

St. Clairsville, Ohio

November 20, 2013

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

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

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

**"BILLS ALLOWED"**

The following bills having been certified in the Auditor's office, on motion by Mrs. Favede, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-A-1 Service	Vehicle maintenance-Coroner/General Fund	52.98
A-ACS Government Records	Landaccess.com subscription-Recorder/General Fund	712.25
A-AT&T	Telephone/Certificate of Title Adm Fund	51.26
A-Centennial Products, Inc.	Supplies-Coroner/General Fund	797.29
A-Frank Pierce	Mileage reimbursement-Public Defender/General Fund	36.00
A-McGhee Office Supply	Supplies-Treasurer/General Fund	204.60
A-Michael C. Stewart	Ammunition for Ed Gorence-Adult Probation/General Fund	112.00
A-Modern Reproductions	Print on mylar & postage-Recorder/General Fund	25.95
A-Ohio Chief Probation Officers Association	Annual training fee for Ed Gorence/General Fund	150.00
A-Ohio State Coroner's Assoc.	Annual membership dues/General Fund	2,602.00
A-Redwood Toxicology	Drug testing/General Fund	522.65
A-Times-Leader	Jury Pull/General Fund	42.45
A-Verizon Wireless	Cell plan-Adult Probation/General Fund	180.16
A-Warren County Juvenile Court	Misc. attorney fees/General Fund	338.00
A-Wheeling Office Supply	Supplies-Prosecutor/General Fund	1,074.04
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	1,544.90
E-PowerPhone, Inc.	New hire online classes/911 Fund	729.00
N-Belmont Co. Sanitary Sewer	Projects/Mt. Victory Waterline Ext. Construction Fund	25,790.74
O-USDA Rural Development	Phase I Bond Payment/WWS#3 Phase I-Bond Account	135,508.75
P-Michael Baker, Jr., Inc.	Hazard Mit. Plan Install #2/EMA Hazard Mitigation Grant 2004	9,375.00
P-Unifirst Corporation	Services/BCSSD Funds	583.29
P-Univar USA, Inc.	Materials/WWS#3 Revenue Fund	9,758.90
P-Yorkville Board of Trustees of Public Affairs	Sewage disposal/SSD#3B Deep Run Fund	513.29
S-AT&T Mobility	Internet/Northern Div. Court Computer Fund	61.02
S-Barton Septic Tank	Grease pick up/District Detention Home Fund	185.00
S-Beth A. Andes, MS, PCC	Counseling services/District Detention Home Fund	1,207.50
S-Columbia Gas	Gas bill/District Detention Home Fund	665.26
S-Columbia Gas	Gas bill/District Detention Home Fund	59.61
S-Comcast	Internet/Clerk of Courts Computer Fund	167.00
S-Gladys Kuhn	Interpreter Fees/Eastern Ct. General Special Projects Fund	200.00
S-Sam's Club	Food and supplies/District Detention Home Fund	3,369.04
S-Securicom LTD	Updates on security system/Juvenile Accountability Block Grant	2,032.00
S-TSG	Remote network monitoring/Northern Div. Court Computer Fund	1,591.10
S-TSG	Computer remote and offsite backup/Eastern Div. Ct. Computer Fund	1,479.00
Y-Tax Ease c/o Compass Bank	Refund for Treasurer's Sale/Tax Certificate Admn Fund	200.00

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for November 20, 2013 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$70,287.43
A-GENERAL/AUDITOR	\$2,696.77
A-GENERAL/CLERK OF COURTS	\$1,598.64
A-GENERAL/EMA	\$1,984.11
A-GENERAL/PROBATE COURT	\$409.45
A-GENERAL/SHERIFF	\$2,145.78
A-GENERAL/911	\$983.97
B-Dog Kennel	\$1,449.94
G-Convention & Visitors Bureau	\$20,000.00
H-Job & Family, CSEA	\$69.95
H-Job & Family, Public Assistance	\$115,562.88; \$33,893.67
H-Job & Family, WIA	\$35,542.85; \$21,549.15; \$11,778.37
J-Real Estate Assessment	\$1,769.31
K-Engineer MVGT	\$138.74; \$17,586.51; \$11,827.81; \$26,204.11
M-Juvenile Ct. - Alternative School	\$6,000.00
M-Juvenile Ct. - Intake Coordinator	\$360.00
M-Juvenile Ct. - Title IV-E Reimb.	\$2,083.63
N-Courthouse Bldg. Repairs	\$544.25
O-Bone Retire. Force Main Sewer Ext. Project	\$187,771.87
P-Oakview Admn Bldg.	\$1,336.40
P-Sanitary Sewer District	\$224.80; \$7,724.84; \$7,710.75; \$57,205.53
S-District Detention Home	\$1,786.92
S-Job & Family, Children Services	\$4,193.90

S-Job & Family, Senior Program	\$33,117.00
S-Juvenile Ct. Computer Fund	\$83.90
S-Juvenile Ct. General Special Projects	\$150.00
S-Oakview Juvenile Residential Center	\$5,855.18
S-Probate Court Conduct of Business Fund	\$289.95
S-Senior Program	\$1,831.74; \$20,032.43
S-Sheriff CCW	\$2,396.20
S-Sheriff Commissary	\$970.58
S-Western Court General Special Projects	\$1,536.81
S-Western Div. Ct. Computer Fund	\$371.45
U-Sheriff's Reserve Account	\$4,000.00
W-Law Library	\$7,932.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**FUND FOR THE GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A15.012 Sheriff's Cruisers	E-0051-A001-A50.000 Budget Stabilization	\$9,201.08

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>Commissioners'</i>	<i>Board of Elections</i>	

E-0051-A001-A50.000 Budget Stabilization	E-0181-A003-A02.000 Poll Workers-Salaries	\$23,718.33
E-0051-A001-A50.000 Budget Stabilization	E-0181-A003-A11.000 Other Expenses	\$37,361.74

**BOARD OF ELECTIONS/GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0181-A003-A11.000 Other Expenses	E-0181-A003-A02.002 Salaries-Employees	\$19,704.26

**BCDJFS/CHILD SUPPORT ENFORCEMENT ADMIN. FUND H10**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2760-H010-H02.000 Travel	E-2760-H010-H15.000 Other	\$1,500.00
E-2760-H010-H08.004 Worker's Comp	E-2760-H010-H15.000 Other	\$6,683.57
E-2760-H010-H09.007 Unemployment	E-2760-H010-H15.000 Other	\$500.00
E-2760-H010-H12.006 Hospitalization	E-2760-H010-H15.000 Other	\$25,000.00
E-2760-H010-H13.011 Contract Services	E-2760-H010-H01.002 Salaries	\$50,000.00
E-2760-H010-H13.011 Contract Services	E-2760-H010-H15.000 Other	\$25,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS**

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

**BELMONT CO. MAGISTRATE/GENERAL FUND AND COMMON PLEAS/GENERAL SPECIAL PROJ. FUND S89**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0063-A002-B27.012 Magistrate Equipment	R-1572-S089-S06.574 Special Projects	\$467.50

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to execute payment of Then and Now Certification dated November 20, 2013 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to request the Belmont Co. Budget Commission certify the following monies.

