

St. Clairsville, Ohio

March 31, 2004

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst, and Ryan E. Olexo Commissioners and Darlene Pempek, Clerk of the Board. Absent: Mark A. Thomas, Commissioner. Minutes of the meeting of March 24, 2004 were read, approved and signed.

**MEETINGS ARE NOW BEING RECORDED**  
**ALL DISCUSSIONS ARE SUMMARIZED, FOR COMPLETE PROCEEDINGS**  
**PLEASE SEE CORRESPONDING TAPE FOR THIS MEETING DAY.**

**IN THE MATTER OF THE ALLOWANCE OF BILLS**  
**AS CERTIFIED IN THE AUDITOR'S OFFICE.**

**"BILLS ALLOWED"**

The following bills having been certified in the Auditor's office, on motion by Mr. Olexo, seconded by Mr. Probst, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
Ohio AFSCME Care Plan	Dental & Drug Coverage-General	\$333.00
Community Improvement Corporation	2 <sup>nd</sup> Quarter payment-General	30,000.00
Tobias Stidd	Probation mileage-General	208.50
Street Engineering & Surveying	Surveying services-General	9,382.50
Western Branch Diesel, Inc.	Generator repair/Bethesda Building-General	3,325.00
County Treasurers Assoc. of Ohio	Registration Fees/Treasurer-General	50.00
Belmont Co. CSEA Administrative Fund	Reimb 34% IV-D Contract/2 <sup>nd</sup> half Jan/Magistrate-General	928.82
Belmont Co. CSEA Administrative Fund	Reimb 34% IV-D Contract/Feb/Magistrate-General	1,643.29
Alltel	Cell phone/F. Thompson/Common Pleas Court-General	23.74
Charlene Baker, Clerk	Reimburse expenses/Eastern Division Court-General	35.00
William R. Logston, et al	Jury duty/Eastern Division Court-General	510.00
Elan Financial Services	Travel expenses-General	135.46
Kim Kemo	Reimburse mileage for conference in Columbus/Treasurer's-General	91.88
B-Things Remembered	1 Ohio Handicapped Assist. Dog Perm. Registration/Auditor's-Dog Kennel	20.42
G-Belmont County Tourism	April operating expenses-Lodging Excise Tax	20,000.00
H-EECO	EECO Conference & Dues-Litter Control	245.00
K-Elan Financial Service	Visa card-Engineer's MVGT	344.43
Fred F. Bennett, PE, PS	Reimburse expenses-Engineer's MVGT	88.50
P-Jones Porta-Jons	March rental-Eastern Satellite	55.00
P-American Electric Power	Service/WW#1-Sanitary Sewer District	383.24
S-Comcast	Internet/March 2004-Western Court Computer	155.00
West Group	Westlaw/Feb 04-Western Court Computer	334.10
Diane Day	Court Reporter fee for 3/22/04-Western Court Gen Special Projects	75.00
Health Plan	April premium-Insurance	115,279.47
Health Assurance HMO	April premium-Insurance	61,173.14
Health Assurance PPO	April premium-Insurance	153,063.62

**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 March 31, 2004 as follows:

<u>FUND</u>	<u>AMOUNT</u>
GENERAL	\$18,150.54, \$7,244.98
GENERAL/CORONER	\$8,733.08
GENERAL/SHERIFF'S	\$963.47, \$19,584.95
GENERAL/9-1-1	\$831.44
B-DOG KENNEL	\$826.69
C-PROBATE COURT	\$3,076.11
E-9-1-1	\$1,954.70
H-BCDJFS/PA	\$1,680.00, \$4,527.93
COUNTY HOME/PARK HEALTH	\$6,614.27
LITTER CONTROL	\$660.51
K-ENGINEER'S MVGT	\$15,119.02
P-OAKVIEW ADMIN BUILDING	\$662.05
SANITARY SEWER DISTRICT	\$2,652.00, \$281.23, \$492,776.61, \$81,406.33, \$16,899.97, \$19,428.96, \$2,994.36
S-DISTRICT DETENTION	\$4,320.40
CERTIFICATE OF TITLE ADMIN FUND	\$351.90
SHERIFF'S COMMISSARY	\$5,611.63
OAKVIEW JUVENILE REHAB DISTRICT	\$5,182.39
U-SHERIFF'S RESERVE	\$476.00

**BELMONT COUNTY GENERAL FUND**

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
A401-A11 Other Expenses	A001-A10 Professional Services	\$500.00

