup>RD</sup> day of May, 2012.

**BELMONT COUNTY COMMISSIONERS**

Charles R. Probst, Jr. /s/  
Ginny Favede /s/  
Matt Coffland /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH ODOT FOR TRAFFIC SIGNAL REPLACEMENT PROJECT, BEL MALL/BANFIELD SIGNAL/ENGINEER**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation for traffic signal replacement project, BEL Mall/Banfield Signal PID 88326, based upon the recommendation of Fred Bennett, County Engineer; Project Estimate is \$240,609.00 and ODOT shall provide to the LPA (Belmont County) 100% of the eligible costs, up to a maximum of \$260,000.00 in Federal funds.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF EXECUTING OPWC DISBURSEMENT REQUEST #2/NEFFS SANITARY SEWER PROJECT PHASE I/BCSSD**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and authorize Commissioner Ginny Favede to execute the OPWC Disbursement Request #2 for the Neffs Sanitary Sewer Project Phase I, OPWC Control No.: CR07O/CR08O in the amount of \$137,083.87 for Field's Excavating, Inc.

Upon roll call the vote was as follows:

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

**NOTE THE FOLLOWING MOTION WAS LATER RESCINDED AND CORRECTED AT THE MEETING HELD JUNE 6, 2012.**

**IN THE MATTER OF APPROVING COMMISSION PRESIDENT TO EXECUTE U.S. EPA PAYMENT REQUEST #2/NEFFS SANITARY SEWER PROJECT PHASE I/BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Charles R. Probst, Jr. to execute U.S. EPA Payment Request #2 in the amount of \$175,000.00 for the Neffs Sanitary Sewer Project Phase I; CFDA #66.202.

*Note: This is for the EPA STAG Grant monies.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID, ENTERING CONTRACT AND ISSUING THE NOTICE TO PROCEED FOR THE KIRKWOOD TOWNSHIP STREET IMPROVEMENT PROJECT, A 2010 CDBG FORMULA PROJECT**

Motion made by Mr. Probst, seconded by Mr. Coffland to award the bid, enter into Contract and issue the Notice to Proceed for the **Kirkwood Township Street Improvements Project, a 2010 CDBG Formula project**, to Lash Paving, Inc., the low bidder, in the amount of \$60,334.50 based upon the recommendation of A.C. Wiethe, Assistant Director of Management Services, Belomar Regional Council.

**NOTICE OF AWARD**

To: Lash Paving, Inc.  
P.O. Box 296  
Colerain, Ohio 43916

PROJECT Description: furnish all service, labor, material and equipment necessary to perform Street Improvement work in Kirkwood Township Road 807, Belmont County, Ohio

The OWNER has considered the BID submitted by you on May 16, 2012 (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ 60,334.50.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 23rd day of May, 2012.

Belmont County Commissioners  
Owner  
By: Charles R. Probst, Jr. /s/  
Name: Charles R. Probst, Jr  
Title: President

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By:  
Name and Title:  
cc: CONTRACTOR'S Surety  
Surety's Agent

**CONTRACT**

THIS AGREEMENT made this 23<sup>rd</sup> day of May, 2012, by and between Lash Paving Inc. hereinafter called the "Contractor" and Belmont County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.**

The Contractor shall furnish all supervision, materials, and perform and complete all work required for the construction of the improvements embraced in the project; namely, Kirkwood Township Street Improvement<sup>2</sup>, and required supplemental work for the project all in strict accordance with the Contract Documents including all addenda thereto, numbered \_\_\_\_\_, dated \_\_\_\_\_, and \_\_\_\_\_ dated \_\_\_\_\_ all as prepared by Belmont County Engineer acting and in these Contract documents preparation, referred to as the "Engineer".

**ARTICLE 2. The Contract Price.**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Sixty Thousand Three Hundred Thirty Four and 50/100\*\*\*\*\* (Dollars) subject to additions and deductions as provided in Section 109 hereof.

<sup>1</sup>Choose term most applicable: a corporation organized and existing under the laws of the State of \_\_\_\_\_; a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_.

