

St. Clairsville, Ohio

March 15, 2006

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst, Jr., Gordie W. Longshaw, and Mark A. Thomas, Commissioners and Jayne Long, Assistant Clerk of the Board. Minutes of the meeting of March 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. Thomas, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
A-Belmont Co. CSEA Admin. Fund	Oct. & Nov. IV-D Reimb./Magistrate/General Fund	2,882.60
Charles R. Probst	Travel Reimbursement/General Fund	81.75
CLCCA	Membership Fee/Regis/General Fund	110.00
Jack A. Hamilton & Assoc.	Professional Services/GIS Projects/General Fund	6,000.00
J. Mark Costine, Judge	Registration Fee/Juvenile Ct./General Fund	68.00
Kacsmar & Co.	Feb-March Rent/Title Office/General Fund	5,010.00
Quill Corp.	Supplies-Engineer/General Fund	365.38
Tobias Stidd	Feb. 2006 mileage/Western Ct./General Fund	183.34
Zel Properties	March Rent/100 W. Main/General Fund	4,000.00
B-Crossroads Counseling	Feb. 2006 Counseling/Indigent Drivers Alcohol Fund	2,285.29
M-Belmont Co. CSEA	Repayment of child support/Juvenile Placement Fund	4,611.51
Belmont Harrison Juvenile District	Jan. Contract Services/Juvenile Ct./Placement Services Fund	12,800.00
Hills Group Home	2004-05 Contract Services/Juvenile Ct./Placement II Services	4,466.72
Hills Group Home	Jan. Contract Services/Juvenile Ct./Placement Services Fund	3,069.00
Paula Reilley for Mark Brown	Social Security Repayment/Juvenile Ct./Placement II Services	301.50
Paula Reilley for Mark Brown	Social Security Repayment/Juvenile Ct./Placement II Services	603.00
Therapeutic Network	Jan. Contract Services/Juvenile Ct./Placement Services Fund	2,077.00
N-Davison Electric Co.	Generator Retainage/EMA/Capital Project Reserve Fund	3,240.00
F M Chisler, Inc.	Pipe Piling-Engineer/Rd & Br Improvements Fund	6,345.00
P-Bd. Of Trustees of Public Affairs	Feb. water service/WW#1	21,424.49
S-SBC Ameritech	Misc. Service/General Fund	6,688.89
West Group	Feb. 2006 Westlaw/Western Ct. Computer Fund	372.28
W-Delinquent Collectors of Ohio, Inc.	Tax Collections-Treasurer/DRETAC-Treas. Fund	6,686.95

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

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the Recapitulation of Vouchers dated for March 15, 2006 as follow:

FUND	AMOUNT
A-GENERAL	\$4,450.91; \$81,697.55; \$1,704.52; \$23,069.62; \$23,114.06
General/Chest Clinic	\$95.00
General/EMA	\$1,547.49
General/911	\$4,145.32
B-Dog & Kennel	\$3,756.55
E-911	\$2,322.88
H-County Home/Park Health	\$6,865.87
Job & Family/Child Support	\$20,358.46; \$6,984.00
Job & Family/Public Assistance	\$7,766.99; \$1,198.01; \$417.85; \$69,020.76; \$1,546.98; \$4,900.24; \$38,126.49
Job & Family/WIA	\$2,554.34
J-Real Estate Assessment	\$85,908.23; \$160,000.00
K-Real Estate Assessment	\$11,700.00
K-Engineer's MVGT	\$7,499.55; \$13,702.49
M-Juvenile Court Placement Services	\$1,904.71
P-Disaster Services/EMA	\$43,752.58
Oakview Admin. Bldg.	\$2,379.12
Sanitary Sewer District	\$4,993.00; \$5,092.63; \$10,052.56
Satellite/Eastern	\$547.45
S-Job & Family/Children Services	\$28,284.33
District Detention Home	\$10,165.25; \$2,405.69
Litter Control/Recycling	\$1,292.60

Upon roll call the vote was as follows:

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

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

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

FROM	TO	Amount
A401-A11 Other Exp. (E-0051-A001-A28.000)	A206-A03 Housing of Prisoners(E-0131-A006-A25.000)	\$3,532.35

*December 2005 Housing of Prisoners

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE BELMONT COUNTY B000 DOG KENNEL

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following transfer of funds within the Belmont County B000

Fund.

FROM	TO	AMOUNT
B000-B03 Supplies	B000-B11 Other Expenses	1,000.00
E-1600-B000-B03.010	E-1600-B000-B11.000	

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BCDJFS/FLOOD DISASTER GRANT FUND

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfer within fund for the BCDJFS/Flood Disaster Grant Fund.

FROM	TO	AMOUNT
H004-H07 E-2530-H004-H07.000 Other Expense	H004-H05 E-2530-H004-H05.010 Supplies	\$10,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE 9-1-1 RADIO TOWER CONSTRUCTION FUND

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following transfer within fund for the 9-1-1 Radio Tower Construction Fund.

FROM	TO	AMOUNT
N13-N06 E-9013-N013-N06.074 Transfers Out	N13-N01 E-9013-N013-N01.055 Contract Projects	\$ 5,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS FOR THE OAKVIEW JUVENILE REHABILITATION DISTRICT AND OAKVIEW RESIDENTIAL CENTER

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfers between funds for the Oakview Juvenile Rehabilitation District and Oakview Residential Center.

FROM	TO	AMOUNT
S030-S72 E-8010-S030-S72.075 Advances Out	N020-N06 R-9020-N020-N06.575 Advances In	\$ 7,558.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUNDS FOR THE OAKVIEW JUVENILE REHABILITATION DISTRICT

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfers between funds for the Oakview Juvenile Rehabilitation District.

FROM	TO	AMOUNT
S030-S52 E-8010-S030-S52.011 Contract Services	S030-S72 E-8010-S030-S72.075 Advances Out	\$ 7,558.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUNDS FOR THE PROSECUTOR'S VICTIM ASSISTANCE PROGRAM

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfers within fund for the Prosecutor's Victim Assistance Program.

FROM	TO	AMOUNT
W080-P05 E-1511-W080-P05.003 PERS	W080-P11 E-1511-W080-P11.012 Equipment	\$ 1,006.23

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	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 March 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 granting permission for county employees to travel as follows:
BELMONT CO. DJFS – Various employees to various trainings and meetings in 2006. Estimated expenses: \$1,713.50.

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 APPROVING AND SIGNING CONTRACT CHANGE ORDER NO. 2 FOR BBR DRILLING CO./ENGINEER'S PROJECT 05-9 SLIP REPAIR- CO. HIGHWAY 18

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve and sign Contract Change Order No. 2 in the amount of \$11,191.50 for the BBR Drilling Company for the Belmont County Engineer's Project 05-9 Slip Repair Project-County Highway 18 (Lansing-Cheermont Rd.), based upon the recommendation of Fred Bennett, County Engineer.

**CHANGE ORDER NO. #2
 SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS
 PROJECT 05 - 9 SLIP REPAIR PROJECT COUNTY HIGHWAY 18
 (Lansing-Cheermont Road)**

Auditor's Office, Belmont County, Ohio

THIS AGREEMENT made and entered into this 15th day of March, 2006 between BBR DRILLING COMPANY and Charles Probst, Jr., Mark Thomas and Gordie Longshaw, Commissioners of Belmont County, WITNESSETH that said BBR DRILLING COMPANY hereby agrees to furnish all material and do all work requisite necessary for 05-9 SLIP REPAIR PROJECT CR 18 (Lansing-Cheermont Road) Project, located at COUNTY ROAD 18, in accordance with plans and specifications.

All work, materials and equipment shall meet said specifications.

**CHANGE ORDER
 * ADDITIONAL QUANTITIES ***

ITEM NO.	APPROX. QUAN.	ITEM	UNIT PRICE	TOTAL AMOUNT
	163 EA	6" X 24" X 56" REINFORCED CONCRETE LAGGING	\$131.14	+ \$21,375.82
		TOTAL ADDITIONS		+ \$21,375.82

*** NON-PREFORMED QUANTITIES ***

ITEM NO.	APPROX. QUAN.	ITEM	UNIT PRICE	TOTAL AMOUNT
	97.225 LF	HP 14 X 89 STEEL PILING, FURNISHED, DRILLED, ENCASED IN CONCRETE	\$104.75	- \$10,184.32
		TOTAL DEDUCTIONS		- \$10,184.32

TOTAL AMOUNT OF CHANGE ORDER	+ \$11,191.50
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Reason for contract – all quantities based on final field measurement. Due to the increased length of piling (see Change Order #1), additional lagging was required.

SUMMARY

ORIGINAL CONTRACT	\$299,925.12
ADDITIONS – CHANGE ORDER #1	\$139,841.25
ADDITIONS – CHANGE ORDER #2	\$11,191.50
DEDUCTIONS	\$0.00
NET CHANGE	+ \$151,032.75
TOTAL WORK PERFORMED	\$450,957.87
TOTAL AMOUNT OF SUPPLEMENTAL CONTRACT PERFORMED	\$11,191.50

BELMONT COUNTY COMMISSIONERS	BBR DRILLING COMPANY
<u>Charles R. Probst, Jr. /s/</u>	NAME: <u>Paul C. Balcar</u>
<u>Gordie W. Longshaw /s/</u>	BY: <u>Paul C. Balcar /s/</u>
<u>Mark A. Thomas /s/</u>	TITLE <u>Owner</u>

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING TIME AND PLACE FOR ANNUAL MEETING OF COUNTY AND TOWNSHIP AUTHORITIES/ENGINEER'S DEPT.

Motion made by Mr. Thomas, seconded by Mr. Probst to grant the Engineer's request to approve the time and place for the Annual Meeting of County and Township Authorities as follows:

Date: Thursday, April 20, 2006, Time: 6:00 P.M. Place: County Garage-Roscoe Rd., St. Clairsville

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR
ENGINEER'S PROJECT 06-3 SLIP REPAIR-BLAINE
CHEERMONT, KILGORE AND PIPE CREEK ROADS**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to advertise for bids for the Belmont County Engineer's Project 06-3 Slip Repair-Blaine Cheermont, Kilgore and Pipe Creek Roads, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

Note: To be funded by FEMA, OEMA and MVGT funds

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

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **11:00 A.M.** (Local Time) **Wednesday, April 12, 2006** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer Department **Project 06-3 Slip Repair Project – Blaine Cheermont, Kilgore & Pipe Creek Roads, (County Highways 20, 32 and 54)** then at said office publicly opened and read aloud.

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

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. –OR–
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety: Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Said contract will be let to the lowest and best responsible bidder in accordance with the Attachment 1. "Bid Documents Belmont County Commission". The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County. All work done under this contract shall be subject to all State requirements concerning the payment of prevailing wage rates.

By order of the Board of Commissioners
Of Belmont County, Ohio
Jayne Long /s/
Jayne Long, Assistant Clerk of the Board

Times Leader Advertisement: Two (2) Mondays: March 20 and March 27, 2006

Upon roll call the vote was as follows:

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

IN THE MATTER OF PACIFICO DRIVE] [Belmont Co. Commissioners
(PRIVATE)] [Courthouse
PULTNEY TOWNSHIP SEC 17, T-5, R-3] [St. Clairsville, Ohio 43950
] [Date March 15, 2006

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
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To: Nick Rocchio, FO, Pultney Township Trustees, P.O. Box 225, Bellaire, OH 43906

You are hereby notified that the 5th day of April, 2006, at 11:45 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/
Assistant Clerk of the Board

- Mail by certified return receipt requested

cc: Pultney Township Trustees

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION AUTHORIZING THE
PARTICIPATION IN ODOT COOPERATIVE PURCHASING PROGRAM**

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

RESOLUTION

WHEREAS, Section 5513.01 (B) provides the opportunity for Counties to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

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

Section 1. That the Belmont County Engineer hereby request authority in the name of the Board of Belmont County Commissioners to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01 (B).

Section 2. That the Belmont County Engineer is hereby authorized to agree in the name of the Board of Belmont County Commissioners to be bound by all terms and conditions as the Director of Transportation prescribes.

Section 3. That the Belmont County Engineer is hereby authorized to agree in the name of the Board of Belmont County Commissioners to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the Belmont County Commissioners participates, for items it receives pursuant to the contract.

Section 4. That the Board of Belmont County Commissioners agrees to hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in a contract pursuant to Ohio Revised Code Section 5513.01 (B). In Witness Whereof, the following have executed this instrument this 15th day of March 2006.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING CONTRACT WITH
GLEN JAMES AND SONS AND PROCEED WITH NOTICE
OF AWARD/BCSSD EXIT 215 WASTEWATER COLLECTION
SYSTEM-PHASE II**

Motion made by Mr. Longshaw, seconded by Mr. Thomas to enter into contract with Glen James and Sons, Zanesville, Ohio in the amount of \$311,597.50 for the Belmont County Sanitary Sewer District Exit 215 Wastewater Collection System-Phase II, based upon the recommendation of Jeff Vaughn, Project Engineer and David Grum, Project Consultant, and to proceed with the Notice of Award.

Note: This is for the Base Bid plus Alternates A, B and C.

AGREEMENT

This Agreement is dated as of the 15th day of March in the year 2006, by and between the **Belmont County Commission** hereinafter called Owner, and **Glen James & Sons, Inc.**, hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

**BELMONT COUNTY SANITARY SEWER DISTRICT
EXIT 215 WASTEWATER COLLECTION SYSTEM – PHASE II
Base Bid plus Alternates A, B and C.**

ARTICLE 2 - ENGINEER

The Project has been designed by Vaughn, Coast & Vaughn, St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The work of the Base Bid and Alternates A, B and C will be fully completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 180 Days after the date when the Contract Time commences to run.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work, or designated part, is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand dollars (\$1,000.00)** for each calendar day that expires after the time specified for Substantial Completion, in Paragraph 3.1 of this Agreement, until the Work, or designated part, is Substantially Complete.

ARTICLE 4 - CONTRACT PRICE

- 4.1 Owner shall pay Contractor for performance of the work (Base Bid plus Alternates A, B and C) in accordance with the Contract Documents in current funds as follows:

Three hundred eleven thousand, five hundred ninety-seven dollars and fifty cents.

Written

\$ 311,597.50

Numeric

ARTICLE 5 - PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values provided for in Paragraph 14.01 of the General Conditions.
- 5.1.1 Prior to 50% Completion, progress payments will be in an amount equal to 92% of the work completed, and 100% of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 5.1.2 Upon 50% Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 96% of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 14.02 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 6 - INTEREST

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.01 as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

- 8.1 This Agreement, pages 00500-1 to 00500-5, inclusive.
- 8.2 Exhibits to this Agreement, pages - to -, inclusive.
- 8.3 Ohio Guaranty Bonds, identified as exhibit 00605.
- 8.4 Notice of Award and Notice to Proceed.
- 8.5 General Conditions, pages 1 to 42, inclusive.
- 8.6 Supplementary Conditions, pages 00800-1 to 00800-5 inclusive.
- 8.7 Specifications bearing the title:

IN THE MATTER OF ENTERING AGREEMENT ON BEHALF OF BELMONT COUNTY SHERIFF WITH THE VILLAGE OF HOLLOWAY

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into an agreement, on behalf of the Belmont County Sheriff, with the Village of Holloway for the purpose of providing police services to said village for a period of one year from January 1, 2006 through December 31, 2006; monthly sum of one thousand dollars (\$1,000.00) to be paid by the Village of Holloway to the Sheriff's department.

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of March, 2006 by and between the Village of Holloway, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio and Fred C. Thompson, Sheriff of Belmont County, Ohio pursuant to Section 311.29, Ohio Revised Code.

WITNESSETH:

SECTION 1. In consideration of the monthly sum of One Thousand Dollars (\$1,000.00) to be paid by the Village of Holloway to the Sheriff, the Sheriff agrees to perform any police functions, exercise any police power, or render any police service which the Village may perform, exercise or render, which shall consist of a deputy patrolling the Village of Holloway on a part-time basis, during which time the deputy shall be acting within the scope of his employment with the Belmont County Sheriff's Office.

SECTION 2. The Sheriff will provide the necessary motor vehicle for said deputy, and the necessary equipment and supplies to be used by said deputy in the performance of this contract. The Sheriff will be responsible for all gasoline expenses, repairs and maintenance charges incurred with respect to said motor vehicle.

SECTION 3. The deputy assigned by the Sheriff to the Village on the part-time basis set forth above will be covered by Workers' Compensation insurance maintained by the Belmont County Sheriff's Office. The deputy assigned to the Village of Holloway by the Sheriff shall be acceptable to the Village.

SECTION 4. The Sheriff will further maintain public liability insurance coverage on the deputy assigned to the Village during the term of the contract.

SECTION 5. The contract shall be for a term of one (1) year, from January 1, 2006 until December 31, 2006 unless the parties mutually agree to an extension in writing.

SECTION 6. The Sheriff of Belmont County has the option of providing a police facility in the Village of Holloway, and space to be provided at no cost to the County.

SECTION 7. The Sheriff Deputy assigned to police service for the Village of Holloway will meet with the Mayor or the Mayor's designee on a weekly basis to discuss any ongoing issues or concerns of either party.

IN CONSIDERATION THEREOF, the parties have hereunto set their hands to duplicates hereof the day and year first above written.

APPROVED:

THE VILLAGE OF HOLLOWAY, OHIO

Beverly Bargar, Mayor

Clerk-Treasurer

APPROVED AS TO FORM:

Solicitor, Village of Holloway

Fred A. Thompson
Belmont County Sheriff

Upon roll call the vote was as follows:

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/

Mark A. Thomas

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr., President

Gordie W. Longshaw /s/

Gordie W. Longshaw, Vice President

APPROVED AS TO FORM:

David Liberati /s/

David Liberati, Belmont County

Assistant Prosecuting Attorney

Joseph A. Pappano /s/

Joseph A. Pappano

Belmont County Auditor

Mr. Thomas Yes

Mr. Longshaw Yes

Mr. Probst Yes

IN THE MATTER OF AWARDING BID FOR ONE (1) DIESEL POWERED SCHOOL BUS BODY AND SCHOOL BUS CHASSIS FOR BOARD OF MR/DD TO OHIO BUS SALES

Motion made by Mr. Thomas, seconded by Mr. Longshaw to award the bid for furnishing one (1) diesel powered school bus body and one (1) diesel powered school bus chassis for the Board of MRDD to Ohio Bus Sales-the lowest and best bidder to meet the required specifications-in the amount of \$70,185.00, based upon the recommendation of Monty Kerr, Superintendent, Belmont County Board of Mental Retardation and Developmental Disabilities.

Upon roll call the vote was as follows:

Mr. Thomas Yes

Mr. Longshaw Yes

Mr. Probst Yes

IN THE MATTER OF AWARDING BID FOR ONE (1) TRANSIT BUS FOR THE BOARD OF MR/DD TO MYERS EQUIPMENT CORPORATION

Motion made by Mr. Thomas, seconded by Mr. Longshaw to award the bid for furnishing one (1) transit bus for the Board of MR/DD to Myers Equipment Corporation in the amount of \$89,300.00, based upon the recommendation of Monty Kerr, Superintendent, Belmont County Board of Mental Retardation and Developmental Disabilities.

Upon roll call the vote was as follows:

Mr. Thomas Yes

Mr. Longshaw Yes

Mr. Probst Yes

11:00 A.M. Agenda Item-Beverly Riddle, Program Administrator-Belmont Soil & Water Conservation District

Ms. Riddle said the Buckeye Hills RC&D Council voted at their January 27, 2006 meeting to offer a grant opportunity to eligible agencies and entities in the nine-county service area. Ms. Riddle requested this grant be pursued for the walking trail at Fox Shannon Park. The total dollar amount of the grants is \$1,800, to be divided among three counties (maximum \$600 per county). The grant proposals must follow the guidelines of the "Natural Resources Conservation and Development Fund" as established at the Marietta Community Foundation and must be accompanied by an assurance of matching resources from the agency or entity making the application. Ms. Riddle said Belmont Technical College and the Belmont-Harrison Joint Vocational School have agreed to be a partner in this project. The deadline for application is April 10, 2006.

Commissioner Thomas said "we will start the process of getting a Memorandum of Understanding with Belmont Technical College and the vocational school."

11:12 A.M. BREAK

12:13 P.M. RECONVENE

**IN THE MATTER OF APPROVING MINUTES
OF REGULAR BOARD OF COMMISSIONERS MEETING**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the minutes of the Belmont County Board of Commissioners regular meeting of: January 25 and February 1, 2006 .

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH
ERB ELECTRIC RE: REPLACEMENT OF TELEPHONE SYSTEM
AT BCDJFS FOX-SHANNON AND OAKVIEW BUILDINGS**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into contract with Erb Electric, on behalf of Belmont County Department of Job & Family Services, in the amount of \$64,122.00 for replacing the telephone system at the department's 310 Fox-Shannon and Oakview locations.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:14 P.M.**

Motion made by Mr. Probst, seconded by Mr. Thomas to adjourn the meeting at 12:14 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 22nd day of March, 2006.

_____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr., and Jayne Long, 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