**MONTHLY TRANSFER OF FUNDS FOR BELMONT COUNTY SANITARY SEWER**

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	1,529.38
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	1,287.33
P003-P21 MATERIALS	Y090-Y05 MATERIALS	8,310.83
P003-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	28.98
P003-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	666.59
P003-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	49,428.42
P003-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	33.24
P003-P29 PERS	Y090-Y12 PERS	1,884.74
P003-P31 OTHER EXPENSES	Y090-Y14 OTHER EXPENSES	1,024.56
P003-P32 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	0.00

P003-P35	MEDICARE	Y090-Y18	MEDICARE	236.80
P005-P18	SUPPLIES	Y090-Y02	SUPPLIES	4,058.54
P005-P19	EQUIPMENT	Y090-Y03	EQUIPMENT	4,285.37
P005-P21	MATERIALS	Y090-Y05	MATERIALS	30,840.54
P005-P22	CONTRACT REP.	Y090-Y06	CONTRACT REP.	56.02
P005-P23	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	30,620.71
P005-P25	PURCHASED H2O	Y090-Y09	PURCHASED H2O	953.93
P005-P28	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	63.33
P005-P29	PERS	Y090-Y12	PERS	5,987.67
P005-P31	OTHER EXP.	Y090-Y14	OTHER EXP.	2,991.18
P005-P34	TRANSFERS-OUT	Y090-Y17	TRANSFERS-OUT	3,127.70
P005-P35	MEDICARE	Y090-Y18	MEDICARE	677.05
P051-P02	SUPPLIES	Y090-Y02	SUPPLIES	825.99
P051-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	188.94
P051-P05	MATERIALS	Y090-Y05	MATERIALS	1,610.30
P051-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	471.72
P051-P09	SEWAGE DIS.	Y090-Y08	SEWAGE DIS.	20,632.06
P051-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	14.02
P051-P13	PERS	Y090-Y12	PERS	1,015.93
P051-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	613.43
P051-P35	MEDICARE	Y090-Y18	MEDICARE	212.52
P053-P02	SUPPLIES	Y090-Y02	SUPPLIES	453.59
P053-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	4,707.73
P053-P05	MATERIALS	Y090-Y05	MATERIALS	1,780.32
P053-P06	CONTRACT REP.	Y090-Y06	CONTRACT REPAIRS	106.10
P053-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	6,630.36
P053-P09	SEWAGE DIS.	Y090-Y09	SEWAGE DIS.	27,675.28
P053-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	7.54
P053-P13	PERS	Y090-Y12	PERS	1,757.60
P053-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	1,040.09
P053-P35	MEDICARE	Y090-Y18	MEDICARE	209.67
P055-P02	SUPPLIES	Y090-Y02	SUPPLIES	200.00
P055-P05	MATERIALS	Y090-Y05	MATERIALS	143.49
P055-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	876.41
P055-P13	PERS	Y090-Y12	PERS	160.63
P055-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	82.16
P055-P35	MEDICARE	Y090-Y18	MEDICARE	30.80
P056-P02	SUPPLIES	Y090-Y02	SUPPLIES	180.00
P056-P13	PERS	Y090-Y12	PERS	32.27
P056-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	32.55
P056-P35	MEDICARE	Y090-Y18	MEDICARE	12.22

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

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

Motion made by Mr. Olexo, seconded by Mr. Probst granting permission for Samantha Carroll, Recycling & Litter Prevention Program Director, to travel to Deer Creek Lodge on April 2-4, 2004 to attend the EEOC Conference.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

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

Motion made by Mr. Probst, seconded by Mr. Olexo to execute payment of Then and Now Certifications dated March 17, 2004 and March 24, 2004 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. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF AUTHORIZING  
AUDITOR JOSEPH PAPPANO TO ESTABLISH A NEW FUND  
FOR THE BELMONT COUNTY BOARD OF ELECTIONS  
VOTER REGISTRATION SYSTEM GRANT FUND**

Motion made by Mr. Probst, seconded by Mr. Olexo authorizing Belmont County Auditor Joseph A Pappano to establish a new fund for the Belmont County Board of Elections entitled:

**VOTER REGISTRATION SYSTEM GRANT FUND**

Line items needed for revenues and expenses

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**

**PROPOSED HALFWAY HOUSE**

Present were residents from the Village of Morristown requesting information regarding the possibility of the proposed Halfway House being built on the county owned Mediterranean property. The sale of this property to the State of Ohio for the intended purpose of creating a half way house for prisoners was discussed, with the residents voicing their concerns. Also present was Patrick Lanaghan, Halfway House Program Coordinator, Crossroads Counseling.

