

St. Clairsville, Ohio

October 19, 2011

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. Coffland, seconded by Mrs. Favede, 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-Treasurer of State of Ohio	Audit Fees/Financial Audit 2010/General Fund	873.96
A-Barrett Brothers	Forms-General	186.25
A-Ring2 Communications LLC	Conference Calls-General	16.49
B-Belmont Co. Sanitary Sewer District	September Service/Dog & Kennel Fund	391.80
B-Crossroads Counseling	Court ordered counseling/Indigent Drivers Alcohol Fund	1,448.08
B-Crossroads Counseling	Court ordered counseling/Indigent Drivers Alcohol Fund	1,421.78
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	714.39
N-Bridgeport Equipment & Tool	Services/SSD#1 Capital Improvements Fund	420.00
N-Poggemeyer Design Group, Inc.	Engineering EORIP Waterline/Port Authority	38,531.32
N-Tri-Son Concrete	Concrete/Bridge & Retaining Wall Constr. Improvement Fund	1,940.00
N-Wilson Appraisal Service	Services/BCSSD Fund	300.00
N-Street Engineering & Surveying	Contract Services/BCSSD Funds	4,933.00
O-USDA Rural Development	Phase II Bond Payment/WWS #3 Phase II Bond Fund	314,906.25
P-American Electric Power	Services/BCSSD Funds	2,064.57
P-Belmont Co. Sanitary Sewer District	Services/BCSSD Funds	2,000.00
P-Cintas Corp.	Supplies/BCSSD Funds	22.71
P-Eastern Ohio Regional Wastewater Authority	Sewage Disposal/BCSSD Funds	44,455.76
P-HD Supply Waterworks, Ltd.	Materials/Water and Sewer Development Fund	6,030.00
P-Krulloch Coal Company	Refund/WW System #3 Revenue Fund	500.00
P-Municipal Utilities	Purchased Water/BCSSD Funds	264.96
P-Sabatino Scaffolding	Materials/SS Dist. #3A Rev. ( Pen Wood) Fund	762.00
P-Siemens	Services/WW System #3 Revenue Fund	476.00
P-South Central Power Co.	Services/BCSSD Fund	6,429.11
P-Tricor Industrial Corp.	Materials/WW System #3 Revenue Fund	218.69
P-Wheeling Rubber Products, Inc.	Supplies/BCSSD Funds	213.16
P-W.W. System #3	Purchased Water/WW System #3 Bond Fund	39,169.87
P-Yorkville Board of Trustees of Public Affairs	Sewage Disposal/SS District #3B Deep Run Fund	513.29
P-ZEP Manufacturing Co.	Supplies/BCSSD Funds	669.13
S-AT&T	Internet/Northern Div. Court Computer Fund	64.99
S-Courtview Justice Solutions	Support & Maintenance/Eastern Division Court	11,824.00
S-Donna Cottage	Mileage & meals/Northern Ct. General Special Projects Fund	157.80
S-Group Consultants Agency, Inc.	Supplies/Certificate of Title Admn. Fund	67.00
S-Matthew Bender	Jury instructions/Northern Div. Ct. General Special Projects	154.46
S-Times-Leader	Additional payment on ad/Belmont Co. Senior Program Fund	40.00
S-TSG	Backup vaulting/Eastern Div. Ct. Computer Fund	52.48
S-TSG	Backup vaulting/Northern Div. Ct. Computer Fund	198.72
S-TSG	Supplies/Western Div. Ct. Computer Fund	8,352.26
W-Lexis Nexis	Monthly charges/Law Library Fund	7,162.00
W-Matthew Bender & Co.	Books/Law Library Fund	56.08
W-West	Information Charges/Law Library Fund	530.96

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the Recapitulation of Vouchers dated for October 19, 2011 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$1,827.83; \$12,053.93; \$25,010.43; \$28,442.80
A-GENERAL/AUDITOR	\$1,981.27
A-GENERAL/CHEST CLINIC	\$489.05
A-GENERAL/JUVENILE COURT	\$199.18
A-GENERAL/SHERIFF	\$12,060.77
H-Job & Family, CSEA	\$4,724.37
H-Job & Family, Public Assistance	\$5,026.38; \$10,143.46; \$629.89; \$5,704.80; \$1,474.45; \$600.00
H-Job & Family, WIA	\$10,368.32; \$311.55; \$81,013.76
J-Real Estate Assessment Fund	\$1,287.32
K-Engineer MVGT	\$17,232.41; \$13,008.31; \$51.39
M-Juvenile Ct. – Intake Coordinator	\$506.70
M-Juvenile Ct. – Placement Services	\$13,704.00
M-Juvenile Ct. – Title IV-E Reimb.	\$653.51
P-Oakview Bldg.	\$369.28
P-Sanitary Sewer District	\$80.24; \$331.07; \$6,126.56; \$1,434.78; \$3,498.23; \$2,980.62; \$1,153.33; \$781.50
S-Clerk of Courts Computer Fund	\$109.79; \$913.07; \$1,369.47
S-District Detention Home	\$9,345.00
	\$6,085.63

S-Eastern Ct. General Special Projects	\$254.35
S-Job & Family, Children Services	\$75,301.50; \$2,215.22
S-Job & Family, Senior Program	\$563.53; \$450.00; \$485.76
S-Juvenile Ct. Computer Fund	\$73.95
S-Oakview Juvenile Residential Center	\$4,578.67
S-Sheriff CCW	\$1,788.00
S-Sheriff Commissary	\$1,786.00
S-Western Court General Special Projects	\$2,124.76
T-Sanitary Sewer District	\$116.00

Upon roll call the vote was as follows:

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

**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	\$ 3,902.10

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 GENERAL FUND/SHERIFF**

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-0131-A006-A02.002 Adm. Payroll	E-0131-A006-A15.007 Unemployment	\$ 1,906.00

*Note: August charges*

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>Amount</b>
E-3702-P005-P34.074	OE TRANS OUT E-3702-P005-P17.002 SALARIES	80,000.00
E-3702-P005-P34.074	OE TRANS OUT E-3702-P005-P23.011 SERVICES	100,000.00
E-3702-P005-P34.074	OE TRANS OUT E-3702-P005-P21.000 MATERIALS	37,000.00
E-3701-P003-P31.000	OE TRANS OUT E-3701-P003-P28.000 Travel & Exp	\$500.00
	<b>TOTAL</b>	<b>217,500.00</b>

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5005-S070-S05.011 Contract Services	E-5005-S070-S01.002 Salaries	\$ 70,000.00
E-5005-S070-S05.011 Contract Services	E-5005-S070-S10.000 Facilities	70,000.00
E-5005-S070-S05.011 Contract Services	E-5005-S070-S11.012 Equipment	20,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND-SUPPLEMENT EQUIP/CO RECORDER**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the General Fund-Supplement Equip/Co Recorder Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1210-S078-S08.011 Contract Services	E-1210-S078-S11.003 PERS	\$ 23.44

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 SEPTEMBER 2011**

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 September, 2011.

