

St. Clairsville, Ohio

August 28, 2003

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas and Charles R. Probst, Commissioners and Darlene Pempek, Clerk of the Board. Absent: Ryan E. Olexo Commissioner. Minutes of the meeting of August 20, 2003, 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**

**"BILLS ALLOWED"**

**AS CERTIFIED IN THE AUDITOR'S OFFICE.**

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, 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.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
Stewart's RV Supply	New trailer/maintenance-General	1,950.00
McGhee & Co.	Supplies/Clerk of Courts-General	430.00
Crosby Oil Company	Gasoline/F. Thompson/Common Pleas Court-General	73.40
Media Recovery, Inc.	Supplies/Auditor-General	67.59
Vavra Law Offices	Misc. attorney fees-General	950.00
Paul B. Jefferis	Misc. attorney fees-General	1,040.01
Freda Masciarelli, Treasurer's Office	Reimburse mileage/Manatron seminar in Canton-General	64.80
Rita Beall	Reimburse mileage/seminar in Hilliard-General	166.47
Barbara A. Ryncarz	Typed transcript/Juvenile Court-General	187.50
Dell Marketing	New computer/Commissioner's-General	1,424.71
Eletronics Shop	Radios/Agriculture Society-General	10,752.00
SBC Ameritech	Misc. service-General	267.31
Manatron	Contract services/Auditor-General	7,032.55
Label Aid, Inc.	Seals for 2004/Auditor-General	252.00
Belmont Co. CSEA Admin Fund	34% reimbursement for July contract/Magistrate's-General	3,665.39
Tobias Stidd	Probation mileage-General	259.92
D-Carr Concrete	Box culvert-Engineer's Road & Bridges	14,880.00
G-Belmont County Tourism	September operating expenses-Lodging Excise Tax	16,000.00
N-Four Seasons Landscape & Lawn	Final payment for landscape services-Capital Improvement-PHC	5,187.50
Times Leader	SSD #2 Force Main-Sanitary Sewer	399.74
Times Leader	WWS#3 2000 Water Line Extension-Sanitary Sewer	175.50
P-American Electric Power	Misc. service/WW#1-Sanitary Sewer	209.21
American Water Works Association 153	O E Oper-Sanitary Sewer	130.00
S-West Group	Westlaw charges-Western Court Computer	354.82
Maximus, Inc.	Softwater/Eastern Court-Computer Fund	6,089.00
Maximus, Inc.	Hardware upgrade/Eastern Court-Computer Fund	27,015.47
Maximus, Inc.	Virus defense/Eastern Court-Computer Fund	1,564.51
Ramada Plaza Hotel	Rooms for conference-Northern Court Gen Spec Projects	59.00
Comcast	Cable/Clerk of Courts-Computer	122.99
Casnet	Film processing-Probate Court Computer	24.54
Stein-Palmer Printing	Business cards-Northern Court Gen Special Projects	44.00
McGhee & Company	Supplies-Eastern Court Gen Special Projects	23.06
Y-Health Assurance HMO	September premium-Insurance	61,679.29
Health Assurance PPO	September premium-Insurance	155,548.72
Health Plan	September premium-Insurance	112,315.17

**IN THE MATTER OF APPROVING**

**RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the Recapitulation of Vouchers for the various funds dated for 8/28/03 as follow:

<b>FUND</b>	<b>AMOUNT</b>
GENERAL	\$81,329.10, \$3,762.99
GENERAL/SHERIFF'S	\$5,767.00, \$495.39, \$9,322.57
GENERAL/9-1-1	\$1,317.80, \$458.67
GENERAL/MARTINS FERRY BUILDING	\$869.31
GENERAL/BETHESDA BUILDING	\$452.81
B-DOG KENNEL	\$130.39
C-PROBATE COURT INDIGENT GDNSHIP	\$718.18
H-BCDJFS/PA	\$2,514.25, \$200.00, \$10.05, \$86,393.35, \$16,481.95
LITTER CONTROL	\$243.55
K-ENGINEER'S MVGT	\$1,657.77, \$7,710.51
SANITARY SEWER WW#3 2000 WATERLINE EXT	\$36,520.83
SANITARY SEWER SSD#2 FORCE MAIN EXT.	\$91,285.25
P-SANITARY SEWER DISTRICT	\$4,142.41, \$12,029.33, \$424.23
EASTERN SATELLITE BUILDING	\$53.85
OAKVIEW ADMIN BUILDING	\$712.33
S-SHERIFF'S COMMISSARY	\$1,058.80
OAKVIEW JUVENILE REHAB DISTRICT	\$225.00, \$835.39
OAKVIEW AFTERCARE PROGRAM	\$193.00
T-SANITARY SEWER WSDGF	\$277.79
CERTIFICATE OF TITLE ADMIN	\$627.31
JOB TRAINING	\$2,155.95, \$4,301.05

**IN THE MATTER OF TRANSFER**

**WITHIN THE GENERAL FUND/SHERIFF'S DEPARTMENT**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfer within the General fund for the Sheriff's Department.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
A306-A03 Medical Expenses	A006-A03 Supplies	\$49.84

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF TRANSFER  
WITHIN FUND FOR THE RECORDER'S  
SUPPLEMENTAL EQUIPMENT FUND S78**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfer within the Recorder's Supplemental Equipment Fund S78 as follows:

FROM	TO	AMOUNT
S078-S06 Supplies	S078-S10 Salaries	\$1,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF TRANSFER WITHIN FUND  
FOR THE COMMON PLEAS COURT GEN SPEC PROJECTS FUND S89**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfer within fund for the Common Please Court General Special Projects Fund. S89

FROM	TO	AMOUNT
S089-S02 Guardian Ad Litem	S089-S07 PERS	\$600.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER  
WITHIN FUND FOR BBJD WHO I AM PROGRAM S37**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfer within fund for the Belmont Harrison Juvenile District Who I Am Fund S37.

