

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 July 11, 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. Thomas all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
Xerox Corporation	Lease agreement/Engineer's-General	135.04
Columbia Gas	Service/Jail-General	1,410.05
Eastern Ohio Regional Wastewater Auth	Sewage disposal-Sanitary Sewer	37,602.34
Kirk Brothers Co., Inc.	SSD #2, Force Main Ext, Req #6-San Sewer	6,432.00
State Teachers Retirement System	S.T.R.S., P.E.R.S.-Sargus Center	777.28
Lowe's Companies, Inc.	Materials-Sargus Center	33.64
Jay Jack	Travel & Training-Sargus Center	93.62
Dave Trouten	Medical-Sargus Center	23.58
Village of Barnesville	Resurfacing various streets-License Tax	12,255.73

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the various funds dated for July 13,2001 as follows.

FUND	AMOUNT
General	\$13,717.03
Martins Ferry Satellite/General	\$629.85
Western Belmont County Satellite/General	\$242.24
Dog & Kennel	\$233.78
Dept of Job & Family Services/PA	\$8,956.43, \$1,029.00, \$15,295.81, \$7,504.42
Dept of Job & Family Services/CSEA	\$2,924.44
Dept of Job & Family Services/Children Services	\$5,185.21, \$35,354.00
Engineer's MVGT	\$10,693.88
Oakview Administration Building	\$2,370.11
Sanitary Sewer District	\$7,764.54, \$9,461.61, \$22,004.53, \$97.00, \$830.00, \$10,830.39

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE BELMONT HARRISON JUVENILE
DISTRICT DETENTION HOME FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer within fund for the Belmont Harrison Juvenile District Detention Home Fund.

FROM	TO	AMOUNT
S133-S48 Medicare	S033-S44 P.E.R.S.	\$250.56

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

BELMONT COUNTY RECORDER’S OFFICE

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following transfer within the Belmont County General Fund for the Belmont County Recorder’s Office.

FROM	TO	AMOUNT
A006-B03 Supplies	B006-B02 Salaries	\$6,300.00

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
A202-A09 Appellate Court Dist.	A001-H01 Examinations	\$3,776.75
A201-A11 Workers Comp	A001-H01 Examinations	\$9,253.58
A202-G09 Workers Comp	A001-H01 Examinations	\$2,349.45

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
9-1-1 DEPARTMENT		
A014-A11 Other Expenses	A006-E11/9-1-1 Hospitalization	\$ 2,020.26
SHERIFF DEPARTMENT		
A014-A11 Other Expenses	A206-A03 Housing of Prisoners	\$ 5,460.00
COMMISSIONERS GENERAL FUND		
A014-A11 Other Expenses	A015-A14 Attorney Fees	\$ 15,000.00
A014-A11 Other Expenses	A001-A08 Travel & Expenses	\$ 5,000.00
A014-A11 Other Expenses	A001-A10 Professional Serv.	\$ 20,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN
FUND FOR THE S88 BELMONT COUNTY
WESTERN DIVISION COURT SPECIAL PROJECT FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following transfer of funds as follows:

FROM	TO	AMOUNT
S088-S01 Salaries	S088-S10 Transfers Out	\$1,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN
FUNDS FOR THE S88 BELMONT COUNTY
WESTERN DIVISION COURT SPECIAL PROJECT
FUNDS AND THE GENERAL FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following transfer of funds as follows:

FROM	TO	AMOUNT
S088-S10 Transfers Out	A047-A00 Transfers In	\$1,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF REQUEST
FOR CERTIFICATION OF MONIES

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

Budget Commission
Belmont County Courthouse
St. Clairsville, Ohio 43950

Dear Sirs,

Re: Certification of monies/Belmont County General Fund

Requesting certification of the monies as follows:

\$27,790.71 Transferred in as follows from the County Courts Special Projects Funds on July 11, 2001. (\$9,263.57 each from S086-S10, S087-S10 and S088-S10)

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. /S/
Charles R. Probst, Jr.

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:
\$148,949.00 requested on Requisition #9/Federal funds paid in July 11, 2001

(2) transactions/National City Bank
\$31,770.82 and \$117,178.18
EDA grant Project #06-01-03011
ARC Grant Project # OH-13530-1214
Request #9

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. /S/
Charles R. Probst, Jr.

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR PERMIT
FOR DONALD L. AND FLORENCE BUTZER,
DBA CAPTINA CARRY OUT, WASHINGTON TOWNSHIP, BEALLSVILLE, OH

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following request for a Liquor Permit.

LIQUOR PERMIT

The Board this day approved one C1, C2 permit for Donald L. and Florence Butzer, DBA Captina Carry Out, 56709 Belmont Ridge Rd., Washington Twp., Beallsville, OH 43716, and the Clerk is hereby authorized and directed to sign the form and return it to the Ohio Department of Liquor Control, Reynoldsburg, OH 43068.

