

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 February 22, 2002, were read, approved and signed.

EVENING MEETING-MARTINS FERRY, OHIO

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
DBase Inc.	Subscription-General	269.00
Seneca Valley, Inc.	WWS #3 2000 Waterline Ext-San Sewer	115,618.24

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 February 27, 2002 as follow:

FUND	AMOUNT
General/Sheriff's	\$2,602.97, \$771.88, \$2,455.18
County Home	\$6,697.87
BCDJFS/PA	\$247.50, \$14,014.09
Engineer's MVGT	\$1,838.33, \$24,000.07
Sanitary Sewer	\$5,811.73
Oakview Juvenile Rehab District	\$584.02, \$601.54
Job Training	\$1,373.20, \$908.20

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 COUNTY GENERAL FUND

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following transfer of funds as follows for the General Fund.

FROM	TO	AMOUNT
A901-A11 District Detention Home	A015-A15 Transfer Out	\$82,500.00
<i>Transfer of monies/allocation of 2nd quarter appropriation</i>		

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS BETWEEN THE GENERAL FUND AND S33 DISTRICT DETENTION FUND

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following transfer of funds between the General Fund and the S33 District Detention Home Fund.

FROM	TO	AMOUNT
A015-A15 Transfers Out	S033-S15 Transfer In	\$82,500.00

Transfer of monies/allocation of 2nd quarter appropriation

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND
FOR THE JUVENILE COURT M55 C-CAP DONATED
AND M56 SPIRIT PROGRAM FUNDS**

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

FROM:	TO:	AMOUNT
M055-M18 Intake Fee	M055-M08 Transfers Out	\$2,704.48
M055-M12 PERS	M055-M08 Transfers Out	\$1,200.00
M067-M05 Insurance	M067-M04 Medicare	\$195.43
Total Transfers		\$4,099.91

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER TO THE FUND
FOR THE BELMONT COUNTY EASTERN DIVISION
COURT GENERAL SPECIAL PROJECTS FUND**

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

FROM:	TO:	AMOUNT
S087-S08 Equipment	S087-S02 PERS	\$1,320.00
S087-S08 Equipment	S087-S05 Medicare	\$ 145.00

Upon roll call the vote was as follows:

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

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

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

FROM:	TO:	AMOUNT
S033-S37 Contract Repairs	S133-S48 Medicare	\$15.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER TO THE FUND
FOR THE BELMONT COUNTY NORTHERN
DIVISION COURT GENERAL PROJECT FUND**

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

FROM:	TO:	AMOUNT
S086-S08 General Project (Other)	S086-S05 Medicare	\$100.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE BELMONT HARRISON
JUVENILE DISTRICT DETENTION HOME S36**

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

FROM	TO	AMOUNT
S036-S01 Salaries	S036-S10 Medicare	\$12.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS
WITHIN FUND FOR THE PROSECUTOR'S
VICTIM ASSISTANCE PROGRAM FUND

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

FROM	TO	AMOUNT
W080-P01 Salaries	W080-P08 Medicare	\$96.68

Upon roll call the vote was as follows:

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

IN THE MATTER OF MONTHLY TRANSFER OF
FUNDS FOR BELMONT COUNTY SANITARY SEWER

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following monthly transfer of funds dated for the month of January, 2002 for the Belmont County Sanitary Sewer Department.