The Commissioners assured the residents they would hold an informational meeting in the near future regarding this proposed project where the residents' questions could be answered. State representatives from the Ohio Department of Rehabilitation have committed to be in attendance. The Board also stated that each Commissioner had questions of their own they would like addressed by the State and Crossroads prior to signing a deed transfer. They further explained that this project has been ongoing for the last six years. The county has been working with the state to find a suitable location for the facility since 1999, when the State of Ohio accepted the grant submitted by Belmont County for this project. Judge Solovan has spearheaded the efforts to bring this facility to Belmont County.

Information had been circulated concerning the type of offenders to be housed at the facility with the residents being told that sex offenders would be among the inmates released into the proposed facility. Also, they believed the Commissioners were intentionally withholding information from the public until the deed was signed.

Both the Commissioners, as well as Mr. Lanaghan, informed the public that core sampling done by the state had not been returned and there have been no signatures guaranteeing a pending sale of this property. Also, Crossroads will have a say in the type of offenders that are housed in this facility. Crossroads is a drug and alcohol counseling agency and Mr. Lanaghan stated they intend to work with addicts and alcoholics who have moved up in the prison society by earning points for good behavior and willingness to change. Mr. Lanaghan stated, "hard core prisoners would not be eligible for this program."

The residents voiced their concerns as to the possibility of sexual offenders (such as rapists, and pedophiles) being placed in the facility. They also feel there are much better locations in the county, that this site is too remote and in the vicinity of interstate and local schools. They also stated the water and sewer lines are not adequate for a facility of that size and will need to be replaced at taxpayers' expense.

Mr. Lanaghan explained some of the benefits of having the facility in Belmont County included: thirty-five new jobs in the county, services would be provided that are needed, it would expand the electronic house arrest monitoring system in Belmont County. There are no facilities like this in Southeastern Ohio, it would give the judges sentencing alternatives, and it would actually increase public safety.

**DISCUSSION HELD/WWVA RADIO STATION**

David Demarest, local radio personality, stated, "For 77 years, WWVA has served the residents of the Upper Ohio Valley with the best in entertainment, talk, and news programming. With its booming 50-thousand-watt AM signal, it gives our valley a voice that's heard in 18 northeastern states and six Canadian provinces. That powerful signal carries deep into the valleys of Northern West Virginia, Southeastern Ohio, and Southwestern Pennsylvania, bringing vital information to people who may have access to no other media during an emergency. But now, Capstar TX, a subsidiary of Clear Channel Worldwide, has asked the Federal Communications Commission for permission to move this legendary station to Stow, Ohio, just north of Akron. The WWVA call letters will probably remain in Wheeling, but they will be attached to a much less powerful signal, covering a much smaller area at a thousand or five thousand watts. What makes WWVA so valuable to the region is not its call letters; it is the 50-thousand-watt signal. That signal allows messages from the Emergency Alert System to reach deep into the valleys of the Tri-State area. Formats change, programmers are hired and fired, corporate philosophies evolve, stations are bought and sold. If you don't like what's on now, just wait a few years. WWVA won't be the same station five, ten, or twenty-five years from now. What's important is that it remains the 50-thousand-watt voice of the Ohio Valley. If that voice does leave town, it will never come back. It cannot be replaced, either, because the FCC won't grant any more 50-thousand-watt AM licenses." Mr. Demarest asked the Board to send a resolution to Clear Channel, urging the company to leave the station *and its license* in Wheeling and to show its support by adopting a resolution urging the FCC to deny Capstar's application.

**DISCUSSION HELD**

Cliff Sligar, Director, Belmont County 9-1-1, stated he would be bringing an update of his department to the Board soon, and that he was working on finalizing the leasing of the Alledonia Tower.

Don Pickenpugh, Belmont County GIS, stated he was currently working in conjunction with 9-1-1 on having the house numbering completed in the Martins Ferry area. He stated the municipalities are now 85-90% complete.

**OPEN PUBLIC FORUM**

William Deleski, resident of the county, requested the Board look into the status of the sidewalk project from Blaine to Brookside. Mr. Deleski stated he had been in contact with Representatives Charlie Wilson and John Domenick concerning this matter. The Board informed him the project was set back to begin in 2007 by the Ohio Department of Transportation. The board will get an update from ODOT for Mr. Deleski.

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

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the minutes of the regular Board of Commissioners meetings for March 17, 2004 and March 24, 2004.

Upon roll call the vote was as follow:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF RESCHEDULING THE HEARING  
DATE FOR THE ANNEXING OF TERRITORY TO THE CITY OF ST. CLAIRSVILLE, OHIO**

Motion made by Mr. Olexo to reschedule the hearing for the petition presented by Attorney Harry White, Appointed Agent for Petitioner for Annexation to City of St. Clairsville, territory consisting of 95 acres more or less, situated in Richland Township Belmont County, Ohio pursuant to Ohio Revised Code 709.02.