FROM	TO	AMOUNT
S037-S07 Consultants	S037-S11 Activities	\$2,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF TRANSFER OF  
FUNDS FOR HOSPITALIZATION  
CHARGEBACKS-JULY AND AUGUST 2003**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following transfer of funds for Hospitalization Chargebacks for July and August, 2003.

From A406-F08 Disaster Services	to Y091-Y01	466.68
From A406-G09 Public Defender	to Y091-Y01	7,266.06
From A006-E11 Belmont County 911	to Y091-Y01	11,949.09
From A403-A09 Bd. of Elections	to Y091-Y01	6,099.42
From H050-H15 Litter Control	to Y091-Y01	2,333.28
From S033-S47 Dist.Det.Home	to Y091-Y01	17,345.41
From S078-S14 County Recorder	to Y091-Y01	0.00
From J000-J06 R.E. Assessment	to Y091-Y01	1,308.00
From W080-P07 Pros-Victim	to Y091-Y01	502.06
From S277-S02 Corrections Act	to Y091-Y01	1,166.64
From S094-S04 County Ct. Probation	to Y091-Y01	0.00
From W082-T07 DRETAC-Treas.	to Y091-Y01	0.00
From B100-B10 Dog & Kennel	to Y091-Y01	3,514.88
From B100-B10 D/K Aud. Clerk	to Y091-Y01	0.00
From L001-L13 Soil Conservation	to Y091-Y01	2,799.96
From H430-H14 Park Health Center	to Y091-Y01	97,883.98
From E101-E12 County Health	to Y091-Y01	10,747.07
From E201-E12 County Health	to Y091-Y01	0.00
From T078-T01 Rabies	to Y091-Y01	252.00
From T077-T01 IAP	to Y091-Y01	440.00
From T079-T01 Welcome Home	to Y091-Y01	188.00
From S049-S63 Mental Health	to Y091-Y01	1,633.32
From S066-S79 Mental Retardation	to Y091-Y01	91,902.72
From H300-H13 Human Services	to Y091-Y01	125,706.90
From H310-H08 Child Support	to Y091-Y01	9,712.99
From K200-K10 MVGT-K1	to Y091-Y01	1,255.38
From K200-K10 MVGT-K2	to Y091-Y01	4,529.46
From K200-K24 MVGT-K11	to Y091-Y01	32,815.58
From K200-K37 MVGT-K25	to Y091-Y01	12,325.90
From Y090-Y14 Water/Sewer	to Y091-Y01	21,754.26
From T075-T02 WIC	to Y091-Y01	2,300.44
From T075-T52 WIC	to Y091-Y01	0.00
From S079-S07 Clerk of Courts	to Y091-Y01	6,007.48
From S230-S66 Oakview Juv.Rehab.	to Y091-Y01	3,971.21
From S028-S03 Aftercare Program	to Y091-Y01	466.68
From S082-S14 Western Court	to Y091-Y01	0.00
From S083-S14 Northern Court	to Y091-Y01	1,255.38
From S084-S14 Eastern Court	to Y091-Y01	1,166.64

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

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

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following monthly transfer of funds dated for the month of August 2003 for the Belmont County Sanitary Sewer Department.

FROM	TO	AMOUNT
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	157.88
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	1051.00
P003-P20 LABOR	Y090-Y04 LABOR	0.00
P003-P21 MATERIALS	Y090-Y05 MATERIALS	8999.85
P003-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	43.01
P003-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	140.86
P003-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	.00
P003-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	49455.00
P003-P27 ADV & PRINTING	Y090-Y04 ADV & PRINTING	0.00
P003-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	37.42
P003-P29 PERS	Y090-Y12 PERS	2021.36
P003-P30 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P003-P31 OTHER EXPENSES	Y090-Y14 OTHER EXPENSES	3923.66
P003-P32 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	928.87
P003-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		66758.91
P005-P18 SUPPLIES	Y090-Y02 SUPPLIES	300.81
P005-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P005-P21 MATERIALS	Y090-Y05 MATERIALS	27024.88
P005-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	0.00
P005-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	33415.12
P005-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P005-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	1074.34
P005-P27 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P005-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	70.65
P005-P29 PERS	Y090-Y12 PERS	5832.22
P005-P30 WORKERS' COMP	Y090-Y13 WORKERS'COMP	0.00
P005-P31 OTHER EXP.	Y090-Y14 OTHER EXP.	11650.83
P005-P34 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	1,005,513.28
P005-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		1,084,882.13
P051-P02 SUPPLIES	Y090-Y02 SUPPLIES	5.60
P051-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P051-P05 MATERIALS	Y090-Y05 MATERIALS	464.89
P051-P06 CONTRACT REP.	Y090-Y06 CONTRACT REP.	18.37
P051-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	158.14
P051-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P051-P09 SEWAGE DIS.	Y090-Y08 SEWAGE DIS.	14445.27
P051-P11 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P051-P12 TRAVEL & EXP	Y090-Y11 TRAVEL & EXP	15.99
P051-P13 PERS	Y090-Y12 PERS	651.93
P051-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P051-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	2716.98
P051-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	0.00
P051-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		18477.17
P053-P02 SUPPLIES	Y090-Y02 SUPPLIES	3.01
P053-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
PO53-P05 MATERIALS	Y090-Y05 MATERIALS	3472.70
P053-P06 CONTRACT REP.	Y090-Y06 CONTRACT REPAIRS	7.42
P053-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	4400.78
P053-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P053-P09 SEWAGE DIS.	Y090-Y09 SEWAGE DIS.	19376.48
P053-P11 ADVER.&PRINTING	Y090-Y10 ADVER.&PRINTING	0.00
P053-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP	8.32
P053-P13 PERS	Y090-Y12 PERS	1812.16
P053-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P053-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	3728.83
P053-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	56.94
P053-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		32866.64
P055-P02 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P055-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P055-P05 MATERIALS	Y090-Y05 MATERIALS	30.87
P055-P06 CONTRACT REPAIRS	Y090-Y06 CONTRACT REPAIRS	425.00
P055-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	861.02
P055-P11 ADVER & PRINTING	Y090-Y07 ADVER & PRINTING	0.00
P055-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	2.62
P055-P13 PERS	Y090-Y12 PERS	163.57
P055-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P055-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	364.86
P055-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		1847.94
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	37.08