**GENERAL FUND - \$50.00** paid into R-0050-A000-A42.500 Misc. Other on 11/13/13. *Note: This is a private donation to the Veteran's Office to be appropriated to E-0160-A009-D11.000 - Donations.*

**\$13,987.50** paid into R-0040-A000-Q00.500 Insurance Reimbursements on 11/18/13. *Note: ACV Engineer Dump Truck, Less Deductible and Salvage, D.L 10/09/13 Claim #0160024509*

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst granting permission for county employees to travel as follows:  
**SENIOR PROGRAM** – Sue Hines and Ron Strader to travel to Wheeling, WV, on Nov. 22, 2013, for a senior center outing at Wesbanco and Center Market.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:00 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter executive session with Attorney Aaron Glasgow pursuant to ORC 121.22(G)(4) Court Action Exception.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:40 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to adjourn executive session.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF DIRECTING OUTSIDE COUNSEL  
ISAAC, WILES, BURKHOLDER AND TEETOR, LLC TO REPRESENT  
THE BOARD OF COMMISSIONERS REGARDING COURT OF COMMON  
PLEAS CASE NOS. 99-CV-00131 AND 99-CV-00161**

Motion made by Mrs. Favede, seconded by Mr. Probst to direct outside counsel Isaac, Wiles, Burkholder and Teetor LLC represent the Belmont County Board of Commissioners with regard to Belmont County Court of Common Pleas Case Nos. 99-CV-00131 and 99-CV-00161 and to take such steps as are necessary to enforce the Board's rights and interests in those matters.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	No

**DISCUSSION** – Mr. Coffland made the following statements after the vote: “What this board did is just hire an attorney to negotiate a court judgment that was 12 years ago. Mr. Coffland said the whole scope of the project has changed and in his opinion it's a waste of our dollars. He said he is waiting on more information from the Engineer's Office to see if it's a township road that has been in place, and if taxes are being paid for it to be maintained already.

**BREAK**

**DISCUSSION RE: NEWLIN ROAD** – Mr. Coffland stated Newlin Road is a certified township road that receives funding to maintain that road. He asked Engineer's Drafting Technician Ruth Graham if that was true. She responded, “Yes.” He asked Ruth if she could tell him from Rt 40 south how far it is paid for and maintained. Ruth answered, “.13 mile.” Mr. Coffland asked if she could give a ballpark figure in feet. He thought it was a couple hundred feet. She agreed. Mr. Coffland wanted to clarify on record that this is a township road; it is not a private road. The state has funded Richland Township to maintain that road at a distance of 180 feet, and if that road is not up to standard, then they probably should have notified the township trustees that that road is not up to standard, just for the record.

**OPEN PUBLIC FORUM RE: I-70/MALL ROAD CONNECTOR PROJECT** - Attorney Harry White, representing Equity, which is a development partner in the property designated as St. Clair Commons, east of St. Clairsville spoke before the board. He provided the board with a letter early this morning. He apologized for the late delivery, but advised he was out of town. He summarized the content of the letter. Below is the actual letter for the record:

**Banker & White**  
Attorney at Law  
151 West Main St.  
St. Clairsville, OH 43950-1224  
(740) 695-8884  
Fax (740) 695-8954

November 20, 2013

Belmont County Commissioners  
Belmont County Courthouse  
101 West Main Street  
St. Clairsville, OH 43950

RE: St. Clair Commons

Dear Commissioners Favede, Coffland, and Probst:

As you are aware, I represent the local interests of St. Clair Commons and its managing partner, Equity, in the development of the property at the east end of St. Clairsville. I attended the Commissioners' meeting of November 13 in which the restoration of funds previously pledged by the County to the TID for the development of what has been referred to as a “Connector Road” from U.S. Route 40 to Interstate 70 through the St. Clair Commons property was discussed and debated. On behalf of St. Clair Commons and Equity, I would like to address some of the issues raised.

First, I can represent to you that if funds for the Connector Road are allocated by the TID and the County in a timely manner, Equity is ready, willing and able to work with TID, the County Commissioners, the City of St. Clairsville, and any other interested stakeholders to assure the expeditious construction of an ODOT approved spine road that will provide seamless traffic flow between the Ohio Valley Mall and Route 40 through the St. Clair Commons property via a bridge across Interstate 70. Proposals for Equity's participation in accomplishing that goal from any of those agencies or parties are welcomed and will be given appropriate consideration.

Second, for the past 20 years, economic development in this general area, and of this property, was not viable, in spite of continuing efforts by St. Clair Commons, the City of St. Clairsville, the County Commissioners and others because qualified users did not materialize. Thus, it was neither prudent nor wise to construct any portion of this road until it could be productively utilize by and meet the needs of those potential users.

Third, the fact that there is now active economic and real estate development in the area, an improved traffic system is essential for safety, seamless flow and convenience of all local residents, consumers, merchants, the City, Township, and County. Consequently, this is the right time for all interested public and private parties to work collaboratively with ODOT to assure the timely construction of the road, bridge and the infrastructure necessary to support them.

Fourth, any potential dispute pursuant to the Agreed Judgment Entry of September 4, 1999, regarding improvements to Newlin Road (that would constitute a portion of the Connector Road) need not delay construction of the Connector Road. The construction of the Connector Road can commence and any subsequent independent determination of legal obligation of contribution would result in reimbursement to the appropriate public agency.

Fifth, as noted by a number of speakers at the meeting of November 13<sup>th</sup>, St. Clair Commons and Equity also believe that the potential benefits to our citizens, the community as a whole, and property owners in the area from the construction of the Connector Road are substantial and are prepared to work with any and all parties to assure that it is built expeditiously and to ODOT standards.

Thank you for your attention. I plan to attend the meeting of November 20 to respond to any further questions which you may have to the best of my ability.

Yours very truly,  
BANKER & WHITE  
*Harry W. White /s/*  
Harry W. White

Mr. White said he hopes whatever action is taken, does not delay this project. He said there is significant private equity involved in this project and the development of St. Clair Commons. He had to leave the meeting to attend a hearing, but introduced Melanie Woolenberg and Chad Mehl, (*unsure of spelling*) who were representatives of Equity. He apologized for not being able to stay and answer questions.

