

St. Clairsville, Ohio

September 2, 2009

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst, Jr., Matt Coffland and Ginny Favede, 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. Probst, 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-H.E. Neumann Co.	New Chiller-Park Health/General, Co. Home, and Capital Improv. Fund	46,924.23
A-John P. Morgan	Reimburse expenses-Coroner/General Fund	62.33
A-Licking Co. Coroner's Office	Autopsies/General Fund	5,970.00
A-Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	736.00
A-Randall Alderman	Bailiff-Common Pleas/General Fund	400.00
C-Michelle G. Miller	Attorney Fees/Indigent Guardianship Fund	300.00
K-Lash Paving, Inc.	Proj. 09-2 Applying Liquid Bituminous Material/Engineer MVGT	2,850.00
M-Deb Shops	Clothing/Placement II-Juvenile Court Fund	150.00
N-Ohio-WV Excavating	Proj. 09-3 Bridge Replacement/Bridge & Retaining Wall Construction	59,985.00
O-Ohio Dept. of Development	September payment/Fox Commerce Park/St Oh Loan Repay	3,293.91
S-AT&T	Reimb. for March & April/Clerk of Courts Computer Fund	620.30
S-Comcast	Internet/Northern Div. Ct. Computer Fund	74.90
S-Embassy Suites	Conference/Northern Ct. Gen. Special Projects	420.00
S-National City	Activities/District Detention Home Fund	327.33
S-OAMCCC	Fall Conference/Northern. Ct. Gen. Special Projects	200.00
W-Delinquent Collectors of Ohio, Inc.	Contract Services/DRETAC Treasurer's Office	1,974.86
Y-Health Plan of the Upper Ohio Valley	September premium/Employer's Share Holding Account	141,053.09
Y-Health Plan PPO	September premium/Employer's Share Holding Account	201,985.36

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for September 2, 2009 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$298.19; \$14,200.14; \$2,669.89
A-GENERAL/AUDITOR	\$8,286.26
A-GENERAL/EMA	\$1,592.80
H-County Home, Park Health	\$57,516.10
H-Job & Family, Public Assistance	\$42,795.30
H-Job & Family, WIA	\$236,041.81; \$1,000.00; \$3,014.80
K-Engineer MVGT	\$270.20; \$22,670.83
M-Juvenile Ct. – Title IV-E Reimb.	\$109.24
S-District Detention Home	\$5,795.94
S-Job & Family, Children Services	\$3,998.71
S-Oakview Juvenile Residential Center	\$5,910.93

Upon roll call the vote was as follows:

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

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

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

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0051-A001-A50.000 Budget Stab	E-0251-A007-A003.000 Fairboard	\$1,000.00

(Monies necessary to purchase used truck)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR**  
**THE GENERAL FUND/BOARD OF ELECTIONS**

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

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0181-A003-A06.011 Contract Services	E-0181-A003-A12.007 Unemployment	77.40

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER  
WITHIN PARK HEALTH FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfer within Park Health Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2150-H030-H06.000 Contract Services	E-2150-H030-H12.005 Medicare	\$15.04

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0910-S033-S39.000 Food Service Expenses	E-0910-S033-S33.002 Salaries	6,000.00
E-0910-S033-S65.011 Contract Services/GS	E-0910-S033-S33.002 Salaries	3,100.00
E-0910-S033-S70.000 Contingency Fund/GS	E-0910-S033-S33.002 Salaries	500.00
E-0910-S033-S44.003 OPERS/STRS	E-0910-S033-S33.002 Salaries	4,520.71

Upon roll call the vote was as follows:

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

**IN THE MATTER TRANSFER BETWEEN THE  
GENERAL FUND AND THE JAIL CONSTRUCTION  
BOND RETIREMENT O30 FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfer from the General Fund into the Jail Construction Bond Retirement Fund O30.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Trans Out	R-9212-O030-O08.574 Trans In	\$450,819.38

Upon roll call the vote was as follows:

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

**IN THE MATTER TRANSFER BETWEEN THE  
GENERAL FUND AND THE SATELLITE BUILDING  
BOND RETIREMENT O31 FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfer from the General Fund into the Satellite Building Bond Retirement Fund O31.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Trans Out	R-9212-O031-O20.574 Trans In	\$35,889.49