<sup>2</sup>Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

**ARTICLE 3. Contract.**

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

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

CONTRACTOR: James White Construction Company  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/printed name  
\_\_\_\_\_  
Title

OWNER: Belmont County Commissioners  
Charles R. Probst, Jr. /s/  
\_\_\_\_\_  
Signature  
Charles R. Probst, Jr.  
\_\_\_\_\_  
Typed/printed name  
President  
\_\_\_\_\_  
Title

**NOTICE TO PROCEED**

To: Lash Paving, Inc.  
P.O. Box 296  
Colerain, Ohio 43916



May 23, 2012

PROJECT Description: furnish all service, labor, material and equipment necessary to perform Street Improvement work in Kirkwood Township Road 807, Belmont County, Ohio

You are hereby notified to commence WORK in accordance with the Agreement dated May 16, 2012 on or before June 4, 2012. The date of completion of all WORK is July 31, 2012.

Belmont County Commissioners

Owner

By: Charles R. Probst, Jr. /s/  
Name: Charles R. Probst, Jr  
Title: President

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID, ENTERING CONTRACT AND ISSUING THE NOTICE TO PROCEED FOR THE CITY OF MARTINS FERRY STREET IMPROVEMENT PROJECT, A 2010 CDBG FORMULA PROJECT**

Motion made by Mr. Probst, seconded by Mr. Coffland to award the bid, enter into Contract and issue the Notice to Proceed for the **City of Martins Ferry Street Improvements Project, a 2010 CDBG Formula project**, to Lash Paving, Inc., the low bidder, in the amount of \$27,620.00 based upon the recommendation of A.C. Wieth, Assistant Director of Management Services, Belomar Regional Council.

**NOTICE OF AWARD**

To: Lash Paving, Inc.  
P.O. Box 296  
Colerain, Ohio 43916

PROJECT Description: furnish all service, labor, material and equipment necessary to perform Street Improvement work ON Cemetery Road in the City of Martins Ferry, Belmont County, Ohio

The OWNER has considered the BID submitted by you on May 16, 2012 (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ 27,620.00.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 23rd day of May, 2012.

Belmont County Commissioners  
Owner  
By: Charles R. Probst, Jr. /s/  
Name: Charles R. Probst, Jr  
Title: President

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
cc: CONTRACTOR'S Surety  
Surety's Agent

**CONTRACT**

THIS AGREEMENT made this 23rd day of May, 2012, by and between Lash Paving Inc. hereinafter called the "Contractor" and Belmont County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.**

The Contractor shall furnish all supervision, materials, and perform and complete all work required for the construction of the improvements embraced in the project; namely, City of Martins Ferry Street Improvement<sup>2</sup>, and required supplemental work for the project all in strict accordance with the Contract Documents including all addenda thereto, numbered \_\_\_\_\_, dated \_\_\_\_\_, and \_\_\_\_\_ dated \_\_\_\_\_ all as prepared by Belmont County Engineer acting and in these Contract documents preparation, referred to as the "Engineer".

**ARTICLE 2. The Contract Price.**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Twenty Seven Thousand Six Hundred Twenty and 00/100\*\*\*\*\* (Dollars) subject to additions and deductions as provided in Section 109 hereof.

<sup>1</sup>Choose term most applicable: a corporation organized and existing under the laws of the State of \_\_\_\_\_; a partnership consisting of \_\_\_\_\_; an individual trading as \_\_\_\_\_.

<sup>2</sup>Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

**ARTICLE 3. Contract.**

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. instructions to Bidders

- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

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

CONTRACTOR: James White Construction Company

OWNER: Belmont County Commissioners

Signature

Charles R. Probst, Jr. /s/

Signature

Charles R. Probst, Jr.

Typed/printed name

Typed/printed name

Title

President

Title

**NOTICE TO PROCEED**

To: Lash Paving, Inc.  
P.O. Box 296  
Colerain, Ohio 43916

PROJECT Description: furnish all service, labor, material and equipment necessary to perform Street Improvement work on Cemetery Road in the City of Martins Ferry, Belmont County, Ohio

You are hereby notified to commence WORK in accordance with the Agreement dated May 23, 2012 on or before June 4, 2012. The date of completion of all WORK is July 31, 2012.