FROM	TO	AMOUNT
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	1392.45
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	2261.58
P003-P20 LABOR	Y090-Y04 LABOR	0.00
P003-P21 MATERIALS	Y090-Y05 MATERIALS	4543.74
P003-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	111.29
P003-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	867.71
P003-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	.00
P003-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	46070.77
P003-P27 ADV & PRINTING	Y090-Y04 ADV & PRINTING	0.00
P003-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	60.20
P003-P29 PERS	Y090-Y12 PERS	0.00
P003-P30 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P003-P31 OTHER EXPENSES	Y090-Y14 OTHER EXPENSES	3312.92
P003-P32 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	800.74
P003-P35 MEDICARE	Y090-Y18 MEDICARE	194.08
TOTAL		59615.48
P005-P18 SUPPLIES	Y090-Y02 SUPPLIES	2629.04
P005-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	4269.94
P005-P21 MATERIALS	Y090-Y05 MATERIALS	12762.78
P005-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	273.83
P005-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	28642.40
P005-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P005-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	1006.59
P005-P27 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P005-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	113.65
P005-P29 PERS	Y090-Y12 PERS	0.00
P005-P30 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P005-P31 OTHER EXP.	Y090-Y14 OTHER EXP.	9897.60
P005-P34 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	7506.53
P005-P35 MEDICARE	Y090-Y18 MEDICARE	530.85
TOTAL		67633.21
P051-P02 SUPPLIES	Y090-Y02 SUPPLIES	594.90
P051-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	966.31
P051-P05 MATERIALS	Y090-Y05 MATERIALS	1694.72
P051-P06 CONTRACT REP.	Y090-Y06 CONTRACT REP.	134.06
P051-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	291.30
P051-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P051-P09 SEWAGE DIS.	Y090-Y08 SEWAGE DIS.	14383.44
P051-P11 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P051-P12 TRAVEL & EXP	Y090-Y11 TRAVEL & EXP	25.70
P051-P13 PERS	Y090-Y12 PERS	0.00
P051-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P051-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	2522.99
P051-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	0.00
P051-P35 MEDICARE	Y090-Y18 MEDICARE	178.20
TOTAL		20791.62
P053-P02 SUPPLIES	Y090-Y02 SUPPLIES	240.33
P053-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	390.47
P053-P05 MATERIALS	Y090-Y05 MATERIALS	2255.37
P053-P06 CONTRACT REP.	Y090-Y06 CONTRACT REPAIRS	330.57
P053-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	4947.07
P053-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P053-P09 SEWAGE DIS.	Y090-Y09 SEWAGE DIS.	17766.74
P053-P11 ADVER.&PRINTING	Y090-Y10 ADVER.&PRINTING	0.00

P053-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP	10.37
P053-P13	PERS	Y090-Y12	PERS	0.00
P053-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P053-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	3540.71
P053-P16	TRANSFERS OUT	Y090-Y17	TRANSFERS OUT	1050.00
P053-P35	MEDICARE	Y090-Y18	MEDICARE	136.25
TOTAL				30667.88

P054-P02	SUPPLIES	Y090-Y02	SUPPLIES	20.42
P054-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	0.00
P054-P05	MATERIALS	Y090-Y05	MATERIALS	270.53
P054-P06	CONTRACT REPAIRS	Y090-Y06	CONTRACT REPAIRS	0.00
P054-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	499.47
P054-P11	ADVER & PRINTING	Y090-Y07	ADVER & PRINTING	0.00
P054-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	3.00
P054-P13	PERS	Y090-Y12	PERS	0.00
P054-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P054-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	233.49
P054-P35	MEDICARE	Y090-Y18	MEDICARE	17.81
TOTAL				1044.72

P055-P02	SUPPLIES	Y090-Y02	SUPPLIES	28.71
P055-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	0.00
P055-P05	MATERIALS	Y090-Y05	MATERIALS	312.65
P055-P06	CONTRACT REPAIRS	Y090-Y06	CONTRACT REPAIRS	0.00
P055-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	803.21
P055-P11	ADVER & PRINTING	Y090-Y07	ADVER & PRINTING	0.00
P055-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	4.22
P055-P13	PERS	Y090-Y12	PERS	0.00
P055-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P055-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	327.92
P055-P35	MEDICARE	Y090-Y18	MEDICARE	25.02
TOTAL				1501.73

P056-P02	SUPPLIES	Y090-Y02	SUPPLIES	0.00
P056-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	0.00
P056-P09	SEWAGE DISP.	Y190-Y08	SEWAGE DISP.	0.00
P056-P13	PERS	Y090-Y12	PERS	0.00
P056-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P056-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	130.02
P056-P16	TRANSFERS OUT	Y090-Y14	TRANSFERS OUT	0.00
P056-P35	MEDICARE	Y090-Y18	MEDICARE	9.91
TOTAL				139.93

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CASH ADVANCE
OF FUNDS FOR THE JUVENILE COURT
ENHANCEMENT GRANT FUND M71**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following CASH ADVANCE of funds for the Juvenile Court Enhancement Grant Fund M71 (Advances In) from the Juvenile Court C-Cap Donated Fund M55 (Transfers Out) as follows:

FROM	TO	AMOUNT
M055-M08 Transfers Out	M071-M08 Advances In	\$1,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CASH ADVANCE
OF FUNDS FOR THE JUVENILE COURT
ALTERNATIVE SCHOOL PROGRAM FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following CASH ADVANCE of funds for the Juvenile Court Alternative School Fund M67 (Advances In) from the Juvenile Court C-Cap Donated Fund M55 (Transfers Out) as follows:

FROM	TO	AMOUNT
M055-M08 Transfers Out	M067-M08 Advances In	\$2904.48

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REPAYMENT OF
CASH ADVANCE OF FUNDS FOR THE JUVENILE COURT
ALTERNATIVE SCHOOL FUND M67**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfer within fund from the Juvenile Court Spirit Program M56 to the Juvenile Court Alternative School Fund M67 to REPAY A CASH ADVANCE as follows:

FROM	TO	AMOUNT
M056-M09 Transfers Out	M067-M08 Advances In	\$1,472.25

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE M67
JUVENILE COURT ALTERNATIVE
SCHOOL GRANT AND M71 ENHANCEMENT GRANT FUNDS**

Motion made by Mr. Olexo, 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 January 16, 2002.

	<u>M67 Juvenile Court Alternative School Grant</u>
M67-M01 Salaries	\$4,376.73

	<u>M71 Juvenile Court Enhancement Grant</u>
M071-M01 Salaries	\$1,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE MAGISTRATE
COMMON PLEAS COURT A002
CSEA FUND**

Motion made by Mr. Olexo, 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 January 16, 2002.

	<u>A002 CSEA FUND</u>
A002-B26 SUPPLIES	\$ 448.45
A002-B30 OTHER EXP	\$2,652.23
A002-B25 SALARIES	\$4,700.00

Total Appropriations \$7,800.68

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE N-32
BELMONT COUNTY FOX COMMERCE
INDUSTRIAL 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 February 27, 2002.

	<u>N-32 BELMONT COUNTY FOX COMMERCE INDUSTRIAL FUND</u>
N032-N01 Contract Services	\$ 140,769.00

***State of Ohio/ARC and EDA grant monies

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 CDBG FUND**

Motion made by Mr. Thomas, 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 February 27, 2002.

**T-11
CDBG FUND**

T011-T01 CDBG Grant \$13,563.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE GENERAL FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst 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 February 27, 2002.

GENERAL FUND

A002-B25 Salaries \$4,239.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REDUCING APPROPRIATIONS
FOR BELMONT COUNTY DEPARTMENT FUNDS FOR THE YEAR 2002**

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following reduction to the Appropriations in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of January 04, 2002.

H050-H02	SALARIES/ LITTER RECYCLING	- \$ 1,766.67
P003-P17	SALARIES/EMPLOYEES-W.W.SYSTEM #2 REV.	- \$ 6,513.98
P005-P17	SALARIES/EMPLOYEES-W.W.SYSTEM #3 REV.	- \$ 20,358.58
P051-P01	SALARIES/EMPLOYEES-S.S.DIST. #1 REV.	- \$ 2,297.72
P053-P01	SALARIES/EMPLOYEES-S.S.DIST. #2 REV.	- \$ 5,973.06
P054-P01	SALARIES/EMPLOYEES-S.S.DIST. #2B REV.	- \$ 546.10
P055-P01	SALARIES/EMPLOYEES-S.S.DIST. #3A REV.	- \$ 608.45
P056-P01	SALARIES/EMP./S.S. DIST.#3B DEEP RUN	- \$ 105.88
P090-P07	SALARIES/ LEPC	-\$ 210.57
S077-S01	SALARIES/COMMON PLEAS COURT	- \$ 1,568.80
S082-S10	SALARIES/WESTERN DIV COURT COMPUTER	- \$ 1,000.00
S084-S10	SALARIES/EASTERN DIV. COURT COMPUTER	- \$ 500.00
S088-S01	SALARIES/WESTERN COURT GEN SPECIAL PROJ	- \$ 409.50
W081-P01	SALARIES/DRETAC PROSECUTOR	- \$ 1,500.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING
REQUEST TO TRAVEL FOR BCDJFS EMPLOYEES**

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

Name: Don Giffin, Dave McFarlan
Destination: Cincinnati, OH
Dates of travel: April 28 - May 2, 2002
Purpose: ERICSA Conference
Estimated expenses: \$1,000.00

Name: Mike Klinec, Dave Badia
Destination: Canton, OH
Dates of travel: February 28, 2002
Purpose: OCDA District Meeting
Estimated expenses: \$100.30