Upon roll call the vote was as follows:

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

**IN THE MATTER TRANSFER BETWEEN THE  
GENERAL FUND AND THE EASTERN DIVISION COURT  
BOND RETIREMENT O37 FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfer from the General Fund into the Eastern Division Court Bond Retirement Fund O37.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Trans Out	R-9216-O037-O01.574 Trans In	\$62,347.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN THE  
COMMON PLEAS GENERAL SPECIAL PROJECTS FUND  
AND COMMON PLEAS ALCOHOL MONITORING FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between the Common Pleas General Special Projects Fund and Common Pleas Alcohol Monitoring Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1572-S089-S10.074 Transfer Out	R-1543-S053-S04.574 Transfers In	\$ 3,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/  
ENGINEER FEMA FLOOD 2004 FUND & ENGINEER MVGT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between funds from the Engineer FEMA FLOOD 2004 Fund and Engineer MVGT Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9708-T069-T02.000 Engineer Dept. Reimb.	R-2810-K000-K18.574 Transfers In	\$ 137,994.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 2, 2009.

E-0063-A002-B30.000 Other Expenses \$ 3,060.94

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE SHERIFF'S DEPARTMENT VARIOUS FUNDS**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 2, 2009.

**General**

E-0131-A006-A09.000	Medical	450.00
E-0131-A006-A21.000	Sheriff's Towing	255.00
E-0131-A006-A23.000	Background	972.00
E-0131-A006-A24.000	E-SORN	150.00
E-0131-A006-A29.000	Mounted	0.00
E-0131-A000-A30.000	Lifesaver	130.00

**Enforcement Education**

E-1652-B016-B02.000	Education Expenses	0.00
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**Commissary Fund**

E-5100-S000-S01.010	Supplies	3,424.95
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**Concealed Handgun License**

E-5101-S001-S06.000	License Issuance	1,674.00
E-5101-S001-S07.012	Equipment	797.00

**Sheriff Reserve Account**

E-9710-U010-U06.000	Other Expenses	173.35
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Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 26, 2009.

E-0257-A015-A15.074 Trans Out \$549,056.37

(Monies from the dissolved N38 for General Fund Bond and Interest Payments)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE ENGINEER'S ROAD AND BRIDGES FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 2, 2009.

E-1655-D000-D05.013 Contract Projects \$ 500,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE ENGINEER'S MVGT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 2, 2009.

E-2812-K000-K11.002 Salaries Laborers \$ 137,994.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE JUVENILE COURT ALTERNATIVE SCHOOL FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 2, 2009.

FUND	AMOUNT
E-0400-M067-M01.002	
Salaries	5,633.12
E-0400-M067-M02.003	
PERS	2,125.38
E-0400-M067-M04.005	
Medicare	366.88
E-0400-M067-M05.008	
Insurances	3,874.62
<b>Total Appropriations</b>	<b>\$12,000.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE GENERAL FUND**

Motion made by Ms. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 26, 2009.

E-0131-A006-A15.007 Unemployment Sheriff	\$ 9,620.04
E-0131-A006-A03.002 Salaries Jail	\$33,917.37
E-0131-A006-A04.002 Salaries Road Deputies	\$32,334.33
(Monies taken from dissolved N38 to cover salary line items for Sheriff)	
<b>Total</b>	<b>\$75,871.74</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE S017 CHILDREN SERVICES FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 2, 2009.

<b>BELMONT COUNTY CHILDREN SERVICES</b>		
E-2765-S017-S31.000	Other Expenses	\$ 60,330.18
E-2765-S017-S31.000	Other Expenses	<u>\$ 10,152.97</u>
	<b>TOTAL</b>	<b>\$ 70,483.15</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR DISTRICT DETENTION HOME S033 FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 2, 2009.

<b>DISTRICT DETENTION HOME</b>		
E-0910-S033-S33.002	Salaries	\$ 17,317.78

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE S053 COMMON PLEAS ALCOHOL MONITORING FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 2, 2009.

E-1543-S053-S05.000	Other Expenses	\$ 3,000.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE S89 COMMON PLEAS COURT GENERAL  
SPECIAL PROJECTS FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 2, 2009.