P056-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P056-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	141.95
P056-P16 TRANSFERS OUT	Y090-Y14 TRANSFERS OUT	0.00
P056-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		179.03

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER WITHIN FUND  
FOR THE BELMONT COUNTY GENERAL FUND**

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

FROM	TO	AMOUNT
A201-A11 Workers Comp	A015-A14 Attorney Fees	\$ 5,000.00
A201-A11 Workers Comp	A006-A12 Travel/Sheriff Dept.	\$ 5,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE GENERAL 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 August 13, 2003.

	Disaster Services	
A306-F08 Other Expenses	\$ 600.00	DONATIONS RECEIVED

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE D-00  
ROAD AND BRIDGE MONIES 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 August 28, 2003.

	D-00 ROAD AND BRIDGE FUND
D000-D05 Contract Projects	\$ 250,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE GENERAL 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 dates of April 23, 2003 and May 21, 2003.

	GENERAL FUND
A001-H01 Examination Fees	\$ 2,779.00
A402-F12 Coroner/Other Exp.	\$ 5,000.00
A015-A15 Transfers Out (Insurance Reimbursement to Western Court/Special Project Fund)	\$ 5,353.70

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE OAKVIEW  
JUVENILE REHABILITATION DISTRICT/AFTERCARE GRANT FUND S28  
AND OAKVIEW JUVENILE REHABILITATION FUND S30**

Motion made by Mr. Thomas, 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 August 20, 2003.

	OAKVIEW JUVENILE REHABILITATION DISTRICT AFTERCARE GRANT FUND S28
S028-S01 Salaries	\$2,400.00
S028-S02 PERS	600.00
S028-S03 Insurances	1,500.00
S028-S05 Medicare	500.00
TOTAL	\$5,000.00
	OAKVIEW JUVENILE REHABILITATION FUND S30
S030-S54 Food	\$25.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE BELMONT COUNTY SHERIFF OFFICE U10 RESERVE FUND**

Motion made by Mr. Thomas, 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 August 28, 2003.

	U010 Sheriff Office Reserve Fund
U010-U06 Other	\$40.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE BELMONT HARRISON JUVENILE DISTRICT S33 DISTRICT  
DETENTION HOME FUND**

Motion made by Mr. Thomas, 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 August 28, 2003.

**S033 District Detention Home Fund**

S033-S33 Salaries	\$9,637.56
S033-S44 PERS/STRS	1,000.00
S033-S47 Hospitalization	12,000.00
Total this appropriation	\$22,637.56

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND  
FAMILY SERVICES S17 CHILDREN SERVICES FUND**

Motion made by Mr. Thomas, 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 August 28, 2003.

**S017 Children Services Fund**

S017-S31 Other Expenses	\$100,244.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE BELMONT COUNTY PROSECUTING ATTORNEY'S  
W80 VICTIM WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Thomas, 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 August 28, 2003.

**W080 Victim Witness Assistance Program Fund**

W080-P01 Salaries	\$3,242.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION FOR  
COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Thomas, seconded by Mr. Probst granting permission for the following employees to travel:  
ENGINEER'S DEPT.-Don Pickenpaugh, Michael Wahl and John Parkinson to Annual Ohio GIS Conference & Trade Show, September 22-26, 2003 in Columbus, Ohio. Estimated Expenses: \$450.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

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

Motion made by Mr. Probst, seconded by Mr. Thomas to request the Belmont County Budget Commission certify the following monies.

**CDBG FUND: \$ 4,250.00** paid into T011-T04 on March 31, 2003

Program Income / Morrison 2438 / Palmer Ck # 5254

**GENERAL FUND: \$ 1,500.00** Repayment of cash advance to P90 Belmont County L.E.P.C. Fund - \$ 500.00 cash advance on September 12, 2002/ \$ 1,000.00 cash advance on January 4, 2001

**GENERAL FUND: Total of \$ 10,780.56**

\$ 10,780.56 paid in August 21, 2003 – Magistrate Common Pleas Court IV-D service contract July 2003

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING  
THEN AND NOW CERTIFICATE/AUDITOR'S**

Motion made by Mr. Thomas, seconded by Mr. Probst to execute payment of Then and Now Certification dated August 20, 2003 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF APPROVING MINUTES  
OF REGULAR BOARD OF COMMISSIONERS' MEETINGS**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the minutes of the Belmont County Commissioners regular meeting of August 6, 2003, August 13, 2003 and August 20, 2003.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes



**AGREEMENT**

This Agreement is dated as of the 28th day of August in the year 2003, by and between the **Belmont County Commission** hereinafter called Owner, and **The 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**

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

**CONTRACT NO. BELCO-03-1**

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  
EXIT 208/STATE ROUTE 149  
WASTEWATER COLLECTION SYSTEM**

**ARTICLE 2 - ENGINEER**

The Project has been designed by Vaughn, Coast & Vaughn, St. Clairsville, OH, 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 **120** 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, or designated part, 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 dollars (\$400.00) for each calendar day that expires after the time specified for Substantial Completion, in Paragraph 3.1 of this Agreement, until the Work, or designated part, 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:

\$Five hundred fifty-six thousand, nine hundred ninety-seven dollars.