Joe Miller, of the Upper Ohio Valley Building & Trades, had questions from last week's meeting, but said today's executive session may have answered part of his questions. He understands legal matters need addressed before things can move forward, but their question is, "What is the status of this lawsuit and what steps are being taken to address it and settle it so that this project can move forward?" He asked for a time frame and said they believe it is a great opportunity and would hate for it to slip by. Mr. Coffland asked to respond. He explained the motion earlier was to hire legal counsel to proceed to see if the Commissioners could be, would be, possibly held in a lawsuit brought against us by an individual for participating in giving the money to the Transportation Improvement District (TID). That is the way Mr. Coffland understands it to be. He said it is his understanding that retired Judge Harry White just recommended moving the project forward and let the lawsuit play out. He advised the reason he brought Ruth Graham of the Engineer's Office in was to find out if (Newlin Road) was a true township road that has received funds to maintain it. The agreement stated that if any development goes on, that that road should be upgraded. For 12 years there was no development. Today there is a development. The whole scope of what was proposed 12 years ago to today has changed. It is not a road down from 40 to Mr. Stein's private property. It is a connector road that connects US 40 to Banfield Road to continue a \$20 million project. He said Newlin Road absolutely needs upgraded, widened and brought up to ODOT's specs. Mr. Coffland stated, "Mr. Stewart says that Mr. Stein did not uphold his part of the obligation; which he didn't at the time 12 years ago." Mr. Stein never had a secure project on this property. Today he's got a secure project, noted Mr. Coffland. Today the road needs upgraded over and above the 30 foot road that Mr. Stein was supposed to put in. Now it is an 80 foot major road. It is Mr. Coffland's wish that we could all be partners and move this project forward. He asked, "Is it worth the fight for 225 feet that he did not upgrade in 12 years on a 30 foot right-of-way or 30 foot road, that which should have been maintained under township trustees?"

Mrs. Favede said, "If I could clarify; I think the direct answer to the question is, there was a judgment settled in the Court of Common Pleas upstairs under Judge Jennifer Sargus in 1999, September 7. That judgment was from a settlement based upon a hearing that was held here in the Commissioners' office under Commissioner Bianconi, at the time, Commissioner Wiley, and Commissioner Probst. I don't have the date on this, but I believe it was in February of 1999 where there was a Road Improvement hearing, (it was April 7)." Attorney Aaron Glasgow explained a motion was being filed as we speak that will be asking the court to make a determination of the rights of the parties in that lawsuit about the construction of the road. He further explained: The confusion or the question in that determination will be we see a party there in that lawsuit that has committed itself or himself to constructing that road. The road has never physically been constructed. It is on the books, but it has never been constructed. At present there has been a push to have the county or the TID fund the construction of the road, which it seems to be the obligation of this person under the agreement to build the road. There's a conflict there. There's an agreement; one person is saying or has obligated himself to build the road and now a governmental entity has been asked to pay for what this person obligated himself. This motion is being filed to sort that out. This should reopen the case and go before the court and the court will make a determination after hearing from the parties. Mr. Stewart had agreed to accept \$50,000.00 in the settlement, which is public record, and he also agreed to not fight that this road is a public road. In exchange for that, Mr. Stein agreed to pay \$50,000.00 to Mr. Stewart and to build the road within three (3) years of commencement. The money was paid, but a minimal amount was done on the road and that was the end of it because the development that was anticipated on the Stein property didn't occur. Now there is discussion that development is going to occur and now that road needs to be built. There is a lot of discussion about what entity out of all these stakeholders is going to pay for that road. The way the board got to this position and why we filed today is there is a document out there that seems to say the answer to that is, Mr. Stein pays because he agreed to do that 13 years ago. Mr. Glasgow advised the motion will be public record momentarily, so anyone who has an interest in seeing it can view it.

Mr. Stewart stated, "We have not threatened any lawsuit. You keep using my name and the word 'lawsuit.' That is wrong." Mr. Coffland said, "I apologize, Mr. Stewart. I was not saying, my point I am trying to make is that's a township road that is funded right now to the standards that the State of Ohio pays Richland Township to maintain that road. There is a money value on that road of whatever it is. There was no development being built, so I don't think you can expect anyone to upgrade something if they never built it. Today the scope of the project has changed, there is more development than was ever planned years ago, I assume, if there was ever any development. And now we are upgrading. We want to upgrade the road. We want to make the road big, better, nice. For some reason we are meeting resistance of making this road to accommodate our whole retail base plus relieve what the federal earmark was for, relief on the Mall Road to relieve traffic."

Mrs. Favede said, "If I may continue please. On April the 7<sup>th</sup> this hearing was held in the Belmont County Commissioners meeting room under the commissioners that I had mentioned. And entered into the record on that particular day was Mr. Stein's testimony that he has an imminent project expected to start within 30 to 60 days. It is called 'The Woodlands of St. Clair Commons.' It is a first class, multi-family housing development that will encompass semi-private community, a clubhouse with a swimming pool, fitness, playground for the kids, walking and jogging trail that goes around the entire complex and all the units and balconies will have patios and corporate suites available so we will be able to accommodate all of the corporations here for rentals and so forth. That was the basis of the hearing and your movement to make that a public road, it is my understanding." Mrs. Favede added, "That was in 1999." Mr. Coffland responded, "And today it is a public road. That's what I keep trying to tell you. It is a public road being funded by ODOT, receiving money through Richland Township for a distance that is a public road." Mr. Stewart said, "The agreement wasn't to be a public road; it establishes a public road, if Mr. Stein kept his commitment and promise to do the road and do the paving and do everything as the County Engineer specified that he had to do." Mr. Coffland said, "If he built the development." Mr. Stewart said, "No, it had nothing to do with whether he built the development or not." Mrs. Favede stated, "There is no

