

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ryan E. Olexo, Charles R. Probst and Mark A. Thomas, Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of June 8, 2001, 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 THE ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE.

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, seconded by Mr. Olexo 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
Ohio AFSCME Care Plan	Dental & Drug coverage-General	\$225.00
Dr. Troy Balgo	Medical Services-General	1,200.00
Treasurer of State of Ohio	Auditing srv/GAAP services/Aud-Gen	13,270.75
Marathon Oil Company	Apr & May gas-Dog & Kennel	484.27
Tommie E. McGlothlin	May euthanasia-Dog & Kennel	90.00
J. E. Beres Company	Maintenance contrct/Auditor RE Assess	10,800.00
Shereza O'Hara, Engineer's Dept.	Reimburse expenses-Summer Conf/MVGT	93.15
Donald Pickenpaugh, Engineer's Dept.	Reimburse expenses-Summer Conf/MVGT	39.49
Sandra Nardo	Victim of Crime pmt-Juvenile Court	600.00
Bridgette McLeod	Makeovers for girls/SPIRIT prog-Juv Ct	120.00
Larry Siebieda, Architect	Architect srv/Tacoma garage-Bldg Const	4,297.00
OME-RESA	Service-Oakview Admin Bldg	11,137.43
Eastern OH Regional Wastewater Auth	Sewage disposal-Sanitary Sewer	28,010.87
Alltel	Service-Common Pleas Grant	35.59
Marathon Oil	Gasoline-Common Pleas Grant	44.43
West Group	Trial handbook-Western Ct Computer Fund	116.00
Papa John's Pizza	Lunch for jurors-Northern Spec Projects	18.18
Contingency Fund BGH	Contingency Fund-Bel-Harr Group Homes	260.38
Contingency Fund GGH	Contingency Fund-Bel-Harr Group Homes	191.31
Beth Oprisch	Travel & Training-Sargus Center	129.29

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE GENERAL/SHERIFF'S FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the General Fund in the amount of \$5,318.23, \$13,173.39, \$9,673.54 and \$1,582.58 and for the Sheriff's Fund in the amount of \$2,128.23 dated for June 13, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE PROBATE COURT INDIGENT
GUARDIANSHIP FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Probate Court Indigent Guardianship Fund in the amount of \$137.95 dated for June 13, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE DEPARTMENT OF HUMAN SERVICES FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Department of Human Services Fund in the amounts of \$1,800.00, \$28,540.97 and \$210,000.00 dated for June 13, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE COUNTY HOME/PARK HEALTH CENTER FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the County Home Fund in the amount of \$33,231.10 dated for June 13, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE LITTER CONTROL FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Litter Control Fund in the amount of \$1,064.02 dated for June 13, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE ENGINEER’S MVGT FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Engineer’s MVGT Fund in the amounts of \$40,847.38 and \$6.75 dated for June 13, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE SANITARY SEWER DISTRICT FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Sanitary Sewer District Fund in the amounts of \$6,615.02, \$9,972.75 and \$164,706.72 dated for June 13, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE SARGUS CENTER/GROUP HOMES FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Sargus Center Fund in the amounts of \$2,366.71 and \$6,992.06 and for the Group Homes Fund in the amount of \$3,119.87 dated for June 13, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE CERTIFICATE OF TITLE ADMINISTRATION FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Certificate of Title Administration Fund in the amount of \$622.55 dated for June 13, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF APPROVING RECAPITULATION
OF VOUCHERS FOR THE OAKVIEW JUVENILE REHABILITATION DISTRICT/
AFTERCARE PROGRAM FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Oakview Juvenile Rehabilitation District Fund in the amount of \$229.12 and for the Aftercare Program Fund in the amount of \$434.00 dated for June 13, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE SANITARY SEWER DISTRICT FUND

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfers within fund for the Sanitary Sewer District Fund.

FROM	TO	AMOUNT
SSD #2	SSD #2	
P053P16 Transfers Out	P053P03 Equipment	\$13,000.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFERS
WITHIN FUND FOR THE OAKVIEW JUVENILE
REHABILITATION DISTRICT AFTERCARE PROGRAM FUND

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following transfers within the fund for the Oakview Juvenile Rehabilitation District Aftercare Program Fund.

AFTERCARE PROGRAM		
FROM	TO	AMOUNT
S028-S04 Workers' Comp	S028-S02 PERS	\$142.87
S028-S04 Workers' Comp	S028-S03 Hospitalization	227.46
S028-S04 Workers' Comp	S028-S01 Salaries	457.08

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFER
OF FUNDS FOR THE SHERIFF GENERAL FUND
FROM THE DOMESTIC VIOLENCE GRANT FUND
TO THE SHERIFF DEPARTMENT GENERAL FUND

- Motion made by Mr. Olexo, seconded by Mr.Probst to make the following transfer of funds for the Belmont County Sheriff Department - Domestic Violence Grant Fund to the Sheriff Department General Fund.

FROM		TO		AMOUNT
T008-T01	Salaries	A006-A02	Salaries	\$ 14,068.54
T008-T02	PERS/SPRS	A106-A14	PERS/SPRS	\$ 2,349.45
T008-T03	Health Ins.	Y091-Y01	Health Ins.	\$ 2,363.40
T008-T04	Workers Comp	A206-A14	Workers Comp	\$ 422.06
T008-T05	Equipment	A406-A14	Equipment	\$ 0.00
T008-T06	Supplies	A406-A14	Supplies	\$ 34.06
T008-T07	Other Expenses	A006-A07	Training	\$ 1,063.13

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFER
OF FUNDS FOR THE SHERIFF GENERAL FUND
FROM THE COPS IN SCHOOL GRANT FUND
TO THE SHERIFF DEPARTMENT GENERAL FUND

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following transfer of funds for the Belmont County Sheriff Department - Cops in School Grant Fund to the Sheriff Department General Fund.

FROM		TO		AMOUNT
T007-T01	Salaries	A006-A02	Salaries	\$ 42,333.20
T007-T02	PERS/SPRS	A106-A14	PERS/SPRS	\$ 7,069.64
T007-T03	Workers Comp	A206-A14	Workers Comp.	\$ 1,270.00
T007-T04	Medicare	Y091-Y02	Medicare	\$ 613.83
T007-T05	Insurance	Y091-Y01	Insurance	\$ 4,283.92

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF TRANSFER
OF FUNDS WITHIN THE GENERAL FUND

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

FROM	TO	AMOUNT
A001-A20 Equipment	A402-B12 Other Expenses/Common Pleas	\$3,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER
OF FUNDS WITHIN THE GENERAL FUND

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

FROM	TO	AMOUNT
A017-A00 Contingencies	A015-A14 Indigent Defense	\$5,000.00
A017-A00 Contingencies	A001-A10 Professional Services	\$5,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER
OF FUNDS WITHIN THE GENERAL FUND

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

FROM	TO	AMOUNT
A017-A00 Contingencies	A406-G09 Other Exp/Public Def.	\$ 5,000.00
A017-A00 Contingencies	A206-A03 Housing Of Prisoners	\$11,320.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE SHERIFF DEPARTMENT
T08 DOMESTIC VIOLENCE GRANT FUND

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of January 03, 2001.

T08 DOMESTIC VIOLENCE GRANT FUND
99WFVA28412

T008-T01	Salaries	\$14,068.54
T008-T02	PERS/SPRS	\$ 2,349.45
T008-T03	HEALTH INS.	\$ 2,363.40
T008-T04	WORKERS COMP	\$ 422.06
T008-T05	EQUIPMENT	\$ 0.00
T008-T06	SUPPLIES	\$ 34.06
T008-T07	OTHER EXP.	\$ 1,063.13

TOTAL **\$ 20,300.64**

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE SHERIFF DEPARTMENT
T07 COPS IN SCHOOLS GRANT FUND

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 06, 2001 .

T07 COPS IN SCHOOL GRANT FUND
1999SHWXD457

T007-T01	Salaries	\$ 42,333.20
T007-T02	PERS/SPRS	\$ 7,069.64
T007-T03	WORKERS COMP	\$ 1,270.00
T007-T04	MEDICARE	\$ 613.83
T007-T05	INSURANCE	\$ 4,283.92

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF GRANTING
TRAVEL REQUESTS FOR BCDJFS EMPLOYEES

Motion made by Mr. Olexo, seconded by Mr. Thomas to grant the following travel requests for BCDJFS employees.