**Gross Wages P/E 09/10/11 to 09/24/11.**

**GENERAL FUND**

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	<b>4,746.03</b>
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	<b>436.52</b>
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	<b>436.52</b>
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	<b>2,455.68</b>
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	<b>3,617.73</b>
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	<b>4,040.09</b>
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	<b>1,322.67</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>4,292.36</b>
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	<b>6,508.55</b>
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	<b>4,200.58</b>
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	<b>1,765.22</b>
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	<b>794.82</b>
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	<b>1,693.90</b>
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	<b>6,867.85</b>
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	<b>5,802.38</b>
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	<b>3,004.92</b>
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	<b>3,809.04</b>
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	<b>2,558.56</b>
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	<b>804.94</b>
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	<b>2,160.06</b>
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	<b>1,865.18</b>
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	<b>2,732.92</b>
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	<b>37.31</b>
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<b><u>712.69</u></b>
			<b>67,306.28</b>
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	<b>745.23</b>
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	<b>1,858.15</b>
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	<b>317.00</b>
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	<b>607.00</b>
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	<b>751.00</b>
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	<b>216.00</b>
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	<b>452.00</b>
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	<b>207.00</b>
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	<b>1,378.00</b>
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	<b>51,264.95</b>
FLOOD GRANT-HUMAN SERV	E-2530-H004-H02.003	R-9895-Y095-Y01.500	<b>270.52</b>
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	<b>4,637.50</b>
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	<b>3,605.69</b>
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	<b>3,591.43</b>
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	<b>10,977.16</b>
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	<b>4,438.39</b>
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	<b>194.04</b>
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	<b>257.04</b>
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	<b>1,005.33</b>
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	<b>786.42</b>
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	<b>509.08</b>
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	<b>160.05</b>
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	<b>332.70</b>
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	<b>1,615.28</b>
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	<b>8,516.75</b>
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	<b>495.79</b>
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	<b>2,054.35</b>
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	<b>205.06</b>
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	<b>31.57</b>
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	<b>116.46</b>
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	<b>780.76</b>
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	<b>5,901.23</b>
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	<b>7,793.39</b>
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	<b>2,885.76</b>

MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	<b>20,967.77</b>
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	<b>8,253.83</b>
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	<b>748.98</b>
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	<b>2,109.44</b>
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	<b>268.80</b>
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	<b>312.80</b>
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	<b>271.00</b>
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	<b>684.41</b>
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	<b>2,993.41</b>
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	<b>172.00</b>
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	<b>188.46</b>
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	<b>499.16</b>
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	<b>579.06</b>
		<b>TOTAL</b>	<b>224,313.48</b>

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated October 19, 2011, 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 Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **OLD SHERIFF RESIDENCE/ODOT GRANT - \$50,000.00** paid into R-1703-P083-P02.500 Tourism Donations on 10/14/11. *Note: This money represents a donation from the Belmont County Tourism Council for renovations at the Old Sheriff Residence.*

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	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** – Don Harr and Doug DeVault to travel to Reynoldsburg, OH, on October 28, 2011 to attend meeting on ODA/Weights & Measures continued weight testing. A county car will be used. Estimated expenses: \$100.00

**BCDJFS** – Various senior citizens & driver to travel to Marietta, OH, on October 14, 2011, to attend tour and cruise on Valley Gem. Estimated expenses: \$24.00

**ENGINEER** – Fred Bennett, Michael Wahl, Don Pickenpugh & Shereza O'Hara to travel to Columbus, OH, on Dec. 11-13, 2011, to attend 2011 CCAO/CEAO Annual Winter Conference. Estimated expenses: \$600.00 each

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING AND A SPECIAL MEETING**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the minutes of the Belmont County Board of Commissioners **regular meetings** of September 7 and September 14, 2011 and the **Special Meeting** of September 12, 2011.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR ENGINEER'S PROJECT 11-6 (SLOAN'S RUN) AND (REHM ROAD) BRIDGE REPLACEMENT PROJECT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to advertise for bids for the Belmont County Engineer's Project 11-6 BEL-COL-426-0.12 (Sloan's Run) and BEL-RIC-436-2.25 (Rehm Road) Bridge Replacement Project based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

*Note: Funding Source-85% OPWC and 15% MVGT*

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

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **10:30 A.M. (Local Time) Wednesday, November 9, 2011** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as **Engineer's Project 11-6, BEL-COL-426-0.12 & BEL-RIC-436-2.25, BRIDGE REPLACEMENT PROJECT**, then at said office publicly opened and read aloud.

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

A Bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows: A bid guaranty shall be provided with the bid in accordance with the Section 153.54 (B) O.R.C. for the full amount of the bid, or certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety. Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project must be completed by July 1, 2012.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code chapter 123, the Governor’s Executive Order of 1972 and Governor’s Executive Order 84-9 shall be required.

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

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. “The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

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

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

**Times Leader Advertisement: Two (2) Mondays: October 24, 2011 and October 31, 2011**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE FROM DANNY POPP, DDP AND ASSOCIATES/ MARTINS FERRY SOUTH SCHOOL BUILDING RENOVATION PROJECT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve payment of the Invoice from Danny Popp, DDP and Associates, in the amount of \$ 1,838.75 for architectural services for the Martins Ferry South School building renovation project as follows:

Architectural services to October 20, 2010-	\$1,763.75
Reimbursable expenses-	75.00
Total	\$1,838.75

Upon roll call the vote was as follows:

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

**NOTE: COMMISSIONER PROBST ARRIVED.**

**IN THE MATTER OF APPROVING PAY APPLICATION NO. 11223-RET (FINAL) FOR H.E. NEUMANN CO./ COURTHOUSE ANNEX III PROJECT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve Pay Application No. 11223-RET (final) in the amount of sixteen thousand, six hundred fifty-five dollars (\$16,655.00) for H.E. Neumann Company for the Courthouse Annex III Project, based upon the recommendation of Larry Siebieda, Architect.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY APPLICATIONS FOR ERB ELECTRIC CO./COURTHOUSE ANNEX III PROJECT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following pay applications for ERB Electric Company for the Courthouse Annex III Project, based upon the recommendation of Larry Siebieda, Architect :

Pay Application No.	Amount
#2 (Change Order #1)	\$9,580.00
#3 (final)	\$6,542.70

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE FROM SIEBIEDA ARCHITECTS/COURTHOUSE ANNEX III PROJECT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve payment of the invoice from Siebieda Architects, 3201 Belmont St., Bellaire, in the amount of \$2,800.00 for design services per AIA Document B105-2007 dated June 10, 2011 for the Belmont County Courthouse Annex III renovation project as follows:

Architect’s Hours:	26.5 hrs. @ \$100.00	\$2,650.00
Secretarial/Drafting	6 hrs. @ \$25.00	150.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING CONTRACT FOR  
PROGRAM ADMINISTRATIVE SERVICES WITH  
BEL-O-MAR REGIONAL COUNCIL FOR THE  
NEFFS CDBG SANITARY SEWER PROJECT**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into contract for program administrative services with Bel-O-Mar Regional Council in an amount not to exceed \$10,000.00 for the Neffs CDBG Sanitary Sewer Project, Grant No. B-W-11-1AG-1.