mention of development in the actual settlement; I agree with Mr. Stewart. There is no mention of that particular verbiage.” Mr. Stewart went on to explain: “I apologize, but you know this is our family property. We’ve been in business for 5 generations in this community; 5 generations of Stewarts.” He continued, “You know this affects a lot more than what’s meeting the eye of the public and that’s what bothers me. I mean, if you look at these red lines, (pointing to map) this is approximately where the stakes are put. This isn’t a small township road; this is a very large highway development that’s going to go through my side yard, my front yard and part of that I realize there is an easement there for the State of Ohio, but it’s also going to take two parcels off of my business property, the miniature golf course. None of that’s being heard I don’t believe. It’s a large cake of property in addition to what was originally agreed upon and never done. You know, we’re not opposed to development. You guys, I do business with all of you. Five generations of our family have been doing business here and I can go back to great-grandpa Stewart, again this is to lighten it up a little bit in this room, but you know he stood on that farm where we do business today. You know my grandparents did business there. My parents did business there. Great-grandpa Stoffell, he actually outlined and set the plats for East Lawn. That was my great-grandfather. We’ve been here forever. We want to be here for many years to come. We’ve been good, active business participants. We’ve helped our community as much as we can. And we endure a lot of business ups and downs. So I understand hardships through some bad years and believe me in our business, that affects us greatly. But we have to manage that business. We have to manage that business and do the right things so that we don’t have lawsuits and litigation and things like that. Part of being in business is to manage things properly. In 1999 the owners of the property to be developed committed to an agreement, a promise, a commitment to build a public road. The specifications were, and it was already done with private funds; not with public funds or taxpayers’ money. You know I am a landowner affected by this. There’s 4 to 5 landowners affected by this. It’s not just me and you keep saying ‘us’, the Stewarts; you keep using my name.” Mr. Coffland said, “I’m sorry.” Mr. Stewart continued, “There’s 4 to 5 landowners involved here. I am a landowner that has been told they are going to take my land without any terms, proposals, commitments. I don’t have anything in writing. Not one thing. A government agency should not be allowed to do this to anybody. Remember this road was to be built by private funds and a private developer since the courts of Belmont County determination in 1999. Not with taxpayer money. Under the original agreement, the road was to be built and offer additional access to my property. The new proposed road takes that access away; it takes a large portion of my side yard; provides for a deceleration lane through my front yard; and it takes the real estate from my miniature golf course business that we’ve done as a family recreation center that I think a lot of people in this valley have enjoyed for years. So again these are things that I don’t think the public’s heard or knows anything about. I do have a written statement, if I may read it: I am making a statement today to emphasize the issue that continues to be ignored by some members of the TID and those that ask you not to listen to Commissioners Favede and Probst. A connector road that relieves traffic, provides access to business, and improves our economy is not being questioned. I’ve never questioned that. Its value is obvious to all of us. The issue is why does the TID want \$1.9 million of our public dollars to be spent on a portion of a road that the Steins agreed to construct at their own cost. When asked this question last week by my attorney, Mr. Coffland failed to answer why he had not sought the private dollars and the developer for whom he says the road needs to be constructed. I listened to and read the news all week and the story was consistent; we need the road, and the Commissioners need to stop preventing it. That’s what I kept hearing all week. The Commissioners are not preventing this road. Commissioner Ginny Favede and Commissioner Chuck Probst have been asking why the road should be built with public dollars when private dollars were already committed to build this road. But the time lost by the TID, the city members who ignored the commitments of the Steins to construct the road at their cost to county specifications is a serious matter here. As far as Mr. Bigler, Mr. Coffland said they spent years in an effort to build this road. Ok, why didn’t anybody ever question why they didn’t use the private funds that were required by the Court of Belmont County to build this road. That’s part of my question. The Steins promised great developments in 1999 when they agreed to construct the road. They again promised great developments when they requested to be annexed into the city. They again promised great developments when they sought to re-zone their property, but they did not build great developments; they did not construct the road; and now Mr. Coffland and others are promising us great developments will be built, but we must build the road. We, the taxpayers, must build the road. I am glad the Commissioners are seeking the answer as to why we, the taxpayers, must build the road.”

Mr. Coffland asked, “Who built the road in front of your property; just curiosity, in front of your business?” Mr. Stewart said, “National Road, Rt. 40, I’m sure was built by the taxpayers and that’s understandable, but this was a promise. Do you believe in keeping promises? You said last week you were a man of your word.” Mrs. Favede said, “National Road was a Gateway to the West.” Mr. Coffland said, “I sure do.” Mrs. Favede said, “That road was built to actually find what we refer to as America. For the record, I just want to note that since I was a councilwoman at the City of St. Clairsville through the 5 years, up until 2 weeks ago, that lawsuit had never surfaced. It took great effort on my behalf to obtain a copy of that lawsuit. I was stunned and sickened when I read the information in that lawsuit. I know we’ve been accused of throwing a door in front of economic development, but we are government and we adhere to the law, and there is a lawsuit that was settled in this building that I come to work in 5 days a week that said someone else is responsible for that. We have to do our due diligence in order to address that lawsuit. And that’s why that was never brought up because, quite frankly, in my opinion, it was hidden.” Mr. Stewart noted he had brought it up to several of those people many times.

St. Clairsville Councilwoman Libby Heintzelman questioned that with all of the research going on for oil and gas, title searches, property searches, how was this lawsuit never found? She doesn’t believe it was property researched before everyone signed on June 5 that the TID is going to obligate this money. She then questioned if the research would have happened and the lawsuit become known, would we have not saved taxpayers lots of money and time to get it resolved before now and we don’t have to wait and hope that the project doesn’t get put on hold by ODOT. Regarding eminent domain, she said nobody wants anything to happen to the Stewart’s property. She asked if there was a study done by ODOT that said the road was needed because of the project on the north for public safety. Mr. Coffland affirmed there was a study and the road is being constructed for safety reasons. At this time Mrs. Favede read from the undated ODOT study where it stated (“this indicates that the solution will not mitigate the congestion problem presently experienced at the I-70 Mall Road Interchange and will not improve safety within the study area. Therefore, this solution was dismissed because it fails to meet the purpose and need for this project.”) Mr. Coffland asked for the date of the study, but Mrs. Favede did not have that information. Mr. Coffland was sure it was the old one because ODOT re-did the study. He said the second study done by ODOT shows a mistake was found and taken back to ODOT. He said now there is a purpose, a need and safety concern. Mr. Stewart said, “According to the engineer, it wasn’t a mistake that was found at the engineering firm. I don’t believe that it was a mistake. I think his firm made a mistake.” Mr. Coffland said, “No, no.” Mr. Stewart said, “You keep using the word ‘mistake’ and you used that word last week.” Mr. Coffland said, “According to...” Mr. Stewart said, “And you’re saying their engineering firm made a mistake?” Mr. Coffland said, “There was a mistake in the report, yes I would like to go on record saying that. Yes. There was a mistake on the report and it was found and it changed the purpose and need and the study. Yes and whoever made it, I really don’t know who made it, but it was found. Yes I would like to say, there was, something had changed in the final plan.” Mr. Stewart agreed. “Thank you; let’s do it that way,” stated Mr. Coffland. Mr. Stewart noted the engineer said they didn’t make a mistake. The engineer said something did change in the whole model. Mr. Coffland then remembered they put the study in as if the interchange was in place and said we can get clarification.

Mrs. Favede stated, “The other point of clarification and your reference to the letter that was sent on June 5; I want to clarify that that letter was sent and addressed to ODOT. It was never addressed to the Transportation Improvement District. It was never intended for that money to be distributed to the Transportation Improvement District. That money was intended to go to ODOT, which that commitment is still there. We actually communicated that yesterday to ODOT. That as we have from the beginning, supported this project as a whole. That that money is available for ODOT when we go to TRAC funding in May of 2104. That is our commitment; it has remained our commitment; it has never changed; and that was the commitment that we put in writing on June the 5<sup>th</sup>. That commitment is to ensure that a completed total project is funded from 40 all the way through to what now has changed and is now the Mall Road. When we committed it was our understanding that it was going to connect at Willow Grove.”