Name: Trina Kurucz
Destination: Columbus, Ohio
Dates of travel: June 12, 2001
Purpose: How Violence Impacts Our Children training
Estimated expenses: \$217.80
Name: Judy Cilles, Kathy King, Cathy Jones
Destination: Cambridge, Ohio
Dates of travel: June 12, 2001
Purpose: Area Agency On Aging training
Estimated expenses: \$61.05

Name: Dwayne Pielech, Director
Destination: Huron, Ohio
Dates of travel: July 8-11, 2001
Purpose: ODJFSDA Summer Conference
Estimated expenses: \$482.99

Name: Terri Piazza
Destination:
Dates of travel: June 11, 2001
Purpose: GMIS training
Estimated expenses: \$10.00 and a county vehicle will be used.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF REQUEST FOR
CERTIFICATION OF MONIES

Motion made by Mr. Thomas, seconded by Mr. Olexo to request the following monies be certified.

Budget Commission
Belmont County Courthouse
St. Clairsville, Ohio 43950

Dear Sirs,

RE: CERTIFICATION OF MONIES N-32 FOX COMMERCE INDUSTRIAL PARK
Requesting certification of monies for the Fox Commerce Industrial Park Fund:
\$13,855.00 requested on Requisition #8/Federal Funds paid in June 13, 2001.

(2) transactions/National City Bank
\$2,955.07 and \$10,899.93
EDA grant Project # 06-01-03011
ARC grant Project # OH-13530-1214
Request #8

RE: CERTIFICATION OF MONIES/BELMONT COUNTY GENERAL FUND
Requesting certification of monies as follows:
\$2,541.00 paid into A145-A01 Reimbursement of Magistrate Salary/Juvenile Court/April
June 11, 2001
\$2,000.00 paid into A045-A00 Reimbursement of salary/Village of Holloway/Sheriff Dept.
May, 2001
\$100.00 paid into A045-A00 Reimbursements/Juvenile Court
June 11, 2001

Thank you for your consideration.

Very truly yours,
BELMONT COUNTY COMMISSIONERS
Ryan E. Olexo /S/
Ryan E. Olexo, President

Mark A. Thomas /S/
Mark A. Thomas, Vice-President

Charles R. Probst, JR.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF BID OPENING
FOR THE HUNTERS RUN ON-SITE
SEWAGE DISPOSAL/SANITARY SEWER

BID OPENING

This being the day and 9:30 A.M. being the hour that bids were to be on file in the Commissioners' Office for the Hunters Run On-Site Sewage Disposal Project for the Sanitary Sewer District, they proceeded to open the following bids.

J. Schultz Excavating P.O. Box 272 Rayland, Ohio	Bid Bond	\$27,943.60
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Mansell Theaker & Sons 53620 Farmington Rd. Bridgeport, OH 43912	Bid Bond	\$24,500.00
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Present for the bid opening were Jeff Vaughn, Vaughn, Coast & Vaughn, Inc.; Dan Walls, Don Stephens, Belmont County Sanitary Sewer District; Joyce Ault, Terri Simpson, Jeremy Midei, Times Leader and Joselyn King, Intelligencer.

Motion made by Mr. Olexo, seconded by Mr. Thomas to turn bids over to Jeff Vaughn, Vaughn, Coast & Vaughn, Inc. and Jeff Walls, Belmont County Sanitary Sewer District for review and recommendation.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING
AND SIGNING MINUTES

Motion made by Mr. Mr. Thomas, seconded by Mr. Olexo to approve and sign the minutes of the Belmont County Commissioners regular board meetings of May 9, May 11, May 16 and May 18 2001 as presented to the Board.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF APPROVING
THE SIGNING AND SUBMITTAL OF THE WORKFORCE
INVESTMENT ACT 5 YR STRATEGIC LOCAL PLAN FOR
BELMONT AND JEFFERSON COUNTIES/BCDJFS

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the signing and submittal of the Workforce Investment Act 5-Year Strategic Local Plan for Belmont and Jefferson Counties to the Ohio Department of Job and Family Services.

Workforce Investment Act
5-Year Strategic Local Plan
For
Belmont and Jefferson Counties

Contact Persons:	Dwayne Pielech, Belmont County	Phone: (740) 695-1074
	Nick Balakos, Jefferson County	Phone: (740) 282-0961

Date Submitted: June 8, 2001

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Attachments

- A. Memorandum of Understanding (MOU)
- B. Intergovernmental Agreement
- C. Vendors List
- D. Individual Training Account.
- E. Transitional Youth Plan
- F. Comments that represent disagreement with the plan.
 - 1) Identify the workforce investment needs of:
 - a. **Businesses:** The current workforce investment need of businesses is to have a trained workforce available in the future to fill openings. This training will encompass modern technical advances and other requirements as designated by businesses. The current businesses available in our Workforce Investment Area are as follows:

Businesses Availability

County	Business Starts	Business Terminations	Net Change	Total Active Businesses
Belmont	165	120	45	1320
Jefferson	131	132	-1	1348
TOTAL	296	252	44	2668

Source: Ohio County Profiles prepared by the Office of Strategic

Research 1998

We will also conduct training in technology advances to stimulate business growth in the future. As noted in the chart above we have experienced a 44 net change in overall business growth all of which occurred in one county. These businesses were in the wholesale resale trade.

This information is the general consensus of the businesses which are members of the local Workforce Investment Board. Over the next year we will discuss workforce needs with local businesses in our area.

- b.
- Job seekers**: The current Workforce Investment need of the Job seekers is to find a self-sufficient wage with benefits. We currently define a self-sufficient wage as exceeding 200% of the poverty level.

This information is the general consensus of the businesses which are members of the local Workforce Investment Board. Over the next year we will discuss workforce needs with local job seekers in our area.

Poverty Level/200% Sufficient Wage

Family Size	Poverty Guidelines	200% of Poverty Guidelines Sufficient wage
1	\$8,240	\$16,480
2	\$11,060	\$22,120
3	\$13,880	\$27,760
4	\$16,700	\$33,400
5	\$19,520	\$39,040
6	\$22,340	\$44,680
7	\$25,160	\$50,320
8	\$27,980	\$55,960

For family units with more than eight members, add \$2,820 for each additional member.

Listed below is the population breakout of Urban, Rural, Male and Female for the Workforce Investment Area. This breakout shows the makeup of the population which indirectly reflects the composition of our Job seekers.

POPULATION COMPOSITION

County	Urban	Rural	Male	Female	Total
Belmont	34,743	36,331	33,406	37,668	71,074
Jefferson	44,982	35,316	37,974	42,324	80,298
Total	79,725	71,647	71,380	79,992	151,372

Source: Ohio County Profiles prepared by the Office Of Strategic Research (1990 Census)

- c.
- Local Workers**: The workers in the local area Workforce Investment need would be increased wages with better benefits. We have currently lost sufficient wage positions in the Mining industry, these positions have been replaced with insufficient wage positions in the wholesale and retail trade industry. Currently we consider an insufficient wage position to be any position whose wage is less then the current poverty level.

Poverty Level/Insufficient Wage Position

Family Size	Poverty Guidelines
1	\$8,240
2	\$11,060
3	\$13,880
4	\$16,700
5	\$19,520
6	\$22,340

7	\$25,160
8	\$27,980

For family units with more than eight members, add \$2,820 for each additional member.

Our current workforce investment goal will be to train the job seekers and workers in the local area with modern technology skills to increase the household income in our Workforce Investment area. This information is the general consensus of the businesses which are members of the local Workforce Investment Board. Over the next year we will discuss workforce needs with job seekers. The current household income for this Workforce investment area is as follows:

CURRENT HOUSEHOLD INCOME			
	Belmont	Jefferson	Total
Under \$5,000	2,455	3,128	5,583
\$5,000 to \$9,999	3,956	4,220	8,176
\$10,000 to \$14,999	3,624	3,501	7,125
\$15,000 to \$24,999	6,213	6,251	12,464
\$25,000 to \$34,999	4,397	5,160	9,557
\$35,000 to 49,999	4,387	4,955	9,342
\$50,000 to \$74,999	2,494	3,123	5,617
\$75,000 to \$99,999	356	583	939
\$100,000 to \$149,999	208	244	452
\$150,000 and over	46	112	158
Total	28,136	31,277	59,413

Source: Ohio County Profiles prepared by the Office of Strategic Research (1990 Census)

- d. **Youth:** The workforce investment needs of the youth in our workforce investment area have been identified through our local Youth Board. These needs are to increase the economic self-sufficiency of youth by providing them work skills and educational skills through various training activities such as work experience, Limited Internship and Integrated Work and Learning. These programs will give our youth the necessary qualifications to complete their secondary education and to graduate with a diploma. This is also their foundation to move into post-secondary school to receive a technical school, vocational school or college education or to immediately seek employment.

For out of school youth we will increase economic self -sufficiency by providing them educational and employability skills through the GED programs and classroom training programs at our vocational and technical schools. Increasing skills provides the necessary foundation for employability.

We will also increase economic self-sufficiency by increasing education levels and find a sufficient job with benefits. The current trend for educational attainment for our workforce must be turned around.

