

St. Clairsville, Ohio

September 23, 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-A-1 Service Center, Inc.	Van repairs-Coroner/General Fund	284.96
A-Belmont Co. Dept. of Development	3 rd & 4 th Quarter Allocations/General Fund	50,000.00
A-BP	Gasoline-Coroner/General Fund	172.34
A-Wheeling Office Supply	Supplies-Prosecutor/General Fund	568.53
B-Crossroads Counseling	Court ordered counseling-Eastern Ct./Indigent Drivers Alcohol Fund	134.40
M-American Express	Travel/Juvenile Ct.-Title IV-E Reimb. Fund	802.99
M-Belmont Co. DHS Children Services	Reimbursement/Placement Services-Juvenile Court	2,764.11
M-Digital Data Communications	Computer/Care and Custody-Juvenile Court Fund	6,760.38
M-North Point	Placement counseling/Care & Custody-Juvenile Court	4,602.00
N-Ohio-WV Excavating Co.	Engineer Project 09-8 Bridge & Retaining Wall Construction Improv.	8,605.08
N-Staley Communications	Lightning repair to towers/911 Radio Tower Const. Fund	5,934.36
N-Tri-Son Concrete	Concrete/Bridge & Retaining Wall Construction Improv. Fund	3,963.25
P-Central Painting & Sandblasting	Contract Projects/WWS#3 Revenue Fund	60,232.86
P-Eastern Ohio Regional Wastewater Authority	Sewage Disposal/SSD#2 Revenue Fund	156.90
P-First Choice Armor & Equip.	Tactical Entry Vest (S.O.)/EMA/State Homeland Security Grant	21,528.00
P-Jo Stiles	Reimburse travel expenses/BCSSD Funds	45.00
P-Ohio Rural Water Association	Membership Fees/BCSSD Funds	800.00
S-AT&T	Service-Aug. thru Sept./Certificate of Title Admn. Fund	61.67
S-Comcast	Utilities/Juvenile Ct.-Gen. Special Projects Fund	59.00
S-Courtview	Service-Nov. thru Dec./Clerk of Courts Computer Fund	2,412.00
S-Donna Cottage	Mileage & Parking/Northern Ct. Gen. Special Projects Fund	133.50
S-Henschen & Associates	Laptop/Western Div. Ct. Computer Fund	2,479.00
S-Matthew Bender & Co.	Law Books/Eastern Ct. Gen. Special Projects Fund	121.46
S-Micro Maid Office System	Supplies/Clerk of Courts Computer Fund	111.75
S-Technology Services Group	New Server/Northern Div. Ct. Computer Fund	3,800.00
W-Reliable Office Supply	Supplies/Prosecutor Victim Program Fund	364.35
Y-Belmont Co. Drug Task Force	Task Force Monies	5,038.14

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 23, 2009, as follow:

FUND	AMOUNT
A-GENERAL	\$26,008.42; \$271.27
A-GENERAL/AUDITOR	\$193.50
A-GENERAL/CHEST CLINIC	\$606.32
A-GENERAL/EMA	\$610.25
A-GENERAL/MAGISTRATE	\$525.02
A-GENERAL/911	\$3,127.85
B-Dog and Kennel	\$284.46
E-911	\$12,939.37
H-County Home, Park Health	\$75.56
H-Job & Family, Public Assistance	\$650.24; \$2,511.46; \$7,645.66
K-Engineer MVGT	\$39,062.87; \$1,484.93
M-Juvenile Ct. - Placement II	\$3,013.30
P-Oakview Admin. Bldg.	\$1,124.87
P-Sanitary Sewer District	\$19,236.41; \$3,296.44; \$1,053.70; \$2,684.06; \$5,122.54
S-District Detention Home	\$13,074.10
S-Oakview Residential Center	\$5,883.84
S-Western Ct. Gen. Special Projects	\$667.00
T-Sanitary Sewer District	\$381.51

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS WITHIN
THE BELMONT COUNTY GENERAL FUND

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

FROM	TO	AMOUNT
E-0051-A001-A008.000 Travel Expenses	E-0051-A001-A14.012 Equipment (Xerox leases)	\$ 5,000.00
E-0051-A001-A008.000 Travel Expenses	E-0064-A002-A06.000 Transcripts	\$ 300.00
E-0051-A001-A008.000 Travel Expenses	E-0256-A014-A01.000 Corsa, Insurance	\$ 100.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND/911

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

FROM	TO	AMOUNT
E-0056-A006-E01.002 Salaries-Employees	E-0056-A006-E12.007 Unemployment	\$ 104.00

Note: To cover Unemployment costs for July.

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 CAPITAL PROJECTS/ EORIP N35 FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer from the Belmont County General Fund into the Capital Projects/East Ohio Regional Industrial Park Fund.

FROM	TO	AMOUNT
E-0257-A015-A15.074 Trans Out (Monies from old N38 Infrastructure Fund for new capital project fund)	R-9035-N035-N06.574 Trans In	\$714,473.53

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Probst	No
Mr. Coffland	Yes

IN THE MATTER TRANSFER BETWEEN THE GENERAL FUND AND CAPITAL PROJECTS / EASTERN COURT N36 FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer from the Belmont County General Fund into the Capital Projects/ Eastern Court N36 Fund.