Mrs. Heintzleman did not want the Stewart's property taken by eminent domain. Mr. Glasgow said ODOT could take what it needed to finish the road by eminent domain. Mr. Stewart said it is going to happen no matter what. He explained, "If this was the township road as it was directed to be built according to the agreement, then everything is great. You've got a nice double lane road, our miniature golf course survives, our property stays intact, our front yard stays intact; that's what I hoped would happen. I hoped there was some way to work this out, but no, in order for the TID even do this they have to do it to federal specification, which takes all that land. It has to be this huge monstrosity of a road. It's a whole different ballgame and it affects everything." He added, "We keep bringing up safety. If this is about safety; we keep using that word too. Why should we take a road through a piece of property that affects 4 to 5 landowners and has 2 very dramatic turns on it to go around the Ohio Valley Plaza instead of going through one landowners property and drawing a straight line. How hard is it?" Mr. Coffland answered, "Because, and I would like to answer that question, in order to access the earmark left back many years ago to make a connector road to use any of the federal dollars that's in place by the City of St. Clairsville, you have to go by the federal highways and the ODOT specifications. By us building on our side and doing the project locally, we may not, we can get you the best we can get you." Mr. Stewart said, "Your exact words were we can't change this, we can't change that...we have to take your front yard. We have to do this, it has to be this wide, it has to be this deep." Mr. Coffland said, "We still have to go by what ODOT requires. They want the 3<sup>rd</sup> turn lane; they want, but the TID would not have to, you know, I don't want any, what's it called, right-of-way. All I want is the road. ODOT may require more than what's required by the locals building it. We are building a road up to the specs that we feel is the best for all parties involved. Mr. Stewart we tried to show you that when we met on quite a few occasions at Mr. Street's office that..." Mr. Stewart said, "No I was shown what was going to happen (inaudible)." Mr. Coffland again noted certain things have to be required to release the federal earmark.

Mr. Probst stated, "What has happened, I believe, is when you have groups of people independently working together in groups instead of coming together as a whole; this is what happens. And this is a perfect example. There's not a person in this room that doesn't want this project to go through. We've been saying from day one, it needs to be done the right way and we need to make sure that any legal issues are taken care of first. Today was a step in that direction of filing that motion back upstairs and get a determination on it. To rule out, to pull all the details together and see where to go next." Mr. Probst directed a comment to a developer saying he was not sure how imminent their development was, but a conversation was needed. He said this plays into the entire project a lot. He did not want to stop any developments coming to the property. Mr. Probst stated, "This commission as a whole, we are absolutely committed to this project with ODOT in making sure this gets done. Remember, ODOT agreed to do this entire project their self, ok. The TID felt in the best interest of development that it was good to maybe move this project faster and do the project through the TID. Well then the lawsuit surfaced and I just want everybody to take a look, think back about what happened. There's been an awful lot of propaganda put out the last few weeks. People's emotions, I think, got the best of everybody because we are all passionate about this project, but again it has to be done the right way. If it's done the right way to move swiftly and we can get this project done maybe sooner than later. But to sit here and keep going over this in Commissioners' meetings, we are doing what we have to do again to move this project forward, protect this board, protect the taxpayers of Belmont County. If we, as an example, would have moved the \$1.9 million, as Commissioner Coffland's motion mentioned last week, over to the TID, with no type of an agreement, ok, knowing this lawsuit is hanging out here, we could have possibly pulled the commission into a lawsuit, ok that's number one and pulled the taxpayers into a lawsuit. That's not fair to them. We simply want this project to go forward too. I mean there is an awful lot of details, but again, you know, as Mr. Stewart said, it has to be managed properly. That is a great quote. We have to manage this properly in moving forward. It's not fair to a lot of people that's been coming to the meetings because you're getting bits and pieces of everything that's going on instead of pulling the whole project together. We are here, we will meet any day of the week, sit here with anybody that wants to come in and discuss this project and move it forward as fast as we can. I hope the TID, the City of St. Clairsville, all the developers could come to this room and sit and discuss this project to see what we need to do to move it forward next, instead of all this that's going on outside this meeting room. Action cannot, there is no action that can be taken unless there is a motion on this floor. The only motion that came on this floor about giving money to the TID was last week, and that was by Commissioner Coffland. That should have been done 2 or 3 months ago, talking about this before commitments were made to the TID about moving the money. Then we could have researched everything and all the details and what we need to do to move this project forward. But now we are jumping back and forth trying to cover everything and make sure everything is covered properly moving forward. This letter I just read that went to ODOT, we're committed to this project. We sent a letter to ODOT again committing \$1.9 million to TRAC funding. What you have to understand as Commissioner Coffland and Commissioner Favede said, the TRAC funding is an application that's put in that the State uses to pull money for this entire project. So, if we give the money to the TID, are we jeopardizing the TRAC funding which maybe ODOT won't get the application for to build the entire road. These are conversations we need to have with ODOT and our attorney has been trying to call ODOT since last Thursday. I know they are awful busy, but we've been trying to get answers from ODOT to move this; we're not just sitting here. So I just hope everybody can cool their heels, for lack of a better word, sit back, and let's get everybody together to move this project forward so it can get done, so you can develop, so Cafaro can develop, so the roads can be put in, so everybody's taken care of along the way. I don't think that's too much to ask. I apologize to everybody on behalf of the board that it's got to this point. Some of the things that were done here in the last few weeks, the last couple of months, are very unprofessional and I apologize for that. This board should not operate that way. The people elected us to do a job and protect them and do the best we can in moving this county forward and that's why we all sit here and that's what we are all trying to accomplish." Mr. Coffland said, "I could not agree with you more Mr. Probst and that's why when you signed the letter saying that we would commit that \$1.9 million, I thought the issue was dealt with back on June 5, when the \$1 million was moved." Mr. Probst responded, "Mr. Coffland I am not going to sit here and debate you." Mr. Coffland stated, "I am not either. I'm just telling you the facts." Mr. Probst said, "I made my statement. We committed \$1.9 million to the Ohio Department of Transportation is what the letter says. I'm not going to sit here and debate you anymore. We need to sit here as a board and work together and I hope you come on board and want to work to move this project forward."

#### **IN THE MATTER OF MOTION TO MOVE \$1.9 MILLION TO ODOT FOR THE MALL ROAD INTER-CONNECTOR**

Motion made by Mr. Coffland to move \$1.9 million to ODOT for the Mall Road Inter-Connector that we all committed to. Motion died for lack of a second.

**DISCUSSION** – Mr. Probst stated, "And I'll ask our attorney if he can get hold of ODOT and put the proper, proper paperwork together, ok so we can commit the \$1.9 million to ODOT for the entire project." Mr. Glasgow stated, "I can tell you that that is not something that I can call them to do that in the next five minutes." Mr. Probst said he understood and he did not expect that.