There have been no objections received and the Board of County Commissioners have no objections to the permit.

Upon roll call the vote was as follows:

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

IN THE MATTER OF DISCUSSION HELD
RE: SUBLEASE AGREEMENT/OAKVIEW JUVENILE REHAB DISTRICT

Commissioner Olexo discussed the sublease agreement between the Belmont County multi-county Juvenile Court Rehabilitation Center and the Commissioners. Commissioner Thomas questioned, "Once the building is constructed, will they sublease it to the county? And is this property in the name of someone other than the county?"

Darlene Pempek, Clerk of the Board of Commissioners, stated that there must be one county in charge in this multi county venture, and Belmont is the designated county. All invoices and necessary documents will be handled through Belmont County. Commissioner Olexo stated we are the fiscal agent for this project and must sublease from the state for the six county project. The state provides money on a reimbursement basis, Belmont County provides the funds upfront. He then stated there are three items, the original agreement stated a specific amount, amendment number one changed the original amount and now amendment number two would again change this amount.

Ms. Pempek stated URS is the project Architect and Chad Sokolowski is the program director. Commissioner Thomas stated he really felt some confusion on this issue and asked for some time in order to clarify. He asked if either Commissioner Probst or Commissioner Olexo could at this point easily explain this issue to the public if asked. Neither felt they would be able to confidently explain this issue and both agreed some clarification was needed.

Commissioner Thomas stated that the Commissioners need to do a sublease to the county. We need the original document to gauge its accuracy with this amendment. "We need to - I need to clarify this issue before moving forward. We have to be on record".

Chad Sokolowski, Director Oakview Juvenile Rehabilitation Center, was contacted to provide further information to the Board.

IN THE MATTER OF RESOLUTION

AUTHORIZING AMENDMENT NO. 2

RE: SUBLEASE AGREEMENT/BELMONT COUNTY MULTI-COUNTY

JUVENILE REHABILITATION CENTER/OAKVIEW JUVENILE REHAB DISTRICT

Motion made by Mr. Olexo, seconded by Mr. Probst to adopt the resolution authorizing the execution of Amendment No. 2 to an agreement of sublease with respect to the Belmont County Multi-County Juvenile Court Rehabilitation Center.

A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO AN AGREEMENT OF SUBLEASE WITH RESPECT TO THE BELMONT COUNTY MULTI-COUNTY JUVENILE REHABILITATION CENTER.

WHEREAS, pursuant to Chapter 152 of the Ohio Revised Code enacted under authority of the Constitution of Ohio, particularly Section 2i of Article VIII thereof, which authorizes the Ohio Building Authority ("Authority") to issue obligations of the State of Ohio as from time to time authorized by the General Assembly of the State of Ohio ("the "General Assembly") to pay costs of capital facilities for the purpose of housing agencies of state government, including the housing of personnel, equipment or functions that such state agencies are responsible for housing, and pursuant to the authorization of the General Assembly contained in Amended Substitute Senate Bill No. 245 enacted by the 123rd General Assembly, and other legislation heretofore or hereafter enacted by the General Assembly, the Authority intends to finance the costs of certain capital facilities, including the Belmont County Multi-County Juvenile Court Rehabilitation Center (the "Project"); and

WHEREAS, the Authority, by Resolution No. 1990-3 adopted June 5, 1990 (the "General Bond Resolution") and by a Trust Agreement dated as of June 1, 1990 (the "Original Trust Agreement", and as supplemented and amended from time to time, the "Trust Agreement"), has provided for the issuance from time to time of Juvenile Correctional Facilities Bonds (including bonds, notes or other evidences of obligation) of the State (the "Bonds") to, among other purposes, finance the acquisition, construction or renovation of single-county or joint-county juvenile facilities authorized under Section 2151.65 of the Ohio Revised Code, including the Project; and

WHEREAS, in order to provide for such financing and the construction of the Project, the County has previously entered into an Agreement of Sublease (the "Original Sublease", and as supplemented and amended from time to time, including by Amendment No. 1 to Agreement of Sublease dated as of September 1, 1993, the "Sublease"), dated as of April 7, 1993, with the Ohio Department of Youth Services concerning the Project; and

WHEREAS, in view of an additional appropriation for the Project, the County and the Ohio Department of Youth Services wish to enter into an Amendment No. 2 to Agreement of Sublease (The "Amendment"), in order to amend the description of the Project contained in Exhibit A to the Original Sublease.

NOW, THEREFORE, BE IT RESOLVED, that any two members of the Board of County Commissioners of the County are authorized and directed to execute and deliver, in the name and on behalf of the County, the Amendment between the County and the Ohio Department of Youth Services, in substantially the form submitted to and now on file with the County which is hereby approved, with such changes therein not inconsistent with this resolution as may be approved by such members of the Board of County Commissioners. The approval of

such changes by said County Commissioners shall be conclusively evidenced by the execution of the Amendment by such County Commissioners; and

FURTHER RESOLVED, that each officer of the County and each member of the Board of County Commissioners are each separately authorized to take any and all actions and to execute such certificates and other instruments as may be necessary or appropriate in order to effect the intent of these resolutions; and

FURTHER RESOLVED, that it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of its committees that resulted in those formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code; and

FURTHER RESOLVED, that this resolution shall take effect and be in force immediately upon its adoption and, to the extent inconsistent therewith, supersedes any prior resolution of this Board of County Commissioners.

Voting Aye thereon:

Date: July 13, 2001 Ryan E. Olexo /S/
County Commissioners

Charles R. Probst, Jr. /S/
County Commissioners

Mark A. Thomas /S/
County Commissioners

Approved as to form:
Robert Quirk /S/
Belmont County
Prosecutor
7-10-2001
Date

IN THE MATTER OF ENTERING
INTO AMENDMENT NO. 2 AGREEMENT OF SUBLEASE
BETWEEN OHIO DEPT. OF YOUTH SERVICES
AND COUNTY OF BELMONT, OHIO/OAKVIEW JUVENILE REHAB DISTRICT

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

AMENDMENT NO. 2 TO AGREEMENT OF SUBLEASE
between
OHIO DEPARTMENT OF YOUTH SERVICES
and the
COUNTY OF BELMONT, OHIO

This AMENDMENT NO. 2 TO AGREEMENT OF SUBLEASE ("Second Amendment"), dated as of July 13, 2001, between OHIO DEPARTMENT OF YOUTH SERVICES (the "Department"), duly created and existing under and by virtue by Chapter 121 of the Ohio Revised Code as an administrative department of the State of Ohio (the "State") and the COUNTY OF BELMONT, OHIO (the "County"), a county and governmental subdivision of the State of Ohio duly and lawfully created and existing under the laws of the State;

WITNESSETH:

WHEREAS, the Department and the County have heretofore entered into an Agreement of Sublease dated as of April 17, 1993 (the "Original Sublease") with respect to the Belmont County Multi-County Juvenile Court Rehabilitation Center (the "Project");

WHEREAS, the description of the Project set forth in Exhibit A to the Original Sublease has heretofore been amended pursuant to the terms of an Amendment No. 1 to Agreement of Sublease (the "First Amendment"), dated as of September 1, 1993, between the parties hereto; and

WHEREAS, the parties hereto desire to further amend the description of the Project set forth in Exhibit A to the Original Sublease, as amended pursuant to the First Amendment, in order to more accurately describe the Project;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties hereto agree as follows:

Section 1. Amendment and Restatement of Exhibit A. Exhibit A to the Original Sublease, as previously amended by the First Supplement, is hereby amended and restated in its entirety in the form of the Second Amended and Restated Exhibit A attached hereto and made a part hereof.

Section 2. Original Sublease Unaltered. Except as expressly modified hereby, the Original Sublease, as amended and supplemented by the First Amendment, remains unaltered and in full force and effect.

Section 3. Effect of Second Amendment. This Second Amendment shall be considered an integral part of the Original Sublease, as amended, and all references to the Sublease in the Original Sublease, as amended, or any document referring thereto shall, on and after the date of this Second Amendment, be deemed to be references to the Original Sublease, as previously amended and as amended by this Second Amendment.

Section 4. Binding Effect. The Second Amendment shall inure to the benefit of and shall be binding upon the Department and the County and their respective permitted successors and assigns.

Section 5. Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument .

Section 6. Governing Law. This Second Amendment is and shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their duly authorized officers or representatives as of the day and year first hereinabove set forth, but actually on the dates of their respective acknowledgements.

Witnesses:

By: _____
Geno Natalucci-Persichetti,
Director

Witness (as to all)

Darlene Pempek /S/

By: Ryan E. Olexo /S/
County Commissioners

Christin Locke /S/

By: _____
County Commissioners

By: Mark A. Thomas /S/
County Commissioner

Approved as to form:
Robert Quirk /S/
Belmont County
Prosecutor
7-10-2001
Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF DISCUSSION HELD
RE: HUNTER' S RUN SEWAGE RATES

Commissioner Probst asked if the residents had been made aware of the established rates for the Hunters Run sewage system. Commissioner Thomas stated the Board had requested that John Christopher, Sanitary Sewer Director notify the residents of that area. Commissioner Probst asked if John Christopher supplied this information to the Commissioner's Office. John Christopher is scheduled to meet with the Commissioners today, the information will be requested at that time.

