

THE DULY ELECTED MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, OHIO, MET IN REGULAR SESSION ON MARCH 29, 2012 IN ACCORDANCE WITH OHIO REVISED CODE 305.05, WITH THE FOLLOWING MEMBERS PRESENT: TIMOTHY C. IRVINE, PRESIDENT, CORA A. MARSHALL, VICE PRESIDENT, AND MEMBER STEVEN W. WEBER. THE MEETING WAS CALLED TO ORDER AT 9:00 A.M. BY THE PRESIDENT OF THE BOARD WITH THE PLEDGE OF ALLEGIANCE TO OUR FLAG.

Also attending were Administrator Paul Cunningham and Clerk Rick Peoples.

COMMISSIONERS AGENDA

March 29, 2012

9:00 Minutes
9:30 Bid Opening - CDBG Projects
10:00 Board of Elections
11:00 Doug Smith, Superior Dental
1:00 Karen & David Coe
1.30 Lou Brady

UNFINISHED BUSINESS

Vacate Portion of Decatur Township Rd. 96
ODNR Flood Plain Amendment

NEW BUSINESS

Approve Agenda
Approval of previous meeting's minutes
Bills from various departments
Resolution Accepting the TIRC Agreements
Resolution Recognizing Washington Electric Cooperative
Resolution to Distribute 1% Permissive Sales Tax Funds
Additional Appropriation - Real Estate Assessment Fund
Additional Appropriation - Auditor
Transfer - Children Services
Transfer - County Home
Transfer - CSEA
Transfer - Commissioners
Then & Now's
Travel - Auditor
Travel - CSEA (4)
Travel - Information Technology
Travel - Recorder
Certificate of Support, USDA Rural Development
Request to Change Name of Road in Fearing Township
Engineer - Road Use Maintenance Agreement
Engineer - 2012 Aggregate Bids
Engineer - Bid Packet, Replacement of Kendall Bridge
Letters to Delinquent Sewer Account Holders

INFORMATION

Beverly-Waterford Chamber Dinner, 6:00 p.m., today
Ribbon-cutting, Washington Electric Cooperative, 1:30 p.m., Friday, March 30
Google Training, in the Courthouse, March & April

RE: AGENDA

Ms. Marshall moved and Mr. Weber seconded a motion to accept the agenda, with the following amendments:

Delete: Engineer - Bid Packet, Replacement of Kendall Bridge
Add: Additional Appropriation - Homeland Security
Advance - Health Department
Change Order #5, Riverview Lift Station and Force Main Project

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

RE: APPROVAL OF MINUTES

Mr. Weber moved and Ms. Marshall seconded a motion to dispense with the reading of the March 22, 2012 minutes, and approve them as submitted.

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

RE: PAYMENT OF BILLS

Mr. Weber moved and Ms. Marshall seconded a motion to approve the payment of bills from various departments.

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

RE: RESOLUTION ACCEPTING TIRC AGREEMENTS

Ms. Marshall moved and Mr. Weber seconded a motion to adopt the following resolution:

WHEREAS, in order to encourage and promote the creation of employment and investment opportunities within Washington County, the Board of Commissioners of Washington County sponsors the State of Ohio's Enterprise Zone program; and

WHEREAS, an integral part of the Enterprise Zone program is the annual review of those Agreements entered into by the local public partners and private businesses committed to the creation of job and investment opportunities within Washington County; and

WHEREAS, consistent with State law Washington County has caused to be created a Tax Incentive Review Council for the purpose of reviewing Enterprise Zone Agreements and recommending an appropriate course of action to the Board of Commissioners with regard to continuance, modification, or termination of the aforementioned Agreements; and

WHEREAS, the Tax Incentive Review Council assigned review responsibility has conducted its responsibilities for the period January 1, 2011 until December 31, 2011; and

WHEREAS, the Tax Incentive Review Council recommends that Agreements monitored during the review and reporting period be continued without modification, these to include Agreements with Dimex Corporation; Gladstone Companies, formerly Dimex, LLC; Duke Energy, Washington II, LLC; Columbus Southern Power Company; Ohio Valley Alloy Services Inc.; Miller Real Estate Development Company; and Washington Electric Cooperative, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Washington County receives and accepts the recommendations of the Washington County Tax Incentive Review Council and hereby continues the Agreements in place with the following: Dimex Corporation; Gladstone Companies, formerly Dimex, LLC; Duke Energy, Washington II, LLC; Columbus Southern Power Company; Ohio Valley Alloy Services Inc.; Miller Real Estate Development Company; and Washington Electric Cooperative, Inc.

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

RE: RESOLUTION RECOGNIZING WASHINGTON ELECTRIC COOPERATIVE

Ms. Marshall moved and Mr. Weber seconded a motion to adopt the following resolution:

WHEREAS, in 1940 several farmers organized under the guidance of the Rural Electrification Administration (REA) to provide electricity to citizens in this region living in rural areas; and

WHEREAS, REA in Washington County has grown to what is now Washington Electric Cooperative; and

WHEREAS, Washington Electric Cooperative provides service to more than 10,500 customers in Athens, Guernsey, Morgan, Monroe, Noble, and Washington Counties, utilizing more than 1,700 miles of line, eight substations, and three metering points; and

WHEREAS, Washington Electric Cooperative is a not-for-profit organization, owned and governed by its members, with core values of Innovation, Accountability, Integrity, and Commitment to Community; and

WHEREAS, the Cooperative is an integral part of our community, regularly providing educational seminars on safety, informational sessions on energy conservation and efficiency, and scholarships for students pursuing education beyond high school; and

WHEREAS, the Cooperative's employees are continually involved in their community activities, making Washington and nearby Counties better places to live; and

WHEREAS, Washington Electric Cooperative completed construction of a new 30,000 square foot facility to house its employees and operations, and moved into the facility in January 2012.

NOW, THEREFORE, BE IT RESOLVED by the Washington County Commissioners, on behalf of the citizens of Washington County, that we congratulate the Board of Trustees, General Manager and Chief Executive Officer Ken Schilling, and the dedicated employees of Washington Electric Cooperative on the success they have achieved over the past seventy-two years in providing reliable and efficient electricity to residents of Washington County.

BE IT FURTHER RESOLVED that we extend our best wishes to Washington Electric Cooperative as they continue their exemplary service to the citizens of Washington County in a new energy-efficient facility at 440 Highland Ridge Road, Marietta, Ohio.

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

RE: RESOLUTION TO DISTRIBUTE 1% PERMISSIVE SALES TAX FUNDS

Ms. Marshall moved and Mr. Weber seconded a motion to adopt the following resolution:

WHEREAS, the Washington County Board of Commissioners finds it necessary to appropriate additional funds to the 100-0103 1% Permissive Sales Tax Fund in an amount of Two Hundred Seventy-Nine Thousand Eight Hundred Seventy-One and no/100 (\$ 279,871.00); and

WHEREAS, this appropriation is desirable for the convenience and welfare of the people of Washington County, Ohio

NOW, THEREFORE BE IT RESOLVED by the Board of Washington County Commissioners that the appropriation adjustments be allotted as follows:

100-0561-53000	ADAMS TOWNSHIP	\$ 16,463.00
100-0562-53000	AURELIUS TOWNSHIP	\$ 16,463.00
100-0563-53000	BARLOW TOWNSHIP	\$ 16,463.00
100-0564-53000	BELPRE TOWNSHIP	\$.00
100-0565-53000	DECATUR TOWNSHIP	\$ 16,463.00
100-0566-53000	DUNHAM TOWNSHIP	\$ 16,463.00
100-0567-53000	FAIRFIELD TOWNSHIP	\$ 16,463.00
100-0568-53000	FEARING TOWNSHIP	\$ 16,463.00
100-0569-53000	GRANDVIEW TOWNSHIP	\$ 16,463.00
100-0570-53000	INDEPENDENCE TOWNSHIP	\$ 16,463.00
100-0571-53000	LAWRENCE TOWNSHIP	\$ 16,463.00
100-0572-53000	LIBERTY TOWNSHIP	\$ 16,463.00
100-0573-53000	LUDLOW TOWNSHIP	\$ 16,463.00
100-0574-53000	MARIETTA TOWNSHIP	\$.00
100-0575-53000	MUSKINGUM TOWNSHIP	\$.00
100-0576-53000	NEWPORT TOWNSHIP	\$ 16,463.00
100-0577-53000	PALMER TOWNSHIP	\$ 16,463.00
100-0578-53000	SALEM TOWNSHIP	\$ 16,463.00
100-0579-53000	WARREN TOWNSHIP	\$.00
100-0580-53000	WATERFORD TOWNSHIP	\$.00
100-0581-53000	WATERTOWN TOWNSHIP	\$ 16,463.00
100-0582-53000	WESLEY TOWNSHIP	\$ 16,463.00
SALES TAX		
TOWNSHIP TOTALS		\$279,871.00

Clerk of said Board shall add or subtract said amounts to the annual Appropriation Resolution.

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

RE: ADDITIONAL APPROPRIATIONS

Mrs. Marshall moved and Mr. Weber seconded a motion to approve the following additional appropriations:

REA

200-0122-51120	Workers Compensation	\$	0.49
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Board of Developmental Disabilities

215-0620-53000	Contract Services	\$	674.46
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State Homeland Security

215-0866-53000	Contract Services	\$	18,361.68
215-0866-55200	Equipment	\$	55,085.04

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

RE: ADVANCE OF FUNDS

Ms. Marshall moved and Mr. Weber seconded a motion to approve the following advance of funds, dependent upon repayment to the County General fund when the first half-year tax settlement is distributed:

<u>From</u>	<u>To</u>	<u>Amount</u>
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100-0101-57200 601-2000-49200 \$ 20,000.00

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

RE: TRANSFERS

Ms. Marshall moved and Mr. Weber seconded a motion to approve the following requests for transfers:

	<u>From</u>	<u>To</u>	<u>Amount</u>
Children Services	200-0743-51001	200-0743-51110	\$ 1,764.00
County Home	200-0630-51001	200-0630-51120	\$ 629.55
CSEA	200-0730-55200	200-0730-51120	\$ 49.17
County General	100-0100-53400	100-0100-53000	\$ 4,700.00
	100-0100-53401	100-0100-53000	\$ 7,900.00

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

RE: THEN & NOW'S

Ms. Marshall moved and Mr. Weber seconded a motion to approve the following Then & Now's:

<u>Dept</u>	<u>Account</u>	<u>Vendor</u>	<u>Amount</u>
County Home	200-0630-5-4000	Dell	\$ 2,029.29
Commissioners	100-0240-5-1104	City of Marietta	\$ 4,007.64
Commissioners	100-0101-5-3400	Timothy Loughry	\$ 168.00
Commissioners	100-0101-5-3400	William Adams	\$ 1,060.00
Commissioners	210-0113-5-3000	Larry Lang Excavating	\$ 32,875.00
DJFS	200-0720-5-7400	Amazon	\$ 608.14

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

RE: TRAVEL REQUESTS

Ms. Marshall moved and Mr. Weber seconded a motion to approve the following requests for reimbursement of expenses for training and travel pursuant to the policies and procedures and in compliance with the Annual Appropriations for Fiscal Year 2012 and any and all amendments subsequent thereto:

Auditor

Bill McFarland: One-day trip to Columbus to attend County Auditors' Association meeting; April 4, 2012.

CSEA

Barb Tergolina: One-day trip to The Plains for meeting with ODJFS Fiscal Supervisor, Region 4; March 29, 2012.

Mindie Weber: One and three-day trips to Columbus to attend training: May 16 & 23, June 11 -13, 2012.

Melissa Galati: One and three-day trips to Columbus to attend training: May 7-9, June 4-6, and June 27, 2012.

Denise Hinton, Betty Lynch, Jim Miller, Barb Tergolina: Three-day trip to Dublin to attend OCDA Spring Symposium; April 15-17, 2012.

IT

Eric Skomra: One-day trip to Columbus to attend Public Safety Wireless Broadband Committee meeting; March 23, 2012.

Recorder

Tracey Wright: One-day trip to Columbus to attend Ohio Recorders' Association meeting; March 27, 2012.

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

RE: CERTIFICATE OF SUPPORT, USDA RURAL DEVELOPMENT

Ms. Marshall moved and Mr. Weber seconded a motion to approve a Certificate of Support for an application to the U.S. Department of Agriculture (USDA)/Rural Development for the Warren Community Water and Sewer Association project, which includes improvements to two water tanks, and to allow Mr. Irvine to sign the Certificate.

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

RE: REQUEST TO CHANGE NAME OF ROAD IN FEARING TOWNSHIP

The Commissioners considered a request from Washington County residents Jennifer and Joel Matz to change the name of Hinson Road in Fearing Township to Matz Hill Road, having previously provided to the Commissioners a petition signed by five individuals indicating they have no objection to the change. Ms. Marshall commented that she is not in favor of the change for the following reasons:

- In talking with the County Engineer, they don't believe there is good cause to make the change in name.
- There isn't a safety issue that would be addressed by changing the name.
- There is no real need to change the name.
- The process for changing a road name is extensive, including changes to mapping, 911 records, mail delivery, etc.

Ms. Marshall moved to not approve the request for change in name of Fearing Township's Hinson Road to Matz Hill Road, as requested by Jennifer and Joel Matz.

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

RE: ROAD USE MAINTENANCE AGREEMENT

Ms. Marshall moved and Mr. Weber seconded a motion to approve the following Roadway Use and Maintenance Agreement for Horizontal Drilling Projects and Infrastructure, as prepared by the Ohio Department of Transportation, reviewed by County Prosecutor Jim Schneider, and recommended by County Engineer Bob Badger.

**ROADWAY USE AND MAINTENANCE AGREEMENT
FOR HORIZONTAL DRILLING PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at Marietta, Ohio, by and between WASHINGTON COUNTY, a political subdivision, whose mailing address is 223 Putnam St., Marietta, Ohio 45750 (hereafter "Authority"), and _____, whose address is _____ (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within _____ Township, in Washington County, Ohio and is required by law to keep such roads in good repair; and,

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [DEVELOPMENT SITE NAME], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [DEVELOPMENT SITE NAME] (hereafter collectively referred to as "oil and gas development site") located in _____ Township, in Washington County, Ohio; and,

WHEREAS, Operator intends to commence use of _____ miles of CR/TR (_____) and _____ miles of CR/TR (_____) for the purpose of ingress to and egress from the [DEVELOPMENT SITE NAME], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [DEVELOPMENT SITE NAME] (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Term and Condition #4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR _____, to be utilized by Operator hereunder, is that exclusive portion beginning at _____ *(route description here ending at the intersection of CR/TR)*. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR (_____) for any of its Drilling Activities hereunder.
2. The portion of CR/TR (_____), to be utilized by Operator hereunder, is that exclusive portion beginning at _____ *(the intersection of CR/TR ending at the oil and gas development site)* wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR (_____) for any of its Drilling Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the _____ Washington County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount no greater than _____ & 00/100 DOLLARS (\$_____.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
 - a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety, mutually accepted by the Authority and Operator, in favor of the Authority for the Route and all other road usage within the Authority's oversight.
7. This agreement is entered in to as a condition to the issuance of permits to the Operator for the Drilling Activity on the Route, and Operator shall receive from Authority such permits to be effective during the term of this Agreement. In the absence of such permits, all motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
10. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed as a result of any

violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Drilling Activity whatsoever.

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
14. Agreement shall be governed by the laws of the State of Ohio.
15. This Agreement shall be in effect on _____, 201_____.

Executed in duplicate on the dates set forth below.

<u>Authority</u>	<u>Operator</u>
By: _____ Commissioner/Trustee	By: _____
By: _____ Commissioner/Trustee	Printed name: _____
By: _____ Commissioner/Trustee	Company Name: _____
By: _____ County Engineer	Title: _____
Dated: _____	Dated: _____

Approved as to Form:

County Prosecutor

SAMPLE

Appendix A

Operator may be required to:

- 1) Provide for videotaping of the road prior to Drilling Activity.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards, dated 10/10/11.
- 4) Maintain CR/TR during Drilling Activities for those damages caused by said Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Drilling Activities.

Authority shall:

- 1) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

The intent of this Appendix A is to include anything agreed to by the parties – if the Authority is comfortable without bond, then don't include. If the Authority wants plans prior to construction, then include – etc., etc. If the Authority doesn't want anything in Appendix A, then that is their option.

The parties could also address the scenario where more than one Operator is involved on the same Route.

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye,

Steven Weber aye. Motion passed.

RE: AGGREGATE BIDS FOR 2012

Ms. Marshall moved and Mr. Weber seconded a motion to approve County Engineer Bob Badger's recommendation to accept all bids for the purchase of gravel and limestone for use by the County Highway Department during 2012, allowing him to purchase from any or all bidders.

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

RE: LETTERS TO DELINQUENT SEWER ACCOUNT HOLDERS

Ms. Marshall moved and Mr. Weber seconded a motion to send letters to the following delinquent sewer account holders, notifying them that payment in full must be made on their accounts within 30 days, and that failure to do so will result in certification of the account balances to the County Auditor for inclusion in property tax bills: Brett & Crystal Davis, Jess Rowe, Jane Metcalf, Katie Dickson, Jeremy Kidder, Federal National Mortgage, Cheryl Latham Mackey, H. Clifton Spencer, II.

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

RE: CHANGE ORDER #5, RIVERVIEW LIFT STATION AND FORCE MAIN

Ms. Marshall moved and Mr. Weber seconded a motion to approve Change Order #5 for the Riverview Lift Station and Force Main Project, contractor Larry Lang Excavating, Inc., adding \$29,580.00 to the \$188,751.00 contract price adjusted by previous change orders, for a new contract amount of \$218,331.00, as recommended by Consulting Engineer John Grosse.

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

RE: IT UPDATE

IT Director Eric Skomra informed the Commissioners that he has received, reviewed, and negotiated quotes for equipment purchases for both the court system imaging project and the financial system upgrade project, with Insight Media offering the best price of approximately \$14,956 for each project, which will secure two sets of hard drives and two sets of appropriate enclosures.

Ms. Marshall moved and Mr. Weber seconded a motion to approve the purchase of equipment for IT and financial system upgrades from Insight Media for \$29,912.00, as recommended by IT Director Eric Skomra.

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

RE: BID OPENING, CDBG PROJECTS

Attending the bid and quote opening at 9:30 a.m. were the Commissioners, Administrator Paul Cunningham, Clerk Rick Peoples, Michelle Hyer from Buckeye Hills-Hocking Valley Regional Development District, JoAnna Griffin, Dale Lauer, B. Reynolds, Brett Rauch, and David Van Horn.

Ms. Hyer explained the opening and selection process. Mr. Irvine opened the following sealed bids for the Liberty Township CDBG project:

Schott Construction	\$ 37,000.00
Fleeman Construction	\$ 33,266.35
Double E Construction	\$ 27,669.00
REALL Wood Interiors	\$ 36,470.00
Hoon, Inc.	\$ 32,353.00

Ms. Marshall moved and Mr. Irvine seconded a motion to not accept the bid from Schott Construction because the required bid guaranty was not submitted.

A calling of the roll resulted in the following vote: Timothy Irvine aye, Cora Marshall aye, Steven Weber aye. Motion passed.

Mr. Irvine then opened the following sealed quotes for the Village of New Matamoras CDBG project:

REALL Wood Interiors	\$ 14,920.00
Fleeman Construction	\$ 12,475.00
Double E Construction	\$ 14,769.00

Mr. Irvine requested Ms. Hyer to review the bids and quotes, and to make a recommendation.

RE: BOARD OF ELECTIONS

Joining the meeting to discuss facilities for the Board of Elections were Peggy Byers, Tara Hupp, Charlie Wentz, Jim Huggins, Thomas Cox, Dennis Sipe, and Eric Skomra.

Having viewed available space at the Children Services building, members of the Board of Elections and their staff commented about its use for the operations of the Board of Elections. Considerations include:

- Parking is less of a problem there.
- Security and separation of functions need to be worked out with Children Services.
- Access to spaces in the building must be clarified.
- Secure storage of equipment and records is critical.
- Appropriate signage at courthouse will be needed to re-direct to new location.
- The cost-sharing of utilities will need to be determined.
- Communication lines, including computer and phone, must be available between the courthouse and the new location.
- The timing of a move to new location must be determined.

Those who have viewed the space at Children Services consider it to be ideal for use by the Board of Elections and its staff.

Mr. Irvine indicated a meeting with Children Services Executive Director Dave Copen will be scheduled at the site for further discussion.

RE: SUPERIOR DENTAL CARE

Doug Smith and Diane Mescher from Superior Dental Care presented a proposal to the Commissioners to provide a group plan for dental insurance to County employees, with no contribution from the County toward the premium. They provided to the Commissioners and Safety & Loss Control Coordinator Susan Burkhart background of Superior Dental, description of services available, and monthly premiums for a variety of plans.

RE: KAREN AND DAVID COE

Karen and David Coe from the Golden Years Senior Citizens asked the Commissioners if their organization can change the proposed use of previously-allocated Senior Levy funds from the purchase of a cooker and flag to the purchase of chairs. The Commissioners agreed the change is appropriate, as it still meets the guidelines established for the use of Senior Levy funds.

RE: LOU BRADY

Washington County resident Lou Brady shared with the Commissioners his concern that dogs owned by a neighbor on Bender Road are a nuisance to him and others at his residence. He indicated the situation has continued for approximately four years. Conversations with the Dog Warden, the Humane Society, the Sheriff's Department, a State Representative, and the Warren Township Trustees have, according to Mr. Brady, provided no relief. He shared with the Commissioners video display of his neighborhood and one of the barking dogs, and his recording of the dog barking continually for an eight-day period. He suggested that he has lost significant property value due to the situation, and asked the Commissioners if they could revoke the licenses of dogs that are "menaces" to the community.

Mr. Irvine indicated he will ask Dog Warden Kelly Schubert to get in touch with Mr. Brady to see what, if anything, can be done.

RE: ADJOURNMENT

Mr. Weber moved and Ms. Marshall seconded a motion to adjourn.

A calling of the roll resulted in a unanimous vote in favor. The meeting adjourned at 3:00 p.m.

_____, President

_____, Vice President

_____, Member

_____, Clerk

