

St. Clairsville, Ohio

October 26, 2005

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, Charles R. Probst, and Gordie W. Longshaw, Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of October 19, 2005, were read, approved and signed.

**EVENING MEETING HELD AT
MARTINS FERRY SENIOR CENTER**

6:00 P.M.-Commissioner Thomas called the meeting to order and welcomed those in attendance. He thanked the Martins Ferry Senior Center for hosting the meeting and explained that the evening meetings were initiated to bring out residents that don't usually attend the meetings to give them an opportunity for questions and comments.

OPEN PUBLIC FORUM

Mr. Richard Hord questioned the status of the Port Authority Board. Commissioner Probst said that the Commissioners have held an initial meeting with the new PA Board and a second meeting is scheduled for November 7, 2005. He said the board is working on creating its by-laws and a job description for a new Port Authority Director. Commissioner Probst said that promoting economic development is a huge job for one Director in the Department of Development. He continued by explaining that the Port Authority is another avenue to promote development within the county.

Commissioner Thomas explained that a Port Authority Board is an entity under Ohio Law that can be commissioned by the Belmont County Commissioners. The board consists of 5 local business people and their primary purpose is to be an "economic development engine; one that will help create jobs and maintain the current jobs in Belmont County. This is another avenue under Ohio law that allows us as a board to use whatever means we can in a unified effort to create jobs in Belmont County." He further explained that the Port Authority Board is no relation to the Department of Development and that the Port Authority Board has powers under Ohio Law to do things the Department of Development can't- to seek resources-primarily from Columbus-to create jobs in Belmont County. Commissioner Thomas said the Port Authority was originally created in the mid 1970's, had become dormant and was now being revived.

Commissioner Longshaw noted that a combination of federal and state funds are available through the Belmont County Department of Job and Family Services for the operation of the Port Authority and to fund the Director's salary.

Commissioner Probst said the new director will help to obtain and write grants for the county's cities, townships and villages.

Commissioner Thomas said he believes "you can't have enough people in the county working for economic development and helping to channel money from Columbus back to Belmont County. The Port Authority can do that, the Department of Development can't." He continued,"This isn't general fund monies; this is money from the federal government or state of Ohio to be used for creating jobs."

Commissioner Thomas named the five board members that comprise the Port Authority Board: Mr. Dan Jones, Mr. Michael Shucker, Mr. William Knox, Mr. Martin Gould and Ms. Lisa Kay Armann-Blue.

Patty Goletz, county resident, asked about the status of the creek cleaning and funding from the Army Corps of Engineers for the project. Commissioner Thomas reported that the board had a good meeting with the Army Corps and other state and local officials 2 weeks ago, and found out the county has jurisdiction to go into the creeks in some instances. He said "the bad news is that there is no money for the project today but the good news is that all are working for some (funding) in 2006." Ms. Goletz asked if there was an estimate for the project and Commissioner Probst responded that the Army Corps did a study after the floods and estimated \$10 million dollars is needed for removal and disposal of debris including dredging.

Commissioner Probst said the commissioners are calling weekly "to keep the train moving" on this project.

Commissioner Longshaw said that the stream cleaning crews hired with grant monies through the Belmont County DJFS are doing a "great job" and that additional grant monies had just been received to continue the cleanup.

Commissioner Thomas introduced the county officials present including Andy Sutak, Chief Deputy Auditor, Belmont County Auditors Office, Cliff Sligar, 911 Director; Don Pickepaugh, GIS Director; Michael Wallace, Belmont County Floodplain Coordinator; Bruce Pickens, Belmont Senior Services Executive Director. Each individual provided an update on their agency and ongoing projects.

**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. Longshaw, 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>
Elan Financial Services	Misc. travel expenses-General	136.89
Elan Financial Services	Expenses/OSACVSO Fall School/Veterans-General	282.71
Ohio AFSCME Care Plan	Dental & Drug coverage-General	501.00
Mark Thomas	Reimburse travel expenses-General	105.75
Southeastern Clerk's Assoc.	SOMCCA Fall meeting-General	25.00
K-Staples Credit Plan	Supplies-Engineer's MVGT	71.95
Staples Credit Plan	Equipment/supplies-Engineer's MVGT	304.71
Lash Excavating & Paving	Liquid bituminous-Engineer's MVGT	2,358.00
Wells Fargo Payment Ctr	Visa-Engineer's MVGT	608.29
N-Ohio-WV Excavating	BEL 86-3.78 Slip Repair-Engineer's Road & Bridges	8,925.00
P-JJC & Sons Excavating	WWS#3 2000 Waterline Const-Sanitary Sewer	250.00
Bridgeport Water Dept.	Sept misc. service-WWS#1 Sanitary Sewer	19,784.36
American Electric Power	Misc. service/WW#1 Sanitary Sewer	168.65
P-Bridgeport Equip. & Tool LLC	SAR Equipment (Saws, Etc.)-EMA	3,445.88
S-Sargus Juvenile Center	Salaries-BHJD Who I Am Program	3,315.70
Securicom Ltd.	Equipment-BHJD Who I Am Program	2,500.00
Sargus Juvenile Center	Personnel-BJA Congress. Mandated Award	17,717.68
Sunoco, Inc.	Travel-BJA Congress. Mandated Award	387.59
The Times Leader	Contract services-District Detention Home	63.50
SBC	Telephone/Clerk of Courts-Cert of Title Admin	65.32
Belmont County CSEA	IV-D Contract/June, Jul, Aug-Clerk of Courts Computer	3,594.67
West Group Payment Center	Sept Westlaw & Domestic Violence book-Western Court Comp	613.28
Crystal Springs	Water cooler rental, October-Western Court Gen Spec Projects	59.88
Maximus	2006 Software support-Western Court Computer	6,577.00
Diane Day	Court reporting fees-Western Court Gen Spec Projects	75.00
Y-Health Plan	November premium-Insurance	144,637.97
Health Assurance HMO	November premium-Insurance	62,432.15
Health Assurance PPO	November premium-Insurance	170,437.56

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the Recapitulation of Vouchers dated for October 26, 2005 as follows:

FUND	AMOUNT
GENERAL	\$63,961.72, \$14,352.13, \$8,529.37
GENERAL/GASOLINE	\$2,586.01
GENERAL/ATTORNEY FEES	\$7,695.00
GENERAL/EMA	\$553.76
GENERAL/SHERIFF	\$8,451.60
DOG KENNEL	\$2,644.84
H-COUNTY HOME	\$45,621.56
BCDJFS/PA	\$2,956.17, \$1,089.34, \$4,692.98
BCDJFS/CSEA	\$7,227.92
BCDJFS/CHILDREN SERVICES	\$7,574.32, \$206.34
BCDJFS/WIA	\$141,018.08
LITTER CONTROL	\$272.60
K-ENGINEER'S MVGT	\$13,826.32, \$1,678.86
P-OAKVIEW ADMIN BLDG	\$844.54
SATELLITE/EASTERN	\$100.55
SANITARY SEWER	\$56,787.36, \$15,370.63, \$159,950.25, \$19,765.57
S-OHIO VALLEY RECYCLING	\$2,050.39

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BCDJFS CSEA FUND H10

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer within fund for the BCDJFS CSEA Fund H10.

FROM	TO	AMOUNT
H010-H09 Contracts	H310-H08 Hospitalization	\$ 15,000.00
H010-H09 Contracts	H010-H01 Salaries	\$ 20,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BCDJFS/BELMONT CO. WORKFORCE DEVELOPMENT FUND H005

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfer within fund for the BCDJFS/Belmont County Workforce Development Fund H005.

FROM	TO	AMOUNT
H005-H04 Dislocated Worker	H005-H06 Rapid Response	\$ 40,000.00

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE BELMONT COUNTY ENGINEER'S MVGT FUND K00

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfers within fund for the Engineer's MVGT Fund K00.

FROM	TO	AMOUNT
K000-K16 Cont-Projects Roads	K000-K12 Materials Road	\$130,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

IN THE MATTER OF TRANSFERS WITHIN THE BELMONT COUNTY JUVENILE COURT TITLE IV-E REIMB. RANDOM MOMENTS FUND M78

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfers within the Belmont County Juvenile Court Title IV-E Reimb. Random Moments Fund M78.