**IN THE MATTER OF ENTERING
INTO AGREEMENT FOR THE HUNTERS RUN ON-SITE SEWAGE
DISPOSAL SYSTEM/SANITARY SEWER**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following agreement with Mansell Theaker & Son Excavating, Inc. for the Hunters Run On-Site Sewage Disposal System and authorizing the Notice To Proceed be sent.

AGREEMENT

This Agreement is dated as of the 29th day of June in the year 2001, by and between the **Belmont County Commission** hereinafter called Owner, and Mansell Theaker & Son Excavating, Inc., hereinafter called Contractor.

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

ARTICLE 1 - WORK

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

BELMONT COUNTY SANITARY SEWER DISTRICT

The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

HUNTERS RUN ON-SITE SEWAGE DISPOSAL SYSTEM

ARTICLE 2 - ENGINEER

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

ARTICLE 3 - CONTRACT TIME

3.1 The work will be fully completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 60 days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Four Hundred Dollars (\$400.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the work is substantially complete.

ARTICLE 4 - CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

Twenty-four thousand, five hundred dollars
Written

\$24,500.00
Numeric

ARTICLE 5 - PAYMENT PROCEDURES

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

5.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values provided for in Paragraph 14.01 of the General Conditions.

5.1.1 Prior to 50% Completion, progress payments will be in an amount equal to 92% of the work completed, and 100% of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon 50% Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 96% of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 14.02 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 6 - INTEREST

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.01 as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8 - CONTRACT DOCUMENTS

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

8.1 This Agreement, pages 00500-1 to 00500-5, inclusive.

8.2 Exhibits to this Agreement, pages - to -- , inclusive.

8.3 Performance and other Bonds, identified as exhibits 00610, and 00620, and consisting of 5 pages.

8.4 Notice of Award.

8.5 General Conditions, pages 1 to 42, inclusive.

8.6 Supplementary Conditions, pages 00800-1 to 00800-5 inclusive.

8.7 Specifications bearing the title:

BELMONT COUNTY SANITARY SEWER DISTRICT HUNTERS RUN ON-SITE SEWAGE DISPOSAL SYSTEM

8.8 Drawing, consisting of sheet numbered 1 inclusive with each sheet bearing the following general title:

HUNTERS RUN ON-SITE SEWAGE DISPOSAL SYSTEM

8.9 Addenda Numbers 1, inclusive.

8.10 Contractor's Bid, pages 00300-1 to 00300-, inclusive.

8.11 Documentation submitted by Contractor prior to Notice of Award, pages - to -- , inclusive.

8.12 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repeated by a Modification (as defined in Section 1 of the General Conditions).

ARTICLE 9 - MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10 - OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed four copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on June 29, 2001.

OWNER: Belmont County Commission CONTRACTOR: Mansell Theaker & Son
Excavating, Inc.

By: Ryan E. Olexo /S/, Mark A. Thomas /S/
Charles R. Probst, Jr. /S/
 Corporate Seal

By: Richard Theaker /S/
 Corporate Seal

ATTEST: Darlene Pempek /S/ ATTEST: Terri Simpson, /S/ Secretary

Address for giving notices:

Address for giving notices:

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

53620 Farmington Road
Bridgeport, Ohio 43912
License No.

Agent for service of process:

Approved as to form:

Robert Quirk /S/

Belmont County

Prosecutor

7/15/2001

Date _____

NOTICE TO PROCEED

To: Mansell Theaker & Son, Excavating, Inc.
53620 Farmington Road
Bridgeport, OH 43912

Date: July 6, 2001

Project: Hunters Run On-site Sewage Disposal System

You are hereby notified to commence WORK in accordance with the Agreement Dated June 29, 2001, on or before July 16, 2001, and you are to complete the WORK within 60 consecutive calendar days thereafter. The date of completion of all WORK is therefore September 13, 2001.

Belmont County Commission
Owner

By: Ryan E. Olexo /s/
Charles R. Probst, Jr. /s/
Mark A. Thomas /s/

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby
acknowledged by

on this _____, 2001.

By:

Title:

Upon roll call the vote was as follows:

Mr. Thomas Yes

Mr. Olexo Yes

Mr. Probst Yes

IN THE MATTER OF AUTHORIZING
THE PURCHASE OF EXCAVATOR FOR THE
BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Olexo, seconded by Mr. Thomas approving the purchase of a Kabelco Excavator from Southeastern Equipment Company, Inc., Route 40 East, Cambridge, Ohio 43725 in the amount of \$102,944.56 for the Belmont County Sanitary Sewer District. The District received four proposals and has recommended Southeastern. This purchase is in accordance with the MAC29 Program through the State of Ohio.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:17 A.M.

Motion made by Mr. Olexo, seconded by Mr. Thomas to adjourn the meeting at 10:17 A.M.

Upon roll call the vote was as follows:

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

Read, approved and signed this 18th day of July 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