Name: Jack Cera
Destination: Steubenville, OH
Dates of travel: February 26, 2002
Purpose: Youth Council Meeting
Estimated expenses: \$34.82

Name: Kathy King
Destination: Columbus, Ohio
Dates of travel: March 8, 2002
Purpose: Legal Issues in APS Training
Estimated expenses: \$97.60

Name: Lynn Pappas
Destination: Newark, OH
Dates of Travel: April 1-3, 2002
Purpose: MAXIMUS QulC Training
Estimated expenses: \$114.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING
REQUEST TO TRAVEL FOR WILLIAM
EDDY, COUNTY LOSS CONTROL COORDINATOR**

Motion made by Mr. Thomas, seconded by Mr. Olexo to grant the following requests for William Eddy, Loss Control Coordinator to travel to Columbus, Ohio on March 22, 2002 to attend a CORSA meeting.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUESTS FOR
CERTIFICATION OF MONIES FOR VARIOUS FUNDS**

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

Budget Commission
Belmont County Courthouse
St. Clairsville, OH 43950

Dear Sirs:

Requesting certification of monies for the:

N-32 FOX COMMERCE INDUSTRIAL PARK

\$ 140,769.00 Requisition #14/Federal Funds paid in February 27, 2002

(1) transaction/National City Bank, EDA grant Project #06-01-03011, ARC grant Project #OH-13530-1214

BELMONT COUNTY GENERAL FUND

\$12,040.18 paid in on February 14, 2002/Magistrate CSEA IV-D contract/warrant #'s 527202 and 527203.

Upon roll call the vote was as follows:

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

**RESOLUTION IN HONOR
OF MR. CHARLES "CHUCK" HODOR**

The Board of County Commissioners of Belmont County, Ohio met in regular session on February 27, 2002 with the following members present: Mr. Thomas, Mr. Probst, Mr. Olexo.

Mr. Probst moved to adopt the following Resolution:

WHEREAS, Charles Hodor joined the Martins Ferry, Ohio, Volunteer Fire Department, Liberty Engine Company #3 forty- five years ago as a volunteer member, and;

WHEREAS, Mr. Hodor has been a vital and dynamic leader, serving many yeas as Captain, and continuing to serve in the position of trustee, and:

WHEREAS, Mr. Hodor is still active in all the department and Ladder Company projects and has been an inspiration to all by his loyal dedication and faithful devotion shown through his membership and leadership in many civic organizations, and;

WHEREAS, Mr. Hodor's attitude exemplifies the perspective "that it is a great privilege to serve where or when needed", and;

NOW, THEREFORE, BE IT RESOLVED, the Belmont County Commissioners on behalf of all County residents do hereby honor and commend Mr. Charles (Chuck) Hodor for his years of devoting countless hours for projects and organizations towards the betterment of his community, and hereby congratulate him on his " 45th anniversary" as a member of the Martins Ferry Volunteer Fire Department Liberty Engine Company #3" and proclaim, February 28, 2002 as a day set aside to pay tribute to Mr. Charles (Chuck) Hodor.

Mr. Thomas seconded the foregoing resolution and upon vote the resolution was unanimously adopted as follows:

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

**IN THE MATTER OF CONSTRUCTING
A SANITARY SEWER SYSTEM
FOR SAFETY REST AREAS
ON INTERSTATE 70 IN BELMONT COUNTY, OHIO**

ODOT AGREEMENT NO. 11129

Motion made by Mr. Olexo, seconded by Mr. Thomas to enter into the following agreement on behalf of the Belmont County Sanitary Sewer District.

AGREEMENT

This AGREEMENT is made by and between the State of Ohio, Ohio Department of Transportation, located at 1980 West Broad Street, Columbus, Ohio 43223, hereinafter referred to as the STATE, and the Belmont County Board of Commissioners for the Belmont County Sanitary Sewer District, Courthouse, St. Clairsville, Ohio 43950, hereinafter referred to as the COUNTY.

RECITALS

WHEREAS, the STATE is the owner of two safety rest areas, eastbound and westbound, along Interstate 70 located in Belmont County, Ohio, which are more particularly described in Exhibit "A"; and

WHEREAS, it is the intent of the COUNTY to construct a pump station and sewer force main located on the Wheeling Entertainment property located North of Interstate 70 near the STATE's westbound safety rest area; and

WHEREAS, the Fox Shannon Wastewater Treatment Facility, located west of St. Clairsville, Ohio has the capacity to treat wastewater generated by the STATE's eastbound safety rest areas; and

WHEREAS, the STATE currently operates two on-site wastewater treatment facilities and wishes to abandon such systems in favor of tapping into the sanitary sewer system that is to be constructed by the COUNTY on the Wheeling Entertainment property; and

WHEREAS, the STATE has requested that it be permitted to connect to the COUNTY's wastewater treatment line on the Wheeling Entertainment property for the purpose of transporting the STATE's wastewater to the Fox Shannon Wastewater Treatment Facility; and

WHEREAS, the COUNTY has approved the request by the STATE by Resolution Number _____, adopted _____; and

WHEREAS, the STATE is authorized by R.C. 5525.01 to construct rest area facilities, and is charged by R.C. 5515.07 with the responsibility to maintain and control the use of rest areas; and

WHEREAS, pursuant to Chapter 6117 of the Ohio Revised Code, the STATE and the COUNTY are authorized to enter into contracts for the construction and maintenance of any sanitary facility; and

WHEREAS, the parties desire to carry out and accomplish the construction of the sewer system, hereinafter referred to as the PROJECT, and to agree upon the manner of doing the work required.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept, the parties hereby agree as follows:

SECTION 1: OBLIGATIONS OF THE COUNTY: CONSTRUCTION

- 1.1 The COUNTY shall prepare detailed plans and specifications of the PROJECT, and shall submit a copy of said plans and specifications to the STATE.
- 1.2 The COUNTY further agrees to obtain any and all permits and pay any fees required by any organizations and agencies, as required by law, and shall secure any and all easements deemed necessary for the PROJECT.
- 1.3 After execution and delivery of this agreement and the detailed plans and specifications to the STATE, the COUNTY shall commence construction of the PROJECT in accordance with the plans and specifications. The COUNTY agrees to promptly notify the STATE of any and all deviations from the plans and specifications, including any deviations in the coordinates and elevation of the PROJECT.
- 1.4 The COUNTY agrees to construct the PROJECT and have it in service by August, 2002. The COUNTY agrees that all work performed will abide by all state, federal and local laws and regulations.
- 1.5 The COUNTY agrees to construct a sanitary sewer system that can provide capacity of a design average flow of 7,500 gallons per day over any thirty (30) day period with a maximum daily flow of 18,000 gallons per day.
- 1.6 Once constructed, the COUNTY agrees that the specified capacity shall be maintained at all times, at the COUNTY's expense. In the event service is added, the COUNTY agrees that it shall not charge the STATE any additional fee, or increase the STATE's regular rate for service above or beyond any ordinary rate increase charged to other customers.
- 1.7 The COUNTY shall retain ownership of the pump station and all sewer lines located on Wheeling Entertainment Property, and will provide perpetual maintenance of said pump station and lines.

SECTION 2: OBLIGATIONS OF STATE: CONSTRUCTION

- 2.1 The STATE agrees to provide necessary trash traps and will comply with all applicable Ohio EPA requirements.
- 2.2 The STATE agrees to assist the COUNTY in taking the necessary and proper actions to ensure the PROJECT is completed.
- 2.3 The STATE agrees to pay the COUNTY a total fee of approximately Fifty Thousand Dollars and No Cents (\$50,000.00). This amount includes all tap-in fees.
- 2.4 The STATE agrees to waive notice and publication of all resolutions and legal notices provided in Chapter 6117 of the Ohio Revised Code.
- 2.5 The STATE agrees to maintain all sewer lines and appurtenances located on the STATE's property.
- 2.6 The STATE agrees to enter into such contracts as are necessary for the abandonment and/or conversion of the existing wastewater treatment and collection facilities, and in accordance with law, rules and regulations applicable to such construction.

SECTION 3: PAYMENT OF FEE

- 3.1 The STATE shall make a lump sum payment of the fee to the COUNTY. The COUNTY shall submit an invoice to the STATE for Fifty Thousand Dollars and No Cents (\$50,000.00) within thirty days of the execution of this Agreement. Within thirty days of the receipt of an invoice from the COUNTY, the STATE will remit such payment.
- 3.2 No payment hereunder shall constitute acceptance of unsatisfactorily performed or documented work.