<b>S89 COMMON PLEAS COURT GENERAL SPECIAL PROJECTS</b>		
E-1572-S089-S10.074	Transfers Out	3,000.00
E-1572-S089-S01.000	Other Expenses	3,500.00
E-1572-S089-S06.002	Salaries	600.00
E-1572-S089-S07.003	PERS	50.00
E-1572-S089-S08.004	Workers Comp	<u>50.00</u>
	<b>TOTAL</b>	<b>\$ 7,200.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE BELMONT CO. COMMISSIONERS CDBG FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 2, 2009.

<b>BELMONT CO. COMMISSIONERS CDBG FUND</b>		
E-9702-T011-T03.000	CDBG Escrow Account "CHIP"	\$ 4,500.00
Draw Number 397 – Grant #B-C-07-007-1		

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE ENGINEER'S FEMA FLOOD 2004 FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 2, 2009.

E-9708-T069-T02.000 Engineer Dept. Reimbursement \$ 137,994.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated September 2, 2009, 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 GRANTING PERMISSION  
FOR COUNTY EMPLOYEES TO TRAVEL**

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

**AUDITOR** – Debbie Meloy, Sheila Turner and Mary Ann Domyan to travel to Guernsey Co., Ohio, on October 6, 2009, to attend meeting on Harris' Open Window Financial 2009 Workshop. A county car will be used. Estimated expenses: \$400.00

**BCDJFS** – Dwayne Pielech to travel to Dublin, OH, on Sept. 9-10, 2009, to attend PCSAO Workshop. Estimated expenses: \$397.00

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – In response to a question from Mr. Ed Jagucki, a brief discussion was held again explaining to Mr. Ed Jagucki the ongoing process involved in trying to secure funding for the Neffs Sewerage Project. The board continues to try to find monies for this project including EPA and USDA, and OMEGA grants.

Mike Bianconi presents a sheet showing the piggy back and permissive sales tax figures which he obtained from the Engineer's Office and the Commissioners' Office. He advised of his concern on the July 2008 sheets, stating there was a difference of \$10 million on what was spent and what was taken in. He stated he is not looking for any answers today, but thought of a way to address this concern. Mr. Bianconi took figures from 2002 wherein he states it shows the board gave Mr. Bennett \$250,000, but Mr. Bennett shows \$520,000. Mr. Probst explained there is a resolution to give \$250,000 every year from the monies that are rolled over. On top of that, out of the infrastructure account he is given another \$250,000. In the past, when the sales tax was up, Mr. Bennett was given \$250,000 from the General Fund and not the Infrastructure Fund. Mr. Bianconi felt the figures didn't "jive". Mr. Probst further explained that Mr. Bianconi was comparing infrastructure and sales tax monies, not General Fund. He needed to add General Fund monies too. Mr. Coffland stated this was addressed yesterday and Deputy Auditor Andy Sutak is getting a breakdown. Those figures have not been received yet. Mr. Bianconi suggested contacting a water and sewer engineering firm and have them prepare a print out showing a breakdown on what was spent on water and sewer projects. Mr. Probst stated he felt the board has already given that information to Mr. Bianconi. Fiscal Manager Cindi Henry stated our figures were obtained from the Auditor's Office. They are tracked in the Commissioners Office, but cannot be reconciled as the books are in the Auditor's Office. Mr. Bianconi would also like to know the Engineering cost for water and sewer since 2000. Mr. Probst asked Mr. Bianconi, in order to be clear, what was the purpose of his question. Mr. Bianconi answered he wants to know where the money was spent. Mr. Probst stated that in past projects, David Grum had given that information to the board. Mr. Coffland again stated that Deputy Auditor Andy Sutak is working on a breakdown of infrastructure monies.

Mr. Jagucki asked what the plan was for the meeting at the fair. Mr. Probst advised it was just a Town Hall meeting. The Agricultural Extension Office will put on a program. No motions will be done. It is a chance for the residents to speak. Mrs. Favede stated the general discussions will primarily be about the Fair and probably the move next year to the new fairgrounds.