Written

**\$ 556,997.00**

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 00500-6, inclusive.
- 8.2 Exhibits to this Agreement, pages - to -, inclusive.
- 8.3 Ohio Guaranty Bonds, identified as exhibit 00605.
- 8.4 Notice of Award and Notice to Proceed.
- 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  
EXIT 208/STATE ROUTE 149  
WASTEWATER COLLECTION SYSTEM**

- 8.8 Drawings, consisting of sheets numbered 1 thru 14 inclusive with each sheet bearing the following general title:

**EXIT 208/STATE ROUTE 149  
WASTEWATER COLLECTION SYSTEM**

- 8.9 Addenda Number 1, inclusive.  
8.10 Contractor's Bid, pages 00300-1 to 00300-8 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 repealed 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 August 28, 2003.

OWNER: Belmont County Commission  
BY: Charles R. Probst, Jr. /s/  
(Corporate Seal)

CONTRACTOR: The James White Construction Co.  
BY: \_\_\_\_\_  
(Corporate Seal)

ATTEST: Mae Whiteley /s/  
Address for giving notices:  
Belmont County Courthouse  
101 W. Main St.  
St. Clairsville, OH 43950

ATTEST: \_\_\_\_\_  
Address for giving notices:  
4156 Freedom Way  
Weirton, WV 26062

Telephone No. 304-748-8181  
FAX No. 304-748-8183  
License No. \_\_\_\_\_

Approved as to form:  
Robert Quirk /s/  
Belmont Co. Prosecutor

Agent for service of process:  
\_\_\_\_\_

Upon roll call the vote was as follows:

Mr. Thomas    Yes  
Mr. Probst    Yes

**IN THE MATTER OF APPROVING THE  
SIGNING AND SUBMITTAL OF THE 2004 RECYCLE, OHIO! GRANT  
APPLICATION/**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve and sign the application for funding in the total amount of \$55,214.00, on behalf of the Belmont County Recycling and Litter Program and submit to the Ohio Department of Natural Resources to acquire funds for a 2004 Recycle Ohio! Grant pursuant to Chapter 1502 of the Ohio Revised Code.

Upon roll call the vote was as follows:

Mr. Probst    Yes  
Mr. Thomas    Yes

**IN THE MATTER OF QUINN'S WAY ]  
(PRIVATE ROAD) ]  
WHEELING TOWNSHIP ]  
\_\_\_\_\_ ]**

**[Bel. Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date August 28, 2003**

Motion made by Mr. Thomas, seconded by Mr. Probst authorizing the Clerk of the Board to establish a date and time for the public hearing in regards to Quinns Way, Private Road, Wheeling Township and to proceed with the required notifications pursuant to Ohio Revised Code 711.05.

**NOTICE OF NEW SUB-DIVISION  
Revised Code Sec. 711.05**

To: Jeryl McGaffick, Clerk, Wheeling Township Trustees, 43121 Luray Drive, St. Clairsville, OH 43950

You are hereby notified that the 10th day of September 2003, at 11:00 o'clock A.M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Darlene Pempek /s/  
Clerk of the Board

Mail by certified return receipt requested.

cc: Wheeling Township Trustees

Upon roll call the vote was as follows:

Mr. Thomas    Yes  
Mr. Probst    Yes

**IN THE MATTER OF ADVERTISING FOR BIDS**  
**FOR PROJECT 03-4/RESURFACING VARIOUS COUNTY HIGHWAYS/ENGINEER'S**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the request from the Belmont County Engineer to advertise for bids for Project 03-4, resurfacing of various county highways and direct the Clerk of the Board to proceed with the required Notice to Bidders. *This project involves the resurfacing of approximately 4 miles of various county highways-Source of Funding is Permissive Sales Tax.*

**ADVERTISE FOR BIDS**

It appearing to the Board that it would be to the best interest of the Public to ask and receive bids for resurfacing various county highways for the Belmont County Engineer's Department, the Clerk is hereby directed to have published in the Martins Ferry Times Leader, a newspaper having general circulation in the County, a "Notice to Bidders" as follows:

**NOTICE TO BIDDERS**

**BELMONT COUNTY COMMISSIONERS' OFFICE**  
**ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **10:00 A.M.** (Local Time) Wednesday, **September 17, 2003** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following resurfacing Various County Highways known as **Project 03-4** then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. —OR—
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety: Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with the bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project must be completed by **May 1, 2004**.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972 and Governor's Executive Order 84-9 shall be required.

Bidders must comply with the prevailing wage rates on Public Improvements in Belmont, County Ohio as determined by the Ohio Department of Industrial Relations.

Said contract will be let to the lowest and best responsible bidder in accordance with the Attachment 1 "Bid Documents Belmont County Commission". The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

By order of the Board of Commissioners  
Of Belmont County, Ohio  
Darlene Pempek /s/

Darlene Pempek, Clerk of the Board

Times Leader Advertisement: Two (2) Tuesdays: Sept 2, 2003 and Sept 9, 2003

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ENTERING INTO ENTRY AND TESTING AGREEMENT**  
**WITH ALLTEL COMMUNICATIONS, INC. /BELMONT COUNTY 9-1-1**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into an Entry and Testing Agreement between the Belmont County Commissioners and Alltel Communications, Inc. concerning the property described as 56040 Saffell Church Road, Washington Township, Belmont County, Ohio.

