

St. Clairsville, Ohio

September 24, 2014

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board.

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

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

"BILLS ALLOWED"

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

Claim of	Purposes	Amount
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	1,590.12
S-Hilton Hotels	Fall Conference/Eastern Ct. General Special Projects Fund	687.00
S-Cardmember Service	Food & supplies/Oakview Juvenile Residential Center Funds	254.98
S-Suzanne Campbell	Medical services provided/Oakview Juvenile Residential Center Fund	638.00
Y-CEBCO	October 2014 Hospitalization/Employer's Share Holding Account	452,199.43

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for September 24, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$19,927.44
A-GENERAL/AUDITOR	\$2,328.03
A-GENERAL/COMMON PLEAS Adult Probation	\$328.99
A-GENERAL/JUVENILE COURT	\$84.68
A-GENERAL/PROBATE COURT	\$94.57
A-GENERAL/SHERIFF	\$3,415.53
A-GENERAL/911	\$1,757.53
B-Dog Kennel	\$101.17
D-Road & Bridges Fund	\$23,186.00
H-Job & Family, Public Assistance	\$22,437.04; \$26,091.61; \$6,935.88; \$92,851.10
H-Job & Family, WIA	\$12,307.91; \$17,054.77; \$4,420.12; \$29,392.75
J-Real Estate Assessment	\$1,475.00
K-Engineer MVGT	\$933.93; \$12,548.82
M-Juvenile Ct. Placement II	\$560.20
M-Juvenile Ct. Title IV-E Reimb.	\$11,273.53
N-911 System Upgrade Levy Fund	\$965,951.08
N-Capital Projects-Facilities Fund	\$54,372.00
P-Oakview Admn. Bldg.	\$356.44
P-Sanitary Sewer District	\$5,104.37; \$940.01; \$81,957.82; \$11,304.50; \$8,550.00; \$66,445.03; \$188.89; \$18.81
	\$34.83
S-District Detention Home	\$4,386.44
S-Job & Family, Children Services	\$4,391.64
S-Juvenile Ct. Computer Fund	\$166.80
S-Juvenile Ct. Gen. Special Projects	\$200.00
S-Northern Ct. General Special Projects	\$234.95
S-Oakview Juvenile Residential Center	\$3,195.22
S-Probate Court Computer Fund	\$1,377.49
S-Senior Services	\$23,747.06
S-Sheriff CCW	\$565.00
S-Sheriff Commissary	\$1,505.78
T-Sanitary Sewer District	\$214.62
U-Sheriff's Reserve Account	\$38,552.00
W-Law Library	\$2,587.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the following transfers within fund for the following funds:

GENERAL FUND

FROM	TO	AMOUNT
E-0056-A006-E06.000 Travel	E-0056-A006-E07.000 Other Expenses	\$1,900.00

Re: Money moved to cover uniform expenses through 2014.

E-0121-A006-B02.002 Recorder/Salaries-Emp	E-0051-A001-A02.002 Comms/Salaries-Emp	\$900.00
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H00 PUBLIC ASSISTANCE FUND/BCDJFS

FROM	TO	AMOUNT
E-2510-H000-H12.003 PERS	E-2510-H000-H07.000 Purchase of Services	\$120,000.00

J00 REAL ESTATE ASSESSMENT FUND

FROM	TO	AMOUNT
E-1310-J000-J05.004 Workers Comp	E-1310-J000-J15.074 Estate Tax Settlement	\$630.25

BCSSD/VARIOUS FUNDS

FROM	TO	AMOUNT
E-3702-P005-P17.002 Salaries	E-3702-P005-P34.074 Transfers Out	\$18,000.00

E-3702-P005-P17.002 Salaries	E-3702-P005-P21.000 Materials	\$7,000.00
E-3702-P005-P17.002 Salaries	E-3702-P005-P19.012 Equipment	\$1,200.00
E-3705-P053-P09.000 Sewage Disposal	E-3705-P053-P05.000 Materials	\$5,000.00
E-3706-P055-P05.000 Materials	E-3706-P055-P02.010 Supplies	\$20.00