FROM	TO	AMOUNT
M078-M03 Travel	M078-M01 Salaries	\$.10

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Longshaw	Yes

IN THE MATTER OF MONTHLY TRANSFER OF FUNDS FOR BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer of funds for the Month of October 2005 for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	436.78
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	200.04
P003-P20 LABOR	Y090-Y04 LABOR	0.00

P003-P21 MATERIALS	Y090-Y05 MATERIALS	5,071.52
P003-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	82.24
P003-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	607.53
P003-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P003-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	48,492.26
P003-P27 ADV & PRINTING	Y090-Y04 ADV & PRINTING	0.00
P003-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	0.00
P003-P29 PERS	Y090-Y12 PERS	1,638.55
P003-P30 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P003-P31 OTHER EXPENSES	Y090-Y14 OTHER EXPENSES	4,476.55
P003-P32 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	1,199.15
P003-P35 MEDICARE	Y090-Y18 MEDICARE	223.75
TOTAL		62,428.37
P005-P18 SUPPLIES	Y090-Y02 SUPPLIES	861.17
P005-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	5,878.50
P005-P21 MATERIALS	Y090-Y05 MATERIALS	21,732.90
P005-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	162.37
P005-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	31,972.39
P005-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P005-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	1,051.02
P005-P27 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P005-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	0.00
P005-P29 PERS	Y090-Y12 PERS	6,125.16
P005-P30 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P005-P31 OTHER EXP.	Y090-Y14 OTHER EXP.	171,564.78
P005-P34 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	311,748.94
P005-P35 MEDICARE	Y090-Y18 MEDICARE	625.75
TOTAL		551,722.98
P051-P02 SUPPLIES	Y090-Y02 SUPPLIES	14.08
P051-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P051-P05 MATERIALS	Y090-Y05 MATERIALS	660.31
P051-P06 CONTRACT REP.	Y090-Y06 CONTRACT REP.	1,260.71
P051-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	192.66
P051-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P051-P09 SEWAGE DIS.	Y090-Y08 SEWAGE DIS.	6,526.07
P051-P11 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P051-P12 TRAVEL & EXP	Y090-Y11 TRAVEL & EXP	0.00
P051-P13 PERS	Y090-Y12 PERS	646.14
P051-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P051-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	4,369.93
P051-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	0.00
P051-P35 MEDICARE	Y090-Y18 MEDICARE	231.08
TOTAL		13,900.98
P053-P02 SUPPLIES	Y090-Y02 SUPPLIES	7.96
P053-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P053-P05 MATERIALS	Y090-Y05 MATERIALS	3,902.94
P053-P06 CONTRACT REP.	Y090-Y06 CONTRACT REPAIRS	4,158.92
P053-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	5,032.31
P053-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	3,332.43
P053-P09 SEWAGE DIS.	Y090-Y09 SEWAGE DIS.	20,947.18
P053-P11 ADVER.&PRINTING	Y090-Y10 ADVER.&PRINTING	0.00
P053-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP	0.00
P053-P13 PERS	Y090-Y12 PERS	2,077.61
P053-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P053-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	1,833.00
P053-P16 TRANSFERS OUT	7090-717 TRANSFERS OUT	14,781.20
P053-P35 MEDICARE	Y090-Y18 MEDICARE	134.72
TOTAL		56,208.27
P055-P02 SUPPLIES	Y090-Y02 SUPPLIES	2.34
P055-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P055-P05 MATERIALS	Y090-Y05 MATERIALS	98.42
P055-P06 CONTRACT REPAIRS	Y090-Y06 CONTRACT REPAIRS	828.11
P055-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	916.13
P055-P11 ADVER & PRINTING	Y090-Y07 ADVER & PRINTING	0.00
P055-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	0.00
P055-P13 PERS	Y090-Y12 PERS	266.00
P055-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P055-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	404.49
P055-P35 MEDICARE	Y090-Y18 MEDICARE	35.17
TOTAL		2,550.66
P056-P02 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P056-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	0.00
P056-P09 SEWAGE DISP.	Y190-Y08 SEWAGE DISP.	0.00
P056-P13 PERS	Y090-Y12 PERS	30.61
P056-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P056-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	152.88
P056-P16 TRANSFERS OUT	Y090-Y14 TRANSFERS OUT	0.00
P056-P35 MEDICARE	Y090-Y18 MEDICARE	13.26
TOTAL		196.75

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

**IN THE MATTER OF MEDICARE/
SOCIAL SECURITY CHARGEBACKS FOR SEPTEMBER AND OCTOBER 2005**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following transfer of funds for Medicare and Social Security Chargebacks for September and October 2005.

From M055-M11 99 CCap	to Y091-Y02	62.96
From M060-M27 Care & Custody CCap	to Y091-Y02	133.54
From M060-M63 Care & Custody CCap	to Y091-Y02	58.50
From M060-M73 Care & Custody CCap	to Y091-Y02	7.48
From M064-M04 99 Placement Services	to Y091-Y02	27.42
From M067-M04 Alternative School	to Y091-Y02	117.70
From M074-M01 Title II Grant Drug Ct	to Y091-Y02	37.74
From M077-M02 Supreme Crt Family Drug Ct	to Y091-Y02	58.48
From M078-M02 Title IV-E Reimb Random	to Y091-Y02	111.68
From H150-H12 Litter Control	to Y091-Y02	130.70
From S039-V12 Ohio Valley Recycling	to Y091-Y02	31.16
From S133-S48 Dist.Det.Home	to Y091-Y02	1,547.42
From S036-S10 Gender Specific	to Y091-Y02	0.00
From S078-S12 County Recorder	to Y091-Y02	18.17
From J000-J08 Real Est.Assess.	to Y091-Y02	322.28
From W082-T08 DRETAC/Treas.	to Y091-Y02	0.00
From S077-S02 Corrections Act	to Y091-Y02	99.94
From W081-P08 Pros.DRETAC	to Y091-Y02	59.69
From W080-P08 Pros./Victim Asst.	to Y091-Y02	109.24
From S094-S02 Co. Ct. Probation	to Y091-Y02	0.00
From B000-B10 Dog & Kennel	to Y091-Y02	123.07
From P090-P03 LEPC	to Y091-Y02	11.12
From L101-L12 Soil Conservation	to Y091-Y02	271.88
From G050-G02 Lodging Tax	to Y091-Y02	11.56
From H530-H14 County Home	to Y091-Y02	5,360.17
From E301-E12 County Health	to Y091-Y02	576.14
From E101-E12 County Health	to Y091-Y02	0.00
From T077-T01 IAP	to Y091-Y02	24.11
From T079-T01 Welcome Home	to Y091-Y02	5.99
From F078-F02 Tobacco	to Y091-Y02	11.58
From F076-F01 PH Infrastructure	to Y091-Y02	97.64
From F077-F01 Family Planning	to Y091-Y02	47.53
From F079-F01 Womens Health	to Y091-Y02	22.18
From S149-S63 Mental Health	to Y091-Y02	409.12
From S266-S79 Mental Retardation	to Y091-Y02	5,973.19
From H200-H13 Human Services	to Y091-Y02	8,147.03
From H004-H03 Flood Disaster	to Y091-Y02	1,786.23
From H000-H16 Summer Youth Prog	to Y091-Y02	0.00
From H210-H08 CSEA	to Y091-Y02	853.55
From K100-K10 MVGT K-2	to Y091-Y02	417.72
From K100-K24 MVGT K-11	to Y091-Y02	1,967.47
From K100-K37 MVGT K-25	to Y091-Y02	626.44
From Y090-Y18 Water/Sewer	to Y091-Y02	1,263.73
From Y075-T02 WIC	to Y091-Y02	225.36
From T075-T52 WIC	to Y091-Y02	195.48
From S079-S08 Clerk of Crts.Title	to Y091-Y02	151.26
From S430-S66 Oakview Juvenile	to Y091-Y02	865.15
From S430-S16 Oakview Juvenile	to Y091-Y02	0.00
From S028-S55 Aftercare	to Y091-Y02	0.00
From S084-S13 Eastern Comp.	to Y091-Y02	0.00
From S082-S13 Western Comp.	to Y091-Y02	2.72
From S083-S13 Northern Comp.	to Y091-Y02	0.00
From S088-S05 Western Spec Proj	to Y091-Y02	34.31
From S086-S05 Northern Spec Proj	to Y091-Y02	21.76
From S087-S05 Eastern Spec Proj	to Y091-Y02	10.62
From S089-S01 Common Pleas Spec.	to Y091-Y02	3.30
From S074-S03 Mediation	to Y091-Y02	131.53
Total		32,583.04

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

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

Motion made by Mr. Longshaw, seconded by Mr. Thomas 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 October 5, 2005.

GENERAL FUND

A401-A11 Other Expenses \$10,316.50 (Proceeds from the 2005 County Auction)

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

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

Motion made by Mr. Longshaw, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 14, 2005.

A004-B13 Contract Repairs \$4,309.87 *CORSA REIMBURSEMENT FOR LIGHTNING DAMAGE AT COURTHOUSE*

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE K00 MVGT ENGINEER FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas 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 October 26, 2005.

K00 MVGT FUND

K000-K12 Materials Road \$100,000.00

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE GENERAL FUND SUPPLEMENT EQUIPMENT/
RECORDERS FUND S78**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 4, 2005.

S78 GEN FUND SUPPLEMENT EQUIPMENT/RECORDERS

S078-S08 Contract Services \$21,941.14

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

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

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

ENGINEER'S DEPT: Mike Wahl, Don Pickenpaugh and Shereza O'Hara to Columbus, Ohio, December 11-14, 2005 for the CCAO/CEAO Annual Winter Conference. Estimated expenses: \$675.00

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

**IN THE MATTER OF REQUESTING
CERTIFICATION OF MONIES**

Motion made by Mr. Thomas, seconded by Mr. Probst requesting certification of monies by the Budget Commission as follows:

GENERAL FUND: Total amount of \$ 8,505.30 as follows: Paid in July, August and September 2005 (A113-C00 \$5,286.30 and A213-C00 \$3,219.00)/Common Pleas Court Probation Fees

DOG AND KENNEL FUND: Total \$5,000.00-Partial repayments of cash advances from the General Fund made in the year 2004, paid into B000-B07 on October 19, 2005.

CDBG FUND: Total \$63,012.00-\$6,838.00 paid into T011-T05 Drawdown #314, Grant B-C-03-007-2 and \$56,174 paid into T011-T01, Drawdown #315, Grant #B-F-04-007-1

Total \$50,000.00-paid into T011-T01, Drawdown #316, Grant #B-F-04-007-1

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

**IN THE MATTER OF AUTHORIZING
AUDITOR JOSEPH PAPPANO TO ESTABLISH
A NEW FUND FOR THE BELMONT COUNTY COMMON PLEAS COURT**

Motion made by Mr. Thomas, seconded by Mr. Probst authorizing Belmont County Auditor Joseph A. Pappano to establish a new fund for the Belmont County Common Pleas Court entitled:

Courtroom Equipment Fund

Please provide the necessary appropriation and revenue line items as needed for this fund.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

**IN THE MATTER OF AUTHORIZING
AUDITOR JOSEPH PAPPANO TO ESTABLISH
A NEW FUND FOR THE SARGUS JUVENILE DISTRICT DETENTION HOME**

Motion made by Mr. Thomas, seconded by Mr. Probst authorizing Belmont County Auditor Joseph A. Pappano to establish a new fund for the Sargus Juvenile District Detention Home entitled:

Sargus Juvenile Center-Camera System

Please provide the necessary appropriation and revenue line items as needed for this fund.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

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

Motion made by Mr. Probst, seconded by Mr. Thomas to execute payment of Then and Now Certification dated October 19, 2005 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Thomas Yes
Mr. Longshaw Yes

**IN THE MATTER OF APPROVING PAY REQUISITION NO. 5
FOR THE FLUSHING WATER PUMPING STATION PROJECT/
BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve and sign Pay Requisition No. 5 for the Belmont County Sanitary Sewer District Flushing Water Pumping Station project as follows based upon the recommendation of Jeffrey Vaughn, Project Engineer, and David Grum, Project Consultant.

- o The James White Construction Co. \$ 66,119.94
- o Vaughn, Coast & Vaughn, Inc. \$ 6,175.00

Note: Contract amount complete = 93.40%

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

**IN THE MATTER OF ENTERING INTO
CONTRACT WITH BBR DRILLING
ON BEHALF OF BELMONT COUNTY ENGINEER
FOR PROJECT 05-9 SLIP REPAIR (COUNTY HIGHWAY 18)**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into a contract on behalf of the Belmont County Engineer with BBR DRILLING COMPANY, Belmont, Ohio, for Project 05-9 Slip Repair, County Highway 18 (Lansing-Cheermont Road), in the amount of \$299,925.12. Note: Funding Sources FEMA 75%, OEMA and MVGT 12 1/2 %

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
PROJECT 05-9 SLIP REPAIR
COUNTY HIGHWAY 18 (LANSING-CHEERMONT ROAD)**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 26TH day of October, 2005 between BBR DRILLING COMPANY 41462 Palmer Road, Belmont, Ohio 43718 and Charles Probst, Mark Thomas and Gordie Longshaw, Commissioners of Belmont County, WITNESSETH that said BBR DRILLING COMPANY hereby agrees to furnish all service, labor, material and equipment and do all work requisite necessary to repair roadway slip area along County Highway 18 (Lansing-Cheermont Road) and other related work in accordance with 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.	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1591 CY	UNCLASSIFIED EXCAVATION INCL. ROCK AND/OR SHALE	\$5.00	\$7,955.00
1591 CY	GRANULAR BACK FILL	\$2.00	\$3,182.00
2000 LF	HP 14 X 89 STEEL PILING, FURNISHED, DRILLED, ENCASED IN CONCRETE	\$104.75	\$209,500.00
358 EA	6" X 24" X 56" REINFORCED CONCRETE LAGGING	\$131.14	\$46,948.12
30 LF	24" DIAMETER CULVERT, TYPE B	\$25.00	\$750.00
400 LF	GUARDRAIL, TYPE 5	\$20.00	\$8,000.00
121 CY	301 ASPHALT CONCRETE BASE COURSE	\$140.00	\$16,940.00
13 CY	448 ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1	\$175.00	\$2,275.00
25 CY	448 ASPHALT CONCRETE SURFACE COURSE TYPE 1	\$175.00	\$4,375.00
	TOTAL		\$299,925.12

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 BBR DRILLING 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 BBR DRILLING COMPANY
Charles R. Probst, Jr. /s/ BY: Paul C. Balcar /s/

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Longshaw Yes
Mr. Thomas Yes

**IN THE MATTER OF APPROVING AND SIGNING
ODOT PRELIMINARY LEGISLATION FOR FEDERAL HIGHWAY
ADMINISTRATION EMERGENCY PROJECTS/JANUARY 2005 EVENT/
BELMONT COUNTY ENGINEER**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve and sign the Preliminary Legislation authorizing the Ohio Department of Transportation to complete the 13 projects listed below, based upon the recommendation of Mr. Fred Bennett, Belmont County Engineer.

Note: These projects are under the Federal Highway System. The County agrees to assume and bear the entire cost of the improvement less the amount of Federal Funds set aside by the Director of Transportation for financing the improvement from funds allocated by the Federal Highway Administration for Emergency Relief. Funding will be made available at 100% of project costs for the first 180 days after the declared disaster date. Funding will be made available at 80% for any remaining costs incurred after the 180-day deadline.

PRELIMINARY LEGISLATION-Participatory

Rev. 6/26/00

Ordinance/Resolution# _____
PID No. 79704
County/Route/Section Bel-CR 4-4.64

The following is (Ordinance /Resolution) enacted by the Board of County Commissioners of Belmont County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Being the repair of a slide affecting both sides of the roadway. Work is to include debris removal, excavation, wall construction and rock fill on County Road 4 (Sand Hill Road). Project is located 1.89 miles south of SR149, also identified as FHWA Disaster No. OH-05-01, DSR No. Bel-031.

Ordinance/Resolution# _____
PID No. 79702
County/Route/Section Bel-CR 4-5.03

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Being the repair of a slide including embankment restoration, wall construction and pavement repair on County Road 4 (Sand Hill Road). Project is located 1.5 miles south of SR149, also identified as FHWA Disaster No. OH-05-01, DSR No. Bel-041.

Ordinance/Resolution# _____
PID No. 79714
County/Route/Section Bel-CR 4-7.62

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Being the repair of a slide including wall construction or embankment restoration on County Road 4 (Willow Grove Road). Project is located 0.8 miles northwest of SR149, also identified as FHWA Disaster No. OH-05-01, DSR No. Bel-032.

Ordinance/Resolution# _____
PID No. 79713
County/Route/Section Bel-CR 4-7.72

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Being the repair of a large slide encroaching on the roadway. Work is to include earthwork, debris removal, seeding and mulching, fence and pavement restoration on County Road 4 (Willow Grove Road). Project is located 0.9 miles northwest of SR149, also identified as FHWA Disaster No. OH-05-01, DSR No. Bel-033.

Ordinance/Resolution# _____
PID No. 79711
County/Route/Section Bel-CR 4-8.05

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Being the repair of a slide below the roadway including earthwork and wall construction on County Road 4 (Willow Grove Road). Project is located 1.23 miles northwest of SR149, also identified as FHWA Disaster No. OH-05-01, DSR No. Bel-034.

Ordinance/Resolution# _____
PID No. 79710
County/Route/Section Bel-CR 4-9.11

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Being the repair of a slide adjacent to the wingwall of a bridge. Work is to include earthwork, erosion control, and guardrail repair on County Road 4 (Willow Grove Road). Project is located 2.3 miles northwest of SR149, also identified as FHWA Disaster No. OH-05-01, DSR No. Bel-035.

Ordinance/Resolution# _____
PID No. 79708
County/Route/Section Bel-CR 4-9.68

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Being the repair of a slide and embankment scour adjacent to McMahon Creek. Work is to include wall reconstruction, excavation, embankment stabilization, and removal of an abandoned abutment on County Road 4 (Willow Grove Road). Project is located 2.9 miles northwest of SR149, also identified as FHWA Disaster No. OH-05-01, DSR No. Bel-036.

Ordinance/Resolution# _____
PID No. 79705
County/Route/Section Bel-CR 4-10.18

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Being the repair of a slide adjacent to McMahon Creek including, excavation and embankment stabilization on County Road 4 (Willow Grove Road). Project is located 3.4 miles northwest of SR149, also identified as FHWA Disaster No. OH-05-01, DSR No. Bel-037.

Ordinance/Resolution# _____
PID No. 79716
County/Route/Section Bel-CR 10-9.93

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Being the repair of an uphill slide which is causing pavement distortion. Work is to include excavation, embankment stabilization, and pavement and shoulder restoration on County Road 10 (Fairpoint - Maynard Road). Project is located 0.75 mile east of SR 9, also identified as FHWA Disaster No. OH-05-01, DSR No. Bel-040.

Ordinance/Resolution# _____
PID No. 79717
County/Route/Section Bel-CR 10-10.18

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Being the repair of a slide including, excavation, earthwork (benching), embankment stabilization, drainage restoration and guardrail repair on County Road 10 (Fairpoint - Maynard Road). Project is located 1 mile east of SR 9, also identified as FHWA Disaster No. OH-05-01, DSR No. Bel-039.

Ordinance/Resolution# _____
PID No. 79721
County/Route/Section Bel-CR 82-2.08

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Being the repair of a downhill slide which is encroaching into the pavement. Work is to include excavation, embankment stabilization or wall construction, and pavement repair on County Road 82 (Airport Road). Project is located 1.08 miles south of US 40, also identified as FHWA Disaster No. OH-05-01, DSR No. Bel-038.

Ordinance/Resolution# _____
PID No. 79558
County/Route/Section Bel-CR 214-2.42

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Being the repair of a downhill slide including embankment stabilization, pavement repair and guardrail reconstruction on County Road 214 (High Ridge Road). Project is located 0.41 miles east of CR 30, also identified as FHWA Disaster No. OH-05-01, DSR No. Bel-030.

Ordinance/Resolution# _____
PID No. 79557
County/Route/Section Bel-CR 214-2.29

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Being the repair of a downhill slide including embankment stabilization and guardrail repair on County Road 214 (High Ridge Road). Project is located 0.25 miles east of Dixon Hill Road, also identified as FHWA Disaster No. OH-05-01, DSR No. Bel-029.

NOW THEREFORE, be it ordained by the Board of County Commissioners of Belmont County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The County agrees to assume and bear the entire cost of the improvement less the amount of Federal Funds set aside by the Director of Transportation for financing the improvement from funds allocated by the Federal Highway Administration for Emergency Relief. Funding will be made available at 100% of project costs for the first 180 days after the declared disaster date. Funding will be made available at 80% for any remaining costs incurred after the 180 day deadline.

In addition, the County also agrees to assume and bear 100% of the cost of any construction items requested by the County on the entire improvement, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V - Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public purposes.

SECTION VI - Authority to Sign

The County Engineer of said Belmont County is hereby empowered on
(Contractual Agent) (LPA)

behalf of the Board of County Commissioners to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: October 26, 2005.
(Date)

Attested: Darlene Pempek /s/
(Clerk)

Commissioners of Belmont County, Ohio
Mark A. Thomas /s/

Attested: Darlene Pempek /s/
(Clerk)

Gordie W. Longshaw /s/

Attested: Darlene Pempek /s/
(Clerk)

Charles R. Probst, Jr. /s/

This resolution is hereby declared to be an emergency measure to expedite the
(Ordinance/Resolution)

highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

**IN THE MATTER OF ENTERING INTO
CONTRACT WITH J&J REFUSE ON BEHALF OF
BCDJFS FOR STREAM FLOOD DEBRIS REMOVAL/
WIA FLOOD GRANT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into contract with J&J Refuse, Inc., on behalf of the Belmont County Department of Job & Family Services, for the replacement of trash containers and disposal of debris and waste material removed from streams by WIA Flood Grant crews. Contract effective date November 1, 2005 through May 31, 2006, maximum amount of contract shall not exceed \$15,013.00.

Note: Cost of container is \$175 regardless of location; landfill cost is \$34/ton; one-time delivery fee of \$75. Pickup and delivery will be scheduled on Mondays, Wednesdays, or Fridays.

The State requires DJFS to obtain new quotes for services and purchases under the new flood grant (Oh-14). Quotes were obtained by telephone with J & J Refuse providing the lowest cost for services.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract**

Whereas, this contract, entered into on this 1st day of November, 2005, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the J & J Refuse, Inc. (hereinafter "Contractor"), is for the purchase of the performance of the following services: placement of trash containers and disposal of debris and waste material removed from streams by the crews working on the Flood Grant to the landfill; that meet the requirements and standards of the Workforce Investment Act (WIA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Investment Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide for the placement of trash containers and disposal of debris and waste material removed from streams by the crews working on the Flood Grant to the landfill (CFDA # 17.260).

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1074

Contractor: J & J Refuse, Inc.
P.O. Box 760
Cambridge, OH 43725
330-340-9926
740-695-3550

III CONTRACT PERIOD

This contract and its terms will become effective on November 1, 2005. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is May 31, 2006.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Debris and Trash

Any material that can be disposed of legally at a licensed landfill.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

WIA

WIA is the Workforce Investment Act.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. Contractor is responsible for placement, movement and emptying of trash containers at locations requested by the Purchaser. Cost of the container is \$175.00 regardless of the location and the landfill cost shall be \$34.00 per ton. There will be a one time delivery fee of \$75.00. Pickup and delivery will be scheduled on Mondays, Wednesdays, or Fridays.
2. Contractor shall employ the necessary staff to operate the program.
3. Contractor shall meet all service requirements of this contract.
4. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
5. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
6. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser will notify Contractor where to place the containers and when they need to be moved and/or emptied. Deliveries and pickups will be scheduled on Monday, Wednesday, or Friday.
2. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
3. Purchaser will pay all costs related to providing for placement, movement and emptying of containers.
4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide for placement, movement and emptying of trash containers to allow for the disposal of debris and garbage by the crews of the Belmont County Flood Grant.

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards: timely placement, moving and emptying of containers where and when requested by the Purchaser.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. The invoice should indicate the number of containers and the amount of tonnage charged to the Purchaser. This invoice is due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity. Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Investment Act National Emergency Disaster Grant Funds (CFDA#17.260). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$15,013.00**.

All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for placement, movement and emptying of trash containers for the Disaster Flood Grant. Cost of container will be \$175.00 per container and a landfill cost of \$34.00 per ton. There is also a one time delivery charge of \$75.00.

ACTIVITY	TOTAL COST
Trash Container and debris disposal	\$15,013.00
TOTAL COST:	\$15,013.00
MAXIMUM WIA DISASTER GRANT, OH-14, AUTHORIZED REIMBURSEMENT AMOUNT:	\$15,013.00
TOTAL CONTRACT AMOUNT:	\$15,013.00

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract.

Audits may be conducted using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

XII WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract, and keep in full effect, Worker’s Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement, and at Contractor’s expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract. Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications. Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Investment Board's policy in the performance of work under this contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and

all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Investment Board.

XX ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser.

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties. Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Workforce Investment Area 16 Workforce Investment Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Investment Area 16 Workforce Investment Board

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws.

Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

XXXVIII ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

XXXX SIGNATURES

Dwayne Pielech/mk /s/ 10/26/05

Dwayne D. Pielech, Director **Date**

Belmont County Department of Job and Family Services **Date**

Mark A. Thomas /s/ 10/26/05

Belmont County Commissioner **Date**

Charles R. Probst, Jr. /s/ 10/26/05

Belmont County Commissioner **Date**

_____ **Date**

Belmont County Commissioner **Date**

Colleen Norman 10/21/05

Colleen Norman **Date**

J & J Refuse, Inc. **Date**

Robert Quirk /s/ 10/26/05

Approved as to form: **Date**

Belmont County Prosecutor **Date**

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Yes

IN THE MATTER OF ENTERING INTO RENEWAL AGREEMENT WITH BELMONT TECHNICAL COLLEGE FOR DAYCARE TRAINING PROGRAM/BCDJFS

Motion made by Mr. Longshaw, seconded by Mr. Probst to enter into a renewal of the Daycare Training Program agreement with Belmont Technical College, on behalf of the Belmont County Department of Job & Family Services, effective October 28, 2005 through May 30, 2006; maximum allowable amount shall not exceed \$2,450.00.

Note: This program provides training for present and future daycare providers. Last year's contract was in the amount of \$2,100.00

October 26, 2005

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AGREEMENT**

This contract is made and entered into as of this 12th day of October, 2005 by and between the Belmont County Department of Job and Family Services (hereinafter referred to as Department) and Belmont Technical College doing business at 120 Fox-Shannon Place, St. Clairsville, Ohio 43950 (hereinafter referred to as Provider).

PURPOSE

Subject to the terms and conditions set forth in the Agreement and the attached Exhibit (such exhibit is deemed to be a part of this Agreement as fully as it is set forth herein), the Department agrees to purchase and the Provider agrees to deliver those services as described in said Exhibit for the Daycare Training Program.

AGREEMENT PERIOD

This Agreement will be effective from October 28, 2005 through May 30, 2006, unless otherwise terminated.

COST

Cost to the Department for services provided shall not exceed \$2,450.00 (two thousand four hundred fifty dollars) within the Agreement period.

PAYMENT FOR SERVICES

The Provider shall submit itemized invoices detailing services provided. Invoices must be received before the tenth of the month in order for the Provider to receive payment in that month. Department will provide reimbursement within 30 days of receipt of billing or as soon as County Auditor process payment. Payment for all services provided in accordance with the provisions of this agreement is contingent upon the availability of Federal and State funds.

CIVIL RIGHTS

Department and Provider agree that as a condition of this Agreement, there shall be no discrimination against any individual because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the Provider will comply with all subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all person served under this Agreement.

TERMINATION

In the event that the Provider does not faithfully and promptly perform his/her responsibilities and obligations under this Agreement, as determined by the Department, the Department may terminate the Agreement by providing the Provider with written notice 30 days in advance of the termination date. In the event that the Department does not faithfully and promptly perform its responsibilities and obligations under this Agreement, the Provider may terminate the Agreement by providing the Department with written notice 30 days in advance of the termination date.

AMENDMENT OF CONTRACT

This contract may be amended at any time during the Agreement period by a written addendum signed by both parties.

CONFIDENTIALITY

To the extent provided by Ohio public record laws, the Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.

SIGNATURES

<u>Dwayne D. Pielech /s/</u>	<u>10/17/05</u>
Dwayne D. Pielech, Director	Date
Belmont County Department of Job and Family Services	
<u>Joseph E. Bukowski /s/</u>	<u>10/20/05</u>
Dr. Joseph Bukowski, President	Date
Belmont Technical College	
<u>Rebecca J. Kurtz, Ph.D. /s/</u>	<u>10/17/05</u>
Dr. Rebecca Kurtz	Date
Vice Pres of Learning & Student Success	
<u>John S. Koucoumaris /s/</u>	<u>10/17/05</u>
John Koucoumaris	Date
Vice-Pres. of Administrative Affairs	
<u>Timothy Houston /s/</u>	<u>10/20/05</u>
Timothy Houston	Date
Dean of Student Services	
<u>Mark A. Thomas /s/</u>	<u>10/26/05</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>10/26/05</u>
Belmont County Commissioner	Date
_____	_____
Belmont County Commissioner	Date
<u>Chris Berhalter /s/</u>	<u>10/20/05</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ENTERING INTO
GRANT AGREEMENT NO. B-C-05-007-1 WITH STATE OF OHIO DOD
FOR CDBG COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP)**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into a grant agreement (Grant # B-C-05-007-1) with the State of Ohio Department of Development, for the CDBG Community Housing Improvement Program in the amount of \$206,000, to be administered and monitored by Bel-O-Mar Regional Council, for the period beginning September 1, 2005 and ending October 31, 2007.

Note: For the purpose of receiving, administering, and disbursing 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.

Project Description:

Belmont County will provide funds to repair 13 owner occupied units. In addition 8 households will be provided down payment assistance/rehabilitation funds. The county will also provide emergency housing /rental assistant payments to 15 households. Lastly, the county will provide funds to Habitat for Humanity to construct 1 new unit. These funds will benefit households at 65% or below the area median income.

**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-05-007-1

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 Commissioners**, located at **101 West Main Street, St. Clairsville, Ohio 43950**, (hereinafter variously referred to as the "Grantee"), for the period beginning **September 1, 2005** and ending **October 31, 2007**.

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. The 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. The Grantee has submitted an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, to the Grantor 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. Grant of Funds. The Grantor hereby grants funds to the Grantee in the amount of **Two Hundred Six Thousand Dollars and no cents (\$206,000)** (the "Funds"), for the sole and express purpose of providing for the performance of the **CDBG Community Housing Improvement Program**, and shall undertake the Projects as set forth in Attachment A, "Scope of Work", which is attached hereto and made a part hereof. The grant of 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. The Grantee shall undertake the Projects and activities as set forth in Attachment A. The 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 Funds. The 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 Funds shall be remitted to HUD, as specified by the Grantor. If the Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Funds exceeds the eligible costs of the Projects, 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. The Grantee shall not pledge the Funds as security for any loan or debt of any kind other than that described in this Agreement. The 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 as stated in the opening paragraph of this Agreement. The Grantee shall not incur any expenses to be reimbursed with the Funds except during the term of this Agreement.

5. Payment of Funds. Payment to the Grantee of the Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." The 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 Funds. The Funds shall be deposited and maintained in a separate account upon the books and records of the Grantee (the "Account"). The 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. Failure to comply with this requirement may allow Grantor to withhold payment allocation requests until such compliance is demonstrated.

7. Reporting Requirements. The Grantee shall submit to the Grantor the reports required in Attachment C. The Grantee shall submit to the Grantor a final narrative report detailing the results of the Project and the total expenditure of the Funds. 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. The 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. The 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 and all other relevant information. 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, the Grantee shall, at its own cost and expense, segregate all such records related to the Project 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. The Funds shall be audited according to the requirements of OMB Circular A-133. In addition, grantees must follow the guidelines provided in the Office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. All audited Grantees 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 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 expends \$300,000 or more of federal funds in a fiscal year, 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. The Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. General Accounting 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. The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. The 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. The 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. The Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work prescribed herein (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 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 projects 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, 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 Funds. The 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. The 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 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. The 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 is complete and accurate.
- c. Failure of the Grantee to use the 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. Indemnification. The Grantee agrees to indemnify and to hold the Grantor and State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement and Grantee's performance of the obligations or activities in furtherance of the Project which are attributable to the Grantee's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by the Grantee, or joint venturers while acting under this Agreement. Such claims shall include, but are not limited to, any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. The Grantee shall bear all costs associated with defending the Grantor and the State of Ohio against any claims.

If Grantee is a "Subdivision" or "Taxing Unit," as defined by Ohio Rev. Code §5705.01, the maximum amount of indemnification shall be limited to the amount of Funds received under this Agreement. Any Grantee that is a Subdivision or Taxing Unit also certifies, by the signature of its fiscal officer on this Agreement or by the fiscal officer's certificate attached hereto, that the amount required to meet Grantee's obligation under this indemnification clause has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriated fund free from any previous encumbrances. Grantee also acknowledges by signing this Agreement that the Funds received under the Agreement are sufficient consideration to support this obligation.

21. Adherence to State and Federal Laws, Regulations. The Grantee agrees to comply with all applicable federal, state, and local laws, regulations, directives, guidelines, approved state plans, or the Handbook in the performance of the Projects and the Scope of Work. Grantee accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement. The 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.

22. Outstanding Liabilities. The 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. The 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(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

24. 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
 - 2. In case of the Grantee, to:
Charles R. Probst Jr., President
Belmont County Commissioners
101 West Main Street
St. Clairsville, Ohio 43950
- 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:	GRANTOR:
Belmont County	State of Ohio-Department of Development
By: <u>Mark A. Thomas /s/</u>	By: <u>Bruce Johnson /s/</u>
	Lt. Governor Bruce Johnson
Title: <u>President, Board of Commissioners</u>	Director of Development
Date: <u>October 26, 2005</u>	Date: _____

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ENTERING
INTO GRANT AGREEMENT NO. B-C-05-007-2
WITH STATE OF OHIO DOD FOR CHIP HOME INVESTMENT
PARTNERSHIP PROGRAM**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into a grant agreement (Grant # B-C-05-007-2) with the State of Ohio Department of Development for the Community Housing Improvement Program HOME Investment Partnership Program, to be administered, and monitored by Bel-O-Mar Regional Council for the period beginning September 1, 2005 and ending October 31, 2007.

Note: The grant is in the amount of \$314,000 and is for the sole and express purpose of providing for the performance of the HOME Investment Partnerships Program (for housing activities to units of general local government in Ohio)

Project Description:

Belmont County will provide funds to repair 13 owner occupied units. In addition 8 households will be provided down payment assistance/rehabilitation funds. The county will also provide emergency housing /rental assistant payments to 15 households. Lastly, the county will provide funds to Habitat for Humanity to construct 1 new unit. These funds will benefit households at 65% or below the area median income.

**STATE OF OHIO
HOME INVESTMENT PARTNERSHIPS PROGRAM
COMMUNITY HOUSING IMPROVEMENT PROGRAM
CFDA No. 14.239
GRANT AGREEMENT**

F.T.I. Number: **346000236**

Grant Number: **B-C-05-007-2**

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 Commissioners**, located at **101 West Main Street, St. Clairsville, Ohio 43950**, (hereinafter variously referred to as the "Grantee"), for the period beginning **September 1, 2005** and ending **October 31, 2007**.

BACKGROUND INFORMATION

A. Pursuant to the provisions of the Cranston-Gonzalez National Affordable Housing Act (NAHA), 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 through the HOME Investment Partnerships Program ("HOME") and has made available a grant to the State of Ohio through the Grantor.

B. The Grantor, through its Division of Community Development, has been designated and empowered to receive, administer and disburse HOME funds for housing activities to units of general local government in Ohio.

C. The Grantee has submitted an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, to the Grantor 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. Grant of Funds. The Grantor hereby grants funds to the Grantee in the amount of **Three Hundred Fourteen Thousand Dollars and no cents (\$314,000)** (the "Funds"), for the sole and express purpose of providing for the performance of the **HOME Investment Partnerships Program**, and shall undertake the Projects as set forth in Attachment A, "Scope of Work", which is attached hereto, made a part hereof and incorporated herein by reference. The grant of 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. The Grantee shall undertake the Projects and activities as set forth in Attachment A. The Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and request 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 Funds. The Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A and 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 Funds shall be remitted to HUD, as specified by the Grantor. If the Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Funds exceeds the eligible costs of the Project, 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. The Grantee shall not pledge the Funds as security for any loan or debt of any kind other than that described in this Agreement. The 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 as stated in the opening paragraph of this Agreement. The Grantee shall not incur any expenses to be reimbursed with the Funds except during the term of this Agreement.

5. Payment of Funds. Payment to the Grantee of the Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." The 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 Funds. The Funds shall be deposited and maintained in a separate account upon the books and records of the Grantee (the "Account"). The Grantee shall keep all records of the Account in a manner which 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. Failure to comply with this requirement may allow Grantor to withhold payment allocation requests until such compliance is demonstrated.

7. Reporting Requirements. The Grantee shall submit to the Grantor the reports required in Attachment C. The Grantee shall submit to the Grantor a final narrative report detailing the results of the Project and the total expenditure of the Funds. All records of the Grantee shall be maintained in accordance with the HOME Program recordkeeping requirement set forth in 24 CFR 92.508.

8. Grantee Requirements. The 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. The 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 and all other relevant information. 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, the Grantee shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation.

10. Inspections. At any time during normal business hours upon ten (10) days written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere 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. The Funds shall be audited according to the requirements of OMB Circular A-133. In addition, grantees must follow the guidelines provided in the Office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. All auditees 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 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 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. The Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. General Accounting 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. The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. The 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. The 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. The Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work prescribed herein (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 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 projects 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, 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 Funds. The 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. The 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 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. The 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 including noncompliance by a subrecipient of any program regulations.
- b. Failure of the Grantee to submit reports that is complete and accurate.
- c. Failure of the Grantee to use the 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. Indemnification. The Grantee agrees to indemnify and to hold the Grantor and State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement and Grantee's performance of the obligations or activities in furtherance of the Project which are attributable to the Grantee's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by the Grantee, or joint venturers while acting under this Agreement. Such claims shall include, but are not limited to, any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. The Grantee shall bear all costs associated with defending the Grantor and the State of Ohio against any claims.

If Grantee is a "Subdivision" or "Taxing Unit," as defined by Ohio Rev. Code §5705.01, the maximum amount of indemnification shall be limited to the amount of Funds received under this Agreement. Any Grantee that is a Subdivision or Taxing Unit also certifies, by the signature of its fiscal officer on this Agreement or by the fiscal officer's certificate attached hereto, that the amount required to meet Grantee's obligation under this indemnification clause has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriated fund free from any previous encumbrances. Grantee also acknowledges by signing this Agreement that the Funds received under the Agreement are sufficient consideration to support this obligation.

21. Adherence to State and Federal Laws, Regulations. The Grantee agrees to comply with all applicable federal, state, and local laws, regulations, directives, guidelines, and approved state plans in the conduct of the work hereunder. Grantee accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement. The 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.

22. **Affordability and Income Targeting.** The Grantee must ensure that Projects assisted with HOME funds will meet the affordability requirements - outlined in 24 CFR Part 92.252 and/or 92.254, as applicable, and as referenced in Attachment B of this Agreement.

23. **Repayments.** All repayments, interest income, or return on investments which are a result of HOME assistance provided by the Grantee under this Agreement, and which are received by the Grantee, must be returned to the Grantor unless the Grantee obtains prior approval from the Grantor to use these funds for a specified HOME eligible activity.

24. **Uniform Administrative Requirements.** The Grantee must comply with uniform administrative requirements, as described in 24 CFR Part 92.505.

25. **Project Requirements.** All Projects and units assisted with HOME funds must meet the requirements set forth in 24 CFR Part 92 Subpart F - Project Requirements.

26. **Property Standards.** The Grantee must ensure that housing assisted with HOME funds is in compliance with Section 8 Housing Quality Standards and local housing code requirements as outlined in 24 CFR Part 92.251.

27. **State Recipient Responsibilities for Written Agreements.** The Grantee must ensure that entities receiving HOME assistance comply with HOME regulations by including language in each written agreement for HOME assistance as outlined in 24 CFR 92.504 and also included in Attachment B, Special Conditions.

28. **Conditions for Religious Organizations.** The Funds used in connection with any religious organization must comply with the provisions of 24 CFR Part 92.257.

29. **Outstanding Liabilities.** The 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.

30. **Falsification of Information.** The 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(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

31. **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

2. In case of the Grantee, to:
Charles R. Probst Jr., President
Belmont County Commissioners
101 West Main Street
St. Clairsville, Ohio 43950

f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications. 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 day and year first above written.

GRANTEE:
Belmont County
By: Mark A. Thomas /s/

GRANTOR:
State of Ohio-Department of Development
By: Bruce Johnson /s/
Lt. Governor Bruce Johnson
Director of Development

Title: President, Board of Commissioners
Date: October 26, 2005

Date: _____

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Longshaw Yes
Mr. Thomas Yes

**IN THE MATTER OF ENTERING INTO
GENERAL TRADES CONTRACT WITH BEDWAY DEVELOPMENT CORP.
FOR THE BELMONT COUNTY EMERGENCY SERVICES
BUILDING EXPANSION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into the general trades contract with Bedway Development Corporation, Belmont, Ohio, in the amount of \$305,000.00 for the Belmont County Emergency Services Building Expansion Project, construction of a 4056 sq. ft. slab-on-grade, masonry and wood-framed building.

Note: This project was originally bid June 1, 2005 and re-bid on September 14, 2005 – It is being funded through partnerships with FEMA/OEMA and county funds. Total project cost is \$416,143 .00 – Belmont County has been awarded a grant through the Ohio EMA in the amount of \$136,651.00 and a grant through the Department of Development in the amount of \$68,326.00 – the balance will be paid from the county's Capital Project Reserve Fund.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
where the basis of payment is a STIPULATED SUM**

AGREEMENT made as of the Nineteenth day of October in the year 2005,

BETWEEN the Owner: Belmont County Commissioners, Belmont County Courthouse, 101 W. Main Street, St. Clairsville, Ohio 43950

And the **Contractor: Bedway Development, 67887 N. Pancoast Rd., Belmont, OH 43718**

The Project is: Belmont County Emergency Services Operations Center, 68329 Bannock Road, St. Clairsville, OH 43950

The Architect is: Larry A. Siebieda, 3201 Belmont St., Suite 709, Bellaire, OH 43906

The Owner and Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

The date will be fixed in a Notice To Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contract shall achieve Substantial Completion of the entire Work not later than **One hundred fifty*** days from the date commencement, or as follows:

***See attached letter (Bedway Development)**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated damages shall be assessed at \$250.00 a day as noted in the Supplementary Conditions.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Three hundred and five thousand Dollars (\$305,000.00)**, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

4.3 Unit prices, if any, are as follows:

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Provided that an Application for Payment is received by the Architect not later than the **15th** day of a month, the Owner shall make payment to the Contractor not later than the **15th** day of the **following** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than _____ days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Ten** percent (**10%**). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Ten** percentage (**10%**);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

Retainage may be reduced at the discretion of the Owner.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

7.3 The Owner's representative is:

Richard Quinlin	Larry Siebieda
410 Fox-Shannon Place	3201 Belmont St., Suite 709
St. Clairsville, OH 43950	Bellaire, OH 43906

7.4 The Contractor's Representative is:

Jon Bedway
67887 N. Pancoast Rd.
Belmont, OH 43718

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract

for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated August 29, 2005 and are as follows:

Document	Title	Pages
Project Manual for Belmont County Emergency Operations Center	Supplementary Conditions Belmont Co. Bid Documents	Supp. Conditions-1,2,3,4,5, Belmont Co. Bid Documents

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

Section	Title	Pages
01000, 01027, 01100, 01300, 01500, 01700, 02100, 02200, 02520, 02700, 03300, 04200, 05120, 05521, 07610, 07901 08111, 08710, 08800, 09512, 09650, 09680, 09900, 10155, 10425, 10800, 15400, 15500, 16000	Technical Specifications	

8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:

Number	Title	Date
CS	Cover Sheet	May 11, 2005
C1	Site Plan	May 11, 2005
A1	Floor Plan, Details & Notes	May 11, 2005
A1.1	Building Connector Plans & Elevations	August 15, 2005
A2	Elevations & Details	May 11, 2005
A3	Enlarged Plan, Toilet Rooms & Kitchen Elevations	May 11, 2005
A4	Sections & Details	May 11, 2005
S1	Foundation & Roof Framing Plans	May 11, 2005
M1	Mechanical Plans, Schematics & Notes	May 11, 2005
P1	Plumbing Plan & Schematics	May 11, 2005
E1	Lighting Plan, Schedule & Notes	May 11, 2005
E2	Electrical Plan	May 11, 2005

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum 1	May 25, 2005	2
Addendum 2	September 1, 2005	9

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

Contractor's Bid Document

Bond

Insurance Certificate

Workers' Compensation Certificate

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner

<u>Mark A. Thomas /s/</u>	<u>Jonathan Bedway /s/</u>
OWNER	CONTRACTOR
<u>Mark A. Thomas</u>	<u>Jonathan Bedway, President</u>

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF ENTERING INTO
ELECTRICAL TRADES CONTRACT WITH
DAVISON ELECTRIC FOR THE
BELMONT COUNTY EMERGENCY SERVICES
BUILDING EXPANSION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the electrical trades contract with the low bidder, Davison Electric, Martins Ferry, Ohio in the amount of \$77,600.00(Base Bid) and \$5,000.00 (Alternate Bid) for the Belmont County Emergency Services Building Expansion Project, construction of a 4056 sq. ft. slab-on-grade, masonry and wood-framed building.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
where the basis of payment is a STIPULATED SUM**