*The purpose of this agreement is to allow Alltel the opportunity to determine the viability and feasibility of the 911 Tower site. Alltel will inspect the Site and/or locate temporarily communications equipment on the Site to conduct short term radio propagation tests..*

**ENTRY AND TESTING AGREEMENT**

This Entry and Testing Agreement ("Agreement") is made as of the 28th day of August, 2003, between Belmont County Commissioners ("Owner") and ALLTEL Communications, Inc. ("ALLTEL"), concerning the following described property: 56040 Saffell Church Rd., Washington Township, Belmont County, OH ("Site").

ALLTEL will license or lease the Site from Owner, pursuant to a Tower Attachment Communications Site SubLease Agreement, for the placement of a cellular tower and related equipment. In order for ALLTEL to determine the viability and feasibility of the Site, ALLTEL desires to enter upon and inspect the Site and/or to locate temporarily communications equipment on the Site to conduct short term radio propagation tests; and

As an accommodation to ALLTEL, Owner is willing to grant permission to ALLTEL, its employees, agents or contractors to enter onto the Site in order to conduct such investigations, under the terms and conditions stated herein. In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Owner grants to ALLTEL, its contractors, agents, employees and assigns a right of entry and license to enter upon the Site to conduct site preparation, including land surveys, utility surveys, install site utilities, soils testing and Environmental Analysis and perform surveys and radio propagation studies (the "Permitted Activities"). ALLTEL's entry rights are specifically limited to the Permitted Activities and to the Site and shall not include any other activities or any other portion of the real property surrounding the Site. ALLTEL shall be responsible for any and all costs related to the Permitted Activities, including installation, operation and removal of equipment on the Site. Any entry or activity on any Tower by ALLTEL shall be coordinated in advance with Owner and shall be subject to Owner's approval.

2. ALLTEL agrees to comply with all local, state and federal laws, rules and ordinances applicable to the Permitted Activities. ALLTEL further agrees to exercise due care in the performance of all Permitted Activities on the Site, and not to interfere with Owner's or any other party's activities on the Site.

3. ALLTEL agrees to indemnify and hold harmless OWNER, its employees, agents or contractors, from all claims, actions, damages, liability and expense, including without limitation attorneys' fees and costs, in connection with personal injury or property damage arising out of the acts or omissions of ALLTEL, its employees, agents or contractors upon the Property or any property surrounding the Property, including without limitation the Permitted Activities. This indemnification obligation shall survive the expiration or termination of this Agreement.

4. At Owner's request, ALLTEL agrees to provide a certificate of insurance evidencing any insurance coverage of ALLTEL or its contractors.

5. With respect to the Site, the term of this Agreement shall be from the Execution Date hereof until the Commencement Date of the proposed Land Lease Agreement provided, however, that OWNER may immediately terminate this Agreement in the event ALLTEL breaches any term of this Agreement.

6. In the event this Agreement expires or is terminated without the existence of a fully executed license for any Site, ALLTEL will immediately remove any and all of its equipment from any and all such Sites and restore such Sites to their condition existing immediately prior to ALLTEL's entry, reasonable wear and tear and damage not caused by ALLTEL excepted.

7. This Agreement constitutes the entire understanding between the parties with respect to the activities contemplated by this Agreement. ALL prior agreements or understandings, whether oral or written are superseded. This Agreement may be amended only by a written document duly executed by the parties. This Agreement is governed by the laws of the State of Ohio.

8. Owner warrants it has the full right, power and authority to execute this Agreement and that the person signing on behalf of owner is authorized to bind Owner under the conditions of this Agreement.

IN WITNESS WHEREOF, ALLTEL has executed this Agreement as of the day and first above written.

**"ALLTEL"**  
ALLTEL Communications, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Agreed this  
28th day of August, 2003

**"OWNER"**  
Belmont County Commissioners  
By: Mark A. Thomas /s/  
Title: Belmont County Commissioner  
By: Charles R. Probst, Jr. /s/  
Title: President, Belmont County Commissioner  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:  
Robert W. Quirk /s/  
Robert W. Quirk, Assistant Prosecutor  
Upon roll call the vote was as follows:

Mr. Thomas    Yes  
Mr. Probst     Yes

**UNDER DISCUSSION**

Commissioner Thomas explained, "This agreement is solely to allow Alltel to test the viability of that site, and not us to enter into an agreement. This tower is in southern Belmont County in Washington Township between Powhatan Point and Armstrong Mills-right along SR 148" Commissioner Probst stated, "The property where the tower sits has been sold to another person. There is a clause in the agreement that we are getting clarification on. The new property owner is asking for an increase in tower rental space." Commissioner Thomas stated, "There are legal issues as usual. The current lease agreement states something to the effect that the leasing of the tower space shall be for public purposes only. The lawyers have gotten involved, now the question is if the County leases the use of the tower to Alltel, does that defeat the language in the lease-because it is not technically being used for public purposes. I think possibly, the intent of the lease was that just the County use the tower. The problem is that tower was built with the intention of the allowing of leasing of space, if necessary. Especially down there in rural Belmont County where a tower such as that can provide invaluable communications, and again we will let the lawyers handle it." Commissioner Probst stated, "That was my concern, if we are going to allow Alltel to go on there, it is going to be an increase cost in rental on that property for that tower. I would be against putting that burden back on to the taxpayers, this Board and the 9-1-1 Board." Commissioner Thomas said, "What Commissioner Probst is alluding to is if the private property owner wants additional money, vis a vie the terms in the lease, we feel initially that the taxpayers should not absorb that cost. And if Alltel determines that it is feasible to use that tower, then maybe Alltel should consider paying that additional sum of money, if any, to the private property owner. That is the issue at hand."