S66 MENTAL RETARDATION FUND/BCBDD

FROM	TO	AMOUNT
E-2410-S066-S70.011 Contract Services	E-2410-S066-S88.000 Youth In Crisis	\$2,200.00

S77 COMMUNITY-BASED CORRECTIONS ACT GRANT FUND

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$109.33
E-1520-S077-S05.004 Workers Comp	E-1520-S077-S04.006 Hospitalization	\$ 28.92

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFER OF FUNDS FOR
WAIVED HOSPITALIZATION CHARGEBACKS
FOR THE MONTHS OF JUNE, JULY & AUG. 2014**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds

for Waived Hospitalization for the months of June, July & August, 2014.

FROM		TO	
E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	6,250.00
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	333.33
E-5005-S070-S06.006	BCDJFS SENIOR PROGRAM	R-9891-Y091-Y03.500	2,250.00
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091-Y03.500	192.61
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	457.18
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091-Y03.500	44.58
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	45.19
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	7.62
E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	2.82
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	833.33
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	250.00
E-0400-M060-M29.008	JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	250.00
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9890-Y091-Y03.500	250.00
E-0400-M079-M02.008	JUVENILE (Fringes)	R-9890-Y091-Y03.500	0.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	750.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,500.00
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,166.66
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	250.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	1,000.00
E-2410-S066.S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,333.33
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	166.66
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	250.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	250.00
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJECTS	R-9891-Y091-Y03.500	0.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>250.00</u>
	TOTAL		21,083.31

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	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 24, 2014, 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. Thomas	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **CDBG - \$62,112.00** paid into R-9702-T011-T05.501 CDBG – Grant CHIP on Sept. 19, 2014. Draw No. 175, Grant #B-C-12-1AG-2.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

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

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

COMMISSIONERS – Ginny Favede to travel to Columbus, OH, on Sept. 29-30, 2014, to attend a Tax & Finance Committee Meeting. A county car will be used. Matt Coffland to travel to New Philadelphia, OH, on Sept. 30, 2014, to attend ODOT Open House.

DJFS – Michael Schlanz to travel to Steubenville, OH, on Sept. 24, 2014, to attend Jefferson Co. Job Fair. David Badia and Karie Hunkler to travel to Lancaster, OH, on Sept. 30, 2014, to attend Committee Meeting for CSEA Violators in the Prison System. Estimated expenses: \$155.84. Vince Gianangeli to travel to Lewis Center, OH, on Oct. 23-24, 2014, to attend New Director Training. Estimated expenses: \$540.04

ENGINEER – Mechanics Frank Mayo and Scott Britton to travel to Perrysville, OH, on Oct. 22-23, 2014, to attend County Engineers Assoc. of Ohio's 2014 Superintendent and Mechanics Conference. Estimated expenses: \$250.00 each

SANITARY SEWER DISTRICT – Justin Mowery and Kelly Porter to travel to Zanesville, OH, on Sept. 24, 2014, to pick up a county truck in for service at Ace Trucking. A county vehicle will be used.

SENIOR SERVICES – The Volunteer at Glencoe Senior Center to travel to Amish Country on Sept. 26, 2014, to attend the Amish Country Safari Trip. Barb Ballint, John Carlier and David Hacker to travel to Cambridge, OH, on Sept. 29, 2014 to attend AAA HEAP Training. Shirley Jo Case and seniors to travel to Amish Country on Oct. 2, 2014, for a senior center outing. Daisy Braun and seniors to travel to Rogers, OH, on Oct. 3, 2014, for a senior center outing. Sue Hines and seniors to travel to Kidron, OH, on Oct. 9, 2014, for a senior center outing. Linda Wells and seniors to travel to Marietta, OH, on Oct. 14, 2014, for a senior center outing. Valerie Forst and seniors to travel to Harville, OH, on Oct. 16, 2014, for a senior center outing. Tish Kinney and seniors to travel to Marietta, OH, on Oct. 14, 2014 and to Columbiana, OH, on Oct. 18, 2014, for senior center outings. Donna Steadman and seniors to travel to Moundsville, WV, on Oct. 2, 9, 16, and 28, 2014, to Marietta, OH, on Oct. 14, 2014, and to Wheeling, WV, on Oct. 24, 2014, for senior center outings. All Senior Centers to travel to Hocking Valley, OH, on Oct. 16, 2014, and Wheeling, WV, on Oct. 28, 2014, for senior center outings. County vehicles will be used for all travels.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING THE HIRING OF
KYLE LACHENDRO FOR THE UTILITY WORKER
POSITION/BELMONT CO. SANITARY SEWER DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Kyle Lachendro for the Utility Worker position for the Belmont County Sanitary Sewer District at the rate of \$12.45 per hour beginning September 30, 2014, based upon the recommendation of Mark Esposito, Director.