Educational Attainment

County	Belmont	Jefferson	Total
Persons 25 years and over	48,645	54,294	102,939
Less than 9 th grade	5,637	5,766	11,403
9 th to 12 th grade	7,817	9,502	17,319
High school Graduate	35,191	39,026	74,217
High School Grad Only	28,304	31,510	59,814
Associate Degree only	2,496	2,713	5,209
Bachelor’s Degree only	2,821	3,273	6,094
Graduate or Professional degree	1,570	1,530	3,100

Source: Ohio County Profiles prepared by the Office of Strategic Research (1990 Census)

- e. **Dislocated workers :** The workforce investment needs of the dislocated workers are the same as the job seekers, to find a sufficient wage position with benefits. This information is the general consensus of the businesses which

are members of the local Workforce Investment Board. This is also the consensus of the dislocated workers we have served in the past. Over the next year we will discuss workforce needs with dislocated workers in our area. This workforce investment area has had numerous coal mining closures due to compliance with the clean air act. We have also been affected by plant closures and jobs being relocated out of county (TAA/NAFTA).

The main priority for this workforce investment area is to provide at a minimum a 75% wage recovery for these dislocated workers and have jobs with good benefits. The current unemployment rate for the workforce investment area is noted below.

Current Unemployment Rate				
County	Labor Force	Employed	Unemployment	Unemployment Rate
Belmont	32,237	30,648	1,789	5.5%
Jefferson	30,702	28,676	2,026	6.6%
Total	62,939	59,324	3,815	6.1%

Source: Labor Market Information Division Ohio Bureau of Employment Services 01/21/2000

- f. **Adults**: The workforce investment needs of the Adult is to find a sufficient wage position with benefits, an increase in earnings, a reduction in welfare dependency, and acquisition of skills, including basic skills required to promote employability in the local labor market or acquisition of a high school diploma or equivalency. This information is the general consensus of the businesses which are members of the local Workforce Investment Board. Over the next year we will discuss workforce needs with local businesses and adults in our area.

Currently the families below poverty for the work force investment area are:

Families Below Poverty			
Counties	Total Families	Families Below Poverty	Percent Below Poverty
Belmont	20,219	2,846	14.1%
Jefferson	22,603	3,179	14.1%
Total	42,822	6,025	14.1%

Source: Ohio County Profiles prepared by the Office of Strategic Research (1990 Census)

- g. **Displaced homemakers**: The workforce investment needs of the displaced homemakers is to find a sufficient wage position with benefits, and to reduce welfare dependency, and to upgrade employment pay and benefits. This information is the general consensus of the businesses which are members of the local Workforce Investment Board. Over the next year we will discuss workforce needs with local businesses and displaced homemakers in our area.

The chart below identifies the number of families with one spouse.

Number of Families with One Spouse					
		Householder/No Spouse with Children			
County	Total Family	Male	Percent	Female	Percent
Belmont	20,219	337	1.7%	1,702	8.4%
Jefferson	22,603	375	1.7%	2,215	9.8%
Total	42,822	712	1.7%	3,917	9.1%

Source: Ohio County Profiles prepared by the Office of Strategic Research (1990 Census)

- h. **Incumbent workers**: The Incumbent workers in the local area Workforce Investment needs would be increased wages with better benefits. This information is the general consensus of the businesses which are members of the local Workforce Investment Board. Over the next year we will discuss workforce needs with Incumbent workers and local businesses in our area. We have currently lost sufficient positions in the Mining industry these positions have been replaced with insufficient wage positions in the wholesale and retail trade industry. Our current workforce investment goal will be to train the job seekers and workers in the local area with modern technology skills to increase the household income in our Workforce Investment area.
- i. **Other groups of workers, identified by the workforce policy board.**
WIA Sec. 118(b)(10), HB470 Sec. 6301.07(A)(2) WIA Sec. 118 (b)(1)(A), HB470 Sec. 6301.07(A)(1)

Currently no other groups of workers have been identified by the workforce policy board.

- 2) **Describe the current and projected employment opportunities in the local area. WIA Sec. 118(b)(1)(B), HB470 Sec. 6301.07(A)(1)**

Projected and current employment opportunities in the local area was identified by utilizing current labor market information from the Internet such as Ohio County Profiles prepared by the Office of Strategic Research; Profile of Adjudication and Commitments for FY 1998; The State of Poverty in Ohio 2000; Ohio Facts a Broad Overview of Public Finance in Ohio. We also utilized programs provided during Labor Market training by OBES LMI Division such

as Inform (Information for Ohio Regional Markets), and the America’s Labor Market Information System Employer Database. We are also a member of the

Labor Market Information System which provides demographic information for our area. Utilizing all available information noted above and inputs from businesses which are part of the Workforce Investment Board the following is provided:

New jobs will be added in the service-producing industries, composed of transportation and utilities, trade, finance, insurance, real estate, and government. Employment in goods-producing industries, composed of agriculture, mining, construction, and manufacturing, is anticipated to decline.

Among the most rapidly growing industries projected are business services, social services, and health services. These industries are projected to also be among the fastest growing statewide. Industries are projected to experience employment declines through the turn of the century include railroad transportation, bituminous coal and lignite mining.

It is important to note that a rapid employment growth rate does not always indicate a large number of jobs. The number of openings created must be examined in addition to the percentage growth. The eating and drinking place industry is not included as one of the most rapidly growing, yet this industry is projected to add a significant number of new job to the local economy by the year 2000. This industry’s expected job growth ranks second behind health services.

Firms are classified into industries according to the goods produced or services provided, whereas occupations describe the group of tasks associated with performing a particular job. Changes in the industrial composition of employment will have a major impact on the occupational structure, as will changes in technology, business practices and other factors. In general, the local economy will provide jobs for workers at all educational levels, but individuals with the most education and training will enjoy the best job opportunities.

With more education comes higher earnings.

Average monthly earnings by education level, adults 18 years old and over:

All Adults	\$1,284.00
Professional	\$4,961.00
Doctorate	\$3,855.00
Master’s	\$2,822.00
Bachelor’s	\$2,116.00
Associate’s	\$1,672.00
Vocational	\$1,237.00
Some college, no degree	\$1,280.00
High school graduate only	\$1,077.00
Not a high school graduate	\$ 492.00

Source: What it’s Worth? Education Background and Economic Status: Spring 1990. U.S. Census Bureau

The occupational structure of the economy is summarized in eight major occupational groups.

<u>OCCUPATIONAL GROUP</u>		<u>DISTRIBUTION</u>
1.	Professional, Paraprofessional, Technical	18.2
2.	Operators, Fabricators, Laborers	16.3
3.	Service Occupations	15.8
4.	Administrative Support, Clerical	14.4
5.	Precision, Production Craft, and Repair	12.4
6.	Marketing and Sales	11.4
7.	Managerial Occupations	7.0
8.	Agriculture, Forestry, Fishing	4.3

The largest occupational group requires the highest levels of educational attainment (professional, paraprofessional and technical). This occupation is also projected to be one of the faster growing occupations. The Marketing and Sales occupations are also expected to increase faster than average through the year 2000, while employment in clerical and administrative support occupations is projected to grow only slightly.

Job openings stem from two sources. Increase in demand for workers in that occupation and the need to replace workers who retire or leave the labor force for other reasons or who transfer to other occupations. For most occupations, openings resulting from replacement needs are far greater than those stemming from increase demand. Therefore, even occupations that are not expected to grow provide opportunities for employment.

Because occupational growth is partly determined by the industry growth pattern, it follows that health-related occupations will be among the most rapidly growing. Computer related occupations continue to find their way into almost all work settings.

**3) Describe the job skills necessary to obtain such employment opportunities.
WIA Sec. 118(b)(1)(C), HB470 Sec. 6301.07(A)(1)**

The job skills necessary to obtain employment opportunities are determined by utilizing LMI information published by the State ODJFS office. We utilized programs provided during Labor Market training by OBES LMI Division such as

Inform (Information for Ohio Regional Markets), and the America's Labor Market Information System Employer Database. Demand occupation information is also gathered from the local ODJFS offices, WIA members and other community business and economic development agencies. Information gathered is used to determine demand occupation which assist us in approving and exploring new training request. This information is then reviewed by the Workforce Investment Board and training requirements for job skills are identified to the training vendors.

4) **Provide a description of the one-stop delivery system to be established or designated in the local area including: WIA Sec. 118(b)(2), HB470 Sec. 6301.08**

- a) **a description of the local area's one-stop service delivery system including how the local area will meet the minimum requirements that include at least one physical site at which core services as defined in WIA are available to a universal population and at which all the programs and services of the "required" one-stop partners are accessible. WIA Sec. 134(c)(2) and Sec. 134(d)**

Currently we are in the development stages of physical sites in both of the counties. We are starting cross training between the agencies within both counties. Currently we have established electronic linkages with all one stop partners. We also have developed a Web page to provide initial enrollment information for all partners. Our one stop organization has all required members and we are currently expanding to include other non-mandatory members as one stop partners. We have recently met with our web page provider to start development of a universal assessment form. We have currently several self service areas in place, housed in various agencies. All of the self service areas are capable of providing core services as defined in WIA.

- b) a description of the role of the one-stop operator(s) and the process for selection.

The role of the One Stop Operator will be to provide a building and convene the One Stop Partners to define individual partner responsibilities in the system. The One Stop Operator was selected by a consortium of three mandated partners.

- c) **a copy of each memorandum of understanding between the local board and each of the one-stop partners concerning the operation of the one-stop delivery system in the local area. WIA Sec. 118(b)(2)(B)**

A copy of each memorandum of understanding between the local board and each of the one-stop partners concerning the operation of the one-stop delivery system can be found in **Attachment A**.

- d) **a description of how the local board will ensure the continuous improvement of eligible providers of services through the system and ensure that such providers meet the employment needs of local employers and participants. WIA Sec. 118(b)(2)(A), HB470 Sec. 6301.07(A)(5)**

The local board will ensure the continuous improvement of eligible providers of services and ensure that such providers meet the employment needs of local employers and participants by utilizing information provided by the local businesses on our one-stop and Workforce investment board. Providers of services will have required levels of performance they must meet in order to be a provider. By utilizing local follow-up information we will be able to monitor continuous improvement areas for compliance. Each Workforce Development Agency will be doing local follow-up with the participants and with businesses. This follow-up will be accomplished for at least 12 months in some cases longer.

- e) **in local areas covering multiple jurisdictions, submit a copy of the Inter-governmental agreement. WIA Sec. 118(b)(10), HB470 Sec. 6301.07(A)**

A copy of the Intergovernmental agreement can be found in **Attachment B**.

5) **Provide a description of the local levels of performance to be negotiated with the Governor and chief elected officials to be used to measure the performance of the local area. These measures will also be used by the local board for measuring the performance of the local fiscal agent (where appropriate), eligible providers, and the one-stop delivery system in the local area. WIA Sec. 118(b)(3), HB470 Sec. 6301.07(A)(5)**

The Governor's Workforce Policy Board released the Ohio Option area performance goals as a policy letter. They are the same for all Ohio Option areas. The training vendors' recommended levels are available on ohioworkforce.org. These were not negotiated at the two county level.

6) **Provide a description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area. WIA Sec. 118(b)(4).**

Services provided to adults and dislocated workers may include (but are not limited to): development of a service plan, outreach and intake, job or career counseling, testing, orientation, assessment, including evaluation of educational attainment and interests and aptitudes, determination of occupational skills, job placement assistance, labor market information, job search, job development, supportive services, including child care, commuting assistance, and financial and personal counseling relocation assistance and follow-up services.

Training services may include (but are not limited to) classroom training, occupational skills training, on the job training, basic and remedial education, entrepreneurial training, non-traditional training, apprenticeship training and other appropriate training activities directly related to employment opportunities in the area. Local training facilities can be found in **Attachment C**.

7) **Include a description of the local Individual Training Account (ITA) system and the procedures for ensuring that exceptions to the use of ITAs, if any, are justified. WIA Sec. 134(d)(4)(G)(ii) and 20 CER 663.430**

The local Individual Training Account (ITA) system will upon participants selection of study of interest, identify the approved training institutions and success rate of these institutions. This will be accomplished manually at the start and electronically as we proceed into the program. Any exception to the use of ITA's must be approved by the Workforce Development Agency. ITA will be given to participants who will attend classroom training activities. The total amount authorized for an ITA is \$4,500.00 a year. The maximum amount of classroom training is for two years. Any exception to the amount or time use on ITA's must be approved by the county Workforce Development Agency. A copy of our proposed Individual Training Account can be found in **Attachment D**.

- 8) **Include the process to procure contract for training services, if exceptions to the ITA process are made. WIA Sec. 134(d)(4)(G)**

The procurement process will be in compliance with OMB Circular A-87, the Ohio Revised Code, House Bill 470 and local Workforce Development Fiscal Agency policies.

- 9) **Provide a description of how the local board will coordinate workforce investment activities carried out in the local area with statewide rapid response activities. WIA Sec. 118(b)(5)**

When the local board is contacted via the administrative entity, on an impending major lay off the Administrative Entity will contact the State Rapid Response team. The appropriate meetings will be established at that time.

If the company sends out a warn notice then the State Rapid Response team will contact the Administrative Entity who in turn notifies the Local board of the upcoming lay off and the appropriate meeting will be established. The County Workforce Development Agency will also be contacted to attend all appropriate meetings and for purposes of establishing the delivery of services.

Normally there are two meetings: one with the company to identify what is available for the company to assist the laid off workers and one with the identified laid off workers to identify programs available to them. These meeting are accomplished prior to lay off if possible. .

We coordinate with the local Training Vendors, DJFS, Businesses, and Labor prior to our meetings. At the employee meeting presentations from the Employment Services, Workforce Development Agency, Training Vendors, Union Representative (if applicable) and State Rapid Response (if more then 50 people laid off). We provide numerous mailing of information to all employees on the company/business layoff list to ensure that information is available to all. We also are member of any labor management committee to ensue WIA services are available to all.

- 10) **Provide a description and assessment of the type and availability of youth activities in the local area, including an identification of successful providers of such activities. WIA Sec. 118(b)(5)**

A copy of the Youth Plan can be found in **Attachment E**

- 11) **Provide a description of the process used by the local board to provide an opportunity for public comment and input into the development of the local plan. The process must include the opportunity for comment by representatives of businesses and labor organizations prior to submission of the plan. WIA Sec. 118(b)(7), HB470 Sec. 6301.07(A)**

The local WIB, Youth council, WDA, present subcontractors, and County Department of Job and Family Services Directors have had the opportunity to review and comment on the draft youth and adult plan. Public hearing will be held in May 2001 to present the Adult and Youth Plan in accordance with House Bill 470 requirements.

We will place advertisement in the local papers for the workforce investment area prior to submission of the plan to allow 30 days period for public comment. Plans will be made available at the Central Administrative Office for public review. All comments will be made available to the Workforce Investment Board and the Council of Government.

- 12) **Submit any comments that represent disagreement with the plan as an attachment to the local plan. WIA Sec. 118(c)(3)**

All comments received can be found in **Attachment F**.

- 13) **Identify the entity or entities responsible for the disbursal of grant funds (fiscal agent). WIA Sec. 117(d)(3)(B)(i)(III), 118 (b)(8)**

The Entities responsible for the disbursal of grant funds are:

Belmont County	Belmont County DHS
Jefferson County	Jefferson County DHS

- 14) **Describe the competitive process to be used to award the grants and contracts for activities carried out under this plan. WIA Sec. 118(b)(9)**

The procurement process will be in compliance with OMB Circular A-87, the Ohio Revised Code, House Bill 470 and local Workforce Development Agency policies.

- 15) **Provide a description of the criteria to be used by the Local Workforce Investment Board/Local Workforce Policy Board, to determine whether funds allocated to a local area for adult employment and training activities are limited, and the process by which any priority will be applied by the one-stop operator. 20 CFR 663.600, WIA Sec. 134(d)(4)(E), 20 CFR 661.350(a)(11)**

The local boards will review carry-in of participants to estimate the amount of funding necessary for completion of

training. Remaining funding will be available for new training activities. Priority of service will be established by the most in need as identified in each local Workforce Development Agency policy.

- 16) **For Counties and cities under the Ohio Option Area only; describe the distribution of any workforce development resources and funding, in addition to WIA funds, to be distributed for each workforce development activity to meet the identified needs. HB470 Sec. 6301.07(A)(3)**

Any additional funds will be distributed by either the Council of Government or County fiduciary depending on funding source. Allocations will be determined by Workforce Investment Board recommendation and Council of Government approval.

- 17) **For counties and cities under the Ohio Option Area Only; if the local Workforce Policy Board does not include member ship from the one-stop partners, describe how the one-stop partners will be involved in designing, planning and implementing the one-stop service delivery system. WIA Sec. 117(b), 118(b)(10)**

The local workforce policy board includes membership from the one-stop partners. Our local workforce investment board will follow the Workforce Investment Act requirements.

II. Plan Modifications

The Governor will establish procedures to address modifications to local plans. **20 CFR section 661.355**

III. Assurances

- 1) The Local Workforce Investment Board or Local Workforce Policy Board must or will assure it will establish fiscal control and fund accounting procedures to ensure the proper disbursement of, and accounting for all funds received through the Workforce Investment Act.
- 2) Local Workforce Investment Board or Local Workforce Policy Board must or will assure that it shall keep records that are sufficient to permit the preparation of reports required by the Act and shall maintain such records, including standardized records for all individual participants, and submit such reports as the State may require.
- 3) Local Workforce Investment Board or Local Workforce Policy Board must or will assure that it will collect and maintain data necessary to show compliance with the nondiscrimination provision of the Act.
- 4) Local Workforce Investment Board or Local Workforce Policy Board must or will assure that funds will be spent in accordance with the Workforce Investment Act, regulations, written Department of Labor Guidance, written Ohio Department of Job and Family Services guidance, and all other applicable federal and state laws.
- 5) Local Workforce Investment Board or Local Workforce Policy Board must or will assure that veterans will be afforded employment and training activities authorized in the Workforce Investment Act, to the Extent practicable.
- 6) Local Workforce Investment Board or Local Workforce Policy Board must or will assure it will comply with any grant procedures prescribed by the Secretary which are necessary to enter into contacts for use of funds under WIA; including, but not limited to the following:

General Administrative Requirements
29 CFR part 97--Uniform Administrative Requirements for State and Local Governments (as Amended by the Act) & OMB Circular A-110 as applicable;
29 CFR part 96 (as amended by OMB Circular A-133) - Single Audit Act;
OMB Circular A-87--Cost Principles (as amended by the Act), OMB Circular A-122 and A-22 as applicable.

Assurances and Certifications
SF 424B - Assurances for Non-construction Programs; 29 CFR part 31, 32 - Nondiscrimination and Equal Opportunity Assurance (and Regulation);
CFR part 93 - Certification Regarding Lobbying (and Regulation);
29-CFR part 98 - Drug Free Workplace and Debarment and Suspension Certifications (and Regulations)

VII. SIGNATURE PAGE

This plan represents the Belmont / Jefferson Workforce Development Area’s efforts to maximize resources available under Title I of the Workforce Investment Act (WIA) of 1998 and to coordinate these resources with other state and local programs in the Belmont and Jefferson County workforce investment area.

This comprehensive plan is submitted for the period of July 1, 2001 through June 30, 2006 in accordance with the provisions of the Workforce Investment Act. We further certify that we will operate the Workforce Investment Act Program in accordance with this plan and applicable federal and state laws and regulations.

Local Board Chair:

_____	_____	_____
Original Signature	Name (printed or typed)	Date

Chief Elected Officials:

Belmont County Commissioners:

<u>Ryan E. Olexo/s/</u>	<u>June 13, 2001</u>
Ryan E. Olexo	Date

<u>Mark A. Thomas/s/</u>	<u>June 13, 2001</u>
Mark A. Thomas	Date

<u>Charles R. Probst, Jr. /s/</u>	<u>June 13, 2001</u>
Charles R. Probst, Jr.	Date

Ben Batenburg /s/
Ben Batenburg Date

Richard Delatore /s/
Richard Delatore Date

Adam Scurti /s/
Adam Scurti Date

Approved as to form:
Craig J. Allen /s/
 Prosecutor, Jefferson County

Robert Quirk /s/
 Prosecutor, Belmont County

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF VACATION OF
A STREET AND ALLEY IN THE HAMLET OF KINSMAN
AS RECORDED IN CABINET 'B' SLIDE '180', WHEELING TWP/RD IMP 1057

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following Public Road Petition.

PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04

St. Clairsville, Ohio June 13, 2001

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 street and alley in the Hamlet of Kinsman as recorded in Cabinet 'B' Slide '180' of the Belmont County Deed Records

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 in the general route and termini of said road:

Being that alley located between lots 28 and 17 of said Kinsman thence in a northerly direction 305.4 feet to the end of said alley located between lots 33 and 12.

Being the two streets known as Park Place and part of West Avenue that begin at the Southwest corner of lot 34, thence easterly to the West side of lot 31 thence Southerly to the Southwest corner of lot 28 and being 250 feet in length plus or minus.

PETITIONERS' NAME	ADDRESS OF PETITIONER
Allan Gereg /S/	72116 Kinsman Rd., St. Clairsville, Oh
Charles Schaffer /S/	72126 Kinsman Rd., St. Clairsville, Oh
Louise Pauchnik /S/	72117 Kinsman Rd., St. Clairsville, Oh
Cindy Palone-Uterzuber /S/	48981 Fairpoint-Maynard Rd., St. Clairsville, Oh
Kyle Teaczyk /S/	73095 Henderson Ridge, St. Clairsville, Oh
Fran Bruno /S/	49061 Fairpoint-Maynard Rd., St. Clairsville, Oh
Jim Bruno /S/	49061 Fairpoint-Maynard Rd., St. Clairsville, Oh
Gabriele Tongret /S/	48970 Fairpoint-Maynard Rd., St. Clairsville, Oh
Paul A. Tongret /S/	48970 Fairpoint-Maynard Rd., St. Clairsville, Oh
Debra E. Mercer /S/	72220 Kinsman Rd., St. Clairsville, Oh
Jeff Mercer /S/	72220 Kinsman Rd., St. Clairsville, Oh
Martin Mozden /S/	72221 Kinsman Rd., St. Clairsville, Oh
James Tanley /S/	72524 Kinsman Rd., St. Clairsville, Oh
Karen Tanley /S/	72524 Kinsman Rd., St. Clairsville, Oh
Paula Brown /S/	48580 Sloans Run Rd., St. Clairsville, Oh
Virginia J. Vegh /S/	72520 Kinsman Rd., St. Clairsville, Oh

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**OF A STREET AND ALLEY IN THE HAMLET
OF KINSMAN/WHEELING TOWNSHIP/RD IMP 1057**

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

Mr. Olexo moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate a street and alley in the Hamlet of Kinsman as recorded in (Cab. B, Sl. 180 of the Belmont County Deed Records a Public Road as described therein; therefore be it

RESOLVED, That the 11th day of July, 2001 at 11:45 o'clock
A.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 18th day of July 2001, at 9:45 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

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

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

Mr. <u>Olexo</u>	,	<u>Yes</u>
Mr. <u>Thomas</u>	,	<u>Yes</u>

Adopted June 13, 2001

Darlene Pempek /s/
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. # 1057

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the Matter of ¹ Vacation of a street and alley in the Hamlet of Kinsman as recorded in Cabinet 'B' Slide '180' of the Belmont County Deed Records general route and termini of which Road are as follows:

Being that alley located between lots 28 and 17 of said Kinsman thence in a northerly direction 305.4 feet to the end of said alley located between lots 33 and 12.

Being the two streets known as Park Place and part of West Avenue that begin at the Southwest corner of lot 34, thence easterly to the West side of lot 31 thence Southerly to the Southwest corner of lot 28 and being 250 feet in length plus or minus.

Said Board of County Commissioners has fixed the 11th day of July 2001, at 11:45 o'clock A.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 18th day of July 2001, at 9:45 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

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

ADV. TIMES LEADER 2 Thursdays- June 28 and July 5, 2001

**IN THE MATTER OF APPROVING
PAYMENT OF REQUISITION NO. 2
FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT
STATE ROUTES 149 & 40 FORCE MAINS PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the payment of Requisition No. 2 for the Belmont County Sanitary Sewer District State Routes 149 & 40 Force Main Project, Contract No. 1-Neffs Force Mains as follows:

Seneca Valley, Inc. \$159,381.04
48035 Township Rd. 108
Caldwell, OH 43724

Vaughn, Coast & Vaughn, Inc. \$ 19,421.09
154 S. Marietta St.
St. Clairsville, OH 43950

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 1
FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT
DEEP RUN WATER MAIN EXTENSION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve Change Order No. 1 for the Belmont County Sanitary Sewer District Deep Run Water Main Extension Project to Seneca Valley, Inc., Caldwell, Ohio in the amount of \$8,057.80.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF APPROVING THE HIRING
OF TEMPORARY EMPLOYEES FOR THE WESTERN
DIVISION COURT**

Motion made by Mr. Thomas, seconded by Mr. Olexo authorizing the temporary position of "Summer Intern Clerk" for the Western Division Court and placing Laura Kibby and Nelson Crichton into that position commencing June 11, 2001.

The students will be compensated at the rate of \$6.50 per hour and will work 35 hours per week under the direction of Clerk Rosalee Ralston.

The compensation of the summer intern clerk position and any required fringe benefits or payroll contributions will be paid from the court's "Special Projects Fund".

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Absent

**IN THE MATTER OF REAPPOINTMENTS
AND APPOINTMENT TO THE GOVERNING BOARD OF THE
COMMUNITY ACTION COMMISSION OF
BELMONT COUNTY**

Motion made by Mr. Olexo, seconded by Mr. Thomas to re-appoint five (5) current members and appoint one new member to the Governing Board of the Community Action Commission of Belmont County, Inc. The re-appointments are as follows: Karen Scott, Stanley Stein, Ernest Albanese, Jodi Geese and Beatrice Mead.

J.R. Giffen was appointed to replace Janet Scarcelli who has moved from the area.

These are one-year appointments commencing July 2001 through June 2002.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION WITH LINDA PICKENPAUGH
AND JUDY GEIMER OF THE BELMONT COUNTY ANIMAL RESCUE LEAGUE
AT 10:00 A.M.**

Motion made by Mr. Olexo, seconded by Mr. Thomas to enter into executive session with Linda Pickenpaugh and Judy Geimer of the Belmont County Animal Rescue League and Clerk Darlene Pempek at 10:00 A.M. to discuss the employment of a public employee upon adoption of the following:

**RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C. 121.22 (G) (1); and

WHEREAS, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to consider **the employment of a public employee**;

WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to consider **the employment of a public employee**;

WHEREFORE, BE IT FURTHER RESOLVED THAT: the Board of Belmont County Commissioners shall only adopt a resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION WITH LINDA PICKENPAUGH
AND JUDY GEIMER OF THE BELMONT COUNTY ANIMAL RESCUE LEAGUE
AT 10:35 A.M.**

Motion made by Mr. Olexo, seconded by Mr. Thomas to adjourn executive session with Linda Pickenpaugh and Judy Geimer of the Belmont County Animal Rescue League and Clerk Darlene Pempek at 10:35 A.M. to discuss the employment of a public employee.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

- NO ACTION TAKEN

**IN THE MATTER OF DISCUSSION HELD
RE: RECOMMENDATION TO AWARD BIDS
BD MR/DD INTERIOR RENOVATIONS BELCO CRAFTS**

Monte Kerr, Superintendent of the Belmont County Board of Mental Retardation, recommended the awarding of the bid for the Board MR/DD Interior Renovations pending the approval of the contracts by the Belmont County Prosecutor. Mr. Kerr informed the Board the Architect had reviewed all bids received and was also recommending proceeding with the project.

**IN THE MATTER OF DISCUSSION HELD
RE: LOUIE JOHNSON, PUBLIC CITIZEN
PUBLIC RECORD REQUEST**

Mr. Louie Johnson, public citizen, questioned the legality of the public record request form utilized by the Board of Commissioners and the reproduction of the tapes of the meetings. Commissioner Thomas explained that the tapes of the Board's meetings are not the official record of the Board. He stated, "The journal sheets are the official record of the board meetings. The tapes are available to you and any member of the public to listen to. We don't have the means of reproducing them."

**IN THE MATTER OF ENTERING
INTO CONTRACTS FOR BELMONT COUNTY
ENGINEER'S TACOMA GARAGE**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following contracts with Bedway Development and Power City on behalf of the Belmont County Engineer's Department for the Tacoma Garage project.

STANDARD FORM OF AGREEMENT

BETWEEN

OWNER AND CONTRACTOR

where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the thirteenth day of June in the year 2001,

BETWEEN the Owner:

Belmont County Commissioners
Belmont County Courthouse
101 W. Main Street
St. Clairsville, Ohio 43950

and the CONTRACTOR:

Bedway Development, Inc.
67877 Pancoast Rd. North
Belmont, Ohio 43718

The Project is:

Belmont County Engineers Garage
Tacoma, Oh
General Trades Contract

The Architect is:

Larry A. Siebieda, AIA
3201 Belmont St. Room 709
Bellaire, Ohio 43947

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 Contractor shall achieve Substantial Completion of the entire Work not later than **One Hundred and twenty*** days from the date of 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 Supplementary Condition 3.08 B

ARTICLE 4 CONTRACT SUM

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

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

Add Alternate #2-Provide at interior side of garage door, pair 6" diameter, schedule 40 steel bollards, concrete filled, match exterior detail \$2,900.00

Add Alternate #3-Provide 6'-0" wide X 10' deep storage (os to os) room with 3'-8" X 7' steel door with 24X24 louver and steel frame type B/A-6, stl. lintel-2-3½x3½x¼X4'-8" and hardware set 6/A-6. See attached detail. (with no acoustical ceiling./Paint all CMU one coat block filler, 2 finish coat semi-gloss epoxy.) \$3,200.00

4.3 Unit prices, if any, are as follows:

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

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

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

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

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. 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:

Fred Bennett	Larry A. Siebieda
Belmont County Engineer's Office	3201 Belmont St., Room 709
101 W. Main Street	Bellaire, Ohio 43906
St. Clairsville, Ohio 43950	

7.4 The Contractor's representative is:

Jon Bedway
67877 Pancoast Road North
Belmont, Oh 43718

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

7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated February 26, 2001, and are as follows:

Document	Title	Pages
Project Manual for Belmont County Engineer's Garage Tacoma	Supplementary Conditions	07901-1,2,3,4,5

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
01000,01100,01027,01300,01500,01700,02100,02200,02511,02520,02700,03300,04200,05120,05220,05310,05510,05521,07901,08111,08360,08520,08710,08800,09512,09650,09900,10155,10425,10800,13122,15400,15500,16000	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	March 7, 2001
SP1	Site Plan	March 7, 2001
A1	Floor Plans	March 7, 2001
A2	Building Elevations	March 7, 2001

	and Building Sections	
A3	Wall Sections	March 7, 2001
A4	Door and Room Finishes	March 7, 2001
S1	Structural Plan	March 7, 2001
P1	Plumbing Plan	March 7, 2001
M1	HVAC Plan	March 7, 2001
E1	Electrical Plan	March 7, 2001

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum 1	March 27, 2001	2
Addendum 2	April 16, 2001	11
Addendum 3	April 18, 2001	2

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 Documents
Bond
Insurance Certificate
Workmen's Compensation Certificate
Notice of Award

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

Mark A. Thomas /S/	<u>Jonathan Bedway /S/</u>
<u>Ryan E. Olexo /S/</u>	CONTRACTOR
Owner	Jonathan Bedway,

Approved as to form:	
<u>Frank Pierce /S/</u>	<u>6/12/01</u>
Belmont County Prosecutor	Date

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

AGREEMENT made as of the thirteenth day of June in the year 2001,

BETWEEN the Owner:

Belmont County Commissioners
Belmont County Courthouse
101 W. Main Street
St. Clairsville, Ohio 43950

and the CONTRACTOR:

Power City
2737 Chapline Street
Wheeling, West Virginia 26003

The Project is:

Belmont County Engineers Garage
Tacoma, Oh
Mechanical Contract

The Architect is:

Larry A. Siebieda, AIA
3201 Belmont St. Room 709
Bellaire, Ohio 43947

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 Contractor shall achieve Substantial Completion of the entire Work not later than **One Hundred and twenty*** days from the date of commencement, or as follows:

*Based on General Trades Contractor's days

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

Liquidated damages shall be assessed at \$250.00 a day as noted Supplementary Condition 3.08 B

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 **seventy-four thousand seven hundred and twenty-four dollars** (\$74,724.00), 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 allocate the entire Contract Sum among the various portions of the Work. 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:

Fred Bennett

Belmont County Engineer's Office

101 W. Main Street

St. Clairsville, Ohio 43950

Larry A. Siebieda

3201 Belmont St., Room 709

Bellaire, Ohio 43906

7.4 The Contractor's representative is:

Benny Battistelli

2737 Chapline St.

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 February 26, 2001, and are as follows:

Document	Title	Pages
Project Manual for Belmont County Engineer's Garage Neffs	Supplementary Conditions	07901-1,2,3,4,5

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
01000,01100,01027,01300,01500,01700,02100,02200,02511,02520,02700,03300,04200,05120,05220,05310,05510,05521,07901,08111,08360,08520,08710,08800,09512,09650,09900,10155,10425,10800,13122,15400,15500,16000	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	March 7, 2001
SP1	Site Plan	March 7, 2001
A1	Floor Plans	March 7, 2001
A2	Bldg Elevations & Bldg Sect	March 7, 2001
A3	Wall Sections	March 7, 2001
A4	Door and Room Finishes	March 7, 2001
S1	Structural Plan	March 7, 2001
P1	Plumbing Plan	March 7, 2001
M1	HVAC Plan	March 7, 2001
E1	Electrical Plan	March 7, 2001

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum 1	March 27, 2001	2
Addendum 2	April 16, 2001	11
Addendum 3	April 18, 2001	2

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 Documents
Bond
Insurance Certificate
Workmen's Compensation Certificate
Notice of Award

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.

Ryan E. Olexo /S/
Mark A. Thomas /S/
OWNER

Benny Battistelli /S/
CONTRACTOR
Benny C. Battistelli, Pres.

Approved as to form:
Frank Pierce /S/ 6/12/01
Belmont County Prosecutor Date

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF RE-APPOINTMENT
TO OMEGA REVOLVING LOAN FUND COMMITTEE

Motion made by Mr. Thomas, seconded by Mr. Olexo to re-appoint Mr. James A. Lodes, The Citizens Savings Bank, 201 South 4th Street, Martins Ferry, Ohio to OMEGA Revolving Loan Fund Committee for the three term beginning September 1, 2001 and ending August 31, 2004.

Upon roll call the vote was as follows:
Mr. Thomas Yes
Mr. Olexo Yes

RECESS UNTIL 3:30 P.M.

IN THE MATTER OF ENTERING
EXECUTIVE SESSION WITH DON MYERS,
DIRECTOR, DEPARTMENT OF DEVELOPMENT
AT 3:35 P.M.

Motion made by Mr. Olexo, seconded by Mr. Thomas to enter executive session with Don Myers, Director of the Department of Development, Prosecutor Frank Pierce, Assistant Prosecutor Bob Quirk and Clerk Darlene Pempek at 3:35 P.M. to discuss pending litigation upon adoption of the following:

RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C. 121.22 (G) (3); and

WHEREAS, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to confer with an attorney for the Board concerning disputes involving the Board that are the subject of pending or imminent court action.

WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to confer with an attorney for the Board concerning disputes involving the Board that are the subject of pending or imminent court action;

WHEREFORE, BE IT FURTHER RESOLVED THAT: the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

Mr. Olexo Yes
Mr. Thomas Yes

IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION WITH DON MYERS,
DIRECTOR, DEPARTMENT OF DEVELOPMENT
AT 4:10 P.M.

Motion made by Mr. Probst, seconded by Mr. Olexo to adjourn executive session with Don Myers, Director of the Department of Development, Prosecutor Frank Pierce, Assistant Prosecutor Bob Quirk and Clerk Darlene Pempek at 4:10 P.M. to discuss pending litigation.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Olexo Yes
Mr. Thomas Yes

NO ACTION TAKEN

IN THE MATTER OF ENTERING
EXECUTIVE SESSION WITH MIKE KINTER,
BCDJFS HUMAN RESOURCE ADMINISTRATOR AT 4:10 P.M.

Motion made by Mr. Olexo, seconded by Mr. Probst to enter executive session with Mike Kinter, BCDJFS Human Resource Administrator and Clerk Darlene Pempek at 4:10 P.M. to review Park Health Center bargaining negotiations upon adoption of the following:

RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C. § 121.22 (G); and

WHEREAS, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to prepare for, conduct, or review negotiations or bargaining sessions with public employees and/or their labor representative concerning their compensation or other terms and conditions of their employment.

WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to prepare for, conduct, or review negotiations or bargaining sessions with public employees and/or their labor representative concerning their compensation or other terms and conditions of their employment;

WHEREFORE, BE IT FURTHER RESOLVED THAT: the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION WITH MIKE KINTER,
BCDJFS HUMAN RESOURCE ADMINISTRATOR AT 4:50 P.M.**

Motion made by Mr. Probst, seconded by Mr. Thomas to adjourn executive session with Mike Kinter, BCDJFS Human Resource Administrator and Clerk Darlene Pempek at 4:50 P.M. to review Park Health Center bargaining negotiations.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Olexo	Yes

NO ACTION TAKEN

**IN THE MATTER OF ENTERING
INTO AGREEMENT WITH DAVISON ELECTRIC
FOR THE ENGINEER’S TACOMA GARAGE PROJECT**

Motion made by Mr. Olexo, seconded by Mr. Thomas to enter into the following agreement with Davison Electric for the Engineer’s Tacoma Garage project.

STANDARD FORM OF AGREEMENT

BETWEEN

OWNER AND CONTRACTOR

where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the thirteenth day of June in the year 2001,

BETWEEN the Owner:

Belmont County Commissioners
Belmont County Courthouse
101 W. Main Street
St. Clairsville, Ohio 43950

and the CONTRACTOR:

Davison Electric Company, Inc.
15 S. Fifth Street
Martins Ferry, Ohio 43935

The Project is:

Belmont County Engineers Garage
Tacoma, OH
Electrical Contract

The Architect is:

Larry A. Siebieda, AIA
3201 Belmont St. Room 709
Bellaire, Ohio 43947

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 Contractor shall achieve Substantial Completion of the entire Work not later than **One Hundred and twenty*** days from the date of commencement, or as follows:

*Based on General Trades Contractor's days

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

Liquidated damages shall be assessed at \$250.00 a day as noted in Supplementary Condition 3.08 B

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 **Thirty-eight thousand and ninety-nine dollars** (\$38,499.00), 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 allocate the entire Contract Sum among the various portions of the Work. 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:

Fred Bennett
Belmont County Engineer's Office
101 W. Main Street
St. Clairsville, Ohio 43950

Larry A. Siebieda
3201 Belmont St., Room 709
Bellaire, Ohio 43906

7.4 The Contractor's representative is:

Dave DeFelice
15 South Fifth St.
Martins Ferry, Oh 43935

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

7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated February 26, 2001, and are as follows:

Document	Title	Pages
Project Manual for Belmont County Engineer's Garage Tacoma	Supplementary Conditions	07901-1,2,3,4,5

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
01000,01100,01027,01300, 01500,01700,02100,02200, 02511,02520,02700,03300, 04200,05120,05220,05310, 05510,05521,07901,08111, 08360,08520,08710,08800, 09512,09650,09900,10155, 10425,10800,13122,15400, 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	March 7, 2001
SP1	Site Plan	March 7, 2001
A1	Floor Plans	March 7, 2001
A2	Building Elevations and Building Sections	March 7, 2001
A3	Wall Sections	March 7, 2001
A4	Door and Room Finishes	March 7, 2001
S1	Structural Plan	March 7, 2001
P1	Plumbing Plan	March 7, 2001
M1	HVAC Plan	March 7, 2001
E1	Electrical Plan	March 7, 2001

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum 1	March 27, 2001	2
Addendum 2	April 16, 2001	11
Addendum 3	April 18, 2001	2

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 Documents
Bond
Insurance Certificate
Workmen's Compensation Certificate
Notice of Award

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.

Ryan E. Olexo /S/
Mark A. Thomas /S/
OWNER

David DeFelice, Pres. /S/
CONTRACTOR,

Approved as to form:
Frank Pierce /S/ 6/15/01
Belmont County Prosecutor Date

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF ENTERING
INTO AGREEMENTS FOR THE ENGINEER'S NEFFS GARAGE PROJECT

Motion made by Mr. Olexo, seconded by Mr. Thomas to enter into the following agreements with Allstate Construction, Power City and Davison Electric for the HVAC contracts for the Engineer's Neffs Garage project.

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

AGREEMENT made as of the thirteenth day of June in the year 2001,

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

and the CONTRACTOR:
Power City
2737 Chapline Street
Wheeling, West Virginia 26003

The Project is:

Belmont County Engineers Garage
Neffs, Oh
Mechanical Contract

The Architect is:

Larry A. Siebieda, AIA
3201 Belmont St. Room 709
Bellaire, Ohio 43947

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 Contractor shall achieve Substantial Completion of the entire Work not later than **One Hundred and twenty*** days from the date of commencement, or as follows:

*Based on General Trades Contractor's days

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

Liquidated damages shall be assessed at \$250.00 a day as noted Supplementary Condition 3.08
B

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 **Ninety-five thousand nine hundred and sixty two Dollars** (\$95,962.00), 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 allocate the entire Contract Sum among the various portions of the Work. 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:

Fred Bennett
Belmont County Engineer's Office
101 W. Main Street
St. Clairsville, Ohio 43950

Larry A. Siebieda
3201 Belmont St., Room 709
Bellaire, Ohio 43906

7.4 The Contractor's representative is:

Benny Battistelli
2737 Chapline St.
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 February 26, 2001, and are as follows:

Document	Title	Pages
Project Manual for Belmont County Engineer's Garage Neffs	Supplementary Conditions	07901-1,2,3,4,5

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
01000,01100,01027,01300,01500,01700,02100,02200,02511,02520,02700,03300,04200,05120,05220,05310,05510,05521,07901,08111,08360,08520,08710,08800,09512,09650,09900,10155,10425,10800,13122,15400,15500,16000	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	March 7, 2001
SP1.1	Site Plan	March 7, 2001
SP1.2	Site Plan	March 7, 2001
A1	Floor Plans	March 7, 2001
A2	Building Elevations & Building Sections	March 7, 2001
A3	Building Sections	March 7, 2001
A4	Door and Room Finishes	March 7, 2001
S1	Structural Plan	March 7, 2001
P1	Plumbing Plan	March 7, 2001
M1	HVAC Plan	March 7, 2001
E1	Electrical Plan	March 7, 2001

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum 1	April 18, 2001	2
Addendum 2	May 1, 2001	1
Addendum 3	May 7, 2001	1

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 Documents
Bond
Insurance Certificate
Workmen's Compensation Certificate
Notice of Award

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

Mark A. Thomas /S/

Ryan E. Olexo /S/
OWNER

Benny Battistelli, Pres. /S/
CONTRACTOR, Power City

Approved as to form:
Frank Pierce /S/ 6/15/01
Belmont County Prosecutor Date

STANDARD FORM OF AGREEMENT

BETWEEN

OWNER AND CONTRACTOR

where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the thirteenth day of June in the year 2001,

Between the
Belmont County Commissioners
Belmont County Courthouse
101 W. Main Street
St. Clairsville, Ohio 43950

and the CONTRACTOR:
Davison Electric Company, Inc.
15 S. Fifth Street
Martins Ferry, Ohio 43935

The Project is:

Belmont County Engineers Garage
Neffs, OH
Electrical Contract

The Architect is:

Larry A. Siebieda, AIA
3201 Belmont St. Room 709
Bellaire, Ohio 43947

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 Contractor shall achieve Substantial Completion of the entire Work not later than **One Hundred and twenty*** days from the date of commencement, or as follows:

*Based on General Trades Contractor's days

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

Liquidated damages shall be assessed at \$250.00 a day as noted in Supplementary Condition 3.08 B

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 **Thirty-four thousand four hundred and forty-nine dollars** (\$34,449), 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.

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.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:

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7.3 The Owner's representative is:

Fred Bennett
Belmont County Engineer's Office
101 W. Main Street
St. Clairsville, Ohio 43950

Larry A. Siebieda
3201 Belmont St., Room 709
Bellaire, Ohio 43906

7.4 The Contractor's representative is:

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15 South Fifth St.
Martins Ferry, Oh 43935

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Insurance Certificate
Workmen's Compensation Certificate
Notice of Award

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

Mark A. Thomas /S/

Ryan E. Olexo /S/
OWNER

Dave DeFelice /S/
CONTRACTOR,
President

Approved as to form:

Frank Pierce /S/ 6/15/01
Belmont County Prosecutor Date

STANDARD FORM OF AGREEMENT

BETWEEN

OWNER AND CONTRACTOR

where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the thirteenth day of June in the year 2001,

BETWEEN the Owner:

Belmont County Commissioners
Belmont County Courthouse
101 W. Main Street
St. Clairsville, Ohio 43950

and the CONTRACTOR:

Allstate Construction Company
5 Carter Ave.
Triadelphia, WV 26059

The Project is:

Belmont County Engineers Garage
Neffs, OH
General Trades Contract

The Architect is:

Larry A. Siebieda, AIA
3201 Belmont St. Room 709
Bellaire, Ohio 43947

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.

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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 Contractor shall achieve Substantial Completion of the entire Work not later than **One Hundred and twenty*** days from the date of 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 Supplementary Condition 3.08 B

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 ninety-four thousand and fifty dollars** (\$294,850.00), 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:

Add Alternate #2-Provide at interior side of garage door, pair 6" diameter, schedule 40 steel bollards, concrete filled, match exterior detail \$2,900.00

Add Alternate #3-Provide 6'-0" wide X 10' deep storage (os to os) room with 3'-8" X 7' steel door with 24X24 louver and steel frame type B/A-6, stl. lintel-2-3½x3½x¼X4'-8" and hardware set 6/A-6. See attached detail. (with no acoustical ceiling./Paint all CMU one coat block filler, 2 finish coat semi-gloss epoxy.) \$3,600.00

4.3 Unit prices, if any, are as follows:

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

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

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

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

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. 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:

Fred Bennett	Larry A. Siebieda
Belmont County Engineer's Office	3201 Belmont St., Room 709
101 W. Main Street	Bellaire, Ohio 43906
St. Clairsville, Ohio 43950	

7.4 The Contractor's representative is:

Fred Hlad
5 Carter Avenue
Triadelphia, WV 26059

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 February 26, 2001, and are as follows:

Document	Title	Pages
Project Manual for Belmont County Engineer's Garage Neffs	Supplementary Conditions	07901-1,2,3,4,5

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
01000,01100,01027,01300,01500,01700,02100,02200,02511,02520,02700,03300,04200,05120,05220,05310,05510,05521,07901,08111,08360,08520,08710,08800,09512,09650,09900,10155,10425,10800,13122,15400,15500,16000	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	March 7, 2001
SP1.1	Site Plan	March 7, 2001
SP1.2	Site Plan	March 7, 2001
A1	Floor Plans	March 7, 2001
A2	Building Elevations and Building Sections	March 7, 2001
A3	Wall Sections	March 7, 2001
A4	Door and Room Finishes	March 7, 2001
S1	Structural Plan	March 7, 2001
P1	Plumbing Plan	March 7, 2001
M1	HVAC Plan	March 7, 2001
E1	Electrical Plan	March 7, 2001

8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum 1	April 18, 2001	2
Addendum 2	May 1, 2001	1
Addendum 3	May 7, 2001	1

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 Documents
Bond
Insurance Certificate
Workmen's Compensation Certificate
Notice of Award

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

<u>Mark A. Thomas /S/</u>	
<u>Ryan E. Olexo /S/</u>	<u>Fred Hlad, Owner /S/</u>
OWNER	CONTRACTOR

Approved as to form:

<u>Frank Pierce /S/</u>	<u>6/15/01</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADVERTISING
REQUESTS FOR PROPOSALS FOR COURTHOUSE IMPROVEMENTS/
BUILDINGS AND GROUNDS

Motion made by Mr. Thomas, seconded by Mr. Olexo authorizing the Clerk of the Board to proceed with advertising for the following Requests for Proposals for various Courthouse Improvement Projects for the Buildings and Grounds Department.

REQUEST FOR PROPOSALS

It appearing to the Board that it would be to the best interest of the Public to ask and receive proposals for the following Courthouse Improvement projects for the Buildings and Grounds Department, the Clerk is hereby directed to have published in the Martins Ferry Times Leader, a newspaper having general circulation in the County, a "Request for Proposals" as follows:

PUBLIC NOTICE/REQUEST FOR PROPOSALS

The Board of Belmont County Commissioners will accept the following request for proposals until 10:00 A.M., Friday, July 6, 2001 at the Commissioners Office, Belmont County Courthouse, St. Clairsville, Ohio 43950 and then at said office publicly opened and read aloud.

Advertisement for Improvements
Belmont County Courthouse

Request for Proposal FOR CARPETING OF THE BELMONT COUNTY ANNEX I, 147 WEST MAIN STREET, ST. CLAIRSVILLE, OHIO COMMERCIAL GRADE CARPET.

For details please contact William Eddy, Belmont County Buildings and Grounds Superintendent at 740-699-2167.

Times Leader Adv. - (2) Thursdays, June 21, 2001 and June 28, 2001.

PUBLIC NOTICE/REQUEST FOR PROPOSALS

The Board of Belmont County Commissioners will accept the following request for proposals until 9:30 A.M., Friday, July 6, 2001 at the Commissioners Office, Belmont County Courthouse, St. Clairsville, Ohio 43950 and then at said office publicly opened and read aloud.

Advertisement for Improvements
Belmont County Courthouse

1. Request for Proposal FOR THE REMOVAL AND THEN REINSTALLATION OF THE BRICK PAVERS IN FRONT OF THE COURTHOUSE.

SPECIFICATIONS

These bricks must be leveled with new sub-base material; the sub-base must be installed, as not to sink or become unstable; each section of brick will have to be removed, and then re-installed on the new sub-base.

We will accept a prior per square foot and then replace where needed.

Pre-bid conference will be held on **Monday June 25, 2001 at 10:00 A.M.** at the Belmont County Courthouse.

Times Leader Adv. - (2) Thursdays, June 14, 2001 and June 21, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF APPROVING
O.P.W.C. DISBURSEMENT REQUEST
FOR RESURFACING #14,CRL 10/ENGINEER'S

Motion made by Mr. Thomas, seconded by Mr. Olexo to authorizing Commissioner Probst to sign the O.P.W.C. Disbursement Request No. 5 & Final for Resurfacing #14, CRL 10 for the Belmont County Engineer's Department in the amount of \$105,720.93.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 5:07 P.M.

Motion made by Mr. Thomas, seconded by Mr. Olexo to adjourn the Commissioners meeting at 5:07 P.M.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

Meeting adjourned.

Read, approved and signed this 15th day of June A.D., 2001.

_____ COUNTY COMMISSIONERS

We, Ryan E. Olexo and Darlene Pempek, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

_____ PRESIDENT

_____ CLERK