SECTION 4: OBLIGATIONS OF THE PARTIES: POST CONSTRUCTION

- 4.1 Upon completion of the PROJECT and after the sewer system becomes operational, the COUNTY shall charge, and the STATE agrees to pay, the same sewerage rate charged other commercial customers of the COUNTY.
- 4.2 Pursuant to Section 9.30 of the Ohio Revised Code, this Section shall survive the termination of this Agreement to permit the STATE to pay for, and receive, sanitary sewer services from the COUNTY for as long as such services are needed for the safety and convenience of the traveling public.
- 4.3 The STATE shall knowingly discharge only sanitary waste into the COUNTY's sewer system.

SECTION 5: EFFECTIVE DATE: TERMINATION

- 5.1 CONSTRUCTION ONLY: This Agreement shall commence on the date of the last signature thereto and shall end on June 30, 2003. At that time, the parties shall renew this Agreement on the same terms and conditions for as many successive terms as necessary, by giving written notice to the COUNTY no later than June 15 of the last year of the preceding biennium, provided that all successive terms shall not extend beyond the end of STATE's biennium.
- 5.2 If, at any time before the sanitary sewer system becomes operational, upon material breach of this Agreement by the COUNTY or the STATE, the party adversely affected by the breach may terminate this agreement by giving thirty (30) days written notice to the other party.

SECTION 6: GENERAL PROVISIONS

- 6.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns.
- 6.2 The Agreement supersede all prior agreements, written or oral, between the COUNTY and the STATE and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by the STATE and the COUNTY.
- 6.3 This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Ohio.
- 6.4 It is expressly understood by the parties that none of the rights, duties, and obligations described in this contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the General Assembly and by the Controlling Board of the State of Ohio, or in the event that federal funds are used, until such time that the State gives the COUNTY written notice that such funds have been made available to the State, by the State's funding source.
- 6.5 The COUNTY shall provide its own workers' compensation coverage throughout the duration of the contract and any extensions thereof. The STATE is hereby released from any and all liability for injury received by the COUNTY, its employees, agents or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this contract.
- 6.6 The COUNTY accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the COUNTY in the performance of the work authorized by this contract. The STATE shall not be liable for any taxes under this contract.
- 6.7 The COUNTY agrees to comply with all applicable state and federal laws regarding drug-free workplace. When applicable, the COUNTY shall make a good faith effort to ensure that all employees, while working on state property, will not purchase, transfer, or use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 6.8 The COUNTY further agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.
- 6.9 All notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail to ODOT, District Eleven, 2201 Reiser Ave. S.E., New Philadelphia, Ohio 44663, ATTN: Myron Pakush, Deputy District Director, or to the Commissioners' principal office in St. Clairsville, Ohio.

IN THE MATTER OF VACATING
A PORTION OF PEASE TWP. RD. 1053
ALSO KNOWN AS PLUM ST/PEASE TOWNSHIP,
SEC 33, T-3, R-2/RD. IMP. 1065

**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. Probst 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 ²vacate ³a portion of Pease Twp. Rd. 1053 also known as Plum St., located in Pease Twp. Sec. 33, T-3, R-2 a Public Road as described therein; therefore be it

RESOLVED, that the 20th day of March, 2002 at 11:00 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 29th day of March 2002, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, that the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the 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. Olexo seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted February 27, 2002

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**

ROADIMP. # 1065

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the Matter of ¹vacation of a portion of Pease Twp. Rd. 1053, also known as Plum St., located in Pease Twp. Sec. 33, T-3, R-2 in Belmont Co. a Public Road on the line hereinafter described, the general route and termini of which Road are as follows:

Beginning at a point where Pease Twp. Rd. 1053 intersects Pease Twp. Rd. 1058 (also known as High St.) thence 20 feet in a northerly direction to the terminus of the vacation.

Said Board of County Commissioners has fixed the 20th day of March 2002, at 11:00 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 29th day of March 2002, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the
Board of County Commissioners,
Belmont County, Ohio

Darlene Pempek /s/
Darlene Pempek, Clerk

ADV. TIMES LEADER 2 Mondays, March 4 & March 11, 2002

IN THE MATTER OF AWARDING
BID FOR BARNESVILLE WATERLINE EXTENSION
PROJECT/SANITARY SEWER DISTRICT

Motion made by Mr. Thomas, seconded by Mr. Probst to award the bid for the Barnesville Waterline Extension Project to the James White Construction Company in the amount of \$734,159.00 as follows:

NOTICE OF AWARD

Dated February 27, 2002

TO: THE JAMES WHITE CONSTRUCTION COMPANY
(BIDDER)

ADDRESS: 4156 Freedom Way, Weirton, West Virginia, 26062

CONTRACT: BARNESVILLE WATERLINE EXTENSION

Project: BELPH3WL

OWNER's Contract No. Barnesville Waterline Extension

You are hereby notified that your Bid dated February 1, 2002 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for The Barnesville Waterline Extension Project
(Indicated total Work, alternatives or sections or Work awarded)

The Contract Price of your Contract is Seven Hundred Thirty Four Thousand One Hundred Fifty Nine and 60/100 Dollars (\$ 734,159.60).

Two (2) copies of each of the proposed Contract Documents (except drawings accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by February 27, 2002.

1. Deliver to the OWNER one (1) fully executed counterparts of the Contract Documents. [each of the Contract Documents must bear your signature].
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Information for Bidders, and General Conditions paragraph 5.01.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

BY:

ACCEPTED BY:

The Belmont County Commissioners
(OWNER)

(CONTRACTOR)

Mark A. Thomas

(AUTHORIZED SIGNATURE)

President

(TITLE)

(TITLE)

February 27, 2002

(DATE)

(DATE)

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING
INTO AGREEMENT WITH JAMES WHITE CONSTRUCTION CO.
FOR THE BARNESVILLE WATERLINE EXTENSION PROJECT/SANITARY SEWER

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the following agreement with James White Construction Company for the Barnesville Waterline Extension Project.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the 27th day of February in the year 2002, by and between the **Belmont County Commissioners** (hereinafter called OWNER) and **James White Construction Co.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. The WORK is generally described as follows:

Barnesville Waterline Extensions

ARTICLE 2 - THE PROJECT

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

**Belmont County Sanitary Sewer District
County Road 102, Township Road 182, and Township Road 677**

ARTICLE 3 - ENGINEER

3.01 The project has been designed by

HAMMONTREE & ASSOCIATES, LIMITED
5233 STONEHAM ROAD
NORTH CANTON, OHIO 44720
330-499-8817

who is hereinafter called ENGINEER and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIME.

4.01. *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for the final payment in accordance with paragraph 14.07 of the General Conditions within **180 calendar** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in legal arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **one thousand dollars \$1,000** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially completed. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **one thousand dollars \$1,000** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE.

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

A. For all Work other than Unit Price Work, a Lump Sum of:

Seven-hundred thirty-four thousand one-hundred fifty-nine dollars and sixty cents
(\$ 734, 159.60)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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.

6.02 Progress Payments: Retainage

A. 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 established in paragraph 14.01 of the General Conditions:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

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

b) 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 14.02.B.5 of the General Conditions.

6.03 Final Payment

A. 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 7 - INTEREST

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

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequenced, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:
 - 1. This Agreement (pages 00500-1 to 00500-7, inclusive);
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. Bid Guaranty Bond;
 - 5. General Conditions (pages 00700-1 to 00700-37 inclusive);
 - 6. Supplementary Conditions;
 - 7. Specifications as listed in the table of contents of the Project Manual;
 - 8. Drawings consisting of a cover sheet and sheets numbered 17E through 17J, inclusive,
with each sheet bearing the following general title: Proposed Waterline Extension;
 - 9. Addenda (numbers 1 to 2, inclusive);
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice of Award;
 - b. Notice to Proceed;
 - c. CONTRACTOR's Bid (pages 00300-1 to 00300-8, inclusive);
 - d. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive);
 - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order (s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract 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.

10.03 Successors and Assigns

A. 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.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on **February 27, 2002** (which is the Effective Date of the Agreement).

OWNER:
Belmont County Commissioners
By Mark A. Thomas, President /s/
[Corporate Seal]

CONTRACTOR:
By _____
[Corporate Seal]

Attest Jayne Long/s/

Attest _____

Address for giving notice

Address for giving notice

Belmont County Courthouse

101 W. Main St.

St. Clairsville, OH 43950

(If OWNER is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. _____
(Where applicable)
Agent for service of process:

If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:
Name: _____
Title: _____
Address: _____

Phone: _____
Facsimile: _____

Designated Representative:
Name: _____
Title: _____
Address: _____

Phone: _____
Facsimile: _____

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING
PURCHASE OF NEW VEHICLE FOR
JOE DEFRANCO, PROBATION OFFICE/JUVENILE COURT**

Motion made by Mr. Thomas, seconded by Mr. Probst authorizing the purchase of a new Chevy Malibu through the Department of Administrative, State Purchasing Plan for Juvenile Probation Officer Joe DeFranco based upon the recommendation of Judge Mark Costine, Juvenile Court.

Upon roll call the vote was as follows:

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

IN THE MATTER OF DISCUSSION HELD

RE: OPENING REMARKS AND WELCOME

Commission President Mark Thomas thanked the city of Martins Ferry and Mayor Shrodes for inviting the Board to hold their meeting here. He stated, "It is a great pleasure to come here." Commissioner Olexo reiterated this point and added, "Please feel free to speak and ask questions." Commissioner Probst stated the last time the Commissioners had been in Martins Ferry for an evening meeting the main issue was the Deep Run waterline issue. He continued, "We had discussed having a waterline from the city of Wheeling run across the river to bring water to this area. We worked with city officials. If Tri-County had run this waterline, it would have cost the city of Martins Ferry twenty one thousand dollars (\$21,000.00) per month out of the city's water revenue. We worked quietly behind the scenes to serve your interests. Working with city administrators - Belmont County Commissioners turned this around. We were able to help the city secure money with the help of Don Myers, we were able to revamp the pump and bring water from Colerain and the Woodmont Area out. These are the things we do on a daily basis to help communities. It is a great pleasure to be back in Martins Ferry."

IN THE MATTER OF DISCUSSION HELD

RE: PRESENTATION FOR THE STAND UP FOR STEEL RALLY

Commissioners Thomas, Probst, and Olexo presented an envelope of donations to Mr. John Saunders, representative of the Steel Workers Union. Commissioner Thomas stated, "At last week's Commissioners meeting, questions arose as to the legality of expending county funds to pay for a bus to travel to "The Stand up for Steel Rally" in Washington D.C. In light of this, the Commissioners have taken up a collection, with each Commissioner donating their own funds to pay for a bus. The Belmont County Democratic Party has donated five hundred dollars (\$500.00), Jefferson County Commissioners have also donated their own money for this worthwhile project. This money is towards one bus to travel to Washington DC tomorrow. Commissioner Probst is going to Washington DC on our behalf. Commissioner Olexo has county business here and I have county business in Columbus." Commissioner Olexo stated, "We applaud your efforts." Mr. Saunders stated, "You find out who your friends are in a crisis. There are seventy buses going to Washington tomorrow. I thank you for your contributions. There are a few seats on the buses. They will leave at 4:00 AM from the local union hall. There are people down there working now. We have had calls from kids from schools. This valley stands up for steel. This town not only stands up for steel it puts up for steel."

IN THE MATTER OF DISCUSSION HELD

OPEN PUBLIC FORUM/ SENIOR CITIZEN ISSUES

Commissioner Thomas stated, "We will have an open public forum at this time and attempt to answer any questions - if we can, if we can't we will research the question and get back to you."

A resident in attendance at the meeting stated, "Why were Committee on Aging questions excluded from the open forum? That is why ninety percent of those in attendance are here." Commissioner Thomas stated, "That issue has been discussed for the last three months. Some media have reported it and some have not. Commissioner Olexo spent two hours and fifteen minutes presenting information that answered a lot of questions at Friday's Commissioners' Meeting, one newspaper reported it to date, others soon will. We will be happy to answer questions outside of the meeting. As far as taking time in the Commissioner's Meetings to answer these questions - all of the issues are being addressed and once we have additional answers, we will address the Committee on Aging."

The resident stated, "All we know is what we read in the paper." Commissioner Probst asked this gentleman if he had a question, to which the answer was no. Commissioner Thomas stated, "We would be more than happy to come to the Senior Centers and discuss this issue. No one has called us to address this issue." Commissioner Olexo reiterated this point and stated, "Would you like us to come? Please call us."

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IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 6:50 P.M.

Motion made by Mr. Thomas, seconded by Mr. Olexo to adjourn the meeting at 6:50 P.M.

Upon roll call the vote was as follows:

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

Read, approved and signed this 1st day of March, A.D., 2002.

_____ COUNTY COMMISSIONERS

We, Mark A. Thomas 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