The date of the hearing on said petition is hereby established for Wednesday, May 26, 2004 at 11:00 A.M. at the office of the Belmont County Commissioners in the Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio.

Mr. Probst seconded the motion.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCHEDULING  
COMMISSIONERS MAY EVENING MEETING**

Motion made by Mr. Olexo, seconded by Mr. Probst to change the Commissioners evening meeting scheduled for Wednesday, May 26, 2004 to a regular day meeting to commence at 9:00 A.M.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF AWARDING BID  
FOR THE EXIT 215 WASTEWATER COLLECTION SYSTEM/  
PROJECT BELCO-04-1/BCSSD**

Motion made by Mr. Olexo, seconded by Mr. Probst to award the bid for the Belmont County Sanitary Sewer District Project BELCO-04-1, Exit 215 Wastewater Collection System to the James White Construction Company, Weirton, WV in the amount of \$88,798.00 based upon the recommendation of Jeff Vaughn, Vaughn, Coast & Vaughn, Inc., Project Engineer and David Grum, Project Consultant.

**NOTICE OF AWARD**

To: The James White Construction Company  
4156 Freedom Way  
Weirton, WV 26062

Project Description: **Exit 215 Wastewater Collection System, Contract No. Belco-04-1**

The OWNER has considered the BID submitted by you on for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$88,798.00.

You are required by the Information for BIDDERS to execute the Agreement within **fifteen calendar days** from the date of this Notice to you.

If you fail to execute said Agreement within **fifteen days** from the date of this Notice, said OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 31st day of March, 2004.

Belmont County Commissioners

Owner

By: Ryan E. Olexo /s/

Charles R. Probst, Jr. /s/

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_,

on this \_\_\_ day of \_\_\_\_\_, 2004.

By:

Title:

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF ENTERING INTO AGREEMENT  
WITH THE JAMES WHITE CONSTRUCTION CO. FOR THE  
BELCO-04-1 EXIT 215 WASTEWATER COLLECTION SYSTEM PROJECT/BCSSD**

Motion made by Mr. Olexo, seconded by Mr. Probst to enter into a contract with the James White Construction Company, Weirton, WV, for Belmont County Sanitary Sewer District Project BELCO-04-1 Exit 215 Wastewater Collection System in the amount of \$88,798.00

*The work will be fully completed and ready for final payment in accordance with the general conditions of the contract within 90 days after the signing of the contract*

**AGREEMENT**

This Agreement is dated as of the 31st day of March in the year 2004, 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-04-1**

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 215 WASTEWATER COLLECTION SYSTEM**

**ARTICLE 2-ENGINEER**

The Project has been designated 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 **90** days after the date when the Contract Time commences to run.

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

**ARTICLE 4-CONTRACT PRICE**

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

\$ Eighty-eight thousand, seven hundred ninety-eight dollars

Written

\$ 88,798.00

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 215 WASTEWATER COLLECTION SYSTEM**

CONTRACT NO. Belco-04-18.8 Drawings, consisting of sheet numbered 1 thru 6 inclusive with each sheet bearing the following general title:

**EXIT 215 WASTEWATER COLLECTION SYSTEM**

8.9 Addenda Numbers 0, inclusive.

8.10 Contractor's Bid, pages 00300-1 to 00300-5, 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 March 31, 2004

OWNER: Belmont County Commission

CONTRACTOR: The James White Construction Co.

BY: Ryan E. Olexo /s/

Charles R. Probst Jr. /s/

(corporate seal)

ATTEST: Mae Whiteley /s/

Address for giving notices:

Belmont County Courthouse

101 W. Main Street

St. Clairsville, OH 43950

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

(corporate seal)

ATTEST: \_\_\_\_\_

Address for giving notices:

James White Construction Co.

4156 Freedom Way

Weirton, WV 26062

Telephone No. 304-748-8181

Fax 304-748-8183

License No. \_\_\_\_\_

Agent for service of process:

Approved as to form:

Robert Quirk /s/

Belmont County Prosecutor

Upon roll call the vote was as follows:

Mr. Olexo      Yes

Mr. Probst     Yes

**IN THE MATTER OF ACCEPTING CONDITIONS PROPOSED BY  
CITY OF ST. CLAIRSVILLE FOR COST SHARING IN THE  
PRELIMINARY INTERCHANGE JUSTIFICATION STUDY FOR MALL ROAD I-70**

Motion made by Mr. Probst, seconded by Mr. Olexo authorizing Board President Ryan E. Olexo to sign on behalf of the Belmont County Commissioners accepting the conditions proposed by the City of St. Clairsville to share equally in the cost of a preliminary Interchange Justification Study for Mall Road I-70.

*The City of St. Clairsville has entered into an agreement with Burgess & Niple for professional engineering services for the project. The study is to determine if an additional lane is required on the I-70 mainline to accommodate future interstate and locally generated traffic demand.*

*Total cost of the study is \$21,000.00- to be shared by four parties at a cost of \$5,250.00 each.*

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF AMENDING BELMONT COUNTY  
PERSONNEL POLICY TO INCLUDE A FIREARMS POLICY**

Motion made by Mr. Olexo, seconded by Mr. Probst to amend the Belmont County Personnel Policy to include a Firearms Policy effective April 7, 2004.

*This policy will assist the county in the implementation of the new concealed carry law that requires signs be posted in all county buildings informing the public that concealed handguns are prohibited effective April 8, 2004. The Firearm Policy will help ensure employee safety, public safety, and prudent risk management and provide counties a means to sanction employees who violate the CCW law.*

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**UNDER DISCUSSION**

Commissioner Olexo stated the Board was adopting this policy for the Personnel Policy, which informs the employees of Belmont County that they are not permitted to carry weapons into their place of employment at a building owned or leased by Belmont County.

**IN THE MATTER OF AUTHORIZING  
BCDJFS DIRECTOR TO PROCEED WITH ACTION  
IN A PERSONNEL MATTER**

Motion made by Mr. Probst, seconded by Mr. Olexo to authorize, as co-appointing authority for the Department of Job and Family Services, the BCDJFS Director to proceed with whatever action may be indicated in a personnel matter, in accordance with Ohio statute, the agency's personnel policy manual, and the bargaining unit agreement.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF THE VACATION  
OF A PORTION OF TOWNSHIP ROAD 110  
LOCATED IN WASHINGTON TOWNSHIP  
SEC 32, T5, R4/RD IMP 1082**

Public Road

Office of County Commissioners  
Belmont County, Ohio

**RESOLUTION – ORDER TO CLOSE ROAD**

Sec. 5563.01 R.C.

Mr. Olexo moved the adoption of the following Resolution:

WHEREAS, at least ten days have elapsed since the final order of the board in the matter of this improvement, and

WHEREAS, no person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, that it is hereby ordered that the proceedings be recorded as provided by law, and that said roads be vacated, as ordered heretofore, made on journal of the date of March 17, 2004, and a copy of this resolution be forwarded to the Washington Township Trustees.

Mr. Probst seconded the Resolution and the roll being called upon its adoption the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

Adopted the 31st day of March, 2004.

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

**IN THE MATTER OF THE VACATION  
OF PORTIONS OF A 30' AND 12' ALLEY  
IN DINSMORE'S ADDN. TO LAFFERTY  
UNION TOWNSHIP/RD IMP 1081**

Public Road

Office of County Commissioners  
Belmont County, Ohio

**RESOLUTION – ORDER TO CLOSE ROAD**

Sec. 5563.01 R.C.

Mr. Olexo moved the adoption of the following Resolution:

WHEREAS, at least ten days have elapsed since the final order of the board in the matter of this improvement, and

WHEREAS, no person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, that it is hereby ordered that the proceedings be recorded as provided by law, and that said roads be vacated, as ordered heretofore, made on journal of the date of March 17, 2004, and a copy of this resolution be forwarded to the Warren Township Trustees.

Mr. Probst seconded the Resolution and the roll being called upon its adoption the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

Adopted the 31st day of March, 2004.

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

**DISCUSSION HELD**

Tom Costine, Richland Township Trustee, asked the Board who had initiated and sent invitations to the press conference held Monday regarding the proposed 94 acre annexation to the City of St. Clairsville. The Board explained that the City of St. Clairsville had set up the meeting. Mr. Costine said the Trustees, although having worked diligently in partnership with the County and City in the past, had not been invited to the meeting. He wished to verbalize the Trustees' displeasure. Mr. Costine stated, "the Trustees would like to see the communication and partnership continue. We should be included in this project."

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 8:24 P.M.**

Motion made by Mr. Olexo, seconded by Mr. Probst to adjourn the meeting at 8:24 P.M.  
Upon roll call the vote was as follows:

Mr. Olexo      Yes  
Mr. Probst     Yes

Read, approved and signed this 7th day of April 2004 A.D.

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

Mark A. Thomas, absent \_\_\_\_\_

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

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK