

St. Clairsville, Ohio

February 15, 2006

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 Carol Blankenship, Assistant Clerk of the Board. Minutes of the meeting of February 8, 2006, were read, approved and signed.

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

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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Probst, 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>
A-Belmont Co. Historical Society	2006 Allocation/General Fund	4,000.00
Columbia Gas	January service-Jail/General Fund	6,457.09
David S. Trouten, Jr.	Misc. attorney fees/General Fund	1,814.00
Elan Financial Services	Misc. Travel expenses/General Fund	1,462.78
ESRI Sales, Inc.	Training Class	780.00
Harper & Hazlett	Attorney Fees/General Fund	4,707.00
Mary Lyle	Mileage-Juvenile Ct./General Fund	161.98
Mary Lyle	Mileage-Juvenile Ct./General Fund	147.00
Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	501.00
Staffilino Chevrolet, Inc.	New Truck-Maintenance/General Fund	16,019.75
Tobias Stidd	January mileage/General Fund	191.35
G-Belmont Co. Tourism Council	Feb. Operating expenses/Lodging Excise Tax Fund	20,000.00
M-Therapeutic Network	Back Payment of Social Security for child in custody/Juvenile	6,948.00
P-Bd. Of Trustees of Public Affairs	Dec-Jan Serv/WW#1 Fund	39,159.78
Joseph A. Gaudio, Treasurer	Other expenses/WW#3 Rev. Fund	292.70
R.D. Zande & Assoc., Inc.	Final payment of AHMP/EMA/Hazard Mitigation	5,061.75
S-Amy Busic	Reimburse travel expenses/Mediation Grant Fund	174.25
KBIOS	Updating old computer system/Western Ct. Computer Fund	1,750.00
Maximus, Inc.	Support Services/Eastern Ct. Computer Fund	5,802.00
Sommer Steno Services	Court Reporter Fee/Western Ct. Gen. Spec. Projects Fund	75.00
West Group	Westlaw January/Western Ct. Computer Fund	372.28

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 February 15, 2006 as follow:

FUND	AMOUNT
A-GENERAL	\$10,686.24; \$14,466.27; \$3,746.15; \$27,246.21; \$529.61; \$828.81
GENERAL/SHERIFF	\$18,181.47; \$6,759.31
GENERAL/Chest Clinic	\$90.66
GENERAL/911	\$25,231.24
GENERAL/EMA	\$590.96
B-Dog & Kennel	\$1,859.21
H-Job & Family, Children Services	\$700.75; \$30,982.87
Job & Family, CSEA	\$26,751.66; \$14,493.32
Job & Family, Public Assistance	\$1,342.01; \$65,246.32; \$6,730.74; \$1,981.05; \$530.54; \$49,733.51
Job & Family, WIA	\$5,851.50; \$55,612.80; \$17,000.00
County Home/Park Health	\$55,330.58; \$41,027.98
K-Engineer's MVGT	\$24,861.77; \$4,521.64
M-Juvenile Court Placement Services	\$15,692.37; \$756.42
N-Sanitary Sewer SSD#2 Force Main	\$75,445.26
P-Belmont Co. Sanitary Sewer	\$11,034.74; \$6,668.00; \$367.55; \$9,104.26 \$13,945.97; \$19,722.58
Oakview Admn Bldg.	\$1,593.40
Satellite/Eastern Court	\$619.79
S-Clerk of Courts Computer	\$5,715.08
Corrections Act Grant	\$149.84
Northern Div. Court Computer Fund	\$7,263.30
Northern Div. Court Special Projects	\$1,063.55
Oakview Juv. Residential Center	\$2,666.42
Ohio Valley Recycling	\$3,131.41
Sheriff Commissary	\$7,229.49
T-Sanitary Sewer WSGDF	\$49.72

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following transfer of funds within the Belmont County General Fund.

FROM	TO	AMOUNT
A401-A11 Other Expenses	A002-A06 Transcripts	\$4,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following transfer of funds within the Belmont County General Fund.

FROM	TO	AMOUNT
A401-A11 Other Expenses	A004-A32 Eastern Crt Satellite Bldg	\$10,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN THE LITTER CONTROL AND RECYCLING FUND H50

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfers within the Litter Control and Recycling Fund.

FROM	TO	AMOUNT
H050-H05-Contract Services	H050-H10 PERS	\$ 339.25

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 SANITARY SEWER DISTRICT

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfers within fund for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
WWS#2	WWS#2	
P003-P31 Other Expenses	P003-P22 Repairs	4,000.00
WWS#3	WWS#3	
P005-P17 Salaries	P005-P22 Repairs	5,000.00
TOTAL		9,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR MEDICAL LIFE INSURANCE CHARGEBACKS FOR THE SECOND QUARTER PERIOD:(DECEMBER, 2005, JANUARY, FEBRUARY, 2006)

Motion made by Mr. Longshaw, seconded by Mr. Probst to make the following transfer of funds for the Medical Life Insurance Chargebacks for the Third Quarter (December, 2005, January, February, 2006)

Transfer From	Transfer To
Amount	
A002-H05 CTY CT PROBATION	YO91-Y05 9.90
A406-G09 PUBLIC DEFENDER	YO91-Y05 59.40
A403-A09 BD. OF ELECTIONS	YO91-Y05 103.95
S039-V15 LITTER CONTROL	YO91-Y05 39.60
B100-B10 DOG & KENNEL	YO91-Y05 19.80
S033-S47 D.D.HOME	YO91-Y05 227.70
S036-S11 GENDER SPECIFIC	YO91-Y05 0.00
S084-S14 EASTERN COURT COMP	YO91-Y05 9.90
S083-S14 NORTHERN COURT COMP.	YO91-Y05 9.90
S082-S14 WESTERN COURT COMP	YO91-Y05 6.60
H43-H14 COUNTY HOME	YO91-Y05 1,013.16
J000-J06 REAL ESTATE ASSESS	YO91-Y05 62.70
K200-K10 ENGINEER K-1 & K-2	YO91-Y05 46.23
K200-K24 ENGINEER K-11	YO91-Y05 282.24
K200-K37 ENGINEER K-25	YO91-Y05 95.73
Y090-Y14 WATER/SEWER	YO91-Y05 277.20
L001-L13 SOIL CONSERVATION	YO91-Y05 49.50
S079-S07 CLERK OF COURTS/TITLE	YO91-Y05 79.20
S230-S66 OAKVIEW JUVENILE	YO91-Y05 115.50
S230-S16 OAKVIEW 1ST SET (7/29/04)	YO91-Y05
S028-S53 OAKVIEW AFTERCARE	YO91-Y05
H300-H13 DJFS	YO91-Y05 1,320.00
H310-H08 CHILD SUPPORT	YO91-Y05 138.60
E101-E12 COUNTY HEALTH	YO91-Y05 112.20
T075-T02 W.I.C. PROGRAM	YO91-Y05
T075-T52 W.I.C. PROGRAM	YO91-Y05 39.60
S049-S63 MENTAL HEALTH	YO91-Y05 49.50
W080-P07 VICTIMS ASSISTANCE	YO91-Y05 19.80
S277-S02 COMMUNITY GRANT	YO91-Y05 9.90
S078-S14 RECORDER	YO91-Y05 0.00

M060-M29	JUVENILE COURT GRT	Y091-Y05	9.90
M060-M64	JUVENILE COURT GRT	Y091-Y05	9.90
M067-M05	JUVENILE COURT GRT	Y091-Y05	19.80
M074-M01	JUVENILE COURT GRT	Y091-Y05	19.80
Total amount this transfer			4,257.21

Upon roll call the vote was as follows:

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

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

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

CDBG Fund - \$ 5,710.00 paid into T011-T05 on Drawdown # 318, Grant # B-C-05-007-1

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 February 8, 2006, 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 GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

VETERAN'S OFFICE: Four Veterans' Service Commission members to Columbus, OH, on April 7, 8 & 9, 2006 for OSAVSC Spring Conference. Estimated expenses: \$1,500.00

VETERAN'S OFFICE: CVSO Lucinda Maupin to Columbus, OH, on February 24, 2006 to attend OSACVSO Quarterly Meeting. Estimated expenses: \$300.00

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – None

IN THE MATTER OF ADOPTING RESOLUTION DECLARING THE NECESSITY OF LEVYING A RENEWAL TAX FOR BELMONT CO. CHILDREN SERVICES BOARD

Motion made by Mr. Probst seconded by Mr. Longshaw to adopt the resolution declaring the necessity of levying a renewal tax for Belmont County Children Services Board.

Note: Renewal of existing tax for the purpose of providing the support of Childrens' Services and the care and placement of children of Belmont County.

RESOLUTION DECLARING IT NECESSARY TO LEVY A RENEWAL TAX IN EXCESS OF THE TEN-MILL LIMITATION

WHEREAS, The Board of County Commissioners of Belmont County, Ohio, does hereby declare that the amount of taxes that may be raised by levy at the maximum rate authorized by law without a vote of the electors is insufficient and does hereby declare it necessary for a renewal levy in excess of such rate.

BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, two-thirds of the members elected thereto concurring: **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners, two-thirds of all members elected thereto concurring, that it is necessary to levy a renewal tax in excess of the ten mill limitation for the benefit of Belmont County, Ohio for the purpose of:

Supplementing appropriations for the support of Childrens' Services and the care and placement of children of Belmont County, at a rate not to exceed (0.35) thirty-five hundredths of a mill for each one dollar of valuations, which amounts to three and one half cents (3 1/2¢) for each one hundred dollars of valuation commencing in 2006 first due in calendar year 2007, for a period of ten (10) years (Ohio Revised Code Section 5705.05) and ;

BE IT FURTHER RESOLVED, that the question of levying the renewal taxes be submitted to the Board of Elections of said Belmont County at the General Election to be held at the usual voting places within said Belmont County on the 2nd day of May 2006; and;

BE IT FURTHER RESOLVED, that said levy be placed upon the tax list of the current year after the February settlement next succeeding the election, if majority of the electors voting thereon vote in favor thereof, and;

BE IT FURTHER RESOLVED, that the Clerk of this Board of Commissioners be and she is hereby directed to certify a copy of this Resolution to the Board of Elections, Belmont County, Ohio and notify said Board of Elections to cause notice of election on the question of levying said renewal tax to be given as required by law.

Mr. Probst moved for the adoption of the foregoing Resolution, which was seconded by Mr. Longshaw, and the roll being called upon its adoption, the vote resulted as follows:

Commissioner Probst, President	Yes
Commissioner Longshaw, Vice President	Yes
Commissioner Thomas	Yes

In Witness Whereof, the following have executed this instrument this 15th day of February 2006.

**IN THE MATTER OF APPROVING AND SIGNING
CERTIFICATE OF SUBSTANTIAL COMPLETION FOR YENEKA CONSTRUCTION/
BCSSD LAMIRA/LOOMIS PUMP STATION ELECTRICAL PROJECT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve and sign the Certificate of Substantial Completion for Yeneka Construction, Inc. for the Belmont County Sanitary Sewer District Contract 2003-1D, Lamira/Loomis Pump Station Electrical Work as follows, based upon the recommendation of Keith Bennett, Hammontree and Associates, Ltd., Project Engineer, and David Grum, Project Consultant.

Date of Substantial Completion: February 2, 2006

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING RENEWAL
AGREEMENT WITH LEADS/BELMONT CO.
SHERIFF'S DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw authorizing Board President Charles R. Probst, Jr. to sign on behalf of the Board of Belmont County Commissioners to enter into the renewal of the Participation Agreement with LEADS for the NCIC terminals located at the Belmont County Sheriff's Department.

Note: LEADS – Law Enforcement Automotive Data Entry System enables the Sheriff's Department to obtain necessary information for the police and fire departments– run license plates, drivers license, etc.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING RENEWAL
OF WATER TREATMENT SERVICES AGREEMENTS**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into renewal of Water Treatment Services agreements with Damon Industries, Inc. for the following locations, effective February 1, 2006 to January 31, 2007:

- a. HVAC Systems at the Belmont County DJFS Martins Ferry office in the amount of \$1,320.00
- b. Boiler systems at the Belmont County DJFS Oakview building in the amount of \$750.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF NOTICE TO PROCEED
TO DAVISON ELECTRIC FOR THE BELMONT COUNTY
EMERGENCY OPERATIONS CENTER BUILDING EXPANSION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw authorizing Board President Charles R. Probst, Jr., to sign and submit the Notice to Proceed to Davison Electric, 305 N. First St., Martins Ferry, Ohio for the Belmont County Emergency Operations Center building expansion project.

Note: Work to commence on or before February 8, 2006 and be completed within 110 consecutive calendar days

Upon roll call the vote was as follows:

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

**IN THE MATTER OF NOTICE TO PROCEED
TO JOHNSON BOILERS FOR THE BELMONT COUNTY
EMERGENCY OPERATIONS CENTER BUILDING EXPANSION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw authorizing Board President Charles R. Probst, Jr., to sign and submit the Notice to Proceed to Johnson Boilers, 53 Marshall St., Benwood, WV for the Belmont County Emergency Operations Center building expansion project.

Note: Work to commence on or before February 8, 2006 and be completed within 110 consecutive calendar days.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH ALLSTATE CONSTRUCTION
FOR GENERAL TRADES CONTRACT FOR THE BELMONT COUNTY
EMERGENCY OPERATION CENTER BUILDING EXPANSION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into general trades contract with Allstate Construction, Wheeling, WV, in the amount of \$286,150.00 for the Belmont County Emergency Operations Center 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 Eighth day of February in the year 2006,
BETWEEN the Owner: Belmont County Commissioners, Belmont County Courthouse, 101 W. Main Street, St. Clairsville, Ohio 43950
And the Contractor: Allstate Construction, PO Box 3007, Wheeling, WV 26003
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 and ten** days from the date commencement, or as follows:

, 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 **Two hundred and eighty-six thousand one hundred and fifty Dollars (\$286,150.00)**, 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

7.4 The Contractor's Representative is:

Fred Hlad
Allstate Construction
PO Box 3007
Wheeling, WV 26003

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
A.4	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

Charles R. Probst, Jr. /s/ _____	Fred C. Hlad /s/ _____
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OWNER	CONTRACTOR
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Charles R. Probst, Jr., Commission President	Fred C. Hlad / Owner
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Upon roll call the vote was as follows:

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

IN THE MATTER OF NOTICE TO PROCEED TO ALLSTATE CONSTRUCTION FOR THE BELMONT COUNTY EMERGENCY OPERATIONS CENTER BUILDING EXPANSION PROJECT

Motion made by Mr. Thomas, seconded by Mr. Longshaw, authorizing Board President Charles R. Probst, Jr., to sign and submit the Notice to Proceed to Allstate Construction, P.O. Box 3007, Wheeling, WV for the Belmont County Emergency Operations Center building expansion project.

Note: Work to commence on or before February 8, 2006 and be completed within 110 consecutive calendar days.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING TWO PART-TIME DISPATCHERS/BELMONT COUNTY 911

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the hiring of two (2) part-time dispatchers, John B. Caprita and Miranda E. MacMillan, at Belmont County 911, based upon the recommendation of Cliff Sligar, Director. This position will have a starting salary of \$12.02 per hour for the first year, and after completion of one (1) year, an increase to \$12.75 per hour.

Upon roll call the vote was as follows:

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

BREAK until 11:00 a.m.

11:00 A.M. AGENDA ITEM: Bid Opening-Board of MR/DD Bus

**IN THE MATTER OF BID OPENING
FOR BOARD OF MR/DD SCHOOL BUS**

BID OPENING

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for one diesel-powered school bus body and chassis for the Belmont County Board of MR/DD, they proceeded to open the following bids.

COMPANY	BID BOND	BID AMOUNT
Midvale Truck Sales & Service Midvale, OH	X	\$76,823.00
Edwin H. Davis & Sons Clarksburg, OH 43115	X	\$65,070.00 (base only – no total bid price submitted)
OBS, Inc. Canton, OH 44706	X	\$70,185.00

Present for the bid opening were Dave Horne and Monty Kerr of Belmont Co. MR/DD; and Kara Williamson of The Times Leader.

Motion made by Mr. Thomas, seconded by Mr. Probst to turn over all bids received for one diesel-powered school bus body and chassis to Bill West, Board of MR/DD Transportation Department and Monty Kerr, Superintendent, for review and recommendation.

Upon roll call the vote was as follows:

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

11:12 a.m. BREAK

**IN THE MATTER OF APPROVING
THE SIGNING AND SUBMITTAL OF THE
SUBGRANT AWARD AGREEMENT
FOR VIOLENCE AGAINST WOMEN ACT/SHERIFF'S OFFICE**

Motion made by Mr. Thomas, seconded by Mr. Longshaw authorizing Commission President Charles R. Probst, Jr., to sign and submit the Subgrant Award agreement for Violence Against Women Act Grant money from the Ohio Department of Public Safety for the Belmont County Sheriff's Office.

Subgrant No.: 2005-WF-VA2-8412, Project Period: 1/1/2006 to 12/31/2006, Award Date: February 2, 2006, VAVW Funds: \$48,526.00; Cash Match: \$16,175.00 Project Total: \$64,701.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING VARIOUS
QUARTERLY REPORTS FOR THE
RECYCLING AND LITTER PREVENTION PROGRAM**

Motion made by Mr. Thomas, seconded by Mr. Longshaw authorizing Commissioner Charles R. Probst, Jr. to sign and certify the Quarterly Report Forms for various Recycling & Litter Prevention Grants, Reporting Quarter: 7-1-05 thru 12-31-05, on behalf of the Belmont County Recycling & Litter Prevention Program.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:08 P.M.**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adjourn the meeting at 12:08 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 21st day of February, 2006.

_____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr., and Carol Blankenship, President and Assistant 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

_____ ASSISTANT CLERK