FROM	TO	AMOUNT
E-0257-A015-A15.074 Trans Out (Monies from old N38 Infrastructure Fund for new capital project fund)	R-9036-N036-N06.574 Trans In	\$125,000.00

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Probst	No
Mr. Coffland	Yes

IN THE MATTER TRANSFER BETWEEN THE GENERAL FUND AND CAPITAL PROJECTS/IS70 N37 FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer from the Belmont County General Fund into the Capital Projects/IS70 interchange Fund.

FROM	TO	AMOUNT
E-0257-A015-A15.074 Trans Out (Monies from old N38 Infrastructure Fund for new capital project fund)	R-9037-N037-N06.574 Trans In	\$1,200,000.00

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Probst	No
Mr. Coffland	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.

FROM	TO	AMOUNT
WWS #3	WWS #3	
E-3702-P005-P25.000 Purchased Water	E-3702-P005-P21.000 Materials	6,000.00
SSD #2	SSD #2	
E-3705-P053-P14.000 OE Employees	E-3705-P053-P07.011 Services	6,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/ HOLDING ACCOUNT CHARGEBACK FOR AUGUST 2009

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 August 2009.

Gross Wages P/E 08/01/09 to 08/29/09
GENERAL FUND

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	8,086.14
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	565.65
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,025.79
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,855.26
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	6,698.80
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	8,604.75
COMM-LAW LIBRARY	E-0053-A013-A02.003	R-9895-Y095-Y01.500	520.68
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	909.87
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,844.80
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	7,387.15
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	6,325.47
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,726.98

ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	2,147.90
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	2,411.13
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	10,646.67
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	8,008.40
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,878.85
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	5,244.82
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,375.28
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,207.41
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,751.00
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,671.62
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,979.39
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	84.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>625.32</u>
			99,583.13
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,116.11
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	6,943.08
Trailer Parks	E-2211-F069-F02.002	R-9895-Y095-Y01.500	
Sewage Program	E-2227-F074-F03.002	R-9895-Y095-Y01.500	
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	200.00
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	385.59
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	305.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
Women's Health	E-2217-F079-F01.002	R-9895-Y095-Y01.500	50.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	110.00
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	100.00
PARK HEALTH CENTER	E-2150-H030-H08.003	R-9895-Y095-Y01.500	10,630.71
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	4,085.10
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,903.44
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	18,377.23
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	8,355.77
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	2,224.11
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	462.00
Care and Custody-Restit.	E-0400-M060-M61.003	R-9895-Y095-Y01.500	462.97
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,221.23
Care and Custody-Drug Ct.	E-0400-M060-M72.003	R-9895-Y095-Y01.500	1,127.32
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,062.69
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,333.05
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	470.40
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	174.69
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,171.14
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	8,468.47
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	10,730.40
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	4,360.21
BOARD OF DEV. DISABIL	E-2410-S066-S76.003	R-9895-Y095-Y01.500	34,021.25
CORRECTIONS ACT GRT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	1,123.44
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	849.66
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,855.21
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	183.60
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	183.60
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	1,018.39
COMMON PL CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUVENILE CRT-GEN SPE	E-1589-S096-S09.000	R-9895-Y095-Y01.500	235.20
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	3,547.32
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	80.00
Welcome Home	E-2226-T079-T01.002	R-9895-Y095-Y01.500	
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	748.77
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	1,110.16
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	968.24
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	2,273.99
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	11,126.73
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	1,001.79
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,471.10
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	250.88
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	42.71
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	80,598.43

C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	<u>6,886.04</u>
		TOTAL	341,990.35

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND

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

E-0257-A015-A15.074 Transfer Out	\$2,039,473.53
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(Monies for three new Capital Projects Funds originally from dissolved N38 Fund)

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated September 23, 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:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

CLERK OF COURTS – Randy Marple and 2 deputy clerks to travel to Columbus, OH, on September 23, 2009, to attend the Ohio Clerk of Courts monthly meeting.

COMMISSIONERS – Jack Regis, Facilities Manager, and Mike Kinter, Human Resources Director, to travel to Newark, OH, on October 2, 2009 to attend the County Loss Control Coordinators Association Fall Meeting. Fee for Mike Kinter (non-member) will be \$25.00. A county vehicle will be used.

JUVENILE COURT – Dana Mistak, Truant Officer, to travel to Newark, OH, on October 8 and 9, 2009, to attend a training at Cherry Valley Lodge. A county vehicle will be used.

Jennifer Shunk to travel to Delaware, OH, on October 2, 2009, to attend the RECLAIM Ohio Quarterly Training. A county car will be used.

Tricia Hurt to travel to Columbus, OH, on October 23, 2009, to attend an ORCSD officers' meeting. A county car will be used.

Upon roll call the vote was as follows:

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

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

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

GENERAL FUND - \$185.00 paid into R-0050-A000-A42.500 Misc. Other on 9/16/09. *Note: This money represents donations to the Veterans Office in Memory of John Keller.*

FOX COMMERCE FUND - \$3,293.38. This represents monies received from General Fund into the Fox Commerce Fund to pay the October loan payment.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING AUDITOR JOSEPH A. PAPPANO TO ESTABLISH NEW FUNDS

Motion made by Mrs. Favede, seconded by Mr. Coffland authorizing Belmont County Auditor Joseph A. Pappano to establish new funds for the following:

- Capital Project Funds:
 - East Ohio Regional Industrial Park Water & Sewer Fund
 - Eastern Division Court New Construction Fund
 - Interstate 70/Mall Road Interchange Project Fund

- Grant Funds:
 - Industrial Site Improvement Fund
 - Roadwork Development Fund

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Mr. Jagucki asked for an update on the Neffs Sewerage Project. Mrs. Favede responded that there was no information on an award from the federal government, but locally she advised the quote from Green & Associates is in. She further noted that Kelly Porter, Project Manager, wants some verbage changed in that particular quote. John Rauch is coming from R-CAP and bringing someone from Rural Water to help write grant application to USDA. Mrs. Favede advised that the quote from R-CAP for the environmental study is \$7,500.00 and things are proceeding nicely.

Richard Hord asked for an update on the Mediterranean Building and renovations to the former jail and sheriff's residence. Larry Merry, Port Authority Director, said he has someone with a real interest in purchasing the Mediterranean Building. Mrs. Favade advised that the former jail renovation project is still on track and it is hoped that the building will be under renovation by year's end.

The board heard from residents on Echo Road who want tied in to the Mt. Victory Waterline Project. Mr. Coffland directed them to Kelly Porter, Project Manager, of the Sanitary Sewer District.

IN THE MATTER OF AWARDING BID AND ENTERING CONTRACT FOR THE HOLLOWAY FIRE DEPARTMENT FIRE EQUIPMENT PROJECT/CDBG FORMULA PROJECT

Motion made by Mrs. Favade, seconded by Mr. Probst to award the bid, enter into contract and issue the Notice to Proceed for the **Holloway Fire Department Fire Equipment Project, a 2008 CDBG Formula project**, to Finley Fire Equipment, 5255 N. State Route 60 NW, McConnellsville, OH, in the amount of \$14,041.22 based upon the recommendation of A.C. Wiethe, Assistant Director of Management Services, Belomar Regional Council.

NOTICE OF AWARD

To: Finley Fire Equipment
5255 N. State Route 60 NW
McConnellsville, Ohio 43756

PROJECT Description: Furnish, supply and deliver various fire equipment as per bid documents to the Holloway Fire Department.

The OWNER has considered the BID submitted by you on September 10, 2009 (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ 14,041.22.

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

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

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

Dated this 16th day of September, 2009.

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

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ on this ____ day of _____, 2009.

By: _____
Name and Title: _____

cc: CONTRACTOR'S Surety

CONTRACT

THIS AGREEMENT made this 16th day of September, 2009, by and between Finley Fire Equipment hereinafter called the "Contractor" and Belmont County Commissioners hereinafter called the "Owner".

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

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, Holloway Fire Department Fire Equipment Project², and required supplemental work for the project all in strict accordance with the Contract Documents including all addenda thereto, numbered N/A, dated _____, and N/A dated _____ all as prepared by Holloway Fire Department acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Fourteen Thousand Forty One and 22/100***** (Dollars) subject to additions and deductions as provided in Section 109 hereof.

¹Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio; a partnership consisting of _____; an individual trading as _____.

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

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

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

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

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

CONTRACTOR: Finley Fire Equipment

Signature

Typed/printed name

Title

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

Signature
Charles R. Probst, Jr.

Typed/printed name
President

Title

NOTICE TO PROCEED

To: Finley Fire Equipment
5255 N. State Route 60 NW
McConnelsville, Ohio 43756

PROJECT Description: Furnish, supply and deliver various fire equipment as per bid documents to the Holloway Fire Department.
You are hereby notified to commence WORK in accordance with the Agreement dated September 16, 2009, on or before September 26, 2009, and you are to complete the WORK within 45 consecutive calendar days thereafter. The date of completion of all WORK is therefore November 10, 2009.

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

ACCEPTANCE OF NOTICE

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

By: _____
Name: _____
Title: _____

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING CONTRACT FOR ADMINISTRATION SERVICES WITH BEL-O-MAR REGIONAL COUNCIL FOR PURPOSE OF GRANT ADMINISTRATION AND SERVICES FOR MONITORING OF HUD CDBG PROGRAM

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into a contract for administration services with Bel-O-Mar Regional Council for the purpose of grant administration and implementation services for the monitoring of the HUD CDBG Community Development Block Grant Program (B-F-09-007-1) from the U.S. Department of Housing and Urban Development.

Note: This agreement is in force and effect until February 28, 2011. Maximum allowable amount to be paid to Belomar is \$42,000.00.

CONTRACT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT, made this 23rd day of September, 2009, 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-09-007-1) 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-09-007-1).

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 four (4) years after the completion of said PROJECT.

IV.

Compensation

The COUNTY agrees to pay a sum not to exceed Forty Two Thousand and 00/100 Dollars (\$42,000.00) 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. Wieth	Hourly Rate	29.70
Rick Healy	Hourly Rate	23.34
Pam Douglas	Hourly Rate	32.85

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 2010 is .8780.

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 2010 is .8077.

V.

Term of Agreement

This Agreement shall be binding upon the parties and shall remain in force and effect until February 28, 2011. 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

ATTEST:
_____ ITS Executive Director

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING GRANT AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF DEVELOPMENT FOR THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into a grant agreement with the State of Ohio, Department of Development, for the Small Cities Community Development Block Grant (CDBG) Community Development Program, Grant Number B-F-09-007-1, in the amount of \$280,000.00 for the period beginning September 1, 2009 through February 28, 2011.

Note: This is the biennial agreement with the State for the CDBG Formula funds to be administered by Belomar.

**STATE OF OHIO
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
COMMUNITY HOUSING IMPROVEMENT PROGRAM
CFDA No. 14.228
GRANT AGREEMENT**

F.T.I. Number: 346000236

Grant Number: B-C-07-007-1

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter variously referred to as the "Grantor"), and **Belmont County**, located at **101 West Main Street, Courthouse, St. Clairsville, Ohio 43950**, (hereinafter variously referred to as the "Grantee"), for the period beginning **September 1, 2009** and ending **February 28, 2011** (the "Grant Period").

BACKGROUND INFORMATION

A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through the Grantor.

B. Grantor, through its Division of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

C. Grantee has submitted to the Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and the Grantor has approved the Projects.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

STATEMENT OF THE AGREEMENT

1. Award of Grant Funds. Grantor hereby grants funds to the Grantee in the amount of **Two Hundred Eighty Thousand Dollars and no cents (\$280,000)** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the **CDBG Community Development Program**, and shall undertake the Project(s) as listed in Attachment A, "Scope of Work", which is attached hereto and made a part hereof. The award of Grant Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to the Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Grant Funds. Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to HUD, as specified by the Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. Term. The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.

5. Payment of Grant Funds. Payment to the Grantee of the Grant Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.

6. Accounting of Grant Funds. Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of the Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment allocation requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

7. Reporting Requirements. Grantee shall submit to the Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

8. Grantee Requirements. Grantee shall comply with assurances and certifications contained in the Attachments D and E, which are attached hereto and made a part hereof.

9. Records, Access and Maintenance. Grantee shall establish and maintain for at least four (4) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowance's, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project(s), the Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. Inspections. At any time during normal business hours upon three (3) days written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Grantor to audit, examine and make excerpts or transcripts from such records.

11. Audits. Grant Funds shall be audited according to the requirements of OMB Circular A-133. In addition, Grantee must follow the guidelines provided in the Office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. An audited Grantee shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of thirty 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period (However, for fiscal years beginning on or before June 30, 1998, the audit, data collection form and reporting package shall be submitted within 13 months after the end of the audit period.) In addition:

- a. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to the Grantor Audit Office:
 - i. The opinion on the financial statements is other than unqualified.
 - ii. The report identifies a material instance of noncompliance.
 - iii. The report identifies a reportable condition or material weakness in internal controls.
 - iv. The report contains a schedule of findings and questioned costs applicable to an OHCP-awarded program.
 - v. The report identifies an instance or indicator of an illegal act that could result in criminal prosecution.
 - vi. The report contains an uncorrected significant finding from a prior related audit.
- b. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP Financial Management Rules and Regulations, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to the Grantor Audit Office. (See the OHCP Financial Management Rules and Regulations Handbook.)
- c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.
- d. Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. Government Accountability Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

12. Equal Employment Opportunity. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. Prevailing Wage Rates and Labor Standards. In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. Use of Federal Grant Funds. Grantee acknowledges that this Agreement involves the use of federal funds and as such, are subject to audit by the agency of the United States Government granting the funds to the Grantor for the purposes of performing the work and activities as set forth in Attachment A. Grantee shall fully indemnify the Grantor for any cost of the Grantee which are disallowed by said federal agency and which must be refunded thereto by the Grantor.

15. Certification of Grant Funds. None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

16. Termination. Grantor may immediately terminate this agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:

- a. Failure of the Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
- b. Failure of the Grantee to submit reports that are complete and accurate.
- c. Failure of the Grantee to use the Grant Funds for the stated purposes in this Agreement.
- d. Cancellation of the grant of funds from HUD.

17. Effects of Termination. Within sixty (60) days after termination of this Agreement, the Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of the Grantor, unless otherwise directed by the Grantor. After receiving written notice of termination, the Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, the Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

18. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

19. Conflict of Interest. No personnel of the Grantee, any subcontractor of the Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

20. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves any pay any judgments and costs arising out of such negligent acts or omissions and nothing in this Agreement shall impute or transfer any such liability from one to the other.

21. Adherence to State and Federal Laws, Regulations.

a. General. Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings and any and all other taxes or payroll withholdings required for all employees engaged by the Grantee in the performance of the work and activities authorized by this Agreement. Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

b. **Ethics.** In accordance with Executive Order 2007-01S, the Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

22. Outstanding Liabilities. Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

23. Falsification of Information. Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this grant of Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this grant of Funds, the Grantee shall be required to return all Funds immediately pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(E)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than **one hundred eighty (180) days**.

24. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization. If applicable, the Grantee must comply with Ohio Revised Code Section 2909.33 by providing the Grantor a completed certification attesting that it does not provide material assistance to any organization on the U.S. Department of State exclusion list. For further information go to: <http://www.homelandsecurity.ohio.gov>.

25. Miscellaneous.

a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. **Forum and Venue.** All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

c. **Entire Agreement.** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In case of the Grantor, to:
Ohio Department of Development
Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Office Chief
2. In case of the Grantee, to:
Belmont County Commissioners
101 West Main Street, Courthouse
St. Clairsville, Ohio 43950
Attn: Charles R. Probst, President

- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

GRANTEE: Belmont County Charles R. Probst, President By: _____ Name: <u>Charles R. Probst, Jr. /s/</u> Title: <u>County Commissioner</u> Date: <u>9/23/09</u>	GRANTOR: State of Ohio Department of Development Lisa Patt-McDaniel Interim Director Ohio Department of Development By: _____ Name: _____ Title: _____ Date: _____
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Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING OPWC DISBURSEMENT REQUESTS FOR ENGINEER'S RESURFACING LOCAL ROADS PROJECT NO. 22 AND BEL-4-22.91 SLIP REPAIR

Motion made by Mrs. Favede, seconded by Mr. Probst to authorize Commissioner Charles R. Probst, Jr. to approve and sign OPWC Disbursement Requests as follows:

- #3 (Final) 1 in the amount of \$ 5,443.92 for the Belmont County Engineer's **Resurfacing Local Roads Project Number 22.**
- #1 in the amount of \$69,622.92 for Ohio West Virginia Excavating Company for Project BEL-4-22.91 Slip Repair, CRU21.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT, BEL-BRICK TAVERN PROJECT WITH ODOT

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the signing and submittal of the LPA Federal Local-Let Project Agreement, BEL-BRICK TAVERN PROJECT, PID No. 84115, with the Ohio Department of Transportation in the amount of \$149,400.00.

Note: This is for the Historic Restoration of the roof and roof drainage system of the National Register listed Brick Tavern House on the campus of Ohio University Eastern.

REV. 8/6/07

<u>BEL-BRICK TAVERN</u>
COUNTY-ROUTE-SECTION
<u>84115</u>
PID NUMBER
<u>22971</u>
AGREEMENT NUMBER

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Belmont County Commissioners, hereinafter referred to as the LPA, 101 West Main Street, St. Clairsville, Ohio 43950.

1. **PURPOSE**
 - 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
 - 1.2 Section 5501.03 (C) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
 - 1.3 The BEL- Brick Tavern rehabilitation project (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
 - 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.
2. **LEGAL REFERENCES**
 - 2.1 This Agreement is authorized by the following statutes and/or policies, which are incorporated in their entirety:
 - a. Section 5501.03(C) of the Ohio Revised Code;
 - b. ODOT Policy No. 25-001(P), Development Process Policy for Locally-Administered Transportation Projects;
 - c. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - d. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105.
 - 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
3. **FUNDING**
 - 3.1 The total cost for the PROJECT is estimated to be **\$149,400.00** as set forth in Attachment 1. For Preliminary Development and Final Design activities, ODOT shall provide to the LPA **100** percent of the eligible costs, up to a maximum of **\$22,000**, which includes **20** percent Toll Revenue Credit up to a maximum of **\$4,400.00** in Federal funds. For Construction and Construction Inspection activities, ODOT shall provide to the LPA **80** percent of the eligible costs, up to a maximum of **\$111,040.00** in Federal funds. These maximum amounts reflect the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual preliminary development, detail design, construction and construction inspection activities of the transportation project improvement.

- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.
4. PROJECT DEVELOPMENT AND DESIGN
- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall follow its own formally written set of local design standards.
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to Ohio Revised Code sections 153.65 through 153.71. The pre-qualified list is available on the ODOT web page at <http://www.dot.state.oh.us/CONTRACT>.
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization to Advertise" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.
5. ENVIRONMENTAL RESPONSIBILITIES
- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at <http://www.dot.state.oh.us/CONTRACT>. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.
6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION
- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work can not also perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the Ohio Revised Code regarding all activities relating to Railroad-Highway projects.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Advertisements shall be in accordance with local bidding requirements. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The PROJECT shall be advertised for three (3) consecutive weeks. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA shall incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts, as well as appropriate subcontracts and purchase orders.
- 7.5 In accordance with Executive Order 2002-13T, the LPA shall require the contractor to be enrolled in, and in good standing with, the Drug-Free Workplace Program (DFWP) or a similar program approved by the Bureau of Workers' Compensation, and require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bidding, at the time of award, and through the life of the construction contract**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. The "prime" contractor must perform no less than 30 percent of the total original contract price. The 30 percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with Section 153.54, et. seq. of the Ohio Revised Code, the LPA shall require that the selected contractor provide a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under R.C. 9.24, or that the contractor has taken the appropriate remedial steps required under R.C. 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <http://www.auditor.state.oh.us/WhatsNew/FFR/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.9 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.10 After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.
8. **CONSTRUCTION CONTRACT ADMINISTRATION**
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71.
- 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.3 The Federal-aid Highway Program operates on a reimbursement basis. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.5 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the Ohio Revised Code may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.6 Payment or reimbursement to the LPA shall be submitted to:
Cindy L. Henry, Fiscal Manager
Belmont County Commissioners
101 West Main Street
St. Clairsville, OH 43950
(740) 699-2155, ext 1001
- 8.7 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all federal funding commitments.
- 8.8 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and if necessary, unilaterally modify any other term of this Agreement in order to preserve its federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.9 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the aClaim@), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in and to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.

8.10 After completion of the PROJECT and in accordance with Title 23 United States Code 116 and applicable provisions of the Ohio Revised Code, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years, unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.

9. CERTIFICATION AND RECAPTURE OF FUNDS

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it had received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.8 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

10.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

10.3 For any project in which the Engineer's Estimate exceeds \$500,000, the LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code.

WAIVER PROCESS FOR DBE GOALS

In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for waiver of all or part of the goal may be made to the Ohio Department of Transportation through the LPA. The written request must indicate that a good faith effort was made to meet the goal and be sent to ODOT's Office of Contracts with a copy to the ODOT District LPA Coordinator. Central Office will review the submitted documentation and decide the issue within ten (10) business days. There will be no extension of the time for the project granted if the prime Contractor wishes to avail himself of this process. The LPA will be notified as to the decision.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. The LPA must obtain written, signed documentation from the contractor that the DBE goal has been satisfied prior to executing the contract with the contractor. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the Federal/State funds.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with section 12.3 of this Agreement.

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with

any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA: Cindy L. Henry Belmont County Commissioners 101 West Main Street St. Clairsville, OH 43950	If to ODOT: Roxanne R. Kane, PE Ohio Department of Transportation District 11 2201 Reiser Avenue, SE New Philadelphia, Ohio 44663
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15. GENERAL PROVISIONS

15.1 *Audit Requirements:* The LPA shall comply with the audit requirements of 49 CFR Part 18.26 (Federal Single Audit Act) for any and all projects with a total cost of \$500,000 or more.

15.2 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

15.3 *Ohio Ethics Laws:* In accordance with Executive Order 2007-01S, the LPA, by signing this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The LPA understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

15.4 ~~*State Property Drug Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.~~

15.5 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

15.6 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

15.7 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

15.8 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

15.9 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: Belmont County Commissioners

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

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

By: _____
Jolene M. Molitoris
Director

By: Matt Coffland /s/

By: Ginny Favede /s/

Date: 9/23/09

Date: _____

Upon roll call the vote was as follows:

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

**Note: Commissioner Favede briefly stepped out of the meeting.*

**IN THE MATTER OF ENTERING INTO PERSONAL
PROPERTY AUCTION SALE CONTRACT WITH
DAVID JONES, CAI, TO CONDUCT ANNUAL COUNTY AUCTION**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into Personal Property Auction Sale Contract with David Jones, CAI, Box 467, Flushing, OH, to conduct the annual Belmont County Auction to be held Saturday, October 10, 2009 at 10:00 am. The following fees and expenses will be charged by the Auctioneer:

Professional Fees: Personal Property 15%
Vehicles 7%

Promotional Expenses: Newspaper Ads approx. \$500-\$600

Note: The auction will be held at the pole barn located behind 310 Fox Shannon Place.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING A RESOLUTION
AUTHORIZING THE COMMISSIONERS TO EXECUTE
A DEED, A BILL OF SALE, AND OTHER DOCUMENTS
INCIDENTAL TO THE SALE OF PARK HEALTH CENTER**

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

RESOLUTION

WHEREAS, the Board of County Commissioners of Belmont County, Ohio (the "Board") awarded a bid to and entered into agreements with Park Health Realty, LLC and DC Healthcare Enterprises, LLC, under which Park Health Realty agreed to lease and purchase the Belmont County Park Health Center (the "Facility") and sublease the Facility to DC Healthcare Enterprises, LLC; and

WHEREAS, the Board anticipates that the sale will close on or about October 1, 2009;

BE IT RESOLVED that the Commissioners and/or the President of the Board of Commissioners are/is authorized to execute the deed, the bill of sale, and other documents incidental to the closing of the sale.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING RESIGNATION OF
DAN JONES FROM THE BELMONT COUNTY PORT AUTHORITY BOARD**

Motion made by Mrs. Favede, seconded by Mr. Probst to accept the resignation of Dan Jones from the Belmont County Port Authority Board effective September 18, 2009.

Upon roll call the vote was as follows:

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

BREAK AT 10:47 A.M.

11:00 Auditor Joseph A. Pappano

A large group of department heads, elected officials and county employees gathered in the Commissioners Meeting room as a Resolution was read and presented to Auditor Joseph A. Pappano honoring him on his retirement. Mr. Pappano will be retiring before his term ends due to health reasons. Mr. Pappano spoke of the various jobs he held and how he came to settle in Belmont County. He received many accolades including those from the Board of Commissioners, Engineer Fred Bennett, Treasurer Joe Gaudio and a very emotional and heartfelt expression of appreciation from Deputy Auditor Andy Sutak.

**IN THE MATTER OF ADOPTING RESOLUTION IN
HONOR OF JOSEPH A. PAPPANO, BELMONT COUNTY
AUDITOR, UPON HIS RETIREMENT**

Motion made by Mr. Probst, seconded by Mrs. Favede to adopt the following Resolution in Honor of Joseph A. Pappano, Belmont County Auditor, upon his retirement.

**RESOLUTION
HONORING
BELMONT COUNTY AUDITOR
JOSEPH A. PAPPANO
ON HIS RETIREMENT**

WHEREAS, Mr. Joseph A. Pappano has dedicated his time, talents, wisdom and energy serving the residents of Belmont County for the past 32 years, first as the County Treasurer from January 1, 1977 thru March 8, 1987 and then serving as the County Auditor from March 9, 1987 to the present; and

WHEREAS, through Mr. Pappano's vision and financial expertise, Belmont County has prospered and thrived through the years; and

WHEREAS, Mr. Pappano has left his indelible mark as an outstanding public employee who will be truly missed by his staff and colleagues for his professional knowledge, guidance and friendship; and

WHEREAS, Mr. Pappano's devotion to serving the residents of Belmont County is surpassed only by his devotion and love for his wife and best friend, Rosalie; and

NOW, THEREFORE, BE IT RESOLVED, the Belmont County Commissioners honor and pay tribute to Mr. Joseph A. Pappano for his outstanding leadership and contributions to Belmont County and its residents and wish him and his wife Rosalie a happy, healthy and well-deserved retirement.

Adopted this 23rd day of September 2009.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING BELMONT COUNTY
CHIEF DEPUTY AUDITOR ANDREW S. SUTAK
TO THE POSITION OF BELMONT COUNTY AUDITOR**

Motion made by Mrs. Favede, seconded by Mr. Probst to appoint Belmont County Chief Deputy Auditor Andrew S. Sutak to the position of Belmont County Auditor and to perform the duties thereof from September 30, 2009 until the time when the officer appointed by the Democratic Central Committee qualifies and takes the office per ORC 305.02 (A) and (F).

Upon roll call the vote was as follows:

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

BREAK FOR PICTURE.

**IN THE MATTER OF BID OPENING FOR THE
2008 CDBG FORMULA BID FOR THE UNION
TOWNSHIP STREET IMPROVEMENT PROJECT**

This being the day and 11:15 a.m. being the hour that bids were to be on file in the Commissioners' Office for the 2008 CDBG Formula Bid for the Union Township Street Improvement Project, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Shelly & Sands, Inc. PO Box 66 Rayland, OH 43943	X	\$ 33,600.00
Lash Paving, Inc. PO Box 296 Colerain, OH 43916	X	\$ 36,327.00
Wilson Blacktop PO Box 128 Colerain, OH 43916	X	\$ 39,542.00

Present for the bid opening were A.C. Wiethe of Belomar; Dan Carlier, Union Township Trustee; Eric Ayres of The Times Leader, and Al Molnar of The Intelligencer.

Motion made by Mrs. Favede, seconded by Mr. Probst to turn over all bids received for the 2008 CDBG Formula Bid for the Union Township Street Improvement Project to A.C. Wiethe, Assistant Director of Management Services for Belomar Regional Council, for review and recommendation.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION AUTHORIZING
THE COUNTY AUDITOR THE AUTHORITY TO ESTABLISH
A CAPITAL PROJECTS FUND PER ORC 5705.13(C)**

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

Whereas, the Belmont County Board of Commissioners grants County Auditor Joseph A. Pappano the authority to establish Capital Projects Funds for the purpose of accumulating resources for acquisition, construction, or improvement of fixed assets, in accordance with Ohio Revised Code Section 5705.13(C), and;

Whereas, the Belmont County Board of Commissioners have determined that if the operating budget supports additional monies that the amount to be transferred annually from the General Fund shall not exceed 1.5 million dollars, and;

Whereas, The Belmont County Board of Commissioners have determined that the monies in these funds shall not accumulate for more than 10 (ten) years from this date, in accordance with Ohio Revised Code Section 5705.13(C), and;

Whereas, the Belmont County Board of Commissioners have determined that the following capital projects exist: East Ohio Regional Industrial Park Water and Sewer Infrastructure \$714,473.53; Eastern Division Court Construction \$125,000.00; Mall Interstate 70 interchange project \$1,200,000.00; in accordance with Ohio Revised Code Section 5705.13(C), and;

Whereas, the Belmont County Board of Commissioners grant the County Auditor, Joseph A. Pappano the authority to establish the following Capital Projects Funds:

East Ohio Regional Industrial Park Water and Sewer Fund	\$ 714,473.53
Eastern Division Court New Construction Fund	\$ 125,000.00
Interstate 70/Mall Road Interchange Project Fund	\$1,200,000.00

Now therefore be it resolved, the Board hereby authorizes Belmont County Auditor, Joseph A. Pappano, to transfer General Fund monies to the Belmont County Capital Projects Funds in the amount of **\$2,039,473.53** for the year 2009.

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: NEW CAPITAL PROJECTS FUND – Commissioner Probst made the following remarks: Discussions were held this week with the Board, Auditor and State Auditor's Office. It is well known that the county needs jobs desperately. Mr. Probst understands that Mrs. Favede and Mr. Coffland are looking ahead to the future, as is he, but it is necessary to keep the county solvent. By law the board has statutory obligations to fund certain departments. He stated he could not support the above resolution due to the financial condition of the county. Since we are in deficit spending, Mr. Probst feels the board needs to step back and take a look at the needs of the county's operating budget for the rest of this year and for next year before earmarking money for capital projects. It has not been determined how the board can fund both the Port Authority and the Department of Development offices next year. He further suggested \$500,000.00 be put towards improving county roads which are in deplorable condition. The county is mandated by the EPA to complete the Neffs Sewer Project, but there is no money in this fund dedicated to that project. The future of the county depends on sales tax revenues. We are light years away from receiving financing for the Mall Road interchange project, and Mr. Probst said he has seen no commitment from the developer, THF, or the Cafaro Company if this moves forward. A lot of people have worked very hard establishing the Eastern Ohio Regional Industrial Park in Barnesville. Out of the other infrastructure money the county has committed \$750,000.00, but those monies will be paid back to the county in the form of a grant. Mr. Probst said he could not sit here today and knowingly jeopardize the county and its financial future. What could very well happen is if these monies are drawn down from the Capital Projects Fund, we could have substantial lay-offs in each and every department in the county.

Commissioners Favede and Coffland both disagree with Mr. Probst. Mr. Coffland gave his opinion as follows: He stated the county cannot continue the current spending trend or the county will be broke in two years. He said he does not want to continue spending infrastructure

monies to keep county jobs. He further stated when the money and work isn't there, you get laid off. Mr. Coffland said the county cannot just continue the business of employing people. If money is locked up for projects it shows we have hope.

Commissioner Favede responded as follows: She does not want to continue spending money with no plan in place. We are re-creating this fund and earmarking money for specific projects. This money is being invested for future jobs and future growth of the county. She further stated the county must live within its means. It is important to invest this money in projects and not just keep it in case county departments need bailed out.

Mr. Probst believes this money is going to be needed to keep the county operating. He asked, "Are we trying to create jobs, but do it by losing county jobs?" He noted there has not been a lot of interest in Fox Commerce Park because of the present economy, even though there is already water and sewer there. Port Authority Director Larry Merry said the problem with Fox Commerce Park is the smaller size of the lots. Large developments can be established in the new Eastern Ohio Regional Industrial Park.

Mrs. Favede stated the County Commissioners Association of Ohio will be working with the board regarding statutory obligations for the budget.

Mr. Coffland noted there is nothing stopping the Board from dissolving the fund if they need to but need to commit this year. Mr. Coffland said "If money is in your pocket, you spend; but if it's in your savings, you might not go there."

IN THE MATTER OF AWARDING BID FOR THE NEW BELMONT COUNTY EASTERN DIVISION COURT BUILDING PROJECT TO COLAIANNI CONSTRUCTION

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for the new Belmont County Eastern Division Court Building project to Colaianni Construction for their combined bid, including alternates 1, 2, & 4, in the amount of \$1,137,400.00 based upon the recommendation of M&G Architects & Engineers, Inc.

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: AWARDING NEW EASTERN DIVISION COURT BUILDING PROJECT – Scott Mazzulli of the local Sheet Metal Works union questioned why the bid specifications for the new court did not require subcontractors to pay prevailing wages. He also questioned why the board rejected all bids for this job back in July because of a lack of sufficient paperwork and then award the bid to a company that expects to hire subcontractors, with no guarantee that the subs meet standards held by the other bidders. Mr. Mazzulli stated he did not want to see another lawsuit against the county as happened over the construction of the Belmont County EMA building. Mr. Coffland said it was an oversight and the language about subcontractors should have been included in the bid specs. Mr. Probst read a list of his tabulations. Mr. Probst said after reviewing the bids, he thinks Colaianni should be awarded the General Contract, A.E. Pelley should be awarded the combined HVAC and heating and Erb Electric should be awarded the Electrical Contract. Mr. Coffland read e-mails from M&G Architects & Engineers who recommended the bid be awarded to Colaianni Construction. He said the Board hired M&G to do the work and make their recommendation as the experts. Mr. Mazzulli felt it better to award to the low bidder for each component of the work. Mrs. Favede asked if Mr. Probst didn't want to take the advice of the Prosecutor, who said there was no legal standing to dismiss this bid due to paperwork for subs, or the architects who made their recommendation. Mr. Mazzulli said he was not suggesting throwing out Colaianni's bid but was concerned about a lawsuit. He said the board could avoid potential problems by awarding to the low bidder for each component of the project.

BREAK 12:17 P.M.

IN THE MATTER OF APPOINTMENT AND REAPPOINTMENTS TO THE PORT AUTHORITY BOARD

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following appointments and reappointments to the Belmont County Port Authority Board for a three (3) year term, effective July 20, 2009 to July 20, 2012:

Reappointments: William A. Knox, Barnesville, Ohio
Michael Schucker, St. Clairsville, Ohio

Appointment: Gregg Warren, Shadyside, Ohio

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE BELMONT COUNTY COORDINATED PUBLIC TRANSIT-HUMAN SERVICES TRANSPORTATION PLAN, PHASE II/BELOMAR

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt and sign the Belmont County Coordinated Public Transit-Human Services Transportation Plan, Phase II as prepared by RLS & Associates, Inc..

Note: The function of this plan is to document evaluation of existing transportation providers and the unmet transportation needs/duplications in human service agency and public transportation service for the county. Adoption of this plan is a requirement for receiving SAFETEA-LU (Safe, Accountable, Flexible, Efficient, Transportation, Equity Act: A Legacy for Users) grant funds.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:45 P.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn the meeting at 1:45 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 30th 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