

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 13, 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. Olexo, seconded by Mr. Probst 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
Municipal Utilities	Service/100 W Main/Makenzie Bldg-Gen	530.46
Draft-Co, Inc.	Professional services/GIS Project-Gen	360.00
Belmont National Bank	Checks ordered-General	64.49
Treasurer of State	LEADS/NCIC-General	730.21
Lash Excavating & Paving	CR 10 resurfacing-Eng Road & Bridges	9,348.30
Lash Excavating & Paving	CR 16 resurfacing-Eng Road & Bridges	5,065.92
St. Clair Auto	Install air conditioning-Litter Control	1,138.00
American Electric Power	Service/Eastern Court-Satellite Bldg.	341.94
First Net, Inc.	Internet service-County Crt Probation	19.99
McGhee Office Supply	Misc. supplies-Western Ct Computer	499.69

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE GENERAL/CHEST CLINIC FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the General Fund in the amount of \$19,086.73 and for the Chest Clinic Fund in the amount of \$657.20 dated for June 15, 2001.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE GENERAL/DISASTER SERVICES FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Disaster Services Fund in the amount of \$43.68 dated for June 15, 2001.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE DOG AND KENNEL FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Dog and Kennel Fund in the amounts of \$324.04 and \$330.58 dated for June 15, 2001.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE 9-1-1 FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the 9-1-1 Fund in the amount of \$58,023.50 dated for June 15, 2001.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE DEPARTMENT OF HUMAN SERVICES/
CHILDREN SERVICES/CSEA 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 \$40,827.50, \$109,996.91, \$2,828.04, \$59,847.93 and \$41.40 and for the Children Services Fund in the amounts of \$24,034.34 and \$38,529.50 and for the CSEA Fund in the amount of \$3,178.42 dated for June 15, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	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 \$800.37 and \$22,300.69 dated for June 15, 2001.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE DISASTER SERVICES L.E.P.C. FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Disaster Services L.E.P.C. Fund in the amount of \$199.99 dated for June 15, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	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 \$75.45, \$6,250.00, \$9,095.81 and \$25,041.74 dated for June 15, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	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 \$558.96 and for the Aftercare Program Fund in the amount of \$181.95 dated for June 15, 2001.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING
RECAPITULATION OF VOUCHERS
FOR THE JOB TRAINING FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Job Training Fund in the amounts of \$1.20 and \$13.80 dated for June 15, 2001.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER
WITHIN THE GENERAL FUND FOR THE
COURT OF COMMON PLEAS**

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following transfer within the Belmont County General Fund for the Court of Common Pleas.

FROM	TO	AMOUNT
A102-B10 Intense Prob	A002-B25 Salaries/Magistrate	\$2,476.65

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	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	A006-E11 Hospitalization	\$7,420.77
A001-A20 Equipment	A206-A03 Housing of Prisoners	5,145.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF BID OPENING
FOR FLUSHING DEMOLITION PROJECT/CDBG PROJECT**

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 Flushing Demolition Project, a Community Development Block Grant project, they proceeded to open the following bids.

	BID BOND	AMOUNT
The Demolition Man Co. 200 W. 26 th St. Bellaire, OH 43906	x	\$19,200.00
Norris Demolition 66541 Country Club Rd. St. Clairsville, OH 43950	x	23,777.00
Badger Construction 51 Stockett Rd. Morgantown, WV 26508	X	19,888.00
Raze International, Inc. P.O. Box 188 Bridgeport, OH 43912	X	17,300.00

Present for the bid opening were A.C. Wiethe, Bel-O-Mar Regional Council; Nick Masciarelli, The Demoliton Man Co.; a representative from Raze International; Joselyn King, Intelligencer and Jeremy Midei, Times Leader.