AGREEMENT made as of the Nineteenth day of October in the year 2005,

BETWEEN the Owner: Belmont County Commissioners, Belmont County Courthouse, 101 W. Main Street, St. Clairsville, Ohio 43950

And the Contractor: Davison Electric, 15 South 4th St., PO Box 338, Martins Ferry, OH 43935

The Project is: Belmont County Emergency Services Operations Center, 68329 Bannock Road, St. Clairsville, OH 43950

The Architect is: Larry A. Siebieda, 3201 Belmont St., Suite 709, Bellaire, OH 43906

The Owner and Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

The date will be fixed in a Notice To Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contract shall achieve Substantial Completion of the entire Work not later than **One hundred fifty*** days from the date commencement, or as follows:

***Based on General Trades Contractor's number of days**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated damages shall be assessed at \$250.00 a day as noted in the Supplementary Conditions.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Eighty-two thousand six hundred Dollars (\$82,600.00)**, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Base bid \$77,600.00

Add Alternate #1 \$ 5,000.00

4.3 Unit prices, if any, are as follows:

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Provided that an Application for Payment is received by the Architect not later than the **15th** day of a month, the Owner shall make payment to the Contractor not later than the **15th** day of the **following** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than _____ days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Ten** percent (**10%**). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Ten** percentage (**10%**);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

Retainage may be reduced at the discretion of the Owner.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A2011997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

7.3 The Owner's representative is:

Richard Quinlin
410 Fox-Shannon Place
St. Clairsville, OH 43950

Larry Siebieda
3201 Belmont St., Suite 709
Bellaire, OH 43906

7.5 The Contractor's Representative is:

Dave DeFelice
15 South 4th St., PO Box 338
Martins Ferry, OH 43935

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated **August 29, 2005** and are as follows:

Document	Title	Pages
Project Manual for Belmont County Emergency Operations Center	Supplementary Conditions Belmont Co. Bid Documents	Supp. Conditions-1,2,3,4,5, Belmont Co. Bid Documents

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

Section	Title	Pages
01000, 01027, 01100, 01300, 01500, 01700, 02100, 02200, 02520, 02700, 03300, 04200, 05120, 05521, 07610, 07901, 08111, 08710, 08800, 09512, 09650, 09680, 09900, 10155, 10425, 10800, 15400, 15500, 16000	Technical Specifications	

8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:

Number	Title	Date
CS	Cover Sheet	May 11, 2005
C1	Site Plan	May 11, 2005
A1	Floor Plan, Details & Notes	May 11, 2005
A1.1	Building Connector Plans & Elevations	August 15, 2005
A2	Elevations & Details	May 11, 2005
A3	Enlarged Plan, Toilet Rooms & Kitchen Elevations	May 11, 2005
A4	Sections & Details	May 11, 2005
S1	Foundation & Roof Framing Plans	May 11, 2005
M1	Mechanical Plans, Schematics & Notes	May 11, 2005
P1	Plumbing Plan & Schematics	May 11, 2005
E1	Lighting Plan, Schedule & Notes	May 11, 2005
E2	Electrical Plan	May 11, 2005

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum 1	May 25, 2005	2
Addendum 2	September 1, 2005	9

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.8 Other documents, if any, forming part of the Contract Documents are as follows:

Contractor's Bid Document

Bond

Insurance Certificate

Workers' Compensation Certificate

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner

Mark A. Thomas /s/

Dave DeFelice /s/

OWNER

CONTRACTOR

Mark A. Thomas

Dave DeFelice, President

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

**IN THE MATTER OF ENTERING INTO
MECHANICAL TRADES CONTRACT WITH
JOHNSON BOILER WORKS ELECTRIC FOR THE
BELMONT COUNTY EMERGENCY SERVICES
BUILDING EXPANSION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into the mechanical trades contract with the low bidder, Johnson Boiler Works, Inc., Benwood W.V., in the amount of \$47,393.00 for the Belmont County Emergency Services Building Expansion Project, construction of a 4056 sq. ft. slab-on-grade, masonry and wood-framed building.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
where the basis of payment is a STIPULATED SUM**

AGREEMENT made as of the Nineteenth day of October in the year 2005,

BETWEEN the Owner: Belmont County Commissioners, Belmont County Courthouse, 101 W. Main Street, St. Clairsville, Ohio 43950

And the Contractor: **Johnson Boiler Works, 53 Marshall St., Benwood, WV 26031**

The Project is: **Belmont County Emergency Services Operations Center, 68329 Bannock Road, St. Clairsville, OH 43950**

The Architect is: **Larry A. Siebieda, 3201 Belmont St., Suite 709, Bellaire, OH 43906**

The Owner and Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

The date will be fixed in a Notice To Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contract shall achieve Substantial Completion of the entire Work not later than **One hundred fifty*** days from the date commencement, or as follows:

***Based on General Trades Contractor's number of days**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated damages shall be assessed at \$250.00 a day as noted in the Supplementary Conditions.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Forty-seven thousand three hundred ninety-three Dollars (\$47,393.00)**, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

4.3 Unit prices, if any, are as follows:

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Provided that an Application for Payment is received by the Architect not later than the **15th** day of a month, the Owner shall make payment to the Contractor not later than the **15th** day of the **following** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than _____ days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Ten** percent (**10%**). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Ten** percentage (**10%**);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

Retainage may be reduced at the discretion of the Owner.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

7.3 The Owner's representative is:

Richard Quinlin
410 Fox-Shannon Place
St. Clairsville, OH 43950

Larry Siebieda
3201 Belmont St., Suite 709
Bellaire, OH 43906

7.6 The Contractor's Representative is:

Johnson Boiler Works
53 Marshall St.
Benwood, WV 26031

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated **August 29, 2005** and are as follows:

Document	Title	Pages
Project Manual for Belmont County Emergency Operations Center	Supplementary Conditions Belmont Co. Bid Documents	Supp. Conditions-1,2,3,4,5, Belmont Co. Bid Documents

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

Section	Title	Pages
01000, 01027, 01100, 01300, 01500, 01700, 02100, 02200, 02520, 02700, 03300, 04200, 05120, 05521, 07610, 07901, 08111, 08710, 08800, 09512, 09650, 09680, 09900, 10155, 10425, 10800, 15400, 15500, 16000	Technical Specifications	

8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:

Number	Title	Date
CS	Cover Sheet	May 11, 2005
C1	Site Plan	May 11, 2005
A1	Floor Plan, Details & Notes	May 11, 2005
A1.1	Building Connector Plans & Elevations	August 15, 2005
A2	Elevations & Details	May 11, 2005
A3	Enlarged Plan, Toilet Rooms & Kitchen Elevations	May 11, 2005
A4	Sections & Details	May 11, 2005
S1	Foundation & Roof Framing Plans	May 11, 2005
M1	Mechanical Plans, Schematics & Notes	May 11, 2005
P1	Plumbing Plan & Schematics	May 11, 2005
E1	Lighting Plan, Schedule & Notes	May 11, 2005
E2	Electrical Plan	May 11, 2005

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum 1	May 25, 2005	2
Addendum 2	September 1, 2005	9

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.9 Other documents, if any, forming part of the Contract Documents are as follows:

Contractor's Bid Document

Bond

Insurance Certificate

Workers' Compensation Certificate

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner

Mark A. Thomas /s/ _____

David M. West /s/ _____

OWNER

CONTRACTOR

Mark A. Thomas _____

David M. West, President _____

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst NO

**IN THE MATTER OF NOTICE TO PROCEED
TO ALLSTATE CONSTRUCTION FOR THE
BELMONT COUNTY SANITARY SEWER DISTRICT
STORAGE BUILDING CONSTRUCTION PROJECT**

Motion made by Mr. Probst, seconded by Mr. Longshaw authorizing Board President Mark A. Thomas, to sign and submit the Notice to Proceed to Allstate Construction, P.O. Box 3007, Wheeling, WV, for the Belmont County Sanitary Sewer District Storage Building project.

Note: Work is to be completed within 80 consecutive calendar days.

NOTICE TO PROCEED

To: Allstate Construction Project: Belmont County Sanitary Sewer Authority
PO Box 3007 Storage Building
Wheeling, WV 26003 St. Clairsville, OH

You are hereby notified to commence WORK in accordance with the Agreement Dated October 19, 2005, on or before October 26, 2005, and you are to complete the WORK within 80 consecutive calendar days thereafter. The date of completion of all WORK is therefore January 13, 2006.

BELMONT COUNTY COMMISSIONERS
By Mark A. Thomas /s/
Title President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ on this _____, 2005.

By:
Title:
Employer Identification
Number _

Upon roll call the vote was as follows:

Mr. Probst NO
Mr. Longshaw Yes
Mr. Thomas Yes

**IN THE MATTER OF PUBLIC ROAD PETITION
FOR THE VACATION OF A PORTION OF
WARREN TOWNSHIP RD 151/RD IMP 1092**

Motion made by Mr. Thomas, seconded by Mr. Probst to accept the Public Road Petition submitted by freeholders of said county residing in the vicinity of the proposed improvement "the vacation of a portion of Warren Township Road 151 located in Warren Township Section 31, T-8, R-6" and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement 1092 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04**

Belmont County, Ohio

October 18, 2005

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

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacation of a portion of Warren Township Road 151 located in Warren Township Section 31, T-8, R-6 Belmont County Ohio a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

Beginning at a point on Warren Township Road 151, which is 30 feet east of the intersection of Warren Twp Road 155 and 151 located in Warren Twp. Section 31, T-8, R-6, thence in an east/northeasterly direction with the centerline of Twp Road 151 to a point on the north property line of a 29.2880 acre parcel owned by Dan Messenger described in Deed Volume 769 Page 634 and terminus of vacation. Proposed vacation length is approximately 1800 feet and located within property owned by Dan Messenger recorded in Belmont County Recorder's Office in Volume 769 Page 634 and Volume 769 Page 636.

Petitioners' Name (PRINT NAME) (SIGN NAME)	Address of Petitioner (PLEASE PRINT)
Daniel Messenger	32501 Cat Hollow Rd., Barnesville, OH 43713
Kathy Messenger	32501 Cat Hollow Rd., Barnesville, OH 43713
Merrill Conard	32478 Main St., Baileys Mills, Barnesville, OH 43713
Marvin D. McCort	32470 Baileys Mills, Barnesville, OH 43713
Marsha Keadle McCort	32470 Baileys Mill Rd., Barnesville, OH 43713
Mary Messenger	32461 Leatherwood Rd., Barnesville, OH 43713
Lewis C. Messenger	32461 Leatherwood Rd., Barnesville, OH 43713
James E. Latham	59518 Gobblersknob Rd., Barnesville, OH 43713
Sarah M. Latham	59518 Gobblersknob Rd., Barnesville, OH 43713
Amanda Eddy	345 W. Church St., Barnesville, OH 43713
Ryan Eddy	345 W. Church St., Barnesville, OH 43713
Mindy Flood	59126 Gobblers Knob Rd., Barnesville, OH 43713
Jimmie L. Flood	59126 Gobblers Knob Rd., Barnesville, OH 43713
Penny L. Hannahs	32210 W. Homer Reed Rd., Barnesville, OH 43713
James S. Lucas	32484 Baileys Mills, Barnesville, OH 43713

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

**IN THE MATTER OF THE VACATION
OF A PORTION OF WARREN TOWNSHIP RD. 151
WARREN TOWNSHIP/RD IMP 1092**

**Office of County Commissioners
Belmont County, Ohio**

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1092**

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to **vacate a portion of Warren Township Road 151 located in Warren Township, Section 31, T-8, R-6**, a Public Road as described therein; therefore be it

RESOLVED, That the 16th day of November, 2005 at 1:00 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 23rd day of November 2005, at 10:45 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

Adopted October 26, 2005

Darlene Pempek /s/
Clerk
Belmont County, Ohio

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.05**

ROAD IMP. # 1092

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of a portion of Warren Township Road 151 located in Warren Township, Section 31, T-8, R-6, a public road, the general route and termini of which Road are as follows:

Beginning at a point on Warren Township Road 151, which is 30 feet east of the intersection of Warren Twp Road 155 and 151 located in Warren Twp. Section 31, T-8, R-6, thence in an east/northeasterly direction with the centerline of Twp Road 151 to a point on the north property line of a 29.2880 acre parcel owned by Dan Messenger described in Deed Volume 769 Page 634 and terminus of vacation. Proposed vacation length is approximately 1800 feet and located within property owned by Dan Messenger recorded in Belmont County Recorder's Office in Volume 769 Page 634 and Volume 769 Page 636.

Said Board of County Commissioners has fixed the 16th day of November 2005, at 1:00 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 23rd day of November 2005, at 10:45 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the Board of County Commissioners,
Belmont County, Ohio
Darlene Pempek /s/
Darlene Pempek, Clerk

ADV. TIMES LEADER (2) Wednesdays-November 2 and November 9, 2005

**IN THE MATTER OF PUBLIC ROAD PETITION
FOR VACATION OF A PORTION OF
PULTNEY TOWNSHIP RD 324 KNOWN AS
JORDAN RUN ROAD/ROAD IMPROVEMENT 1093**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to accept the following Public Road Petition submitted by freeholders of said county residing in the vicinity of the proposed improvement "the vacation of a portion of Pultney Township Road 324 known as Jordan Run Road" and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement 1093 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04**

Belmont County, Ohio **October 18, 2005**
To the Honorable Board of County Commissioners of Belmont County, Ohio:

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacation of a portion of Pultney Township Road 324 known as Jordan Run Road located in Pultney Township Section 31, T-3, R-2 Belmont County Ohio, a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

Beginning at a point which is 40 ft north of the south property line of a 15.158 Ac tract owned by Chris Baugh recorded in Belmont County Recorder's Office in deed Volume 5 Page 767. Thence in a northeasterly direction for approximately 800 ft to a point which is 40 feet south of the south property line of a 1.1499 Ac tract owned by Dom Presutti recorded in Belmont County Recorder's Office in deed Volume 593 Page 779 (Third Tract). Proposed area of vacation for Twp Rd. 324 (Jordan Run Road) located in Pultney Twp Section 31 T-3, R-2 Belmont County, Ohio.

PETITION FOR ROAD IMPROVEMENT 1092-CONT'D

Petitioners' Name (PRINT NAME) (SIGN NAME)	Address of Petitioner (PLEASE PRINT)
Chris Baugh	49791 High Street Ext., St. Clairsville, OH 43950
Dominick A. LaRuffo	56702 Jordan Run Rd., Bellaire, OH 43906
Marianne S. LaRuffo	56702 Jordan Run Rd., Bellaire, OH 43906
Judith Swartz	56645 Jordan Run Rd., Bellaire, OH 43906
Mel Swartz	56645 Jordan Run Rd., Bellaire, OH 43906
Ellen James	56740 Jordan Run Rd., Bellaire, OH 43906
Bernard J. Perzanowski	56670 Jordan Run Rd., Bellaire, OH 43906
Amy Perzanowski	56670 Jordan Run Rd., Bellaire, OH 43906
John Dean	56590 Jordan Run, Bellaire, OH 43906
Leslie Dean	56590 Jordan Run Rd., Bellaire, OH 43906
Mark Doyle	56752 Jordan Run Rd., Bellaire, OH 43906
Tom Bonfini	56769 Jordan Run, Bellaire, OH 43906
Thomas A. Noice	56691 Jordan Run Rd., Bellaire, OH 43906
Dawn M. Ziants	56466 Jordan Run Rd., Bellaire, OH 43906
Clara Presutti	55633 High Ridge, Bellaire, OH 43906
Dom Presutti	55633 High Ridge, Bellaire, OH 43906

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF THE VACATION
OF A PORTION OF PULTNEY TOWNSHIP RD. 324
KNOWN AS JORDAN RUN ROAD/RD IMP 1093**

**Office of County Commissioners
Belmont County, Ohio**

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1093**

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate a portion of Pultney Township Road 324 known as Jordan Run Road, Section 31, T-3, R-2, a Public Road as described therein; therefore be it

RESOLVED, That the 23rd day of November, 2005 at 1:00 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 7th day of December 2005, at 10:45 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

Adopted October 26, 2005

Darlene Pempek /s/
Clerk
Belmont County, Ohio

NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING

PUBLIC ROAD (by publication)

Rev. Code, Sec., 5553.05

ROAD IMP. # 1093

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of a portion of Pultney Township Road 324 known as Jordan Run Road, a public road, the general route and termini of which Road are as follows:

Beginning at a point which is 40 ft north of the south property line of a 15.158 Ac tract owned by Chris Baugh recorded in Belmont County Recorder's Office in deed Volume 5 Page 767. Thence in a northeasterly direction for approximately 800 ft to a point which is 40 feet south of the south property line of a 1.1499 Ac tract owned by Dom Presutti recorded in Belmont County Recorder's Office in deed Volume 593 Page 779 (Third Tract). Proposed area of vacation for Twp Rd. 324 (Jordan Run Road) located in Pultney Twp Section 31 T-3, R-2 Belmont County, Ohio.

Said Board of County Commissioners has fixed the 23rd day of November 2005, at 1:00 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 7th day of December 2005, at 10:45 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the Board of County Commissioners,
Belmont County, Ohio
Darlene Pempek /s/
Darlene Pempek, Clerk

ADV. TIMES LEADER (2) Wednesdays-November 2 and November 9, 2005

**IN THE MATTER OF CHANGING
STARTING TIME OF NEXT REGULARLY
SCHEDULED BOARD OF COMMISSIONERS MEETING**

Motion made by Mr. Thomas, seconded by Mr. Probst to change the starting time of the next regularly scheduled Board of Commissioners meeting of November 2, 2005 from 10:00 a.m. to 10:30 a.m.

Note: This is to allow Commissioners time to attend the ribbon cutting ceremony for new business, Ollie's Bargain Outlet, at the Ohio Valley Mall.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adjourn the meeting at 7:45 P.M.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Longshaw Yes
Mr. Thomas Yes

Read, approved and signed this 2nd day of November A.D., 2005.

_____ COUNTY COMMISSIONERS

We, Mark A. Thomas and Darlene Pempek, 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