**OHIO STATE AUDITOR BETTY MONTGOMERY**

Ms. Betty Montgomery, Ohio State Auditor, came before the Board to discuss the state of affairs in Belmont County. Ms. Montgomery stated she was attempting to visit all 88 counties in Ohio since taking office in mid-January of this year. She relayed to the Commissioners that by visiting each county she could, "for a period of time I have a snap shot of the state at a grass roots level...When you sit in Columbus you don't see this, I didn't want to get caught up in the concrete echo chamber that is Columbus." Ms. Montgomery continued by complimenting the counties and townships on doing an excellent job budgeting during the ongoing fiscal crisis and offered assistance from herself and her staff in this process. Commissioner Probst stated, "Currently we are holding our own at this point. We started making preparations two years ago, anticipating the cuts. If you look at our November election coming up, libraries are putting levies on. I really hate to see that because that passes the burden back on the taxpayers, again. I don't know how much more the taxpayers can take. Seems like everything that happens at the state level, naturally effects all the counties, but, it just passes through to the taxpayers. We are an older community here. The older citizens I can honestly say are suffering with their health care costs and prescriptions."

Commissioner Thomas stated, "We are running in the black. That is part and partial to good communication and good work amongst all of the elected officials, all of the department heads. We have tightened the strings, if you will. We've been real strong on that this year. No excess additional spending. We have taken a strong stance with all the elected officials and department heads that have not only requested additional items, but replacement vehicles, and things of that sort. I am reminded of two letters that went out last week saying no to the request for replacement vehicles. We have sent out three memos in the last eighteen months to our elected officials and department heads, the last one went out just about the time the biannual budget was passed, stating that we are financially strong. Our investment income is down approximately two million dollars, the cuts in the local government funds that we had, the downturn in the economy. We have a piggyback sales tax just like a lot of other counties in Ohio. This year, to date, in July we are holding our own, sales tax wise. It has been down over the last eighteen months, but it is holding its own which is a good sign. Our retail base is huge. We have a retail megopolis there. I don't want to solely point that out as being the only retail in the county, because we value the small business too that is all over the county."

Ms. Montgomery asked if there was a tri-state draw, to which Commissioner Thomas stated, "Yes we do have a tri-state regional draw. We are a retail sector of around a forty to fifty mile radius. Although there is some development going on across the river, we are trying to counter with continued development here. We attend a lot of meetings in Columbus, CCAO, and we are atypical in that we have not cut our budget. The 2003 budget had about a 3% increase. We are very fortunate and again it is due to the dedication of all the elected officials outside of this office. We are cognizant of what is going on, and we are tightening the strings, but all of our officials and department heads have heeded our warnings, if you will, about the budget and please restrain within your means. We are not sure about '04. 2004 may be a different story."

Ms. Montgomery questioned the Commissioners about the Justice System and 9-1-1 Center. Commissioner Thomas stated, "Again, we are atypical. We read what is going on and are actively involved in the CCAO, so the other Commissioners talk when we are in Columbus, so that is why we are real proud of that." Commissioner Probst stated, "We have taken the same approach as you have about getting out and meeting with the different counties, but on our level, we take that proactive approach with our mayors and our township trustees and our other elected officials. Getting out and finding out what their needs are and what we need to do here."



**IN THE MATTER OF EASTVIEW ESTATES]**  
**PHASE II**  
**WARREN TOWNSHIP**

**[Belmont. Co. Commissioners**  
**[Courthouse**  
**[St. Clairsville, Ohio 43950**  
**[Date August 28, 2003**

Motion made by Mr. Probst, seconded by Mr. Thomas authorizing the Clerk of the Board to establish a date and time for the public hearing in regards to East View Phase II, Warren Township and to proceed with the required notifications pursuant to Ohio Revised Code 711.05.

**NOTICE OF NEW SUB-DIVISION**  
**Revised Code Sec. 711.05**

To Nancy Detling, Clerk, Warren Township Trustees, 61881 Bailey Road, Barnesville, OH 43713.

You are hereby notified that the 10th day of September 2003, at 10:45 o'clock A.M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Darlene Pempek /s/  
Clerk of the Board

Mail by certified return receipt requested.

cc: Warren Township Trustees

Upon roll call the vote was as follows:

Mr. Probst      Yes  
Mr. Thomas     Yes

**IN THE MATTER OF CONSENT TO**  
**MINE WITHIN 100 FEET OF A PUBLIC ROAD**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the request to grant permission to Marietta Coal Company to conduct surface mining operations within 100 feet of the outside right of way line but no closer than 0 feet of the traveled portion of County Road 68, based upon the recommendation of Belmont County Engineer, Fred Bennett. (Application Permit number D-2149-3)

**OHIO DEPARTMENT OF NATURAL RESOURCES**  
**DIVISION OF MINES & RECLAMATION**  
**ATTACHMENT 9**

**(CONSENT TO MINE WITHIN 100 FEET OF A PUBLIC ROAD)**

Applicant's Name Marietta Coal Company

Application/Permit Number D-2149-3

This form, pursuant to Ohio Revised Code Sections 1513.073 and 4153.11 and rule 1501:13-3-04 of the Ohio Administrative Code, is to be completed if the applicant proposes to mine through or within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road and the applicant does not have valid existing rights. Where the proposed mining operation is to be conducted within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road, and the applicant does not have valid existing rights, then the applicant must obtain the necessary approval of the governmental authority with jurisdiction over the public road by completing this form and having it signed by the governmental authority.