**IN THE MATTER OF DISCUSSION HELD  
RE: COMMUNITY BASED WATER QUALITY TRADING/  
BELMONT COUNTY SOIL & WATER CONSERVATION DISTRICT**

Bev Riddle spoke of a recent trip to attend a meeting in Wooster, Ohio, regarding a project in Holmes County involving the Alpine Cheese Company, who were found to be a key generator of excess nutrients found in the Sugar Creek Watershed. She said their out put of phosphorus and nitrogen exceeded the Total Maximum Daily Load (TMDL). Negotiations were held with Alpine Cheese, their local Soil and Water Conservation District and Ohio Agricultural Research and Development Center (OARDC). The cost to put in a program to take care of Alpine's wastewater was going to be over \$1 million. A partnership was established between water quality credit purchasers, sellers such as farmers, and government agencies. Programs were put into place and they were able to eliminate certain amounts of phosphorus in the system. In turn, Alpine received credits for this. This brought them into compliance. They then ended up paying \$250,000 instead of \$1 million. Bev distributed handouts detailing information of this new program and how credits can be divided and used. She asked the board what they thought of this program and if they wanted to be involved. Bev stated Belmont County Soil and Water wants to form a board of five (5) wastewater treatment plants (2 in Belmont County) who would be eligible for a mitigation project. Bev stated this would be an ideal opportunity bring in some monies to keep the Belmont County Soil and Water Conservation office afloat as they are funded through the county and state matched. She noted this project would need the approval of the Commissioners. Mr. Coffland said he and Bev recently looked at the Wegee and Captina Creek mitigation area concerning the bank soil erosion problem. Mr. Coffland advised if we don't do preventative maintenance on creek banks, we will never solve the flooding problem. Mr. Probst asked if Soil and Water worked with wastewater treatment plants and if they require an engineer on their part. Bev advised right now they are only working with wastewater treatment plants and are simply trading nitrogen and phosphorus units to the company that needs it, and the EPA is involved. Bev concluded by explaining allowable levels of phosphorus and nitrogen.

**11:15 Fred Bennett, County Engineer Re: Appointment of Commissioners' representative to OPWC County Committee**

Mr. Bennett explained the rating system for projects. He explained there is a committee of five (5) people, comprised of one (1) of each of the following: Commissioners' representative, trustee, mayor, engineer and an at-large appointment. He is here today as it is time for the commissioners to appoint a representative to that committee. He noted both Mr. Probst and Mr. Coffland are experienced members of the committee. Commissioner Coffland noted the OPWC program has been a godsend to the villages, townships and county.

**IN THE MATTER OF RESOLUTION DESIGNATING REPRESENTATIVE OF BOARD OF COMMISSIONERS ON THE COUNTY SUB-COMMITTEE FOR ISSUE II, ROUND 24 PROJECTS/ENGINEER'S**

**RESOLUTION**

Resolution authorizing Commissioner Probst to represent the Belmont County Board of Commissioners on the County Sub-Committee for Issue II, Round 24, Projects.

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

Upon roll call the vote was as follows:

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

**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 meeting of: August 19 and 26, 2009

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT FOR DAVID M. USENICK DBA HOMETOWN MARKET, RICHLAND TOWNSHIP**

Motion made by Mrs. Favede, seconded by Mr. Probst to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a new C1 liquor permit, Permit No. 9176524, for David M. Usenick, DBA Hometown Market, 50069 1<sup>st</sup> St., P.O. Box 2, Richland Township, Glencoe, Ohio 43928. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID AND ENTERING CONTRACT WITH OHIO-WEST VIRGINIA EXCAVATING CO./ MT. VICTORY ROAD WATERLINE EXTENSION PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Probst to award the bid and enter into contract with the low bidder, Ohio-West Virginia Excavating Company, for the Mt. Victory Road Waterline Extension Project-Base Bid, Alternate 'A' and Alternate 'B', in the amount of \$1,463,479.30, based upon the recommendation of Hammontree & Associates, Project Engineer and Mark Esposito, Director, Belmont County Sanitary Sewer District.

**NOTICE OF AWARD**

Dated 9/2/09

TO: Ohio West Virginia Excavating Company  
 (BIDDER)

ADDRESS: P.O. Box 128, Powhatan Point, OH 43942;  
56461 Ferry Landing Rd., Shadyside, OH 43947

Contract: 2009-1

Project: Mt. Victory Road Waterline Extension

OWNER's Contract No. 2009-1

You are hereby notified that your Bid dated July 15, 2009 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the Mt. Victory Road Waterline Extension, Base Bid, Alternate 'A' & Alternate 'B'

(Indicated total Work, alternatives or sections or Work awarded)

The Contract Price of your Contract is One million, Four hundred sixty three thousand, Four hundred seventy nine dollars and thirty cents Dollars (\$ 1,463,479.30).

Two (2) copies of each of the proposed Contract Documents (except drawings and specifications) accompany this Notice of Award. Three (3) sets of the drawings and specifications will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by September 17, 2009.

1. Deliver to the OWNER one (1) fully executed counterparts of the Contract Documents. [each of the Contract Documents must bear your signature].
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20), and General Conditions paragraph 5.01.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

BY: BELMONT COUNTY COMMISSIONERS  
 (OWNER)  
Charles R. Probst, Jr. /s/  
 (AUTHORIZED SIGNATURE)  
 President  
 (TITLE)  
9/2/09  
 (DATE)

ACCEPTED BY: OHIO WEST VIRGINIA EXCAVATING CO.  
 (CONTRACTOR)  
W. Roger Lewis /s/  
 (AUTHORIZED SIGNATURE)  
 President  
 (TITLE)  
9/3/09  
 (DATE)

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

**THIS AGREEMENT** is dated as of the 2nd day of Sept. in the year **2009**, by and between the Belmont County Commissioners (hereinafter called OWNER and Ohio West Virginia Excavating Company

(hereinafter called Contractor).

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

**ARTICLE 1 – WORK**

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

**Mt. Victory Road Waterline Extension – Contract 2009-1**

**ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Belmont County Sanitary Sewer District**

**Mt. Victory Road Waterline Extension**

**ARTICLE 3 – ENGINEER**

3.01 The project has been designed by  
HAMMONTREE & ASSOCIATES, LIMITED  
5233 STONEHAM ROAD  
NORTH CANTON, OHIO 44720  
330-499-8817

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

**ARTICLE 4 – CONTRACT TIME**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 270 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for the final payment in accordance with paragraph 14.07 of the General Conditions within 300 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in legal arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **one-thousand dollars (\$1,000)** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially completed. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **one-thousand dollars (\$1,000)** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 – CONTRACT PRICE**

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

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

TOTAL OF ALL UNIT PRICES:

**One million, Four hundred sixty three thousand, Four hundred seventy nine dollars and thirty cents**

**(\$ 1,463,479.30)**

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

6.01 *Submittal and Processing of Payments*

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided by the General Conditions.

6.02 *Progress Payments: Retainage*

A. OWNER shall make progress payments on account of the Central Price on the basis of CONTRACTOR's Applications for Payment as recommended by Engineer, as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values established in paragraph 14.01 of the General Conditions:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

a) Prior to 50% Completion, progress payments will be in an amount equal to 92% of the work completed, and 100% of the materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

b) Upon 50% Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 96% of the Contract price, less such amounts as ENGINEER shall determine in accordance with 14.02.B.5 of the General Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

**ARTICLE 7 – INTEREST**

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

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

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

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequenced, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:
  - 1. This Agreement (pages   1   to   7  , inclusive);
  - 2. Performance Bond;
  - 3. Payment Bond;
  - 4. Bid Guaranty Bond
  - 5. General Conditions (pages   1   to  40  inclusive);
  - 6. Supplementary Conditions;
  - 7. Specifications as listed in the table of contents of the Project Manual;
  - 8. Drawings consisting of a cover sheet and sheets numbered 1 through 22, A1-A3 and B1-B2; inclusive, with each sheet bearing the following general title: Mt. Victory Road Waterline Extension Project;
  - 9. Addenda (numbers   1   to   2   inclusive);
  - 10. Exhibits to this Agreement (enumerated as follows):
    - a. Notice of Award;
    - b. Notice to Proceed;
    - c. CONTRACTOR’s Bid (pages   1   to  13  inclusive);
    - d. Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);
  - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Written Amendments;
    - b. Work Change Directives;
    - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