**CONTRACT FOR ADMINISTRATIVE SERVICES**

THIS AGREEMENT, made this 19th day of October, 2011, by and between the Belmont County Commissioners, hereinafter called "COUNTY", and Bel-O-Mar Regional Council with its principal office at 105 Bridge Street Plaza, Wheeling, West Virginia, hereinafter called "BEL-O-MAR."

WHEREAS, the COUNTY has been awarded a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (Grant No. B-w-11-1ag-1) for the purpose of undertaking the Community Development Block Grant Water and Sanitary Sewer Program-Neffs Sanitary Sewer project, hereinafter called "PROJECTS," within the Neffs Area of Pultney Township, Ohio.

WHEREAS, the COUNTY does desire to retain professional grant administration and implementation services for said PROJECTS; and,

WHEREAS, BEL-O-MAR does desire to provide grant administration/implementation services for said PROJECT:

NOW, THEREFORE, WITNESSETH, that the COUNTY and BEL-O-MAR do hereby agree as follows:

**I.**

**Purpose**

The COUNTY hereby engages and retains BEL-O-MAR to administer and implement the HUD Community Development Block Grant (No. B-W-11-1AG-1).

**II.**

**Scope of Services**

BEL-O-MAR agrees to perform the following grant administration services and duties:

1. To provide professional personnel and services to administer and coordinate grant-related activities for said PROJECT.
2. To review and oversee compliance with all applicable State and Federal laws, rules and regulations concerning said PROJECT including Citizen Participation requirements, Environmental Review Clearance, MBE/WBE Recruitment Efforts, Equal Employment Opportunity, Ohio Historic Preservation Clearance, Fair Housing Laws and Contracting and Procurement Laws.
3. To set up and maintain bookkeeping and financial records for said PROJECT.
4. To establish and maintain official relations with the Department of Housing and Urban Development and all other grantor agencies for the purpose of reporting the progress and status of said PROJECTS.
5. To oversee and participate in all monitoring visits and program audits conducted by the Department of Housing and Urban Development or any other grantor agency.
6. Review, approve and process payment of contractor invoices, change orders, and other work related documents during the construction phases of said PROJECT.
7. To make regular reports to the COUNTY concerning the status and progress of said PROJECT.
8. To make all grant related records accessible to Belmont County at all times.

**III.**

**Duties of COUNTY**

The COUNTY agrees as follows:

1. To abide by all State and Federal laws, rules and regulations concerning said PROJECT.
2. To execute all documents, writings or other instruments necessary for the efficient and effective administration of said PROJECT.
3. To retain and preserve all grant-related records after the close of said PROJECT for a period of not less than five (5) years after the completion of said PROJECT.

**IV.**

**Compensation**

The COUNTY agrees to pay a sum not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00) to BEL-O-MAR as compensation for administration services rendered, and payable at such time as said grant monies are received for distribution by the COUNTY. BEL-OMAR will invoice the COUNTY no more frequently than once per month. The method of compensation to be used is as follows:

**LABOR** - All labor costs related to the performance of the contract will be billed as direct labor at the employee rates shown below.

A.C. Wiethe Hourly Rate 30.44

**FRINGE BENEFITS** - include: holiday, vacation, sick leave, FICA, Workers Comp, unemployment, hospitalization, disability insurance, life insurance, and pension. These are considered a direct cost and are allocated based on the direct salary. The current rate for Fiscal Year 2012 is .9565.

**TRAVEL** - travel required to perform this contract will be billed as direct.

**COMMUNICATIONS**- telephone costs allocated as direct are long distance charges incurred on behalf of this contract.

**OTHER** - any other charges (publications, newspaper notices, etc.) Relating to this contract shall be charged as direct.

**INDIRECT COSTS** - All administrative, accounting and clerical labor costs in support of this contract; travel of the above listed personnel; printing and supplies; utilities; rent; other (including audit costs, insurances, dues, etc.); communications (including the equipment and service costs for the phone system). These costs are allocated based on direct salary. The current rate for Fiscal Year 2012 is .7502.

**V.**

**Term of Agreement**

This Agreement shall be binding upon the parties and shall remain in force and effect until October 13, 2013. The term of this Agreement may be extended upon the mutual written consent of the parties.

**VI.**

**Termination of Contract for Cause**

If, through any cause, BELOMAR fails to fulfill in a timely and proper manner their obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to BELOMAR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by BELOMAR under this Contract shall, at the option of the COUNTY, become its property and BELOMAR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**VII.**

**Termination for Cause and Convenience of the COUNTY**

The COUNTY may terminate this Contract at any time by giving at least ten (10) days notice in writing to BELOMAR. If the Contract is terminated by the COUNTY as provided herein, BELOMAR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of BELOMAR, Section VI hereof relative to termination shall apply.

**VIII.**

**Records and Audits**

BELOMAR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the COUNTY to assure proper accountability for all project funds. These records shall be made available for audit purposes to the COUNTY, HUD, the Comptroller General of the United States, the State of Ohio, or any authorized representative.

**IX.**

**Compliance with Executive Order 11246**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**X.**

This Agreement represents the entire agreement of the parties. No representations were made or relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties. IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

ATTEST:  
Jayne Long /s/  
Jayne Long  
Clerk, Board of Commissioners

**THE BELMONT COUNTY COMMISSIONERS**  
BY Ginny Favede /s/  
Ginny Favede

BY Charles R. Probst, Jr. /s/  
Charles R. Probst, Jr.

BY Matt Coffland /s/  
Matt Coffland

**BEL-O-MAR**  
BY William C. Phipps /s/  
William C. Phipps  
ITS Executive Director

ATTEST:  
A.C. Wiethe /s/  
A.C. Wiethe

APPROVED AS TO FORM ONLY David K. Liberati /s/ Assistant Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING CONTRACT FOR PROGRAM ADMINISTRATIVE SERVICES WITH BEL-O-MAR REGIONAL COUNCIL FOR FISCAL YEAR 2011 BELMONT CO. CDBG FORMULA ALLOCATION PROGRAM GRANT**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into contract for program administrative services with Bel-O-Mar Regional Council in an amount not to exceed \$ 48,600.00 for the Fiscal Year 2011 Belmont County CDBG Formula Allocation Program, Grant No. B-F-11-1AG-1.

**CONTRACT FOR ADMINISTRATIVE SERVICES**

THIS AGREEMENT, made this 19th day of October, 2011, by and between the Belmont County Commissioners, hereinafter called "COUNTY", and Bel-O-Mar Regional Council with its principal office at 105 Bridge Street Plaza, Wheeling, West Virginia, hereinafter called "BEL-O-MAR."

WHEREAS, the COUNTY has been awarded a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (Grant No. B-F-11-1AG-1) for the purpose of undertaking community development projects, hereinafter called "PROJECTS," within Belmont County, Ohio.