A map showing the road or the portion thereof to which this consent to mine applies is attached and a description follows:

**COUNTY ROAD 68**

*Located in Section 15, Township 9, Range 5, Flushing Township, Belmont County, Ohio.*

*Beginning at the intersection of the Belmont/Harrison County line and county Road 68, thence from said place of beginning and following County Road 68 in a southerly direction for a distance of approximately 1100 feet to the point of terminus.*

The applicant proposes to conduct the following activities as part of the mining operation subject to the granting of this road permit.

X Spoil deposit

X topsoil storage

X equipment storage

X pond construction

X excavation or location of 80 foot highwall

X other (describe) Augering

Describe the measures to be used to ensure that the interests of the public and landowners are protected.

1. bond will be posted on the permitted area.
2. Earth barricades will be constructed where necessary, to prohibit entry or act as safety barriers.
3. Signs will be erected near the mine to provide information for the public.

**TO BE COMPLETED BY THE APPLICABLE ROAD AUTHORITY**

(within 30 days of completion of the public hearing):

The applicant has made public notice, at least two weeks prior to this hearing, a copy of which is attached, of his intent to obtain a road permit. An opportunity for interested parties to present testimony was provided at a hearing held on August 28, 2003 and based on testimony presented and on a review of this application, the public road authority finds that the interests of the public and affected landowners will be protected. Therefore, this road permit is granted effective August 28, 2003 and shall remain in effect until coal mining and reclamation operations are completed under the coal mining permit issued pursuant to this permit.

The applicant or permit transferee is hereby granted a road permit to conduct the above described activities in the following manner:

1. X Within one hundred (100) feet of the outside right-of-way line but no closer than 0 feet of the traveled portion of public road # County Road 68; or

Signed Mark A. Thomas /s/      Date 8/28/03

Title Belmont County Commissioner

Signed Charles R. Probst /s/      Date 8/28/03

Title: Belmont County Commissioner

Upon roll call the vote was as follows:

Mr. Thomas      Yes  
Mr. Probst        Yes

**UNDER DISCUSSION**

Mr. Tim Kinney, representative from Marietta Coal, explained Marietta's request to mine within 100 feet of the County Road 68. County Engineer Fred Bennett stated that if a road is mined within sixty feet, there is a need for topsoil and access to the road. Mr. Kinney stated there would be berming and dirt between the road and the mining process. Commissioner Probst asked if a gas line was involved in this area. Mr. Kinney stated that one was involved and that, "It is a transmission line, a big one, we are working with the gas company." Commissioner Probst asked about homes in the area. Mr. Kinney stated, "The closest home is the owner of the coal, the next closest home is owned by Consolidated Coal." Mr. Bennett informed the Board he was not opposed to this request. Commissioner Probst asked where they would be auguring. Mr. Kinney stated they would not be auguring under the road or outside the dash area of the enclosed maps.

**IN THE MATTER OF THE APPROPRIATION  
OF PROPERTY OWNED BY LARRY A. & ALEXA PARKER  
REQUESTING THAT THE PROSECUTING ATTORNEY  
FILE AN APPROPRIATION OF CASE AGAINST LARRY A. & ALEXA PARKER AND REQUESTING THE  
AUDITOR OF BELMONT COUNTY ISSUE A WARRANT FOR DEPOSIT WITH SAID CASE.**

Motion made by Mr. Thomas, seconded by Mr. Probst, adopting the following Resolution.

**RESOLUTION**

WHEREAS, it is necessary for the County of Belmont to appropriate approximately 1.087 acres of property owned by Larry A. & Alexa Parker of Goshen Township, Belmont County, and being described in Exhibit A attached hereto and made a part of thereof.

WHEREAS, the purpose of said appropriation is to acquire the above described property for installation and maintenance of a water line and water storage tank for the County of Belmont.

WHEREAS, the County of Belmont has been unable to negotiate the necessary parcel of land from Larry A. & Alexa Parker necessary for the construction of the water line and water storage tank.

WHEREAS, on behalf of the Sanitary Sewer District #3 and pursuant to Ohio Revised Code 6117.39.

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

1. The Prosecuting Attorney of Belmont County is hereby requested to file the necessary legal procedure in the Common Pleas Court of said County to appropriate from the property described in Exhibit "A".
2. That the Auditor of Belmont County is hereby requested to prepare a warrant payable to the Clerk of Courts of this County in the amount of twenty-two thousand dollars and zero cents (\$22,000.00) This said amount represents the amount of appraised compensation and damages due Larry A. & Alexa Parker and said warrant is to be deposited with the said Clerk of Courts simultaneously with the filing of the appropriation case as is set forth above.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION IN SUPPORT OF THE CITY OF ST. CLAIRSVILLE'S PROPOSED PROJECT  
AND APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION'S NATURAL RESOURCES ASSISTANCE COUNCIL'S  
CLEAN OHIO CONSERVATION FUND FOR GRANT FUNDS FOR THE ACQUIRING AND PRESERVATION OF PROPERTY  
ALONG THE NATIONAL ROAD BIKEWAY**

Motion made by Mr. Thomas, seconded by Mr. Probst to adopt the Resolution Supporting the City of St. Clairsville's proposed project and application to the Ohio Public Works Commission's Natural Resources Assistance Council's Clean Ohio Conservation fund, for grant funds for the acquiring and preservation of property along the National Road Bikeway.