- A. Terms used in this Agreement, which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

OWNER:  
Charles R. Probst, Jr. /s/  
 By President  
 [Corporate Seal]  
 Attest Jayne Long /s/  
 Address for giving notice  
101 W. Main St.  
St. Clairsville, OH 43959

CONTRACTOR:  
Ohio-West Virginia Excavating Co.  
 By W. Roger Levi /s/  
 [Corporate Seal]  
 Attest Kevin L. Winkler /s/  
 Address for giving notice  
P.O. Box 128  
Powhatan Point, OH 43942

(If OWNER is a corporation, attach evidence of Authority to sign. If Owner is a public body, Attach evidence of authority to sign and resolution Or other documents authorizing execution of

License No. \_\_\_\_\_  
(Where Applicable)  
Agent for service of process: \_\_\_\_\_



OWNER-CONTRACTOR Agreement.)

Designated Representative  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

\_\_\_\_\_  
If CONTRACTOR is a corporation or a  
Partnership, attach evidence of authority  
To sign.  
Designated Representative  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

APPROVED AS TO FORM:  
David K. Liberati /s/  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**DISCUSSION HELD RE: MT. VICTORY WATERLINE** – Mrs. Favede stated, “Belmont County obviously has economic development issues that are a focus of this board. But I think I speak on behalf of my colleagues when I say that it is never far from our minds how important quality of life issues are for the people of Belmont County. “ “You do have a commitment from us, and we work every day to improve the quality of life for the people in Mt. Victory and the people in Neffs.” Mr. Probst said, “We were fortunate to receive stimulus dollars for some of this project. This board worked very hard, as did previous boards.” Mr. Probst explained that he felt the trips to Washington, DC, to have face-to-face meetings with our legislatures, helped our county receive the stimulus monies.

**IN THE MATTER OF ENTERING PROJECT GRANT/LOAN  
AGREEMENT WITH THE STATE OF OHIO, OHIO PUBLIC  
WORKS COMMISSION ON BEHALF OF ENGINEER FOR  
PROJECT BEL-CH54 (PIPE CREEK) AND CH 4 (WILLOW GROVE)  
EMERGENCY REPAIR PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into the Project Grant/Loan Agreement with the State of Ohio, Ohio Public Works Commission, on behalf of the Belmont County Engineer, for project BEL-CH 54 (Pipe Creek) and CH 4 (Willow Grove) Emergency Repair Project in the amount of \$300,000.00; Project number CU20M/CU21M.

Funding source:	OPWC Grant	\$225,000
	OPWC Loan	75,000 (zero percent interest loan)
	MVGT	<u>40,000</u>
	Eng. Est.	\$340,000

*Note: For the repair of 2 roadway embankment failures on Pipe Creek and 1 on Willow Grove Road due to heavy rainfall on June 17, 2009.*

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM (CONTINUED)** - Richard Hord asked if it was ethical to request more money for a project than needed considering in most cases a lesser amount is received. Mr. Probst stated that discussion has been had, but noted the process is very competitive and the less money asked for the better the chances are at getting the exact amount requested.

Mr. Hord asked if additional Infrastructure Fund money will have to be used before the end of the year. The moving of monies from the Infrastructure Fund to the General Fund was explained to Mr. Hord. After this years’ bills are paid from this transfer to the General Fund, the balance will be put into a new Infrastructure Fund that will be properly set up. Mr. Coffland advised that if things do not improve in the county and cuts are not made, it will be necessary to use this fund again. He stated the need to increase sales tax receipts and to cut costs. Mrs. Favede wanted to make clear that the reason this money was moved to the General Fund was because the State Auditor advised that the original Infrastructure Fund was not properly set up. She explained the fund had to be dissolved, the money moved into the General Fund, remove the amount needed from the General Fund to pay current bills, and set up a new Infrastructure Fund in the proper manner.

Mr. Hord asked if the Belmont County Sheriff would be pursuing grants such as Harrison County has. Mr. Probst answered “yes.” One such grant application will be submitted soon.

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:34 A.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn the meeting at 11:34 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 9th day of September, 2009.

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

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

\_\_\_\_\_ PRESIDENT  
 \_\_\_\_\_ CLERK