Motion made by Mr. Probst, seconded by Mr. Olexo to turn bids over to A.C. Wiethe, Management Specialist for Bel-O-Mar Regional Council for review and recommendation.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:37 A.M.**

Motion made by Mr. Probst, seconded by Mr. Olexo to enter executive session with the Board of Commissioners and Clerk Darlene Pempek at 9:37 A.M. to discuss the hiring 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, 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. Probst	Yes
Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 9:45 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn executive session with the Board of Commissioners and Clerk Darlene Pempek at 9:45 A.M. to discuss the hiring of a public employee.

Upon roll call the vote was as follows:

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

*NO ACTION TAKEN

**IN THE MATTER OF 4-H EXTENSION OFFICE
PROGRAM UPDATE**

Steve Schumacher, Polly Loy and Julie Banbury Robinson of the 4-H Extension Office presented an update to the Board on their agencies various programs such as the Pond Clinic, Field Day and Fall Rubberneck Tour. Mr. Schumacher extended an invitation to the Commissioners to attend the County Commissioners Days, August 21-22, 2001 in Ashtabula County.

**IN THE MATTER OF RESOLUTION TO APPOINT MEMBERS
TO THE WORKFORCE INVESTMENT BOARD/BCDJFS**

Motion made by Mr. Olexo, seconded by Mr. Thomas to adopt the following:

RESOLUTION

WHEREAS, the Belmont County Department of Job and Family Services is required to appoint private and public members to the Workforce Investment Board;

WHEREAS, the term for the Board is from July 1, 2001 through June 30, 2002;

WHEREAS, the members for the private sector include:

David Diosi, DRD Consulting
Bill Hunkler, Northwest Mutual Insurance
Walt Latacz, Valley Physical Therapy
Rick Paolina, Muxie Distributing
Jason Wilson, Wilson Furniture
Susan Tolbert, Tolbert CPA
Carl Lehman, Lehman Landscaping Company

WHEREAS, the members for the public sector include:

Dr. Joseph Bukowski, Belmont Technical College
Gary Obloy, Community Action Commission
Sherri Wells, Ohio Department of Job and Family Services
Jack Cera, Workforce Development Coordinator, BCDJFS
Nada Hanes, AFL-CIO
Tim Johnson, Ohio University Eastern

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners approves the above named members to the Workforce Investment Board.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
INTO CONTRACTS FOR INTERIOR RENOVATIONS/
BOARD OF MR/DD**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the following contracts for the Board of MR/DD Interior Renovations project based upon the recommendation of Monte Kerr, Superintendent BD MR/DD and Dennis Madama, Architect for the project:

CONTRACT

This contract made by and between:

A.E. PELLEY PLUMBING & HEATING
176 17th ST.
WHEELING, WV 26003

(the "Contractor") and the Belmont County Board of County Commissioners ("the Owner"), serving as the owner and authorized contracting agent for:

BELMONT COUNTY BOARD OF MR/DD
340 FOX SHANNON PLACE

In consideration of the mutual promises herein contained, the Owner and Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire Work described in the Contract Documents including without limitation the drawings and specifications and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

MR-677
INTERIOR RENOVATIONS
ST. CLAIRSVILLE, OH 43950

ARTICLE 2

- 2.1 The Owner shall pay the Contractor for the performance of this Contract, subject to additions and deductions as provided in the Contract Documents, the amount of Fifty-Six Thousand Dollars (\$56,000.00), (the "Contract Price"), based upon the Bid Form, opened June 6, 2001, submitted by the Contractor.

BASE BID: \$42,000.00
Alternate: \$14,000.00

- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Associate.

ARTICLE 3

- 3.1 The Contractor shall diligently prosecute the Work and shall effect contract completion on or before 120 consecutive days, following the date set forth in the Notice to Proceed, unless an extension of time is granted in accordance with the Contract Documents.
- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established contract completion time and that each applicable portion of the Work shall be completed upon the respective milestone completion date, unless an extension of time is granted by the Owner in accordance with the Contract Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time or to have the applicable portion of the work completed upon the date of any milestone completion date, the Owner shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.
- 3.4 The amount of liquidated damages is agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Owner would sustain.

LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1 to \$50,000	\$150
More than \$50,000 to \$150,000	\$250
More than \$150,000 to \$500,000	\$500
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 The Contract Documents embody the entire understanding of the parties and form the basis of the Contract between the Owner and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and Owner, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Owner.

ARTICLE 5

- 5.1 The Contract shall become binding and effective upon execution by the Director, as required by Section 153.08, ORC.

ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

A.E. PELLEY PLUMBING & HEATING

Date: 6/12/01 By: Patricia E. Muth /s/
(Authorized Signature)
Print Name & Title:
Patricia E. Muth
Sec./Treas.

BELMONT COUNTY COMMISSIONERS

Ryan E. Olexo /s/ June 15, 2001
(Name) Commissioner (Date)

Charles R. Probst, Jr. /s/ June 15, 2001
(Name) Commissioner (Date)

Mark A. Thomas /s/ June 15, 2001
(Name) Commissioner (Date)

REVIEWED BY:

Robert W. Quirk /s/ June 13, 2001
(Name) (Date)
(County) Prosecuting Attorney

CONTRACT

This contract made by and between:

WALTERS CONSTRUCTION , INC.
3 ELM GROVE CROSSING MALL
WHEELING, WV 26003

(the "Contractor") and the Belmont County Board of County Commissioners ("the Owner"), serving as the owner and authorized contracting agent for:

BELMONT COUNTY BOARD OF MR/DD
340 FOX SHANNON PLACE
ST. CLAIRSVILLE, OH 43950

In consideration of the mutual promises herein contained, the Owner and Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire Work described in the Contract Documents including without limitation the drawings and specifications and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

MR-677
INTERIOR RENOVATIONS

ARTICLE 2

2.1 The Owner shall pay the Contractor for the performance of this Contract, subject to additions and deductions as provided in the Contract Documents, the amount of One Hundred Seven Thousand Sixty-Three Dollars (\$107,063.00), (the "Contract Price"), based upon the Bid Form, opened June 6, 2001, submitted by the Contractor.

BASE BID: \$87,161.00
Alternate: \$19,902.00

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Associate.

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect contract completion on or before 120 consecutive days, following the date set forth in the Notice to Proceed, unless an extension of time is granted in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established contract completion time and that each applicable portion of the Work shall be completed upon the respective milestone completion date, unless an extension of time is granted by the Owner in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time or to have the applicable portion of the work completed upon the date of any milestone completion date, the Owner shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of liquidated damages is agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Owner would sustain.

LIQUIDATED DAMAGES	
<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1 to \$50,000	\$150
More than \$50,000 to \$150,000	\$250
More than \$150,000 to \$500,000	\$500
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

4.1 The Contract Documents embody the entire understanding of the parties and form the basis of the Contract between the Owner and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and Owner, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Owner.

ARTICLE 5

5.1 The Contract shall become binding and effective upon execution by the Director, as required by Section 153.08, ORC.

ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

WALTERS CONSTRUCTION , INC.

Date: 06/12/01

By: Glenn Walters /s/
(Authorized Signature)
Print Name & Title:
Glenn Walters
President

BELMONT COUNTY COMMISSIONERS

Ryan E. Olexo /s/ June 15, 2001
(Name) Commissioner (Date)

Charles R. Probst, Jr. /s/ June 15, 2001
(Name) Commissioner (Date)

Mark A. Thomas /s/ June 15, 2001
(Name) Commissioner (Date)

REVIEWED BY:

Frank Pierce /s/ June 15, 2001
(Name) (Date)
(County) Prosecuting Attorney

CONTRACT

This contract made by and between:

YAHN ELECTRIC CO.
113 17th ST.
WHEELING, WV 26003

(the "Contractor") and the Belmont County Board of County Commissioners ("the Owner"),
serving as the owner and authorized contracting agent for:

BELMONT COUNTY BOARD OF MR/DD
340 FOX SHANNON PLACE
ST. CLAIRSVILLE, OH 43950

In consideration of the mutual promises herein contained, the Owner and Contractor agree
as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire Work described in the Contract Documents including without limitation the drawings and specifications and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

MR-677
INTERIOR RENOVATIONS
ST. CLAIRSVILLE, OH 43950

ARTICLE 2

- 2.1 The Owner shall pay the Contractor for the performance of this Contract, subject to additions and deductions as provided in the Contract Documents, the amount of Seven Thousand and Ninety-Nine Dollars (\$7,099.00), (the "Contract Price"), based upon the Bid Form, opened June 6, 2001, submitted by the Contractor.

BASE BID: \$5,375.00
Alternate: \$1,724.00

- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Associate.

ARTICLE 3

- 3.1 The Contractor shall diligently prosecute the Work and shall effect contract completion on or before 120 consecutive days, following the date set forth in the Notice to Proceed, unless an extension of time is granted in accordance with the Contract Documents.
- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established contract completion time and that each applicable portion of the Work shall be completed upon the respective milestone completion date, unless an extension of time is granted by the Owner in accordance with the Contract Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time or to have the applicable portion of the work completed upon the date of any milestone completion date, the Owner shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the following table for each and every

calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of liquidated damages is agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Owner would sustain.

LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1 to \$50,000	\$150
More than \$50,000 to \$150,000	\$250
More than \$150,000 to \$500,000	\$500
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 The Contract Documents embody the entire understanding of the parties and form the basis of the Contract between the Owner and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and Owner, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Owner.

ARTICLE 5

- 5.1 The Contract shall become binding and effective upon execution by the Director, as required by Section 153.08, ORC.

ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original contract which may be introduced in evidence or used for any other purpose without production of any other counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

YAHN ELECTRIC CO.

Date: June 12, 2001 By: Edmund J. Yahn /s/
(Authorized Signature)
Print Name & Title:
Edmund J. Yahn
President

BELMONT COUNTY COMMISSIONERS

Ryan E. Olexo /s/ June 15, 2001
(Name) Commissioner (Date)

Charles R. Probst, Jr. /s/ June 15, 2001
(Name) Commissioner (Date)

Mark A. Thomas /s/ June 15, 2001
(Name) Commissioner (Date)

REVIEWED BY:

Frank Pierce /s/ June 15, 2001
(Name) (Date)
(County) Prosecuting Attorney

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT OF
SALLY FRY AS ASSISTANT BELMONT COUNTY HUMANE OFFICER

Motion made by Mr. Probst, seconded by Mr. Olexo to appoint Sally Fry as the Assistant Belmont County Humane Officer contingent upon the following agreement:

BELMONT COUNTY ASSISTANT HUMANE OFFICER
AGREEMENT

On May 20, 2001, Sally Fry became the Assistant Humane Officer of Belmont County. This newly created position became official with the Judgment Entry signed by Probate Judge John Malik.

Mark Fry will remain the county Humane Officer and will continue to be totally accountable to the Belmont County Humane Committee and the Belmont County Animal Rescue League's Board of Directors.

Mark's annual salary will remain \$7,200 annually and his monthly mileage reimbursement will continue to be paid from the county General Fund. The Assistant Humane Officer position will not require further compensation.

The Job Description Requires:

- Following all HSUS guidelines for cruelty investigation (see attached).
- Adherence to all the ORC written laws on animals
- Responding to al calls within 48 hours
- Responding to emergency situations immediately
- Promotion of neuter and spay
- Meeting with the Humane Committee weekly with completed written reports on all current cases.

The primary concern of the Belmont County Animal Rescue League is the safety of the officer. We support the officers' judgment in escalating or unpredictable situations and their decision to "back off" even at the cost of an animal's life.

The following names parties concur with the above "agreement."

C.J. Demetrakis /s/
C.J. Demetrakis, Humane Committee Chair Person

Mark H. Fry /s/
Mark Fry, Belmont County Humane Officer

Sally Fry /s/
Sally Fry, Asst. Belmont County Humane Officer

Upon roll call the vote was as follows:

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

IN THE MATTER OF ALLOCATING
FUNDS TO THE BELMONT COUNTY HEALTH DEPARTMENT'S
WIC PROGRAM

Motion to allocate \$ 24,153.00 (twenty four thousand, one hundred and fifty three dollars) to the Belmont County Health Department, Women, Infant and Children program. These monies are designated to be paid to the WIC Program, in order to assist the agency with their current funding crisis. This allocation of monies will allow the Health Department to continue operating the WIC Program at two sites in Belmont County and to maintain the services currently being provided to our residents

Upon roll call the vote was as follows:

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

RECESS AND RESUME MEETING AT 11:10 A.M.

IN THE MATTER OF APPROVING
THE HIRING OF CRYSTAL HOOPS AS

DIRECTOR OF NURSING/PARK HEALTH CENTER

Motion made by Mr. Thomas, seconded by Mr. Probst to hire Crystal Hoops as the Director of Nursing for Park Health Center and to adopt the following resolution:

**RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS
ESTABLISHING COMPENSATION AND BENEFITS FOR THE
DIRECTOR OF NURSING OF THE BELMONT COUNTY PARK HEALTH CENTER**

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners ("Commissioners") is the appointing authority for the Administrator of the Belmont County Park Health Center, and;

WHEREAS, Lynn Agostini, Administrator of the Belmont County Park Health Center has recommended the hiring of Crystal Hoops, Flushing, Ohio as the Director of Nursing of the facility, and;

WHEREAS, the Commissioners hereby approve the hiring of Ms. Hoops as Director of Nursing of the Park Health Center and establish this position as a salaried position. Thus, the Director of Nursing shall be paid on a salary basis, as that term is used under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. 201 *ET seq.* Such position shall be paid an annual salary of **\$ 43,660.00** (\$20.99 hour) during the probationary period of 90 (ninety) days, with future increases determined by Resolution of the Board of Commissioners, and;

WHEREAS, the Director of Nursing shall receive health insurance, dental insurance, vision insurance and life insurance benefits as authorized by the Board for other county employees and as stipulated in the "**Belmont County Personalized Employee Plan**". The D.O.N. will make an employee contribution when required by county policy, and receive vacation and sick leave benefits in accordance with the Ohio Revised Code for county employees; and

THEREFORE, BE IT FURTHER RESOLVED THAT: this position shall be considered overtime-exempt pursuant to the Executive exemption provided under the applicable provisions of the FLSA because the Director of Nursing exercises management and supervisory responsibility for her department. Therefore, the Director of Nursing shall be exempt from the payment of overtime under the FLSA and the accrual of compensatory time.

Upon roll call the vote was as follows:

Commissioner Thomas	Yes
Commissioner Probst	Yes
Commissioner Olexo	Yes

**IN THE MATTER OF AUTHORIZING
THE SIGNING AND SUBMITTAL OF O.P.W.C.
DISBURSEMENT REQUEST NO. 5 AND FINAL/ENGINEER'S
RESURFACING #14, CRL 10**

Motion made by Mr. Thomas, seconded by Mr. Probst authorizing the signing and submittal of the Ohio Public Works Disbursement Request No. 5 and Final for the Engineer's Resurfacing #14, CRL 10 project in the amount of \$105,720.93.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF AUTHORIZING
THE SIGNING AND SUBMITTAL OF THE QUARTERLY
FINANCIAL REPORT FORM AND SUBGRANT AWARD/
SHERIFF'S LEB GRANT**

Motion made by Mr. Thomas, seconded by Mr. Probst authorizing Commission President Ryan E. Olexo to sign and submit the Quarterly Financial Report Form for Subgrant No. 2000-LE-LEB-3411, Subgrant Title: Project Mobile, Initial Payment Request: \$6,250.00 for the Belmont County Sheriff's Department.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADJOURNING
COMMISSIONERS' MEETING AT 11:12 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn the meeting at 11:12 A.M.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

Meeting adjourned.

Read, approved and signed this 20th 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