Mr. Stewart said, "Part of my concern is there is no compromise to this. You know this has to be a certain width; it has to be a certain length. All these things are required by ODOT period. I have no say whatsoever basically in that is what I have been told. Then one of my questions was of the \$1.9 million of taxpayer money that's to be used, is part of that to take my property by using eminent domain?" Mr. Coffland responded that it was not. Mr. Probst said that was a question he had too. Mr. Coffland said, "Actually I presented last week through Belomar had put back and earmarked \$250,000.00 for right-of-way acquisition and \$750,000.00 for preliminary designs. That's all I can tell you. I am far from an engineer." He advised the last thing he wanted to do was hurt Mr. Stewart.

Mr. Stewart stated in all of the meetings he attended it was crammed down his throat what was going to happen to his land no matter what he wanted. He said Mr. Coffland made that very clear. Mr. Coffland said this was how ODOT required it. Mr. Coffland said he had a passion for this project, the landowners and everyone involved and he tried several times to find something that would accommodate Mr. Stewart and please him. Both disagreed with each others statements.

Mrs. Favede said, "If I may for point of clarification, I would like to remind the public that Belmont County does not possess in its Infrastructure Fund \$1.9 million. In June of 2013 we moved \$1 million out of that account for much needed paving of roads in Belmont County. There is not \$1.9 million to be moved. We cannot arbitrarily put on motions to move millions of dollars like that. And then secondly, the money is committed at TRAC application and will only be moved when TRAC funding award is announced." Mr. Coffland stated, "That is

not what it says in the agreement you signed Commissioner Favede.” Mrs. Favede stated, “Matt you cannot use county dollars to fund a project that there is no guarantee that it will ever be completed.” Mr. Glasgow explained in his conversation with Roxanne Kane she said if the TID cannot fund constructing the road it goes back to the planning stages. Mrs. Favede asked why there was a need to use county dollars to hurry the project up and to keep it from being federalized.

Melanie Woolenberg of Equity stated they have not been around as long as everyone else on this project, but they are a high quality developer that believes in doing the right things the right way. She has reached out to Mr. Stewart through his lawyer. She said they would love to be a party to a solution. Getting everyone together in a room and discussing this and finding solutions is something they would, be very supportive of. She believes everyone has the same goal in mind.

Mrs. Favede advised she met with Melanie back in May. They brought in the Port Authority Director Larry Merry and Ed Looman of Jobs Ohio to provide additional opportunities to locate and acquire outside funding. Ed Looman brought to the table 629 Funds that could be utilized to build this particular road. Four weeks ago Melanie had told Mrs. Favede she had not actually applied. She checked with Mr. Looman last night who advised she still had not done that. Melanie said her understanding of that fund application is that she needs a letter of commitment from her user. That is imminent. She stated, “I am here to tell you that we’ve spent a tremendous amount of time and money toward that end. We have gone through a 6 or 9 month effort with the user, who is highly engaged and highly committed to signing a commitment. We will get that done and I think we will get that done...we are all working hard on that side of the equation to get that done here in the next few weeks.” She cannot say publicly who that is until they make a formal commitment. Mrs. Favede noted any state funding requires formal letters of intent. She clarified if you have one letter of intent, then you are eligible for application. There is about a 45 day turn-around time and upwards to \$750,000.00 could be made available for construction of this particular road. Melanie advised they do have a purchase contract for a hotel.

Mr. Coffland said, “Just one question for clarification. 629, TRAC funding, some good person lays down \$20 million. Please tell me how that, no matter where the funding comes from; where does it change the scope of the work?” Mr. Stewart’s concern is one issue. Funding is another issue. Mr. Stewart asked if Mr. Coffland was speaking for him now. Mr. Coffland said what it changes is the scope of what property we are taking no matter how the funding comes, is what he is asking. He said he doesn’t know how the funding would change his concern. Another individual asked, “Would it make things anymore simple or help to speed anything up if the board asks the court system to enforce the outcome of the hearing in 1999 between Mr. Stewart and Mr. Stein?” Mrs. Favede said the motion that was filed in court about an hour ago is asking the court to open that and enforce it. Mr. Glasgow explained it was a two step process – for the court to determine what the obligations of the parties are and to enforce the same.

**OPEN PUBLIC FORUM** – Richard Hord asked how far along the board was in the process of selecting a Director for BCDJFS and if interviews are scheduled. He also asked if there was a tentative date on when a permanent director is on board. Mrs. Favede responded, “That date would have been months ago and the interview are schedule for tomorrow, Mr. Hord.” He also inquired as to the amount the county paid for the services of Clemans-Nelson & Associates who were involved in this process. Mrs. Favede did not have a figure. She asked the he give her a time frame in order for her to provide this. He explained he was just wanting for the time spent on the application process. Mrs. Favede said we have not been billed for that yet as we are not done. We are typically billed when job completed. He then asked if any DJFS people who had been providing services on behalf of the seniors were displaced as a result of the new configuration or any funding sources lost or gained. Mrs. Favede did not believe anyone was displaced and there were applications for monies to be gained, but there is nothing that has been lost thus far that she is aware of.

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meetings of October 2 and October 8, 2013.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR THE ENGINEER’S PROJECT 13-4, BEL-4-6.51 SAND HILL BRIDGE REPLACEMENT TO OHIO-WEST VIRGINIA EXCAVATING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for the Belmont County Engineer’s Project 13-4, BEL-4-6.51 Sand Hill Bridge Replacement to the low bidder, Ohio-West Virginia Excavating, in the amount of \$721,350.00, based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO EXECUTE THE SELECT SCHEDULE ANNUAL EQUIPMENT MAINTENANCE CONTRACT PROPOSAL FROM L3 COMMUNICATIONS SECURITY AND DETECTION SYSTEMS, INC./COURTHOUSE SECURITY**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to execute the *Select Schedule Annual Equipment Maintenance Contract Proposal*, Proposal No. S-11-17-2013, from L3 Communications Security and Detection Systems, Inc. in the amount of four thousand, three hundred dollars (\$4,300.00), effective November 17, 2013 through November 16, 2014, for the annual preventive maintenance and radiation safety survey and performance report for the Belmont County Courthouse Security x-ray system.

**L3 communications Security & Detection Systems Inc.**

<b>BILLING AND DELIVERY ADDRESS:</b> Ms. Barbara Blake Belmont County Commissioners 101 West Main Street St. Clairsville, OH 43950 740-699-2150 Barb.blake@co.belmont.oh.us	<b>PROPOSAL NO:</b> S-11-17-2013 <b>DATE OF PROPOSAL:</b> 11/13/2013 <b>PROPOSAL VALID FOR:</b> 45 DAYS <b>ATTACHMENTS:</b> 8100-11901-00 and 8100-11902-00
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**SELECT SCHEDULE ANNUAL EQUIPMENT MAINTENANCE CONTRACT PROPOSAL**

**SCHEDULE OF SERVICES PROVIDED UNDER THIS CONTRACT:**

- All necessary repair parts and freight related expenses.
- Regular (Monday-Friday, 8:00am-5:00pm) labor hours for remedial maintenance.