Belmont County Commissioners

Owner

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

Name: Charles R. Probst, Jr

Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENTS AND REAPPOINTMENTS TO THE BELMONT CO. FAMILY SERVICES PLANNING COMMITTEE**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following appointments and reappointments to the Belmont County Family Services Planning Committee for a two-year term commencing May 23, 2012, based upon the recommendation of Dwayne Pielech, Director, Belmont County Department of Job and Family Services:

**Reappointments:**

- o Ms. Linda Pickenpugh, Mental Health and Recovery Board
- o Reverend William Webster, Grace Presbyterian Church
- o Mr. Tom Hvizdos, Ohio Valley Regional Transit Authority
- o Ms. Diane Patt, Belmont Community Hospital

**New Appointments:**

- o Ms. Barbara Roman, Softite Credit Union
- o Ms. Shirley Johnson-Mallory, CAC of Belmont County
- o Ms. Brenna Rocchio, BCDJFS
- o Ms. Lynne Zanke, President, AFSCME Local 3073
- o Ms. Christine Parker, BCDJFS/Child Protective Services

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:30 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:43 A.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn executive session at 10:43 a.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF APPROVING THE  
HIRING OF SUMMER STUDENTS FOR  
BUILDINGS AND GROUNDS AND THE  
BELMONT CO. SANITARY SEWER DISTRICT**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the hiring of the following Summer Students at minimum wage:

<u>NAME</u>	<u>EFFECTIVE DATE</u>
Josh Nagel /Buildings & Grounds)	May 21, 2012
Logan Ballint/Bldgs & Grnds)	May 21, 2012
Jared Clovis /Bldgs & Grnds)	May 22, 2012
Aaron Silverio/Sanitary Sewer	May 29, 2012
Joseph Rauschenberg/Sanitary Sewer	May 29, 2012

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:45 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Prosecutor Chris Berhalter pursuant to ORC 121.22(G)(2) to consider the sale of property.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 11:25 A.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn executive session at 11:25 a.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 11:26 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Dwayne Pielech, Director and Lori O'Grady, HR Administrator, Belmont County Department of Job & Family Services, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the dismissal of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 11:50 A.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn executive session at 11:50 a.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN AFTER DISCUSSION HELD IN OPEN SESSION:**

Mrs. Favede requested the employee being terminated to be named in the Resolution. Mr. Probst and Mr. Coffland disagreed and said this action authorizes Mr. Pielech to terminate the employee. Mr. Pielech did not want employee's name released and said this authorizes him to offer the person a chance to resign. Mr. Probst said he would withdraw the motion should the employee's name be released. He said he was in favor of adopting a resolution granting Mr. Pielech the authority to terminate. Mrs. Favede said she checked with the Prosecutor and this was how it was done up until three years ago. Mrs. Favede stated she will abstain from the vote until she receives a legal opinion as to whether an employee's name can be released when hiring and firing. Mr. Coffland asked that the board move on this until advised otherwise and the motion stands as read by Mr. Probst without the name released.

**THE MATTER OF AUTHORIZING THE  
TERMINATION OF BELMONT COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES EMPLOYEES**

Motion made by Mr. Probst, seconded by Mr. Coffland to authorize the following:

**WHEREAS**, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services;

**WHEREAS**, in this capacity, the Board has the authority to authorize employment changes, and

**NOW THEREFORE, BE IT RESOLVED THAT**, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to terminate employment of a Belmont County Department of Job and Family Services employee.

Upon roll call the vote was as follows:

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

**MEETING WILL BE LEFT OPEN UNTIL TOMORROW AT 10:00 A.M. FOR AN EXECUTIVE SESSION.  
RECONVENED MAY24, 2012 WITH ALL BOARD MEMBERS PRESENT.**

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

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Attorney Mark Thomas pursuant to ORC 121.22(G)(2) to consider the sale of property.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:00 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session at 11:00 a.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF APPROVING THE CONVEYANCE OF THE FORMER BELMONT HABILITATION CENTER PROPERTY TO THE BELMONT COUNTY PORT AUTHORITY**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the conveyance of the former Belmont Habilitation Center property to the Belmont County Port Authority.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:01 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter Executive Session pursuant to ORC 121.22(G)(1) Personnel Exception to discuss the employment of public employees

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:10 A.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn executive session at 11:10 a.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF APPROVING THE HIRING OF SUMMER STUDENTS FOR BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the hiring of the following Summer Students for the Belmont County Department of Job and Family Services to be compensated at minimum wage, effective June 4, 2012:

Bo DeCoy, Jacob Sabinsky, and Andrea Timko

Upon roll call the vote was as follows:

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

*Note: Commissioner Probst left to attend a CIC Board Meeting.*

**IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 12:10 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 12:10 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 30th day of May, 2012.

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

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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