WHEREAS, the COUNTY does desire to retain professional grant administration and implementation services for said PROJECTS; and,

WHEREAS, BEL-O-MAR does desire to provide grant administration/implementation services for said PROJECT;

NOW, THEREFORE, WITNESSETH, that the COUNTY and BEL-O-MAR do hereby agree as follows:

**I.**

**Purpose**

The COUNTY hereby engages and retains BEL-O-MAR to administer and implement the HUD Community Development Block Grant (No. B-F-11-1AG-1).

**II.**

**Scope of Services**

BEL-O-MAR agrees to perform the following grant administration services and duties:

1. To provide professional personnel and services to administer and coordinate grant-related activities for said PROJECT.
2. To review and oversee compliance with all applicable State and Federal laws, rules and regulations concerning said PROJECT including Citizen Participation requirements, Environmental Review Clearance, MBE/WBE Recruitment Efforts, Equal Employment Opportunity, Ohio Historic Preservation Clearance, Fair Housing Laws and Contracting and Procurement Laws.
3. To set up and maintain bookkeeping and financial records for said PROJECT.
4. To establish and maintain official relations with the Department of Housing and Urban Development and all other grantor agencies for the purpose of reporting the progress and status of said PROJECTS.
5. To oversee and participate in all monitoring visits and program audits conducted by the Department of Housing and Urban Development or any other grantor agency.
6. Review, approve and process payment of contractor invoices, change orders, and other work related documents during the construction phases of said PROJECT.
7. To make regular reports to the COUNTY concerning the status and progress of said PROJECT.
8. To make all grant related records accessible to Belmont County at all times.

**III.**

**Duties of COUNTY**

The COUNTY agrees as follows:

1. To abide by all State and Federal laws, rules and regulations concerning said PROJECT.
2. To execute all documents, writings or other instruments necessary for the efficient and effective administration of said PROJECT.
3. To retain and preserve all grant-related records after the close of said PROJECT for a period of not less than five (5) years after the completion of said PROJECT.

**IV.**

**Compensation**

The COUNTY agrees to pay a sum not to exceed Forty Eight Thousand Six Hundred and 00/100 Dollars (\$48,600.00) to BEL-O-MAR as compensation for administration services rendered, and payable at such time as said grant monies are received for distribution by the COUNTY. BEL-OMAR will invoice the COUNTY no more frequently than once per month. The method of compensation to be used is as follows:

**LABOR** - All labor costs related to the performance of the contract will be billed as direct labor at the employee rates shown below.

A.C. Wiethe	Hourly Rate 30.44
-------------	-------------------

Rick Healy Hourly Rate 23.93  
Pam Douglas Hourly Rate 33.67

**FRINGE BENEFITS** - include: holiday, vacation, sick leave, FICA, Workers Comp, unemployment, hospitalization, disability insurance, life insurance, and pension. These are considered a direct cost and are allocated based on the direct salary. The current rate for Fiscal Year 2012 is .9565.

**TRAVEL** - travel required to perform this contract will be billed as direct.

**COMMUNICATIONS**- telephone costs allocated as direct are long distance charges incurred on behalf of this contract.

**OTHER** - any other charges (publications, newspaper notices, etc.) Relating to this contract shall be charged as direct.

**INDIRECT COSTS** - All administrative, accounting and clerical labor costs in support of this contract; travel of the above listed personnel; printing and supplies; utilities; rent; other (including audit costs, insurances, dues, etc.); communications (including the equipment and service costs for the phone system). These costs are allocated based on direct salary. The current rate for Fiscal Year 2012 is .7502.

**V.**

**Term of Agreement**

This Agreement shall be binding upon the parties and shall remain in force and effect until February 28, 2013. The term of this Agreement may be extended upon the mutual written consent of the parties.

**VI.**

**Termination of Contract for Cause**

If, through any cause, BELOMAR fails to fulfill in a timely and proper manner their obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to BELOMAR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by BELOMAR under this Contract shall, at the option of the COUNTY, become its property and BELOMAR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**VII.**

**Termination for Cause and Convenience of the COUNTY**

The COUNTY may terminate this Contract at any time by giving at least ten (10) days notice in writing to BELOMAR. If the Contract is terminated by the COUNTY as provided herein, BELOMAR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of BELOMAR, Section VI hereof relative to termination shall apply.

**VIII.**

**Records and Audits**

BELOMAR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the COUNTY to assure proper accountability for all project funds. These records shall be made available for audit purposes to the COUNTY, HUD, the Comptroller General of the United States, the State of Ohio, or any authorized representative.

**IX.**

**Compliance with Executive Order 11246**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**X.**

This Agreement represents the entire agreement of the parties. No representations were made or relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties. IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

ATTEST:

Jayne Long /s/  
Jayne Long  
Clerk, Board of Commissioners

**THE BELMONT COUNTY COMMISSIONERS**

BY Ginny Favede /s/  
Ginny Favede

BY Charles R. Probst, Jr. /s/  
Charles R. Probst, Jr.

BY Matt Coffland /s/  
Matt Coffland

**BEL-O-MAR**

BY William C. Phipps /s/  
William C. Phipps

ITS Executive Director

ATTEST:

A.C. Wiethe /s/  
A.C. Wiethe

APPROVED AS TO FORM ONLY David K. Liberati /s/ Assistant Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RENEWING THE AGREEMENT WITH THE WELLNESS ALLIANCE**

Motion made by Mr. Coffland, seconded by Mr. Probst to renew the agreement with the Wellness Alliance of St. Clairsville for the provision of employee assistance services through May 31, 2012.

**AGREEMENT**

**Employee Assistance Services**

This agreement is made and entered into this 14th of June, 2011, by and between Wellness Alliance, St. Clairsville, OH and the Belmont County Commissioners.

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

This contract will stay in full force for one year from June 1, 2011 through May 31, 2012.

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

Sandra L. Nicholoff /s//  
Wellness Alliance Representative

7-14-11  
Date

Matt Coffland /s/  
Belmont County Commissioner Representative

10-19-11  
Date



APPROVED AS TO FORM:

David K. Liberati /s/

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE  
SECOND AMENDMENT TO TOWER ATTACHMENT  
COMMUNICATIONS SITE SUBLEASE AGREEMENT**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into the Second Amendment to Tower Attachment Communications Site Sublease Agreement, on behalf of Belmont County 911, with Alltel Communications, LLC, dba Verizon Wireless, for additional antennas to be placed on the Alledonia 911 tower site, based upon the recommendation of Robyn Marshall, 911 Director.

**SECOND AMENDMENT TO  
TOWER ATTACHMENT  
COMMUNICATIONS SITE SUBLEASE AGREEMENT**

This Second Amendment to Communications Site Sublease Agreement ("Second Amendment") being made this 19<sup>th</sup> day of October, 2011, by and between **BELMONT COUNTY COMMISSIONERS**, hereinafter designated as Owner, and **ALLTEL COMMUNICATIONS, LLC**, d/b/a VERIZON WIRELESS, with its principal place of business located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated as Tenant.

WHEREAS, Owner and Tenant's predecessor in interest, entered into a Tower Attachment Communications site Sublease Agreement dated July 1, 2004, as amended December 18, 2008 ("Agreement") for a portion of the property located at 56042 Saffell Church Road in the City of Alledonia, County of Belmont, State of Ohio (hereinafter "Premises"); and,

WHEREAS, Owner and Tenant desire to amend the Agreement in order for Tenant to add a generator at the Premises, to modify its antennas on the tower as well as other considerations.

NOW, THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration and intending to be legally bound hereby, Owner and Tenant agree to the following changes and modifications to the Agreement:

1. Tenant shall have the right to place a standby generator within the existing fenced compound. Tenant shall also have the right to modify its antennas on the tower. Exhibit "C" to the Agreement is hereby deleted in its entirety and replaced with Exhibit "C-2" attached hereto.
2. On the first day of the month following the installation of the generator, the monthly rent will increase by Four Hundred Twenty and No/100 Dollars (\$420.00).
3. Paragraph 5(b) is deleted in its entirety and replaced with the following:  
"In the event that Tenant elects to renew this Lease as provided in paragraph 4, Rent shall increase by an amount equal to ten percent (10%) over the Rent to be paid by Tenant during the immediately preceding Term or Renewal Term ("RT")."
4. Paragraph 17, Notices, is hereby amended to modify Tenant's address for notice:  
If to Tenant, to:  
Alltel Communications, LLC  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attention: Network Real Estate
5. All capitalized terms herein shall have the meaning ascribed to them in this Second Amendment or the Agreement, as applicable.
6. In the event of any inconsistency between this Second Amendment and the Agreement, this Second Amendment shall control.
7. Except as modified by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and affixed their respective seals the day and year first above written.

**OWNER: BELMONT COUNTY  
COMMISSIONERS**

By: Matt Coffland /s/  
Name: Matt Coffland  
Title: President  
Date: 10-19-11

By: Charles R. Probst, Jr. /s/  
Name: Charles R. Probst, Jr.  
Title: Vice-President  
Date: 10-19-11

**TENANT: ALLTEL  
COMMUNICATIONS, LLC,  
d/b/a Verizon Wireless**

By: \_\_\_\_\_  
Beth Ann Drohan  
Area Vice President Network  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

David K. Liberati, Assistant /s/  
Prosecuting Attorney

EXHIBIT "C-2"  
Site Plan and  
Equipment List  
See attached.  
Equipment List:

12 antennas located at 260 feet on the Tower.  
12 coaxial cables located on the tower connecting to the equipment shelter  
11'-5" x 16' equipment shelter to house transmission cables & equipment  
5'-4" x 11'-2" pad for placement of a generator

Electrical power pedestal with meter, disconnect, PPC, telco interconnect and associated cables and conduits  
Telephone panel, cables and conduits  
Ice bridge

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE AUCTION SALE CONTRACT WITH DAVID JONES, AUCTIONEER TO CONDUCT THE ANNUAL BELMONT CO. AUCTION**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into the Auction Sale Contract with David Jones, Auctioneer, to conduct the annual Belmont County Auction to be held Saturday, October 22, 2011 at 9:00 a.m. at the Belmont County Fairgrounds as follows:

Professional Fees: Personal Property 15%  
Vehicles 7%

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO RENEWAL AGREEMENT WITH MAXIMUS, INC.**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into a renewal agreement with Maximus, Inc., Concord Township, Ohio, for the purpose of providing consulting services and assistance relative to the preparation of the base year 2011 indirect cost allocation plan at a cost of \$9,500.00.

*Note: The cost allocation plans allows Belmont County recovery of revenues under federal standards*

**AGREEMENT TO PROVIDE**

**PROFESSIONAL CONSULTING SERVICES**

**THIS AGREEMENT** is entered into this 19<sup>th</sup> day of October, 2011, by and between **MAXIMUS Consulting Services, Inc.**, a wholly owned subsidiary of MAXIMUS, Inc. (hereafter "Consultant"), and the **Belmont County Board of Commissioners**, State of Ohio (hereafter "Client"). The parties hereto, in consideration of mutual promises and covenants, agree as follows:

- 1. Scope of Services.** Consultant shall perform in a professional manner the services as detailed in Exhibit A, incorporated herein by reference as if fully set forth as part of this Agreement.
- 2. Term.** This Agreement shall be in full force and effect for the term as stated in Exhibit A.
- 3. Compensation.** Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by references as if fully set forth as part of this Agreement.
- 4. Termination.** Upon Consultant's material breach, Client may terminate this Agreement upon thirty (30) days prior written notice to Consultant wherein Client shall specify the nature of the default and the effective termination date. Upon such notice, Consultant shall be entitled to the opportunity to cure any such default prior to the effective date of termination. Client may terminate this Agreement for any reason upon sixty (60) days prior written notice to Consultant. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination. Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to, and accepted by, Client under this Agreement, or any amendment thereto, as of the effective date of the Agreement. In no event shall the making of any payment to Consultant constitute or be construed as a waiver by Client or shall in no way impair or prejudice any right or remedy available to Client.
- 5. Services and Materials to be Furnished by Client.** Consultant shall provide guidance to Client in determining the data required. The Client acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data provided by the Client to perform the work under this contract.
- 6. Records and Inspections.** Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for six (6) years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide thirty (30) days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours. Any Client's employee, consultant, subcontractor or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.
- 7. Copyright for Consultant's Proprietary Software.** To the extent that the service and/or deliverables provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that all ownership, including copyright, patents or other intellectual property rights to the software, lie with Consultant. Nothing herein shall be construed to entitle Client to any pre-existing Contractor materials.
- 8. Insurance.** Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.
- 9. Indemnification.** Consultant shall defend, indemnify and hold harmless Client from and against damages, liability and costs (including reasonable attorney fees) directly caused by the negligent actions or willful misconduct of Consultant, its employees or agents. Consultant shall not be responsible for any damages or liability resulting from the negligence or willful misconduct of Client, its employees, consultants, or agents or any third party.
- 10. Limitation of Liability.** Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the annual value of the contract. In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy. Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in the Agreement.
- 11. Consultant Liability if Audited.** The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. The Consultant's sole responsibility under an audit shall be to provide reasonable assistance to the Client through the audit and to make those changes to the work products required as a result of the audit. Under no circumstances shall the Consultant be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the services provided to this Agreement.
- 12. Notices.** Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

**Belmont County Board of Commissioners**  
**101 W. Main Street, Courthouse**

St. Clairsville, OH 43950  
(740) 699-2155  
Robert J. Fink, State Director/Manager  
MAXIMUS Consulting Services, Inc.  
7523 Fredle Drive  
Concord Twp., OH 44077  
(800) 543-0288 – Toll Free  
[robertfink@maximus.com](mailto:robertfink@maximus.com)

Such notice shall be deemed delivered five (5) days after deposit in the U.S. mailbox.

13. **Changes.** The terms of this Agreement may be changed via a mutually executed written instrument;

14. **Miscellaneous.**

a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

b. The parties intend that Consultant, in performing the services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose.

c. Should any part, term, portion, section or provision of this Agreement be decided finally to be in conflict with law or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, sections or provisions shall be deemed severable and shall remain in full force and effect.

d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other course which is beyond the reasonable control of such party.

g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

**IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date written below.**

**Date: October 19, 2011**

Attest: Jayne Long /s/

By: Matt Coffland /s/  
**Commissioner**  
Charles R. Probst, Jr. /s/  
**Commissioner**  
Ginny Favede /s/  
**Commissioner**  
**MAXIMUS Consulting Services, Inc.**  
By: Adam Polatnick /s/  
Title: Vice President/Assistant General Counsel  
Date: 09-23-11  
Federal ID # 26-1557956

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

**EXHIBIT A**  
**Term and Scope of Services**  
**Belmont County, Ohio**

This Agreement shall become effective on October 19, 2011. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and to best carry out the purpose of this Agreement.

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of services under this Agreement. All of the services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. Consultant shall commence, carry on, and complete the services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions herein and all applicable laws.

Consultant reserves the right to subcontract for services hereunder. Consultant agrees to notify Client in writing of any such subcontracts.

**Scope of Services:**

Development of a central services cost allocation plan which identifies the various costs incurred by the County to support and administer Federal programs. This plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc. The plan will be based upon the County's year-end financial data for the year 2011 and will be the basis for the recoveries to be claimed for calendar year 2013.

Negotiations of the completed cost allocation plan with the representatives of DHHS and/or the State if required. The Consultant is responsible for the conduct of negotiations and securing approval of the plan as filed or as negotiated, where applicable, on the County's behalf.

Assistance in preparing the County's claims to the State for recovery of funds due the County, as it pertains to the information contained in the cost allocation plan.

**EXHIBIT B**  
**Compensation**  
**Belmont County, Ohio**

For services provided as set forth in Exhibit A, Client agrees to pay Consultant a lump-sum amount of **\$9,500** (Nine Thousand Five Hundred Dollars), which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum.

The Consultant will invoice the amount due upon delivery of the report.

Consultant will render to Client one or more invoices for the fees specified herein, with payment due by thirty (30) days after the due date.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING  
THE ADAPTIVE REUSE OF THE HISTORIC  
BELMONT COUNTY SHERIFF'S RESIDENCE**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and sign the Adaptive Reuse of the Historic Belmont County Sheriff's Residence, 101 East Main Street, St. Clairsville, Ohio, for the Ohio Department of Transportation Project #PID 78794 Bel Tourism, as submitted by Chambers, Murphy, & Burge Restoration Architects dated September 16, 2011.

*Note: This is for the rehabilitation of the historic Belmont County Sheriff's residence for the Belmont County Tourism Council.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL  
FROM URS CORPORATION FOR STORM WATER  
PROGRAM SUPPORT**

Motion made by Mr. Coffland, seconded by Mr. Probst to accept the proposal from URS Corporation in an amount not to exceed \$5,000.00 for Storm Water Program Support for Belmont County.

September 30, 2011

Belmont County Commissioners

101 West Main Street

St. Clairsville, OH 43950

Attn: Ms. Ginny Favede

**Re: Proposal for Storm Water Program Support for Belmont County, Ohio**

Dear Ms. Favede:

URS appreciates the opportunity to provide this proposal in order to support Belmont County (County) with the County Storm Water Program as mandated by the Ohio Environmental Protection Agency (OH EPA) General Permit for discharges of storm water from Municipal Separate Storm Sewer Systems (MS4) dated January 2009 (OH EPA General Permit).

As discussed in our meeting on September 22, I have the following experience with Phase 2 storm water permitting as the Storm Water Coordinator/Drainage Engineer for Summit County from 2003 to 2006, and as a consultant with URS since 2006:

- Responsible for the creation and submittal the Summit County Countrywide SWMP on behalf of 26 Co-Permittees in 2003 and the subsequent Annual Reports (AR) until 2006.
- Provided PPGHP training at an Ohio EPA sponsored workshop and for the Stark County, Butler County, and Stark County countrywide permit groups.
- Worked with the Summit Soil and Water Conservation District (SWCD) to coordinate Public Education & Outreach, and Public Involvement/Participation activities for 26 Co-Permittees.
- Worked with the Summit County Health Department, the Summit SWCD, and the 26 Co-Permittees to help craft and implement ordinances and other regulatory mechanisms required by the Ohio EPA General Permit.
- Coordinated the outfall location and illicit discharge detection program for the Summit County MS4.

This proposal describes how URS can assist the County with the submittal of information to the Ohio EPA that would revise the existing County program to include only Belmont County (all other Co-Permittees in the existing permit would then be required to file for separate coverage under their own permit), or to apply for a waiver of coverage for the County and therefore remove the County entirely from coverage under the OH EPA General Permit. The following sections describe the tasks proposed required to evaluate the feasibility of these above two scenarios.

**Task 1 – Research and Coordination with Ohio EPA**

This task involves a review of the County Documents generated and submitted to Ohio EPA while implementing the County MS4 program since 2003, a review of OH EPA MS4 General Permit documents, and discussions as necessary with Ohio EPA staff regarding the feasibility of revising or waiving the County MS4 permit coverage.

**Task 2 – Preparation and Submittal of Documents to Ohio EPA**

This task involves the preparation of forms and documents required to revise or waive the County MS4 permit coverage as identified in Task 1. These forms and documents would need to be signed by the “principal executive officer or ranking public official” of the County as required the Ohio EPA MS4 General Permit prior to submittal to Ohio EPA.

**Budget**

URS proposes to provide these services on a time and materials basis not to exceed a sum of Five Thousand (\$5,000.00) Dollars using the attached rate table for hourly charges. No work on either task will be initiated unless specifically requested by County, and estimates to complete any specific task can be given via email before any work is initiated on any specific task if necessary.

Please do not hesitate to contact myself or Tracy Engle should you have any questions regarding this proposal.

Sincerely,

**URS Corporation – Ohio**

Tom Denbow

Vice President

Jay Mosley, PE, CPM, CPESC

Storm Water Engineer/Hydrologist

This Agreement is accepted by Belmont County this  
19th day of October, 2011.

By: Matt Coffland /s/  
Title: President, Belmont County Board of Commissioners

Upon roll call the vote was as follows:

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

**10:15 Sue Douglass, Exec. Director, Belmont County CIC/DOD and Attorney Richard Myser**

**Re: Deed Transfer/Fox Commerce Park**

Sue advised the CIC has come before the board to execute Step 1 in what will become a final closing of property in Fox Commerce Park. She noted today's transaction signifies the largest parcel transaction ever done in Fox Commerce Park. When the deal is finished after today's transaction, they will have approximately 28 acres occupied by a new company in the park. There are now 12 businesses up and running in the park. There was a unique and different type of negotiation that went on with the activity for this business. It involved a large corporation and a corporation that was out of state. She further stated the park represents diversity in our economy with the various types of businesses located within the park. She concluded by saying, “Today represents the official confirmation of an emerging new strand in our economy, the oil and gas industry. With this sale we are recognizing how oil and gas are going to play a critical part in developing the economy in Belmont County. We welcome the Chesapeake Energy Company.” Mr. Charles Boggs, Project Manager for Chesapeake was present for today's deed signing. Attorney Richard Myser presented the deed for signatures.

**IN THE MATTER OF APPROVING AND SIGNING  
GENERAL WARRANTY DEED FOR TRANSFER OF**

**LOTS IN FOX COMMERCE PARK TO THE CIC**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the General Warranty Deed for the transfer of Lots # 4, #5, #6, #33, #34, #35 and #36 situated in the Fox Commerce Park from the County of Belmont, by and through the Belmont County Commissioners, to the Belmont County Community Improvement Corporation.

*Note: This is for Chesapeake Energy.*

**GENERAL WARRANTY DEED**

**THE COUNTY OF BELMONT**, a political subdivision of the State of Ohio, by and through the Belmont County Commissioners, the Grantor, for valuable consideration paid, grants, with covenants of general warranty, to **THE BELMONT COUNTY COMMUNITY IMPROVEMENT CORPORATION**, a non-profit corporation, the Grantee, whose tax mailing address is 117 East Main Street, St. Clairsville, Ohio 43950, the following described real property:

Situated in the County of Belmont, State of Ohio, Richland Township, Section 32 and 33, Township 7, Range 4 and being identified as Lot 4, 5, 6, 32, 33, 34, 35 and 36 of the Belmont County Fox Commerce Park of record in Cabinet E, Slide 318 of the Records of Plats of Belmont County, Ohio.

Parcel Nos. 23-01368.007; 23-01368.008; 32-01368.009; 32-01368.013; 32-01368.014; 32-01368.015; 332-01368.016; 32-01368.017.

Subject to the restrictive covenants for Belmont County Fox Commerce Park which are set forth more specifically on the Plat of record in Cabinet E, Slide 318 of the Records of Plats of Belmont County, Ohio.

Also excepting and reserving all conveyances, restrictions, exceptions, reservations and easements, including coal and/or other minerals heretofore sold and conveyed, or of record.

Being a part of the same premises conveyed to the County of Belmont, Ohio by Warranty Deed of record in Volume 752, Page 356, of the Records of Deeds of Belmont County, Ohio.

SUBJECT TO AND EXCEPTING taxes and assessments for the year 2011 and thereafter which taxes and assessments the Grantee assumes and agrees to pay as a part of the consideration for this conveyance.

\*  
\*  
\*

Executed this 19<sup>th</sup> day of October, 2011.

THE COUNTY OF BELMONT, OHIO

By: Ginny Favede /s/

Ginny Favede

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

Charles R. Probst, Jr.

By: Matt Coffland /s/

Matt Coffland

Upon roll call the vote was as follows:

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

**DISCUSSION HELD RE: FOX COMMERCE PARK/CHESAPEAKE ENERGY** – Mr. Probst asked Sue Douglass if she was able to go into detail regarding the exact use of the land Chesapeake has purchased in Fox Commerce Park so as to inform the public. She stated, in general, this establishes a base of operations for Chesapeake in the county. It will involve administrative offices, a business facility, yard capabilities and different things of that type. When more specific plans are given and outlined, they will be presenting that. Sue said this will signify their corporate presence here.

Mr. Boggs expressed his appreciation for the boards' approval today and stated the company looks forward to a presence in Belmont County. The board unanimously welcomed Chesapeake Energy to the county and offered their assistance for whatever need should arise.

**10:30 Hearing-Road Improvement 1114**

Present for the hearing were Ruth Graham, Engineer's Drafting Technician II; Kevin Ball, Engineer's Drafting Technician II; and Dan Messenger, petitioner. Ruth advised the at the road view last week there were no problems. Pointing to the map she noted all the vacation areas and that there was no evidence of roadways there. All adjacent owners have been notified.

**IN THE MATTER OF THE VACATION OF RIGHTS-OF-WAY IN REED'S PROPOSED ADDITION TO BAILEY'S MILLS, WARREN TOWNSHIP SEC 31, T-8, R-6/RD IMP 1114**

**REPORT OF COUNTY ENGINEER OHIO REV. CODE, SEC. 5553.06**

Date: 10/19/11

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

The undersigned, in obedience to your order, dated October 12, 2011, proceeded on October 19, 2011 to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should \_\_\_\_\_ be granted.

An accurate and detailed description of the proposed improvement describing therein the center line and right of way lines follow:  
"see attached plat"

**The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement is granted.**

Fred F. Bennett/s/  
County Engineer of Belmont County, Ohio

**IN THE MATTER OF THE VACATION OF RIGHTS-OF-WAY IN REED'S PROPOSED ADDITION TO BAILEY'S MILLS, WARREN**

Office of County Commissioners  
Belmont County, Ohio

**TOWNSHIP, SEC. 31, T-8, R-6/RD IMP 1114**

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT ORDERING RECORD, ETC.**

*Rd. Imp. #1114*

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 19th day of October, 2011 in the office of the Commissioners with the following members present:

- Mr. Coffland
- Mr. Probst
- Mrs. Favede

Mr. Coffland moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

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

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

Adopted the 19th day of October, 2011

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

**OPEN PUBLIC FORUM – RE: NEFFS SANITARY SEWER PROJECT** - Ed Jagucki expressed his appreciation for the good speed that the Neffs Project is moving along. It has taken a very long time to get to this point. He gave praise to Commissioner Favede for her commitment to the project. Another Neffs resident also thanked the board and said he never thought this would happen in his lifetime. Mrs. Favede advised it was important to note that when she and Mr. Coffland came into this office, Neffs was already a personal priority of Commissioner Probst. She said there has been a true effort of this board to see the project through. Mary Jackson asked if a meeting will be held in Neffs for the residents. Mr. Coffland said A.C. Wiethe and Kelly Porter are planning a meeting and will notify the residents, probably after the bids come in. Mrs. Favede said this is an example of what she thinks government should be. The board is doing their part, but there are engaged residents working together and assisting.

**BREAK**

**11:00 Belmont County Economic Development Strategic Plan Rollout**

Ben Kenny of WSOS Community Action Commission, the developers of the plan, was in attendance to present the plan. He thanked the cross-section of various local people who participated in the creation of the plan, including the members of the Belmont Co. Planning Commission and the Board of Commissioners, who spearheaded this effort. Ben gave an overview of the plan and its contents, the vision statement, and the series of goals to achieve that vision. The plan contains a summary of demographic information which includes 2010 U.S. Census information and a county profile. Chapter 3 talks about assets and competitive advantages of the county such as access to the river, rail and roads. One of the biggest assets is the underground coal and natural gas. The health care systems and educational opportunities from K thru college are a great advantage. He said Belmont County already has economic development infrastructure in place with the CIC/DOD and the Port Authority. The rest of the plan outlines 10 goals broken down into action steps.

Mrs. Favede thanked those in attendance from various municipalities, townships, businesses, and organizations who had a part in the creation of the document. She further noted what has become the mantra of Belmont County is “working together.” Sue Douglass of the CIC/DOD said she was excited to be here for the launch as her department does work together with the county and within this plan. She is anxious to study and read through this and see how they can further contribute.

Larry Merry stated it takes a whole community to do economic development. He praised the board for hiring an outside company in order to obtain an unbiased opinion and a fresh perspective in determining what the county has and what is needed.

**IN THE MATTER OF ADOPTING THE BELMONT CO. ECONOMIC DEVELOPMENT STRATEGY**

Motion made by Mr. Coffland, seconded by Mr. Probst to adopt the Belmont County Economic Development Strategy as developed by the Ohio Rural Community Assistance Program based at WSOS Community Action Commission, Inc., in Fremont, Ohio.

Upon roll call the vote was as follows:

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

**DISCUSSION CONTINUED RE: ECONOMIC DEVELOPMENT STRATEGIC PLAN** – Mr. Coffland stated it was decided three years ago to change the direction of Belmont County and bring in new business. This plan is part of “properly selling Belmont County.” It brings community leaders and businesses together. Mr. Probst advised that this board feels it’s their duty to create jobs and grow jobs in our county. Mrs. Favede said this binds us all together in a common effort.

Praise was given the board for the plan by various individuals including Real Estate Agent Mike Sulek, Martins Ferry Mayor Phil Wallace, Jack Cera of the Planning Commission, and Auditor Andy Satak.

Mrs. Favede announced a partnership with Ohio State University Extension and the Planning Commission to provide a Belmont County Leadership Academy. Jane Keyser, County Director and Extension Education, presented this plan along with Michelle Fehr and Steve Schumacher. The academy will empower individuals and inspire them to further develop the strengths of the county. The curriculum includes

8 day long workshops that will be held monthly from November 2011 – June 2012. The workshops will be held in the Belmont County Annex III. Class size will be limited to 25 participants at a cost of \$100.00 per person.

Jeannette Wierzbicki of OMEGA was present in support of the strategic plan and announced that OMEGA will hold a seminar on November 16 giving an overview of Funding Opportunities available to communities for basic infrastructure.

Fiscal Manager Cindi Henry read a congratulatory letter from Larry Long, Executive Director of CCAO.

**BREAK  
RECONVENED AT 2:05 P.M.**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 2:05 P.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter executive session with members of the 911 Board of Directors pursuant to ORC 121.22(G)(1) Personnel Exception to consider complaints against a public employee.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	NO

*Note: Commissioner Probst stepped out of executive session at 2:17 p.m. and returned at 2:25 p.m.*

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 3:55 P.M.**

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

Upon roll call the vote was as follows:

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

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

The Board of Commissioners, 911 Board President, Vice-President and Secretary will meet with Director Robyn Marshall and Human Resource Director Mike Kinter are to meet Monday at 2:00 to go over policy.

**RECONVENED, MONDAY, OCTOBER 24, 2011, AT 2:00 P.M.  
ALL COMMISSIONERS PRESENT ALONG WITH FISCAL MANAGER CINDI HENRY**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter executive session with Robyn Marshall, 911 Director; members of the 911 Board of Directors Ed Gorence and Tim Zdanski; and Mike Kinter, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider complaints against a public employee.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	NO

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION**

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.**

**IN THE MATTER OF ADOPTING RESOLUTION TO  
TERMINATE THE INACTIVE H30 PARK HEALTH FUND  
AND TO TRANSFER REMAINING BALANCE TO  
THE GENERAL FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution to terminate the inactive H30 Park Health fund and to transfer its remaining balance to the Belmont County General Fund.

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 19th day of October, 2011.

Commissioner Favede moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it has been presented by the Belmont County Auditor that Fund H30, Park Health account, was accumulated from the sale of the Park Health County Home in 2009; and

**WHEREAS**, this Fund has been inactive and unused since 2010; and

**WHEREAS**, all debt for Park Health County Home has been made whole; and

**WHEREAS**, this Fund has no activity and the undertaking for which it existed has ceased.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners, Belmont County, Ohio formally requests that this Fund be terminated with its remaining balance being transferred to the General Fund of Belmont County.

Commissioner Coffland seconded the motion and upon roll call the foregoing was unanimously adopted this 19th day of October, 2011.

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/  
Matt Coffland – President

Charles R. Probst, Jr. /s/  
Charles R. Probst, Jr. – Vice President

Ginny Favede /s/

Ginny Favede

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING  
THE BOARD PRESIDENT TO SIGN THE RLF GRANT/LOAN  
REVIEW REPORT FORM FOR CHIRON PARTNERS LLC/CID/DOD**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and authorize the President of the Board to sign the RLF Grant/Loan Review Report Form for Chiron Partners LLC as prepared by Sue Douglass, Executive Director, Belmont County CIC/DOD.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION  
AUTHORIZING THE UTILIZATION OF PUBLIC FUNDS  
FOR MEETINGS AND TRAINING EXERCISES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the following Resolution:

**WHEREAS**, pursuant the Belmont County Personnel Policy Manual Section 4.3 "Training Expenses"; and

**WHEREAS**, in accordance with the Auditor of State of Ohio Bulletin 2004-002 and 2003-005 "Expenditure of Public Funds for a Proper Public Purpose", the Board of Belmont County Commissioners has the authority to establish the categories of future expenditures for amenities; and

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Commissioners, Belmont County, Ohio do hereby authorize the utilization of public funds for meetings and training exercises for the following events:

*The reasonable use of public funds for coffee, refreshments and meals for, but not limited to, public meetings and training.*

- Records Retention / Historical Seminars
- Planning Commission / Strategic Plan
- Development / Community Involvement Meetings
- Audit Committee Meetings
- Agency Specific Training
- Labor Relation Activities
- Belmont County Inter-Agency Planning Sessions
- Worker's Compensation Meetings
- Insurance Committee Meetings

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF  
A VARIABLE WIDTH ROAD IN  
DINSMORE'S THIRD ADDITION  
UNION TOWNSHIP, SEC. 6, T-8, R-5/RD IMP 1111**

Office of County Commissioners  
Belmont County, Ohio

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 19th day of October, 20 11, at the office of the Commissioners with the following members present:

- Mrs. Favede
- Mr. Probst
- Mr. Coffland

Mr. Probst moved the adoption of the following Resolution:

**RESOLUTION – ORDER TO CLOSE ROAD**  
Sec. 5563.01 R.C.

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 road be vacated, as ordered heretofore, made on journal of the date of October 5, 2011, and a copy of this resolution be forwarded to the Union Township Trustees.

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

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

Adopted the 19th day of October, 2011.

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



October 19, 2011

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 3:15 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 3:15 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 26th day of October, 2011.

\_\_\_\_\_

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

\_\_\_\_\_

We, Matt Coffland 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