- Regular (Monday-Friday, 8:00am-5:00pm) travel time to and from the equipment site.
- Lodging, Airfare and Per Diem expenses as required per scope of repairs.
- One annual preventative maintenance inspection per x-ray system.
- One annual radiation safety survey and preparation of performance report per x-ray system.
- Additional services are available upon request at Seller's prevailing time and materials rates.

**COVERAGE PERIOD:** November 17, 2013 through November 16, 2014

**PAYMENT TERMS:** Annual billing, in Advance, payment net 30 days after delivery of Seller invoice

**ACCEPTED FORMS OF PAYMENT:** Business check, Wire Transfer, Credit Card

**CONTRACT TERMS AND CONDITIONS AND STATEMENT OF WORK:** The terms and conditions and statement of work governing this contract are detailed on attached documents 8100-11901-00 and 8100-11902-00 herein. These seller terms and conditions shall take precedence over any and all others incorporated by the Buyer.

**EQUIPMENT TO BE SERVICED UNDER THIS CONTRACT:**

Item	Model Number	Serial Number	Unit Price	Shipping Location
1	PX6.4	PX64947	4,300.00	101 West Main Street, St. Clairsville, OH 43950

**TOTAL ANNUAL PRICE:** \$4,300.00 plus tax if applicable – See document no. 8100-11901-00, clause no. ten (10) for details.

Please reference proposal no. S-11-17-2013, unit serial number(s) and period of performance on your purchase order.

If you do not issue purchase orders, by signing this document, you have acknowledged our proposal and agreed to enter into a maintenance contract with L-3 Communications Security and Detection Systems, Inc. This document will serve as a purchase order. We will respond via fax, mail, or e-mail with your Contract ID for your records.

Contact Joseph Ziniti concerning order placement via Phone: 781-939-3821 –or e-mail [Joseph.Ziniti@L-3com.com](mailto:Joseph.Ziniti@L-3com.com)

**BUYER PURCHASE ORDER NUMBER:** \_\_\_\_\_ **CONTRACT ID:** \_\_\_\_\_

**AUTHORIZED SIGNATURE REQUIRED:**

**BELMONT COUNTY COMMISSIONERS:**

**L-3 COMMUNICATIONS SECURITY  
AND DETECTION SYSTEMS, INC.:**

Name: Ginny Favede

Name: Joseph Ziniti

Title: President

Title: Contracts Administrator

Signature: Ginny Favede/s/

Signature: Joseph Ziniti /s/

Date: 11/20/13

Date: November 13, 2013

**L-3 SDS Proprietary**

10E Commerce Way, Woburn, MA 01801 Phone: 781-939-3821 Fax: 781-939-3949 Service [Contracts.SDS@L-3com.com](mailto:Contracts.SDS@L-3com.com) 24x7 Customer Service 800-776-3031

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH  
DRAFT-CO., INC. FOR A PARCEL CONVERSION PROJECT/GIS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into agreement with Draft-Co., Inc. in the amount of \$19,910.00 for a parcel conversion project consisting of 3,620 parcels, based upon the recommendation of Don Pickenpugh, Geographic Information System (GIS) Director.

*Note: This contract will be paid entirely from GIS funds. Same rate per parcel (\$5.50) as the 2012 contract.*

**County of Belmont Ohio**  
Purchase of Services Agreement

Number of pages - \_\_\_  
Agreement Number - \_\_\_\_\_  
COST – Refer to Exhibit “A”

THIS AGREEMENT, made and entered into as of this date by which representatives of both parties have affixed their respective signatures, by and between the Commissioners of Belmont County, Ohio (hereafter, “COUNTY”) and Draft-co, Inc, (hereafter, “CONSULTANT”)

WITNESSETH:

WHEREAS COUNTY, whose address is 101 West Main Street, St. Clairsville, OH 43950, desires to purchase services from CONSULTANT for the purpose of Mapping Services and related. WHEREAS CONSULTANT, whose address is 405 South Fourth Street, Martins Ferry, OH 43935 is able and willing to provide such services;

NOW THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the CONSULTANT do agree as follows:

1. The term of this agreement shall commence as of the date by which all parties hereto have executed this Agreement. COUNTY shall not be liable for any services performed by CONSULTANT other than during the term of this agreement unless otherwise specified in EXHIBIT “A”.
2. CONSULTANT agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and CONSULTANT’s response thereto, if any, and on the attached Schedule “A”, incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule “A” or any of them, it is agreed that the terms of Schedule “A” to the extent any conflict, are controlling.
3. CONSULTANT shall not assign or transfer any interest or obligation in this Agreement, whether by assignment, or novation, without the prior written consent of the COUNTY unless permitted otherwise by the bid specifications, RFP.
4. If, through any cause, CONSULTANT shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if CONSULTANT shall violate any of the covenants or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving a thirty (30) day notice to CONSULTANT of such termination specifying the effective date thereof. There shall be no other termination of this Agreement, during its term, without the prior written consent of both parties unless specifically permitted otherwise by the bid specifications, RFP.
5. In the event COUNTY exercises its unilateral right to terminate this Agreement of cause in the manner provided for the paragraph 4 above, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by CONSULTANT under this Agreement shall, at the option of COUNTY, become the property of the COUNTY and CONSULTANT shall be entitled to receive just and equitable compensation, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and COUNTY may withhold any payments to CONSULTANT for the purpose of set-off.
6. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives, CONSULTANT will at all times during the term of this Agreement keep in full force and effect comprehensive general Liability, Auto Liability and Worker’s Compensation insurance policies issued by a company authorized to do business in the state of Ohio, with liability coverage provided for therein in the amounts of at least \$ 1,000.000 CSL (Combined Single Limits).



7. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified in the attached Schedule "A", incorporated herein by reference.
8. CONSULTANT shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, CONSULTANT agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
9. CONSULTANT agrees to secure at CONSULTANT's own expense all personnel necessary to carry out CONSULTANT's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
10. County agrees to provide to CONSULTANT any records possessed by the COUNTY that may be required to complete the project. COUNTY further agrees that digital tax parcel records may be required to complete the project and such records will be made available to the CONSULTANT in acceptable digital form.
11. Notices, bills invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States Mailbox, with sufficient first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
12. During the term of this Agreement, CONSULTANT agrees not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a recipient of services (actual or potential), an employee or an application for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, any other form of compensation or level of service(s). CONSULTANT agrees to post in conspicuous places, available to all employees, service recipients, and applicants for this paragraph. The listing of prohibited basis for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional basis and exceptions shall be permitted only to the extent allowable in state or federal law.
13. In all solicitations for employment placed on CONSULTANT's behalf during the term of this Agreement, CONSULTANT shall include a statement to the effect the CONSULTANT is an "Equal Opportunity Employer."
14. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Ohio law shall be controlling.
15. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
16. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
17. This parcel conversion project will be completed within 365 days of date of the "Notice to Proceed."