Note: This is a replacement, not a new hire.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF AWARDING BID FOR THE BCSSD BETHESDA/NOON
ROAD 16" WATERLINE MATERIAL PROJECT TO FERGUSON WATERWORKS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to award the bid for the Belmont County Sanitary Sewer District's Bethesda/Noon Road 16" Waterline Material project to the low bidder, Ferguson Waterworks, in the amount of \$136,282.00, based upon the recommendation of Mark Esposito, Director.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADVERTISING FOR BIDS FOR THE ENGINEER'S
PROJECT 14-6, BEL-86 SLIP REPAIR (PUGH RIDGE ROAD)**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for bids for the Belmont County Engineer's Project 14-6, BEL-86 Slip Repair (Pugh Ridge Road), based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

Note: To repair 2 slips on CH 86. Funded 90% by OPWC. Estimated cost: \$262,220.00

NOTICE TO BIDDERS

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

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **9:30 A.M. (Local Time) Wednesday, October 15, 2014** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as **PROJECT 14-6, BEL-86 SLIP REPAIR PROJECT**, then at said office publicly opened and read aloud. This project is for the repair of two roadway slips along CH 86 (Pugh Ridge Road) in Washington Township.

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

A Bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows:

A bid guaranty shall be provided with the bid in accordance with the Section 153.54 (B) O.R.C. for the full amount of the bid, or certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. **The owner intends and requires that this project must be completed by April 15, 2015.**

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

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

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

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

By order of the Board of Commissioners
of Belmont County, Ohio

Jayne Long /s/
Jayne Long, Clerk

Times Leader Advertisement: Two (2) Tuesdays, September 30, 2014 and October 7, 2014.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF ENTERING INTO CONTRACT WITH M.P. DORY COMPANY FOR ENGINEER'S PROJECT 14-3 COUNTY GUARDRAIL PROJECT

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into contract with M.P. Dory Company on behalf of the Belmont County Engineer, in the amount of \$ 219,760.94, for Project 14-3 County Guardrail Project, County Highways 22 (Ferryview Rd), 34 (Hospital Rd) & (Fulton Hill Rd) 42, based upon the recommendation of Fred Bennett, County Engineer.

Note: Funding Source-100% Belmont County Commissioners

CONTRACT WITH BELMONT COUNTY COMMISSIONERS PROJECT 14-3 COUNTY GUARDRAIL PROJECT COUNTY HIGHWAYS 22, 34 & 42

AUDITOR'S OFFICE, BELMONT COUNTY, OHIO

THIS AGREEMENT made and entered into this 24th day of September, 2014 between **M.P. DORY COMPANY**, 2001 Integrity Drive S, Columbus, OH 43209 and Matt Coffland, Mark A. Thomas and Ginny Favede, Commissioners of Belmont County, WITNESSETH that the said **M.P. DORY COMPANY** hereby agrees to furnish all service, labor, material and equipment to do all work requisite necessary to install new guardrail in accordance with the bid documents on County Highway 22, 34 and 42 and other work described in accordance with Bid Document, Contract Provisions, plans and specifications.

Methods of Construction, Composition and Preparation of Materials shall conform to the latest applicable Sections of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

APPROX. QUAN.	ITEM	DESCRIPTION	UNIT PRICE BID	TOTAL AMOUNT BID
5,493.75 FT	202	GUARDRAIL REMOVED	\$0.75	\$4,120.31
2,500 LIN FT	202	GUARDRAIL REMOVED FOR STORAGE	\$1.50	\$3,750.00
13,512.50 LIN FT	606	GUARDRAIL, TYPE 5, AS PER PLAN	\$13.25	\$179,040.63
19 EACH	606	ANCHOR ASSEMBLY, TYPE A	\$800.00	\$15,200.00
23 EACH	606	ANCHOR ASSEMBLY, TYPE T	\$550.00	\$12,650.00
1 LUMP	614	MAINTAINING TRAFFIC	\$1,000.00	\$1,000.00
1 LUMP	623	CONSTRUCTION LAYOUT STAKES	\$1,000.00	\$1,000.00
1 LUMP	624	MOBILIZATION	\$3,000.00	\$3,000.00
TOTAL AMOUNT				\$219,760.94

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **M.P. DORY COMPANY** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

M.P. DORY COMPANY

Matt Coffland /s/

BY: Tom Kuhn /s/

Mark A. Thomas /s/

Ginny Favede /s/

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF AWARDING BID, ENTERING INTO CONTRACT AND ISSUING NOTICE TO PROCEED FOR THE PULTNEY/UNION TOWNSHIP STREET IMPROVEMENT PROJECT/CDBG

Motion made by Mr. Thomas, seconded by Mr. Coffland to award the bid, enter into contract and issue the Notice to Proceed for the **Pultney/Union Township Street Improvement Project, a 2013 CDBG Formula project**, to the low bidder, Lash Paving, Inc., in the amount of \$84,162.00 based upon the recommendation of A.C. Wiethe, Assistant Director of Management Services, Belomar Regional Council.

NOTICE OF AWARD

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

PROJECT Description: furnish all service, labor, material and equipment necessary to perform Street Improvement work in Pultney & Union Townships, Belmont County, Ohio

The OWNER has considered the BID submitted by you on September 17, 2014 (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 \$ 84,162.00.

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

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

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

Dated this 24th day of September, 2014.

Belmont County Commissioners
Owner
By: Matt Coffland /s/

Name: Matt Coffland
Title: President

ACCEPTANCE OF NOTICE

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

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

CONTRACT

THIS AGREEMENT made this 24th day of September, 2014, by and between The Lash Paving Company hereinafter called the "Contractor" and Belmont County Commissioners hereinafter called the "Owner".

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

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, materials, and perform and complete all work required for the construction of the improvements embraced in the project; namely, PULTNEY & UNION TOWNSHIPS STREET IMPROVEMENTS PROJECT 2 and required supplemental work for the project all in strict accordance with the Contract Documents including all addenda thereto, numbered 1, dated September 12, 2014, and _____ dated _____ all as prepared by Belmont County Engineer acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Eighty Four Thousand One Hundred Sixty Two and 00/100***** (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: The Lash Paving Company

Signature

Typed/printed name

Title

OWNER: Belmont County Commissioners
Matt Coffland /s/

Signature
Matt Coffland

Typed/printed name
President

Title

NOTICE TO PROCEED

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

PROJECT Description: furnish all service, labor, material and equipment necessary to perform Street Improvement work in Pultney & Union Townships, Belmont County, Ohio

You are hereby notified to commence WORK in accordance with the Agreement dated September 24, 2014 on or before October 3, 2014. The date of completion of all WORK is November 15, 2014.

Belmont County Commissioners
Owner
By: Matt Coffland /s/

Name: Matt Coffland

Title: President

ACCEPTANCE OF NOTICE

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

By: _____
Name: _____
Title: _____

Upon roll call the vote was as follows:

- | | |
|--------------|-----|
| Mr. Thomas | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF ENTERING INTO A LAND USE AGREEMENT WITH GLEN W. NEWLAND/NEFFS FEMA HAZARD MITIGATION GRANT PROGRAM

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Land Use Agreement** with Glen W. Newland for property located at 64660 Talbott Rd. and 64680 Talbott Rd., Bellaire, Ohio, (Parcel #'s 26-01933.002 and 26-01933.001) in the amount of \$1.00 per year, effective September 24, 2014 through December 31, 2014; the lease shall then automatically renew on an annual basis.

Note: Belmont County, through a FEMA Hazard Mitigation Grant Program, purchased and acquired 55 flood damaged parcels in Neffs, as a result of the 2004 flood events. These properties have been made available to area residents for use as green/open space.

LAND USE AGREEMENT

This Lease is made this September 24, 2014, between The Belmont County Commissioners, whose address is 101 West Main Street, St. Clairsville, OH 43950 ("Landlord"), and Glen W. Newland, whose address is 138 High St., St. Clairsville, OH 43950 ("Tenant").

1. **PROPERTY.** Landlord leases to Tenant, on the terms and conditions set forth below, the Property located and described as follows (the "Property"): 64660 Talbott Rd & 64680 Talbott Rd., Bellaire, OH 43906
(Parcel No.: 26-01933.001 & 26-01933-002)

2. **TERM.** The term of this Lease shall initially begin on the date the lease is fully executed and expiring on December 31st of the following calendar year. The lease shall then automatically renew on an annual basis. Landlord or Tenant may terminate this Lease at any time and for any reason, upon 30 days written notice to the other party.

3. **RENT.** Tenant shall pay as rent for the Property the sum of one dollar (\$1.00) per year. The rent shall be due upon the signing of the lease and thereafter, the rent shall be paid by January 15th of each year to Landlord at its address set forth above or at such other place as Landlord may designate. If the rent is not paid within 5 days of the due date, the rent shall be deemed late.

4. **USE.** The Property can only be used for purposes compatible with open space, recreational, wetlands or proper floodplain management policies and practices, consistent with 44 CFR 80.19. **The Tenant shall only use the Property as additional yard space.**

In its use of the Property, Tenant shall comply with all applicable laws; shall commit no waste; shall not unreasonably interfere with the operations of Landlord or neighboring owners or tenants; shall make no alterations or improvements to the Property which are inconsistent with this lease; and shall not permit any liens to attach to the Property or Tenant's interest in this Lease. All rules set forth in the NMGP grant for open space management and maintenance will be followed, a copy of which rules are attached hereto and incorporated herein.

No structures shall be erected without authorization of the County Commissioners and County Floodplain Coordinator, and the structures erected shall be in compliance with all applicable federal, state and local laws, rules and regulations, and must be compatible with uses for open space, recreational, wetlands or proper floodplain management policies and practices.

No Commercial use of property.

The Landlord retains all mining, mineral, gas and oil surface and land rights.

5. **MAINTENANCE.** Tenant acknowledges that the Property is now in good repair and accepts the same in their present condition throughout the term of this Lease, and shall provide snow removal, mowing, sweeping, and similar maintenance. Tenant shall keep the lawns nicely mowed and at a height no greater than 7-inches. Notwithstanding anything to the contrary in this Paragraph 5, Tenant shall pay for any repairs and maintenance caused by the negligence or wrongful acts of the Tenant or its agents or employees, but excepting any damages waived by Landlord under Paragraph 8.

6. **INSURANCE.** Tenant shall maintain liability insurance with respect to their use of the Property and shall name the Belmont County Commissioners as an additional insured. Certificates of Tenant's insurance shall be furnished to Landlord and shall contain provisions prohibiting cancellation without 30 days' written notice to the Landlord. The Tenant's minimum insurance shall be \$1,000,000 single limit liability per occurrence.

7. **INDEMNITY.** Except to the extent liability is waived under Paragraph 8, Tenant shall indemnify and hold Landlord harmless against any and all claims, liabilities, damages and losses, including expenses incidental to the defense of same, resulting from injury or death of any person or damage to property occurring on or about the Property, unless caused by the negligent acts of Landlord. In addition, Tenant shall indemnify and hold Landlord harmless against any claims, liabilities, damages, losses or expenses resulting from the release of hazardous substances, hazardous wastes or petroleum products on or from the Property or other violations of applicable environmental laws occurring during the term of this Lease. This indemnity shall survive the expiration or termination of this Lease.

8. **MUTUAL WAIVER OF LIABILITY.** Neither Landlord nor Tenant shall be liable for any damage to the property of the other caused by fire or other peril (a) covered by insurance maintained by the other party or (b) usually covered by a special form policy of property insurance, and each party releases the other from all liability for such damage including any subrogation claims of any insurer. This provision shall apply regardless of the negligence of the other party and shall not be limited by the amount of insurance coverage.

9. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease or sublet the Property in whole or in part.

10. **DEFAULT.** If Tenant defaults in the payment of rent or in the performance of any of their obligations under this Lease, and if the default is not cured within ten (10) days after written notice to Tenant of the default, Landlord may terminate Tenant's right of possession, in which event Tenant shall immediately surrender the Property to Landlord. If Tenant fails to so surrender the Property, Landlord may, without prejudice to any other remedies, peaceably enter and take possession of the Property. At any time during which Tenant is in default, Landlord may terminate this lease, without obligation to do so. Nothing contained in this Paragraph shall be deemed a limitation upon any remedies available to Landlord at law or in equity.

11. **TENANTS PROPERTY.** All property placed or maintained on the Property shall be at Tenant's sole risk, and Landlord shall not be liable for any loss or damage to such property from any cause whatsoever. In the event of a termination of this Lease, any and all improvements to the property shall remain with the property, with no right of reimbursement to Tenant.

12. **ENTRY AND INSPECTION.** Landlord retains the right to enter and inspect the Property at any time to insure compliance with federal, state and local laws, rules and regulations.

13. **SURRENDER.** Upon expiration of this Lease, Tenant shall surrender the Property in as good condition as received, normal wear and tear and damage due to casualty excepted. Any property which Tenant fails to remove prior to the expiration or termination of this Lease shall be deemed abandoned.

14. **TERMINATION OF LEASE.** In addition to the Landlord and Tenant rights to terminate this lease at any time, the Landlord and Tenant further agree the interests conveyed herein may not be inherited from a deceased Tenant, nor may the interests transferred pursuant to this lease be conveyed as pursuant to a sale of the adjacent land owned by the Tenant. In both instances, this lease shall terminate.

15. **NOTICES.** All notices required or permitted by this Lease shall be in writing and shall be addressed to the parties at their addresses first set forth above, or at such other address as either party may provide by giving written notice to the other. Any notice shall be effective on the earlier of (a) actual receipt, (b) three days after the notice is sent by certified mail, postage prepaid, addressed as set forth above, or (c) one day after the notice is sent by nationally recognized overnight courier service, addressed as set forth above.

16. **MISCELLANEOUS.** This Lease is the entire agreement of the parties and supersedes any prior negotiations. This Lease shall be binding upon and inure to the benefit of the parties. No waiver of any provision of this Lease shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Lease shall be severable and the invalidity of one provision shall not affect any others.

SIGNED as of the date first written above.

LANDLORD:
Matt Coffland /s/
Matt Coffland, President
Belmont County Commissioners
TENANT:
Glen W. Newland, Jr. /s/
Print Name: Glen W. Newland, Jr.

OPEN SPACE MANAGEMENT AND MAINTENANCE

Allowable open space uses include:

1. Reforestation and planting of vegetation, agricultural cultivation, and grazing.
2. Picnic shelters, pavilions, and gazebos, with associated foundations, provided that the structure does not contain walls.
3. Restrooms are the only walled and roofed buildings allowed.
4. Small-scale recreational courts, bike and walking paths.

5. Camping, except where adequate warning time is not available to allow evacuation.
6. Installations of signs.
7. Simple agricultural structures.
8. Unimproved, pervious (porous or permeable surface) parking.
Communities may make accommodations for special needs, such as a limited area of paved parking for handicap accessibility. This must be coordinated with OHIO EMA.
9. Roads, driveways, camping pads limited to those necessary to serve the acceptable uses. Existing paved roads can be reused for these purposes.
10. Small boat ramps, docks, and piers to serve a public recreational use.
11. Sewer, water, and power to serve the allowable uses. Sewer, water, and power line crossings, where there is no floodwater obstruction created and there are no other readily available locations for those systems.

The community should ensure that any environmental conditions placed on the project are reviewed prior to implementing any land use decisions.

Unallowable Open Space Uses are:

1. The construction of flood damage reduction levees, dykes, berms or floodwalls.
2. All walled buildings or manufactured homes, except restrooms. Re-use of pre-existing structures unless the walls are removed.
3. Fences and all other obstructions in the floodway. Fences outside of the floodway must be designed to trap a minimum amount of debris.
4. Storage of inventory supporting a commercial operation or governmental facility, except for temporary storage in the open of wheeled vehicles. Long-term storage of very limited amounts of equipment, such as lawnmowers, necessary for maintenance of the acquired open space land is acceptable.
5. Cemeteries, landfills, storage of any hazardous or toxic materials, or other uses that are considered environmentally contaminating, dangerous, or a safety hazard.
6. Pumping and switching stations.
7. Above or below ground storage tanks.
8. Impervious parking. Impervious parking includes asphalt, concrete, oil treated soil, or other impervious material.
9. Use of off-site fill, except where necessary to avoid impacting on-site archaeological resources. Grading using on-site soil is permissible.
10. Installation of septic systems or re-use of pre-existing septic systems, except to service a permissible restroom.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF APPROVING AND SIGNING THE ESTIMATE FROM OVER & UNDER CONCRETE CONSTRUCTION

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign estimate number 2014-115 from Over & Under Concrete Construction in the amount of \$15,800.00 for the excavation, removal and replacement of 1,600 square feet of asphalt and grass area in front of the Belmont County 9-1-1 and Emergency Management Operations Centers.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

OPEN PUBLIC FORUM – John White submitted a petition to the Board of Commissioners asking for support for the 850 union mine workers of McElroy mine opposing stringent air regulations from the EPA. He would like to present it at a rally in Washington D.C. on October 7, 2014. Commissioner Coffland said the petition will be reviewed and they will have it for next Wednesday.

Mr. Hord asked about the status of the Sheriff's substation at the Mall. Commissioner Coffland said the Sheriff is working with the Mall attorneys.

9:30 Belmont County Department of Job & Family Services

Re: Judy Beckett-State award recipient for *Most Outstanding Support Staff-Children Services*

Vince Gianangeli, JFS Director & CFO, along with the Board of Commissioners congratulated Judy Beckett, Social Services Aide II, for being honored on September 11, 2014 when she was named "Most Outstanding Support Staff Person – Children Services" for the State of Ohio. She has been with the agency since 1995. She provides assistance to clients through in-home services.

OPEN PUBLIC FORUM (continued) – Richard Hord asked for a WIA program summary. Vince Gianangeli, JFS Director & CFO, said the program has been extended to the end of October. He can have a report sometime in November.

Vince Gianangeli said several hundred families applied for the two TANIF programs that were available in September. Ohio Valley Mall gift cards in the amount of \$600 was distributed for school clothes. Also vouchers in the amount of \$1500 were distributed for household needs, baby items, etc.

9:45 Agenda Item: Appointment of Board's representative to the County Sub-Committee for Ohio Public Works Commission Round 29 Projects.

IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING COMMISSIONER MATT COFFLAND TO REPRESENT THE BELMONT COUNTY BOARD OF COMMISSIONERS ON THE COUNTY SUB-COMMITTEE FOR THE OHIO PUBLIC WORKS COMMISSION ROUND 29 PROJECTS

RESOLUTION

Resolution authorizing Commissioner Matt Coffland to represent the Belmont County Board of Commissioners on the County Sub-Committee for Ohio Public Works, Round 29 Projects.

Motion made by Commissioner Thomas, seconded by Commissioner Favede to adopt the foregoing resolution this 24th day of September, 2014.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

BREAK

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session at 11:00 a.m. with representatives from the State Auditor's Office, Belmont County Auditor's Office, Commissioners Office, et al, pursuant to ORC 121.22 (G)(5) Confidential Matters concerning the Belmont County Post Audit.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

Note: Commissioner Thomas stepped out of the meeting during executive session.

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

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

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Absent

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

RECONVENED SEPTEMBER 26, 2014. PRESENT: COMMISSIONERS COFFLAND AND THOMAS. ABSENT: COMMISSIONER FAVEDE.

NO FURTHER ACTION TAKEN.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:00 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn the meeting at 11:00 a.m.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Absent

Read, approved and signed this 1st day of October, 2014.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK