St. Clairsville, Ohio September 15, 2015

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

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

IN THE MATTER OF APPROVING RECAPITULATION

OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$745,896.34

Upon roll call the vote was as follows:

Mr. Thomas Mr. Coffland Yes Mrs. Favede Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0051-A001-A20.012 Equipment	\$69,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0070-A012-A02.002 Salaries-Employees	\$19,320.00
E-0051-A001-A14.012 Equipment	E-0257-A017-A00.000 Contingencies	\$10,000.00
E-0051-A001-A13.000 Postage	E-0257-A017-A00.000 Contingencies	\$10,000.00
E-0055-A004-B02.010 Supplies	E-0055-A004-B01.002 Salaries-Employees	\$20,000.00
E-0055-A004-B18.000 Other Expenses	E-0257-A017-A00.000 Contingencies	\$25,232.71
E-0131-A006-A16.000 Other Expense	E-0131-A006-A04.002 Salaries-Road Deputies	\$1,410.42
E-0256-A014-A01.000 CORSA Costs	E-0257-A017-A00.000 Contingencies	\$143,927.94
E-0256-A014-A05.000 Official Bonds	E-0257-A017-A00.000 Contingencies	\$1,930.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS

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

P05 WWS #3 REVENUE FUND AND THE O09 BOND RETIREMENT-WATERLINE EXTENSION PROJECT FUND/BCSSD

FROM TO **AMOUNT** R-9206-O009-O08.574 Transfers In E-3702-P005-P34.074 Transfers Out \$16,614.37

January, February and March, 2015 Surcharge Collection Fee

P53 SSD#2 REVENUE FUND AND THE O10 BOND RETIREMENT-FORCE MAIN EXTENSION PROJECT/BCSSD

AMOUNT FROM E-3705-P053-P16.074 Transfers Out R-9207-O010-O05.574 Transfers In \$30,500.32

April, May and June, 2015 Surcharge Collection Fee

BCSSD/VARIOUS FUNDS

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9252-O052-O10.574 Transfers In	\$10,182.60
E-3702-P005-P34.074 Transfers Out	R-9251-O051-O10.574 Transfers In	\$29,511.10
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$19,522.10

September Monthly Bond Transfer

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following dates:

\$3,000.00

JANUARY 2, 2015 N29 CAPITAL PROJECTS-FACILITIES FUND

E-9029-N	N029-N02.05:	5			Courthouse Bldg	g. Repair	\$16,700.00
	1 1.	7	 c	. 1	• ,		

For new desktop and cabinetry for courthouse security area.

SEPTEMBER 15, 2015

GENERAL FUND	
E-0054-A006-F11.012	
D00 ROAD AND BRIDGES FUND/ENGINE	EERS

E-1655-D000-D05.013 Contract/Projects \$1,031,831.55 **K00 MVGT-ENGINEERS FUND** Contract-Projects Bridge \$9,579.40

Equipment

E-2813-K000-K30.013

JUVENILE COURT/VARIOUS FUNDS E-0400-M062-M02.000 Other Expenses \$3,974.37 \$17,996.30 E-0400-M064-M05.000 Placement Costs E-0400-M067-M01.002 Salaries \$50,000.00 E-0400-M067-M02.003 **PERS** \$1,014.16 Insurances E-0400-M067-M05.008 \$17,000.00 E-0400-M072-M04.000 **Drug Court Expenses** \$475.00 Salaries E-0400-M078-M01.002 \$50,000.00 \$50,000.00 E-0400-M078-M02.008 Fringe Benefits E-0400-M078-M05.000 Other Expenses \$55,538.46 S70 IN-HOME CARE LEVY FUND/SSOBC

E-5005-S070-S13.000

E-9830-Y030-Y10.000

Y79 UNCLAIMED FORECLOSURE FUND

E-9879-Y079-Y05.074

Upon roll call the vote was as follows:

\$182.83 **Unemployment Compensation**

Project Payments-Capital Outlay \$500.00

Transfers Out \$437.20

Mr. Thomas Yes

Mr. Coffland Yes Mrs. Favede Yes

IN THE MATTER OF APPROVING

THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated September 15, 2015, 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 to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION

FOR COUNTY EMPLOYEES TO TRAVEL

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

AUDITOR – Larry Craig and Anthony Rocchio to Columbus, OH, on October 14, 2015, for a meeting on/with the Thompson Reuters/Tax and Accounting/MVP. A county vehicle will be used. Estimated expenses: \$200.00

COURT OF COMMON PLEAS/PROBATE DIVISION – Clerks Judy Winland and Melissa Williams to Lewis Center, OH, on October 19-20, 2015, to attend a Probate Clerks Conference. Court Administrator Jennifer Shunk to Columbus, OH, on September 18, 2015, to attend the DYS Reclaim Subsidy Grant meeting.

DJFS – Vince Gianangeli to Columbus, OH, on September 22, 2015, for a Mandated Share Workgroup meeting. Estimated expenses: \$150.00. Upon roll call the vote was as follows:

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

IN THE MATTER OF RESCHEDULING

COMMISSIONERS' MEETING DAY

Motion made by Mr. Thomas, seconded by Mr. Coffland to hold the Board's regular meeting on Tuesday, September 29, 2015 at 9:00 a.m. instead of on Wednesday, September 30 and to notify the media of the same.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING

ENGAGEMENT LETTER WITH DINSMORE & SHOHL, LLP

TO ACT AS BOND COUNSEL/SSOBC ANTICIPATION NOTES

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Engagement Letter with Dinsmore & Shohl, LLP, to act as Bond Counsel regarding the \$4,000,000 Senior Services Center Bond Anticipation Notes dated October 8, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING

THE ISSUANCE OF NOT TO EXCEED \$4,000,000 OF NOTES TO PAY PART OF THE

COST OF CONSTRUCTING A SENIOR SERVICES - COMMUNITY ACTIVITIES CENTER

WITH RELATED FURNITURE, FIXTURES AND KITCHEN EQUIPMENT.

Motion made by Mr. Thomas, seconded Mr. Coffland to adopt the resolution authorizing the issuance of not to exceed \$4,000,000 of notes to pay part of the cost of constructing a Senior Services - Community Activities Center with related furniture, fixtures and kitchen equipment.

ENTERED IN COMMISSIONERS' JOURNAL

NO. <u>97</u>, PAGE NO.

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o'clock a.m., on September 15, 2015, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr Thomas

There was presented to the Board a Certificate As To Maximum Maturity of Bonds and Bond Anticipation Notes signed by the County Auditor.

moved the adoption of the following resolution: Mr Thomas

COUNTY OF BELMONT, OHIO

RESOLUTION NO.

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,000,000 OF NOTES TO PAY PART OF THE COST OF CONSTRUCTING A SENIOR SERVICES - COMMUNITY ACTIVITIES CENTER WITH RELATED FURNITURE, FIXTURES AND KITCHEN EQUIPMENT.

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of constructing a senior services community activities center with related furniture, fixtures and kitchen equipment (the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is twenty-seven (27) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from proceeds of voterapproved senior services property tax levies, and on such notes from such proceeds and proceeds of such bonds or renewal notes (collectively,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

Y30 ISSUE TWO MATCH MONIES

Absent:

the "Revenues");

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$4,000,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately October 1, 2016, shall bear interest at the rate of approximately seven percent (7%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding twenty-seven (27) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$4,000,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii)) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. No transfer of any Note shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "Senior Services Center Bond Anticipation Notes, Series 2015" or as otherwise provided in the Certificate of Award.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to Fifth Third Securities, Inc. (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law.

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the law firm of Peck, Shaffer & Williams, A Division of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That for purposes of this resolution, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry, and (ii) physical Note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Notes "immobilized" to the custody of the Depository, and the book entry maintained by others than this County is the record that identifies the owners of beneficial interests in those Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Notes or principal and interest, and to effect transfers of Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Notes, notwithstanding any other provision of this resolution. If and as long as a book entry system is utilized with respect to any of such Notes: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Notes in book entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book entry

form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this County's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this resolution.

The Paying Agent and Registrar may, with the approval of this County, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this resolution, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Paying Agent and Registrar. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Notes. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this resolution.

The County Auditor is authorized and directed without further action of this Board of County Commissioners to execute, acknowledge and deliver, in the name of and on behalf of this County, a blanket letter agreement between this County and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book entry system, and to take all other actions they deem appropriate in issuing the Notes under a book entry system.

If any Depository determines not to continue to act as Depository for the Notes for use in a book entry system, this County and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this resolution. If this County and the Paying Agent and Registrar do not or are unable to do so, this County and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver Note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by this County or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 12. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Bonds as a part of the Note Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 13. That the Clerk of this Board of County Commissioners, is hereby directed to forward a certified copy of this resolution to the County Auditor.

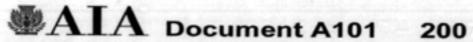
SECTION 14. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 15. That this resolution shall take effect immediately upon its adoption.

Mr. Coffland	seconded th	e resolution, and the roll being called u	upon the question of its adoption, the vote resulted as follows:
AYES: Mr.	Thomas	Mr. Coffland	Mrs.Favede
NAYS:			
ADOPTED	, this 15th day of S	September, 2015.	
	•	•	JayneLong/s/
			Clerk
			Board of County Commissioners
			County of Belmont, Ohio

IN THE MATTER OF ENTERING INTO CONTRACT BETWEEN BELMONT COUNTY COMMISSIONERS AND VENDRICK CONSTRUCTION, INC./SSOBC COMMUNITY BUILDING

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into contract between Belmont County Commissioners and VendRick Construction, Inc. for the Senior Services of Belmont County Community Building project in the amount of \$6,154,000.00.



Standard Form Agreement Between payment Stipulated

Contractor wher

AGREEMENT

(In wor indicate day

BETWEEN

(Name egal status, address

Belmont County 'ommission 101 West Main Street Saint Clairsville, OH 43950 Telephone Number: 740.699.2 Fax Number 740.699 2156

and the Contractor
(Name, gal status, address

VendRick Construction Incorporat 367 Collar Price Road Brookfield, OH 44403 Telephone Number: 330,448 ax Number: 330,448,4773

for the following Project: (Name, local and detaile

Senior Services of Belmont 45240 National Road Saint Clairsville, OH / 28,405 sq.ft facility to employee areas, shipping

nere ee

cooking

The Architect (Name, legal

PO Bo

ABLE

CONTRACT

THE WORK OF THIS CONTRACT

DATE COMMENCEMENT

COMPLETION

4 CONTRACT SUM

AYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION 8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRAC

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist
Conditions), Drawings, Specifica
in this Agreement and Modification
as fully a part of the Contract as
and integrated agreement between
either written or oral. An en

ARTICLE 2 THE WORK OF THIS CONTRACT The Contractor shall fully execute the Work the Contract Documents the response

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be the date of this Agreement below or provision is made for the date to be fixed of the date of commencement if it diffe be fixed in a notice to proceed.

to the commencemen time requiremen The author of this document added information completion.

AIA standard

ADDITIONS

Supplementary and other eement, other documents listed which form th Contract, and

ontract represents representations

AlA standard

Deletions Report
information well
standard form text
the author and
vertical line in the
document indicates
has added necess
and

This document consequences Consultation attorney

from

Substantial Completion Date

subject to adjustments Ansers provisions, bonus payments

inquidated damages relating failure achieve Substantial ompletion of the Work.

Dumages and one thousand dollars) per calendar day for days weeks) beyond the Completion and \$2,000.00 (thousand dollars) calendar day thereafter

ARTICLE 4 CONTRACT SUM § 4.1 The Owner shall pay the Contract. The Contract Sum shall), subject to additions and deductions

§ 4.2 The Contract Sum is based and are hereby accepted by the Owner (State the numbers or other identification Owner to accept other alternates subsequent execution alternates showing the amount for

Alt #1 - Standing Seam Metal Roofing Alt#2 - Standing Seam Metal Roofing Alt#4 - Radiant Heat (Snow Melt) Alt #5 - Remote Controlled Window Shades/B Alt #7 - Asphalt Paving for Rear Alt #8 - Interior Room Identification

§ 4.3 Unit prices, if any: (Identify and state the unit price state quantity

Item #1 Removal of unsatisfactory #1 Removal of unsatisfactory replace with satisfactory #2 Rock excavation and replacement satisfactory soil material #3 Elevator jack hole rock excav

4.4 Allowances included allowance and state

#1 Testing #2 Oak Tree Repair Wall Sign

PROGRESS 1 Based upon Payment issued by ontractor as

§ 5.1.3 Provided that Application a month, the shall make payment the following month. If an Application for Payment payment shall be made by the Owner not for Payment. (Federal

Contractor not than the 1st (first) day
Architect after the application date fixed above,
) days after the Architect receives Application

of

\$ 5.1.4 Each Application for Payment shall be based in accordance with the Contract Documents. The schedule values shall allocate the entire Contract Sum among various portions of the Work schedule sha substantiate its accuracy as the Architect as a basis for reviewing the Contractor* Applications

Schedule of values submitted Contract Sum among epared such form supported by such data to by the Architect, shall be

Contractor

§ 5.1.5 Applications for Payment show the percentage the period covered by the Application

§ 5.1.6 Subject to other provisions

5.1.6 Subject to other provisions
computed as follows:

1 Take that portion of contract properly
multiplying the percentage completion
allocated to that portion
Pending final determination th
be included as provided
Contract for Construction,
Add that portion of th
suitably stored at
advance by the Owner
ten percent (

ten percent (Subtract the aggregate Subtract amounts, if any, for provided in Section 9.5 of AIA

shall

Work as determined by ork by the share of the Contract Sum retainage o ten percent (10 in the Work, amounts not in dispute shall -2007, General Conditions

materials equipment delivered completed construction (or 'f writing less materials

The progress payment amount determined following circumstances:

Add, upon Substantial Completion Work, sent to the total paymen full amount of the Contract Sum, less such amounts Architect shall determine for incomplet Work, retainage applicable to such work and unsettled claims; and (Section 9.8. of AIA Document A2 2007 ompletion of W with consent dd, if final completion additional amounts

Reduction or ntended, prior entages inserted

the fully performed Contract Work as provided in Section 12.2.2 of AIA Document any, which extend beyond final payment; and final Certificate for Payment has been issued

for the Contractor responsibility 2007, satisfy other requirements,

5.2.2 The Owner payment the Contractor shall Architect's final Certificate for Payment, as follows:

days after the issuance

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 INITIAL DECISION MAKER
The Architect will serve as Initial Decision parties appoint below anoth dual,
(If the parties mutually agree, trise other than the Architect.)

pursuant to Secti

Document A20 -200

§ 6.2 BINDING DISPUTE RESOLUT For any Claim subject to, but not method of binding dispute resolution (Check the appropriate box If the do not subsequently agree in writi resolved by litigation in a court of

dispute

ng dispute litigati

Arbitration pursuant

[Litigation in of compet

[] Other c(5)

ARTICLE 7 TERMINATION OR SUSPENSION § 7.1 The Contract may be terminated by the Owner A201-2007

ARTICLE MISCELLANEOUS PROVISIONS § 8.1 Where reference made in this Agreement Docum the reference

855 East Cooke Columbus, OH Telephone Fax Number 4.886. Mobile Number-Email Address.

representati other

(Name. Anthony Vendernia Anthon 367 Collar Price Road Brook field, OH 44403 Telephone Number: 330,448,4600 Fax Number: 330 448,4773

Email Address: estimating@vendr

§ 8.5 Neither the Owner's nor other party.

§ 8.6 Other pr visions:

ARTICLE 9 ENUMERATION OF 9.1 The Contract Documents, the sections bel

9.1.1 The Agreement and Contractor

.2 The

AIA

Document Copy of

Building and Construction Trades Council AFL-CIO and Signatory Local Unions

Sales and Use tax Construction Contract Exemption Certificate

§ 9.1 The Specifications: (Either list the Specifications here efer Exhibit "SSOBC-CB Specifications

attached this document.

Rev

Date

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer Exhibit " SSOBC-CB Drawing List" be attached

an exhibit attached to this A this document.

Title

Date

§ 9.1.6 The Addenda, if any:

Number #1 see attached

Date

Portions of Addenda relating to bidding requirements requirements are also enumerated in this Arti

9.1 Additional documents if

AIA Document E201™-2007 following:

Data

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here any additional documents
Document A201–2007 provides that bidding requireme
Instructions Bidde forms and he
unless enume
Contract

Section 00211 Spec Section 00221 AIA A101-2007

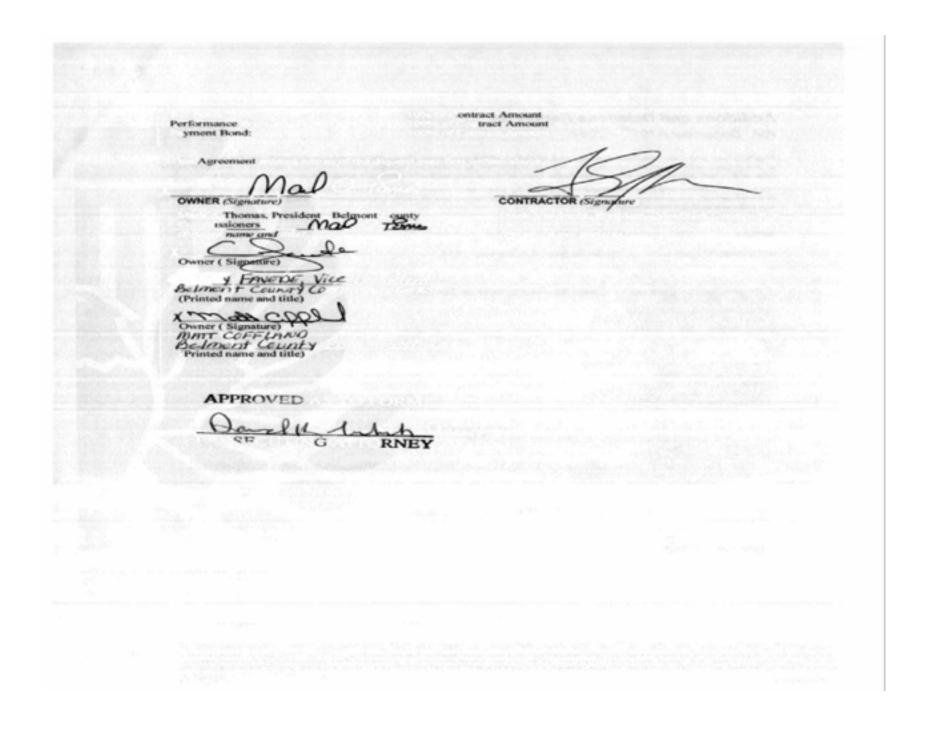
TRUCT
SUPPLEMENT
OF AGREEMENT BETWEEN OWNER
GENERAL CONDITIONS THE CONTRACT OR STR
CONTRACTOR'S QUAL TION ST TEMENT REQUESTED)
BID BOND

AIA A701-1997
AIA G701-2001
AIA G702-1992
AIA G703-1992
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AIA G718-2007
AIA G708-2000
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ARTICLE 10 INSURANCE The Contractor shall purchase A20 2007 (Stat bonding requireme 2007.)

Type of

Damage (Any



Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING A WAIVER OF CONFLICT OF INTEREST WITH BRICKLER & ECKLER, ATTORNEYS AT LAW/

<u>VARIOUS CONSTRUCTION PROJECTS</u>

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve executing a Waiver of Conflict of Interest with Bricker & Eckler, Attorneys at Law, regarding various construction projects, including renovations to the Courthouse and construction of a County Administration Building.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE REQUEST FROM THE TOURISM COUNCIL FOR ADDITIONAL MONIES

FROM THE LODGING TAX RECEIPTS

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the request from the Belmont County Tourism Council to forward an additional \$11,030.00 from the lodging tax receipts for the month of September. This additional money is for the Belmont County Historical Society/The Belmont County Victorian Museum for the remaining payment of the roof/porch restoration.

Note: This is in addition to their monthly allotment for operating expenses for September.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE CRIMINAL COST REPORT SUBMITTED BY THE BELMONT COUNTY SHERIFF'S OFFICE

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the Criminal Cost Report for the period of September 1, 2014 through August 31, 2015 as submitted by the Belmont County Sheriff's Office per Ohio Revised Code 311.16. Upon roll call the vote was as follows:

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the following Public Road Petition for "the vacation of a portion of Vine Alley in Boston located in Somerset Township" 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 # 1133** in accordance with Ohio Revised Code Section 5553.04.

PUBLIC ROAD PETITION Rev. Code Sec. 5553.04

Belmont County, Ohio

NAME (SIGN & PRINT)

James F. Lucas/s/ James F. Lucas September 9, 2015 Imp# 1133

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 Vine Alley in Boston located in Somerset Township Section 20, T-7, R-6 and recorded in Volume R Page 357 Belmont County Recorder's Office

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:

That portion of Vine Alley between lots 11 and 29 being 16.5' wide and 60' in length.

PUBLIC ROAD PETETION
TAX MAILING ADDRESS (PLEASE PRINT)

John Clift/s/ 43077 Bristol St. -Boston John W. Clift Barnesville, Ohio 43713 Sheryl Clift/s/ 43077 Bristol St. - Boston Sheryl Clift Barnesville, Ohio 43713 Susan E. Cook/s/ 54000 Boston Rd Jerusalem OH 43747 Susan E. Cook David B. Cook/s/ 54000 Boston Rd David B. Cook Jerusalem OH 43747 Beverly Wade/s/ 54190 Vine Aly Beverly Wade Barnesville, Ohio 43713 Roger S. Wade/s/ 54190 Vine Alley Roger S. Wade Barnesville Ohio 43713 Martha Stephen/s/ 54240 Vine Alley Martha Stephen Jerusalem, Ohio 43747 Kathleen Miller/s/ 34562 Rock River Rd. Kathleen Miller Jerusalem, Ohio 43747 Thomas J. Miller/s/ 34562 Rock River Road Thomas J. Miller Jerusalem, Ohio 43747 53945 Boston Rd. John Leek/s/ John Leek Jerusalem, Ohio 43747 Edward A. Miller/s/ 53763 Boston Rd. Jerusalem, Ohio 43747 Edward A. Miller

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION OF A PORTION OF VINE ALLEY

Office of County Commissioners

IN BOSTON, SOMERSET TOWNSHIP SEC. 20, T-7, R-6/RD IMP 1133

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. 1133

54732 Boston Rd

Barnesville, Ohio 43713

The Board of County Commissioners of <u>Belmont</u> County, Ohio, met in <u>regular</u> session on the <u>18th</u> day of <u>March</u> <u>2015</u> at the <u>office of the Commissioners</u> with the following members present:

Mrs. Favede Mr. Coffland Mr. Thomas

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 of a portion of Vine Alley in Boston located in Somerset Township Section 20, T-7, R-6 and recorded in Volume R Page 357 Belmont County Recorder's Office.

RESOLVED, That the 7th day of October, 2015 at 1:30 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 14th day of October 2015, at 9:30 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 <u>Times Leader</u> a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

Mr. <u>Coffland</u> seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

Mr. Thomas Yes_Mr. Coffland Yes Mrs. Favede Yes

Adopted September 15, 2015

Jayne Long /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. # 1133

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the welfare require the vacation of a portion of Vine Alley in Boston located in Somerset Township Section 20, T-7, R-6 and recorded in Volume R Page 357 Belmont County Recorder's Office, a public road, the general route and termini of which Road are as follows:

That portion of Vine Alley between lots 11 and 29 being 16.5' wide and 60' in length.

Said Board of County Commissioners has fixed the 7th day of October, 2015, at 1:30 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 14th day of October, 2015, at 9:30 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**

Jayne Long /s/

Jayne Long, Clerk

ADV. TIMES LEADER (2) Tuesdays – September 22 and 29, 2015

IN THE MATTER OF AUTHORIZING THE BELMONT

COUNTY SANITARY SEWER DISTRICT TO HIRE JAMES

BAUGH AS URS/SUBSTITUTE OPERATOR ON AN INTERMITTENT BASIS

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize the Belmont County Sanitary Sewer District to hire Mr. James Baugh as a URS/Substitute Operator as an intermittent employee beginning September 16, 2015 at the rate of \$28.00 per hour, not to exceed 1000 hours per year, with no county benefits.

Upon roll call the vote was as follows:

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

Discussion – Mr. Thomas noted Mr. Baugh is a retired Sanitary Sewer District employee who is returning to help URS, the company hired to do a county wide study of the Sanitary Sewer District department's rates and debt.

IN THE MATTER OF AUTHORIZING THE BELMONT

COUNTY SANITARY SEWER DISTRICT TO HIRE JOANN

STILES AS URS/OFFICE COORDINATOR ON AN INTERMITTENT BASIS

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize the Belmont County Sanitary Sewer District to hire Mrs. JoAnn Stiles as a URS/Office Coordinator as an intermittent employee beginning September 22, 2015 at the rate of \$26.00 per hour, not to exceed 1000 hours per year, with no county benefits.

Upon roll call the vote was as follows:

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

Discussion – Mr. Thomas noted Mrs. Stiles is a retired Sanitary Sewer District employee who is also returning to work with URS to provide insight, guidance and information regarding the county wide study.

IN THE MATTER OF APPROVING AND SIGNING

THE SUMMARY OF BENEFITS WITH CEBCO/ANTHEM

RENEWAL 2016 HEALTH CARE INSURANCE FOR COUNTY EMPLOYEES

By:

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the summary of benefits effective 1/01/2016 with CEBCO/Anthem for the renewal of the 2016 health care insurance for county employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING A SUBORDINATION OF MORTGAGE IN REGARD TO PROPERTY OWNED BY JASON & ALICIA WILLIAMS/BELOMAR

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize the signing of a Subordination of Mortgage request in the amount of \$114,700.00 in regard to property owned by Jason E. and Alicia A. Williams based upon the recommendation of A. C. Wiethe, Belomar Regional Council. Note: Former CHIP grant recipients that are refinancing.

SUBORDINATION AGREEMENT

KNOW ALL ME BY THESE PRESENTS, that in consideration that Wesbanco Bank, Inc. of 1 Bank Plaza, Wheeling, West Virginia, shall loan the sum of \$114,700.00 to Jason E. and Alicia A. Williams, married, of 150 Commodore Lane, Barnesville, Ohio, upon the security of a mortgage recorded in Official Record Volume Pages , upon the following real property:

Situated in the Village of Barnesville, County of Belmont, State of Ohio, and known as and being Lots 22 and 23 as shown and designated on the Plat of Captina Creek Estates as platted and of record in Cabinet C., Slide 199, of the Belmont County Plat Records The undersigned, Matt Coffland, Ginny Favede and Mark A. Thomas, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said WesBanco Bank, Inc, of 230 East Main Street, Barnesville, Ohio shall be a second lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive, in its favor, the priority of Mortgage thereon dated February 17, 2009 and executed and delivered to the Belmont County Recorder, by said Jason E. and Alicia A. Williams, and recorded in Volume 178, at Pages 731-746, of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages WesBanco Bank is not the owner and holder.

Matt Coffland, Ginny Favede and Mark A. Thomas, Belmont County Commissioners, have caused their names to be subscribed hereto this 15th day of September 2015.

Belmont County Commissioners:

Ginny Favede/s/ Ginny Favede Matt Coffland/s/ Matt Coffland Mark A. Thomas/s/

Mark A. Thomas

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING ESTIMATE FROM

TIM'S CUSTOM INSTALLATION TO INSTALL AN AMERICAN

SERENITY CUSTOM SECURITY DESK/COURTHOUSE SECURITY STATION

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the estimate from Tim's Custom Installation, Inc. in the amount of \$16,700.00 for the materials and installation of an American Serenity Custom Security Desk and countertops for the Courthouse Security station.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESCINDING THE MOTION FOR THE REQUEST FROM THE TOURISM COUNCIL FOR ADDITIONAL MONIES FROM THE LODGING TAX RECEIPTS

Motion made by Mr. Thomas, seconded by Mr. Coffland to rescind the motion for the request from the Belmont County Tourism Council to forward an additional \$11,030.00 from the lodging tax receipts for the month of September. This additional money is for the Belmont County Historical Society/The Belmont County Victorian Museum for the remaining payment of the roof/porch restoration. *Note: This is in addition to their monthly allotment for operating expenses for September.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE REQUEST FROM THE TOURISM COUNCIL FOR ADDITIONAL MONIES

FROM THE LODGING TAX RECEIPTS

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the request from the Belmont County Tourism Council to forward an additional \$36,870.00 from the lodging tax receipts for the month of September. This additional money is for the Belmont County Historical Society/The Belmont County Victorian Museum for the remaining payment of the roof/porch restoration.

Note: This is in addition to their monthly allotment for operating expenses for September.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING PROCLAMATION IN DECOGNITION OF HUNGER ACTION MONTH

IN RECOGNITION OF HUNGER ACTION MONTH

Present were Linda Mayberry, Mid-Ohio Food Bank and Major Patrick, Belmont County Salvation Army.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation recognizing September as Hunger Action Month

PROCLAMATION

September is Hunger Action Month

WHEREAS, hunger and poverty are issues of grave concern in the United States and the State of Ohio; and

WHEREAS, Belmont County is committed to taking steps to raise awareness about the need to combat hunger in every part of our state and to provide additional resources that citizens of Belmont County need; and

WHEREAS, Belmont County is committed to working with Mid-Ohio Foodbank in educating people about the role and importance of food banks in addressing hunger and raising awareness of the need to devote more resources and attention to hunger issues; and

WHEREAS, more than <u>524,000</u> individuals in Ohio rely on food provided by Mid-Ohio Foodbank annually; and

WHEREAS, the Mid-Ohio Foodbank distributed more than 58 million pounds of food and groceries in 2014 through its network of food pantries, soup kitchens, shelters and other community organizations; and

WHEREAS, Belmont County would like to thank our county wide partners, which include: Abundant Life Food Pantry, Barnesville St. Vincent DePaul Society, Bridgeport Council of Churches Pantry, Flushing Ministerial Association Pantry, Living Bread Kitchen, Project Manna-Epworth Center Pantry, Salvation Army Belmont County, Shadyside Fellowship Pantry, St. Clairsville Food Pantry, St. Frances Cabrini Community Food Pantry, The Daily Bread Center, and the Yorkville UMC Pantry; and

WHEREAS, food banks across the state – including Mid-Ohio Foodbank – will promote numerous events throughout the month of September to bring awareness and attention to encourage involvement in efforts to end hunger in their local community;

NOW, THEREFORE, we, the board of Belmont County Commissioners do hereby recognize September as

HUNGER ACTION MONTH in Belmont County, and we call this observance to the attention of our citizens.

Adopted this 15th day of September, 2015.

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/
Mark A. Thomas /s/
Ginny Favede /s/

Upon roll call the vote was as follows:

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

Discussion – Ms. Mayberry thanked the Board of Commissioners for their support. She stated 15.3% of residents in Belmont County do not have access to enough food to live active, healthy lives. For that reason the Belmont County Hunger Coalition formed to make sure all neighbors, friends, and family members have access to the food they need to grow strong. In 2015 Mid-Ohio Foodbank worked with eighteen dedicated community based organizations in Belmont County, such as food pantries, senior centers, schools, soup kitchens, etc. to distribute over 1.7 million pounds of food to families in need. Major Patrick said the need in our community is amazing and wants to assure no one in our county goes hungry. He thanked the Board of Commissioners for helping raise awareness.

Reconv	vened Thursday, September 16, 2015 at 9:54 a	a.m. Commissioners	Coffland, Thomas and Favede present. No further business.		
	E MATTER OF ADJOURNING MISSIONERS MEETING AT 9:54 A.M. Motion made by Mr. Thomas, seconded by Mr.	. Coffland to adjourn t	the meeting at 9:54 a.m.		
	Upon roll call the vote was as follows:	Mr. Thomas	Yes		
		Mr. Coffland Mrs. Favede	Yes Yes		
Read, a	pproved and signed this <u>23rd</u> day of <u>September</u> ,				
	Mark A. Thomas /s/				
	Ginny Favede /s/	COUNTY COMMI	ISSIONERS		
	Matt Coffland /s/				
We, Mark Thomas and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.					
	Mark A. Thomas /s/	PRESIDEN	NT		
	Jayne Long /s/	CLERK			