**RESOLUTION**

WHEREAS, the Belmont County Commissioners support the City of St. Clairsville's goal to promote the beautification of the City through the enhancement of the National Road Bikeway; and

WHEREAS, the Commission supports the City's project and its search for alternative funding sources to help finance the costs involved with the acquiring of property and preservation of the Bikeway;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF BELMONT COUNTY COMMISSIONERS:

Section 1: That the Belmont County Commissioners support the City of St. Clairsville's grant application to the Ohio Public Works Commission's, Natural Resources Assistance Council's Clean Ohio Conservation Fund for grant funds to be used for the proposed project of property purchase and trailside preservation.

Section 2: That the purchase of land adjacent to the National Road Bikeway and its protection is a high priority project for the City and therefore the County, as the same will promote and enhance the public welfare of the citizens of Belmont County.

Section 3: That this resolution is necessary for the immediate preservation of the public health, safety and welfare of the residents of the County and that the new property will enhance the quality of life for those residents of the County.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF APPROVING PAYMENT OF APPLICATION NO. 13 FOR THE OAKVIEW JUVENILE  
REHABILITATION CENTER CONSTRUCTION PROJECT**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the payment of Application #13 for the Oakview Juvenile Rehabilitation District Construction Project based upon the recommendation of Danny Popp, DDP and Associates, Project Inspector.

- Colaianni Construction \$138,740.04
- Power City (c/o Contract Operations Planning, Inc.) \$ 33,177.00
- Davison Electric \$ 63,109.28

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF RESOLUTION  
BELMONT COUNTY COMMISSIONERS AND THE COMMUNITY IMPROVEMENT CORPORATION**

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

**Resolution**

WHEREAS, the Belmont County Commissioners are desirous of proceeding with the sale and disposition of certain real estate owned by Belmont County and situated in the Fox Commerce Industrial Park, and ;

WHEREAS, the Belmont County Commissioners are empowered under Ohio Revised Code Section 1724.10 to authorize the Community Improvement Corporation of Belmont County, to act as its agent for such purposes, and;

WHEREAS, the Commission hereby designates the Community Improvement Corporation of Belmont County, to act as its agent for the industrial, commercial, distribution and research development as set forth by this Resolution, and;

NOW THEREFORE BE IT RESOLVED, that the Board of Belmont County Commissioners do hereby authorize the Community Improvement Corporation to proceed with executing the necessary instruments, deeds and other documents conveying title necessary to accomplish such sale.

Upon roll call the vote was as follows:

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

**UNDER DISCUSSION**

Commissioner Thomas stated, "This is for the parcel in Fox Commerce Park. We are designating CIC to act as our real estate agent. This is similar to when the Board sold the Lancione Building."

**IN THE MATTER OF ADOPTING RESOLUTION**  
**AUTHORIZING THE PARTICIPATION IN ODOT COOPERATIVE PURCHASING PROGRAM**

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

**RESOLUTION**

**WHEREAS**, Section 5513.01 (B) provides the opportunity for Counties to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

**NOW, THEREFORE**, be it ordained by the Board of Belmont County Commissioners:

**Section 1.** That the Belmont County Engineer hereby requests authority in the name of the Board of Belmont County Commissioners to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01 (B).

**Section 2.** That the Belmont County Engineer is hereby authorized to agree in the name of the Board of Belmont County Commissioners to be bound by all terms and conditions as the Director of Transportation prescribes.

**Section 3.** That the Belmont County Engineer is hereby authorized to agree in the name of the Board of Belmont County Commissioners to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the Belmont County Commissioners participates, for items it receives pursuant to the contract.

**Section 4.** That the Board of Belmont County Commissioners agrees to hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in a contract pursuant to Ohio Revised Code Section 5513.01 (B). In Witness Whereof, the following have executed this instrument this 28<sup>th</sup> day of August 2003.

Upon roll call the vote was as follows:

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

**UNDER DISCUSSION**

Mr. Fred Bennett, Belmont County Engineer, stated, "This is for four dump trucks through the cooperative purchasing program. The cost is seventy-one thousand dollars each – total cost is two hundred, eighty-four thousand dollars. This is the first step, it doesn't bind us."

**IN THE MATTER OF APPROVING**  
**QUARTERLY FINANCIAL REPORT FORM FOR THE GENDER SPECIFIC PROGRAM/**  
**BELMONT HARRISON JUVENILE DISTRICT**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the signing and submittal of the Quarterly Financial Report Form for the Belmont Harrison Juvenile District Gender Specific Program in the amount of \$35,333.00, Subgrant No: 2002-JB-002-A224, Report Period Ending: 8/31/03.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING**  
**THE GRANT AWARD AND ACCEPTANCE FORM**  
**FOR THE PROSECUTOR'S VICTIM ASSISTANCE GRANT**

Motion made by Mr. Thomas, seconded by Mr. Probst to sign and submit the VOCA and SVAA Grant Award/Acceptance Form from the State of Ohio Crime Victims Assistance for State Grant No. 2004VAGENE034 and 2004SAGENE034, VOCA Award Year 1: \$38,910.00, SVAA Award \$2,545.00, Grant Period: October 1, 2003 through September 30, 2004.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 11:20 A.M.**

Motion made by Mr. Probst, seconded by Mr. Thomas to adjourn the meeting at 11:20 A.M.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

Read, approved and signed this 5th day of September A.D., 2003.

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\_\_\_\_\_ COUNTY COMMISSIONERS

Ryan E. Olexo, Absent

We, Charles R. Probst, Jr. 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