IN WITNESS WHEREOF, COUNTY and CONSULTANT, by their respective authorized agents, have caused this agreement and its schedules to be executed, effective as of the date on which all parties hereto have affixed their respective signatures, as indicated below.

Date Signed: 11-20-2013 FOR CONSULTANT  
Jason G. Davenport /s/  
Jason G. Davenport, President  
Draft-Co, Inc.  
FOR COUNTY

Date Signed: 11/20/13  
BELMONT COUNTY COMMISSIONERS  
Ginny Favede /s/  
Ginny Favede, President  
Charles R. Probst, Jr. /s/  
Charles R. Probst, Jr.  
Matt Coffland /s/  
Matt Coffland

Approved as to form by:  
David K. Liberati /s/  
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE  
ADDENDUM TO THE MASTER SERVICES AGREEMENT  
WITH DIGITAL DATA COMMUNICATIONS, INC./SENIOR SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and sign the addendum to the Master Services Agreement effective December 1, 2012 to November 30, 2015 with Digital Data Communications, Inc. to increase the monthly fee for general information technology consulting from \$12,000.00 to \$13,750.00 per month due to the addition of Senior Services of Belmont County.

Digital Data Communications, Inc.  
MASTER CLIENT SERVICES AGREEMENT  
ADDENDUM

**Addendum to the Digital Data Communications, Inc. Master Services Agreement Effective December 1<sup>st</sup>, 2012 – November 30, 2015.** This Addendum to the Digital Data Communications, Inc. Master Services Agreement Effective December 1<sup>st</sup>, 2012- November 30, 2015 ("Addendum") is an addendum between Digital Data Communications, Inc. ("Company") and Belmont County Commissioners ("Client"), which is dated November 1<sup>st</sup>, 2013 and shall become effective as of today, November 1<sup>st</sup>, 2013. The Master Services Agreement is attached and made a part of this document.

The parties, for good consideration, hereby agree as follows:

1. Schedule 1 number 2 of the Master Services Agreement shall be modified as follows with the text in bold added to the item:  
Additional Location Added – **Senior Services of Belmont County Located at 45240 National Rd W, St. Clairsville, OH 43950**
2. Schedule 2 number 1 of the Master Services Agreement shall be modified as follows with the text in bold added to the item and the text containing a strikethrough deleted:  
1) General Information Technology Consulting - ~~\$12,000 per month~~ **\$13,750 per month**

AGREED AND ACCEPTED:

Date: \_\_\_\_\_  
Digital Data Communications, Inc.  
Donald "Wes" Monk, President

Date: 11/20/13  
Client: Belmont County Commissioners Office  
Charles R. Probst, Jr., Commissioner  
Charles R. Probst, Jr. /s/  
Ginny Favede, Commissioner  
Ginny Favede /s/

Matt Coffland, Commissioner

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	No

**IN THE MATTER OF ADOPTING RESOLUTION  
TEMPORARILY REDUCING LEGAL AXLE LOAD LIMIT  
ON WAYNE TOWNSHIP ROADS/ENGINEER**

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the following:

**RESOLUTION**

**Whereas**, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon, and;

**Whereas**, the Belmont County Board of Commissioners have received a request from the Wayne Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%), and;

**Whereas**, the Belmont County Engineer has recommended that the Wayne Township Trustees' request be granted.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Wayne Township be reduced by fifty percent (50%) for the period beginning December 1, 2013 and ending April 15, 2014.

**DISCUSSION** – For the record Mr. Coffland advised he did talk to the trustees at two townships (Wayne & Flushing) to ask them with all the oil and gas activity in their townships did they want to do this. They both said yes.

Upon roll call the vote was as follows:

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

Adopted November 20, 2013

**IN THE MATTER OF ADOPTING RESOLUTION  
TEMPORARILY REDUCING LEGAL AXLE LOAD LIMIT  
ON FLUSHING TOWNSHIP ROADS/ENGINEER**

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the following:

**RESOLUTION**

**Whereas**, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon, and;

**Whereas**, the Belmont County Board of Commissioners have received a request from the Flushing Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%), and;

**Whereas**, the Belmont County Engineer has recommended that the Flushing Township Trustees' request be granted.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Flushing Township be reduced by fifty percent (50%) for the period beginning November 15, 2013 and ending April 15, 2014.

Upon roll call the vote was as follows:

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

Adopted November 20, 2013

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 12:15 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 12:55 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to adjourn executive session.

Upon roll call the vote was as follows:

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

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

**BREAK**

**Commissioner Favede left the meeting at this time.**

**DISCUSSION HELD RE: BCDJFS DIRECTOR** – Commissioner Probst advised that at Monday's work session the board received a petition from DJFS staff/employees in which they highly recommended Interim Director Lisa Fijalkowski be considered to fill the permanent Director position. He asked that this be noted for the record.

**IN THE MATTER OF THE VACATION OF  
ALL OF UNION TOWNSHIP ROAD 377  
(POLLAND FARM ROAD) UNION TOWNSHIP  
SECS. 18 7 24, T-8, R-42/ RD IMP 1119**

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

**Journal Entry--Order Upon view of Proposed Improvement  
ORDER TO COUNTY ENGINEER  
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 20th day of November, 2013, at the office of the Commissioners with the following members present:

Mrs. Favede  
Mr. Coffland  
Mr. Probst

Mrs. Favede moved the adoption of the following:

**RESOLUTION**

WHEREAS, On the 20th day of November, 2013, the time heretofore fixed for view of the proposed improvement, we the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 4th day of December, 2013, the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, <sup>2</sup> and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

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

Adopted November 20, 2013

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

**IN THE MATTER OF THE VACATION OF  
A PORTION OF TOWNSHIP ROAD 585  
(BROOKS ROAD) KIRKWOOD TWP.  
SEC. 33, T-9, R-6/RD IMP 1103**  
A Public Road

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

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 20th day of November, 2013, at the office of the Commissioners with the following members present:

Mrs. Favede  
Mr. Coffland  
Mr. Probst

**RESOLUTION – ORDER TO CLOSE ROAD**

Sec. 5553.10 R.C

Mrs. Favede moved the adoption of the following Resolution:

WHEREAS, at least ten days have elapsed since the final order of the board in the matter of this improvement, and WHEREAS, no person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, that it is hereby ordered that the proceedings be recorded as provided by law, and that said roads be <sup>1</sup>vacated, as ordered heretofore, made on journal of the date of November 6, 2013, and a copy of this resolution be forwarded to the Kirkwood Township Trustees.

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

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

Adopted the 20th day of November, 2013

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

**RECONVENED THURSDAY, NOVEMBER 21, 2013. COMMISSIONER PROBST ABSENT.  
NO FURTHER ACTION TAKEN.**

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 10:45 A.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting at 10:45 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 26th day of November, 2013.

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

\_\_\_\_\_

We, Ginny Favede and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK