

St. Clairsville, Ohio

January 26, 2005

EVENING MEETING HELD AT COURTHOUSE

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, Charles R. Probst, and Gordie W. Longshaw, Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of January 19, 2005, 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. 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>
Thomas, Fregiato, Myser, Attorneys	Title search service-General	1,952.50
ESRI Sales Inc.	Maintenance/GIS Projects-General	4,876.60
Bel. Co. Dept. of Job & Family Services	Jan/Feb Mandated payment-General	60,214.50
Mark Thomas	Reimburse travel expenses-General	190.00
BP Oil Company	Dec. gasoline expenses-General	962.98
Golden Stag Productions	dBase programming/GIS Projects-General	625.00
B-St. Clair Animal Hospital	Dec. vet expenses-Dog Kennel	1,930.50
K-Staples Credit Plan	Supplies-Engineer's MVGT	95.57
N-Georgia Carpet Brokers	Downpayment on carpet installation-PHC Capital Improvements	4,875.00
Power City Plumbing	General contractor-Oakview Juvenile Rehab New Construction	55,006.67
P-US Bank	Other Expense-Sanitary Sewer District	220.50
Eastern Ohio Regional Wastewater Authority	Sewage disposal-Sanitary Sewer District	60,924.83
Eastern Ohio Regional Wastewater Authority	Sewage disposal-Sanitary Sewer District	620.40
American Electric Power	Service-WW#1	475.77
Belmont County Sanitary Sewer	Service-WW#1	5,252.33
S-Belmont Senior Services	Jan 2005/3 rd billing-In Home Care Levy	42,297.88
Belmont Senior Services	Dec 2004/11 th billing-In Home Care Levy	16,107.25
SBC	Telephone-Clerk of Courts	37.09
Comcast	Internet-Clerk of Courts	207.46
West Group	West Law-Western Division Court	816.32
Maximus, Inc.	Support Services-Northern Court Computer	5,525.50
Maximus, Inc.	4 printers & travel-Northern Court Computer	1,249.88
Lexis-Nexis	2005 Traffic Code Edition-Western Court General Special Projects	19.80
Bank One Account	CDBG Funds	11,535.00
Bank One Account	CDBG Funds	1,850.00
Village of Bridgeport	Wilson Blacktop-License Tax	1,770.00
Village of Powhatan Point	Various invoices-License Tax	8,706.43

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

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the Recapitulation of Vouchers for the various funds dated for January 26, 2005 as follow:

<u>FUND</u>	<u>AMOUNT</u>
GENERAL	\$5,661.95, \$9,734.05, \$6,449.18, \$4,858.71
GENERAL/ATTORNEY FEES	\$4,534.85
GENERAL/BETHESDA BUILDING	\$3,791.81
GENERAL/EMA	\$2,329.40
GENERAL/SHERIFF'S	\$23,444.54, \$40,806.96, \$3,523.46, \$
C-INDIGENT GUARDIANSHIP	\$8,366.44
H-BCDJFS/WIA	\$54,704.66, \$1,536.00
BCDJFS/PA	\$1,821.51, \$1,622.44, \$9,534.00
BCDJFS/CHILDREN SERVICES	\$98,399.00
COUNTY HOME	\$3,808.66
LITTER CONTROL	\$4,279.34
K-ENGINEER'S MVGT	\$23,127.53, \$2,934.24
N-THOBURN CHURCH	\$363.90
P-OAKVIEW ADMIN BUILDING	\$8,139.46
SATELLITE/EASTERN	\$262.15
S-DISTRICT DETENTION HOME	\$6,189.10, \$10,312.02
BHJD WHO I AM PROGRAM	\$2,036.21
COMMUNITY CORRECTIONS ACT GRANT	\$188.37
PROBATE COURT COMPUTER	\$4,144.63
OAKVIEW JUVENILE REHAB	\$10,865.78
CLERK OF COURTS	\$2,041.35, \$898.46
WESTERN DIVISION COURT	\$736.70, \$6,418.50
NORTHERN DIVISION GEN SPECIAL PROJECTS	\$628.45
SHERIFF'S COMMISSARY	\$569.51, \$141.26
EASTERN DIVISION COURT	\$5,946.50
BJA CONGRESSIONAL MANDATED AWARD	\$4,708.55
SHERIFF'S RESERVE	\$2,593.00

IN THE MATTER OF APPROVING
TRANSFERS OF FUNDS FOR THE VARIOUS COUNTY DEPARTMENTS

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the transfer of funds for the various county departments as follows:

TRANSFER OF FUNDS BETWEEN THE FUNDS FOR BELMONT COUNTY

SOIL AND CONSERVATION L01 AND THE GENERAL FUND

Transfer of funds between the fund for the Belmont County General Fund and the L01 Soil Conservation Fund.		
FROM	TO	AMOUNT
A801-A11 Soil Conservation	L001-L08 Transfers In	\$140,831.00

TRANSFER OF FUNDS BETWEEN THE FUNDS FOR BELMONT COUNTY

SANITARY SEWER DISTRICT N18 SSD#2 FORCE

MAIN EXT CONST AND THE GENERAL FUND

Transfer of funds between the fund for the Belmont County General Fund and the N18 SSD #2 Force Main Ext Const Fund		
FROM	TO	AMOUNT
A015-A15 Transfers Out	N018-N05 Transfers In	\$24,786.90
BALANCE FROM N17 SSD #2 AVONDALE SEWER CONSTRUCTION FUND		

BELMONT COUNTY NORTHERN DIVISION COURT S86 GENERAL

SPECIAL PROJECTS FUND

FROM	TO	AMOUNT
S086-S07 Equipment	S086-S10 Transfers Out	\$ 2,000.00
S086-S06 Supplies	S086-S10 Transfers Out	\$ 7,000.00
S086-S08 Other Expenses	S086-S10 Transfers Out	\$ 5,247.49
TOTAL		\$ 14,247.49

BETWEEN THE FUNDS FOR BELMONT COUNTY

NORTHERN DIVISION COURT S86 GENERAL

SPECIAL PROJECTS FUND AND GENERAL FUND

FROM	TO	AMOUNT
S086-S10 Transfers Out	A245-A01 Transfers In	\$ 14,247.49

TRANSFER BETWEEN THE FUNDS FOR BELMONT COUNTY

WESTERN DIVISION COURT S88 GENERAL SPECIAL PROJECTS FUND AND GENERAL FUND

FROM	TO	AMOUNT
S088-S10 Transfers Out	A245-A01	\$ 14,247.49

TRANSFER WITHIN THE FUND FOR BELMONT COUNTY

WESTERN DIVISION COURT S88 GENERAL SPECIAL PROJECTS FUND

FROM	TO	AMOUNT
S088-S08 Other Expenses	S088-S10 Transfers Out	\$ 14,247.49

TRANSFER OF FUNDS -INSURANCE LINE ITEMS

TO INSURANCE HOLDING ACCOUNTS

FROM	TO	AMOUNT
A014-A06 Group & Liability	Y091-Y01 Holding Account	\$ 375,000.00
A014-A07 Employers Share Medicare	Y091-Y02 Holding Account	77,500.00
A014-A08 Waived Hospitalization	Y091-Y03 Holding Account	20,000.00
A014-A09 Employee Life Ins.	Y091-Y05 Holding Account	10,000.00

BELMONT COUNTY GENERAL FUND

COUNTY COURT PROBATION OFFICER

FROM	TO	AMOUNT
A002-H06 Other Expenses	A002-H01 Salary	\$1,070.00

BELMONT COUNTY GENERAL FUND

FROM	TO	AMOUNT
A001-A02 Salaries	A202-A09 Appellate Court District	\$ 18,744.00

BELMONT COUNTY GENERAL FUND

FROM	TO	AMOUNT
A001-A02 Salaries	A206-A03 Housing of Prisoners	\$ 97,582.15

HOUSING PRISONERS/NOVEMBER 2004/DECEMBER 2004

JEFFERSON COUNTY	\$ 29,840.91	NOVEMBER 2004	
WASHINGTON COUNTY	7,700.00	WASHINGTON COUNTY	\$ 12,155.00
VILLAGE OF BARNESVILLE	1,620.00	VILLAGE OF BARNESVILLE	60.00
CARROLL COUNTY	8,800.00	CARROLL COUNTY	4,950.00
TOTAL DECEMBER	\$ 47,960.91	JEFFERSON COUNTY	32,456.24
		TOTAL NOVEMBER	\$ 49,621.24

JUVENILE COURT CARE & CUSTODY C-CAP FUND M60

FROM	TO	AMOUNT
M060-M50 Holding	M060-M25 Salaries	\$2,235.48
M060-M50 Holding	M060-M60 Salaries-Rest.	979.40
M060-M50 Holding	M060-M71 Salaries-D.C.	128.89
M060-M50 Holding	M060-M26 PERS	605.82
M060-M50 Holding	M060-M61 PERS Rest.	265.42
M060-M50 Holding	M060-M72 PERS D.C.	34.93

MONTHLY TRANSFER OF FUNDS FOR

BELMONT COUNTY SANITARY SEWER/JANUARY 2005

FROM	TO	AMOUNT
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P003-P20 LABOR	Y090-Y04 LABOR	0.00
P003-P21 MATERIALS	Y090-Y05 MATERIALS	0.00
P003-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	0.00

January 26, 2005

P003-P23	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	0.00
P003-P24	CONTRACT PROJ.	Y090-Y08	CONTRACT PROJ.	.00
P003-P25	PURCHASED H2O	Y090-Y09	PURCHASED H2O	0.00
P003-P27	ADV & PRINTING	Y090-Y04	ADV & PRINTING	0.00
P003-P28	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	0.00
P003-P29	PERS	Y090-Y12	PERS	1,515.94
P003-P30	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P003-P31	OTHER EXPENSES	Y090-Y14	OTHER EXPENSES	0.00
P003-P32	TRANSFERS-OUT	Y090-Y17	TRANSFERS-OUT	0.00
P003-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				1,515.94
P005-P18	SUPPLIES	Y090-Y02	SUPPLIES	0.00
P005-P19	EQUIPMENT	Y090-Y03	EQUIPMENT	0.00
P005-P21	MATERIALS	Y090-Y05	MATERIALS	0.00
P005-P22	CONTRACT REP.	Y090-Y06	CONTRACT REP.	0.00
P005-P23	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	0.00
P005-P24	CONTRACT PROJ.	Y090-Y08	CONTRACT PROJ.	0.00
P005-P25	PURCHASED H2O	Y090-Y09	PURCHASED H2O	0.00
P005-P27	ADV & PRINTING	Y090-Y10	ADV & PRINTING	0.00
P005-P28	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	0.00
P005-P29	PERS	Y090-Y12	PERS	6,051.87
P005-P30	WORKERS' COMP	Y090-Y13	WORKERS'COMP	0.00
P005-P31	OTHER EXP.	Y090-Y14	OTHER EXP.	14.50
P005-P34	TRANSFERS-OUT	Y090-Y17	TRANSFERS-OUT	0.00
P005-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				6,066.37
P051-P02	SUPPLIES	Y090-Y02	SUPPLIES	0.00
P051-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	0.00
P051-P05	MATERIALS	Y090-Y05	MATERIALS	0.00
P051-P06	CONTRACT REP.	Y090-Y06	CONTRACT REP.	0.00
P051-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	0.00
P051-P08	CONTRACT PROJ	Y090-Y08	CONTRACT PROJ	0.00
P051-P09	SEWAGE DIS.	Y090-Y08	SEWAGE DIS.	24,126.23
P051-P11	ADV & PRINTING	Y090-Y10	ADV & PRINTING	0.00
P051-P12	TRAVEL & EXP	Y090-Y11	TRAVEL & EXP	0.00
P051-P13	PERS	Y090-Y12	PERS	750.49
P051-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P051-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	0.00
P051-P16	TRANSFERS OUT	Y090-Y17	TRANSFERS OUT	0.00
P051-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				24,876.72
P053-P02	SUPPLIES	Y090-Y02	SUPPLIES	0.00
P053-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	0.00
P053-P05	MATERIALS	Y090-Y05	MATERIALS	0.00
P053-P06	CONTRACT REP.	Y090-Y06	CONTRACT REPAIRS	0.00
P053-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	0.00
P053-P08	CONTRACT PROJ	Y090-Y08	CONTRACT PROJ	0.00
P053-P09	SEWAGE DIS.	Y090-Y09	SEWAGE DIS.	37,419.00
P053-P11	ADVER.&PRINTING	Y090-Y10	ADVER.&PRINTING	0.00
P053-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP	0.00
P053-P13	PERS	Y090-Y12	PERS	1,816.17
P053-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P053-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	206.00
P053-P16	TRANSFERS OUT	Y090-Y17	TRANSFERS OUT	0.00
P053-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				39,441.17
P055-P02	SUPPLIES	Y090-Y02	SUPPLIES	0.00
P055-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	0.00
P055-P05	MATERIALS	Y090-Y05	MATERIALS	0.00
P055-P06	CONTRACT REPAIRS	Y090-Y06	CONTRACT REPAIRS	0.00
P055-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	0.00
P055-P11	ADVER & PRINTING	Y090-Y07	ADVER & PRINTING	0.00
P055-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	0.00
P055-P13	PERS	Y090-Y12	PERS	122.27
P055-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P055-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	0.00
P055-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				122.27
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	24.92
P056-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P056-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	0.00
P056-P16	TRANSFERS OUT	Y090-Y14	TRANSFERS OUT	0.00
P056-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				24.92

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF CASH ADVANCE OF FUNDS
FOR THE VARIOUS JUVENILE COURT FUNDS**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following CASH ADVANCE of funds for the Juvenile Court as follows:

FROM	TO	AMOUNT
99 C-CAP	PLACEMENT SERVICES	
M055-M08 Transfers Out	M064-M08 Advances In	\$1,237.39
99 C-CAP	ALTERNATIVE SCHOOL	
M055-M08 Transfers Out	M067-M08 Advances In	2,917.11
99 C-CAP	TITLE II GRANT DRUG CT	
M055-M08 Transfers Out	M074-M08 Advances In	1,759.19
99 C-CAP	TITLE IV-E REIMB.	
M055-M08 Transfers Out	M078-M08 Advances In	992.31

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF REPAYMENT OF CASH ADVANCE
OF FUNDS FROM THE LITTER CONTROL & RECYCLING FUND H50
TO THE OHIO VALLEY RECYCLING FUND S39**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfer between funds to **REPAY CASH ADVANCE OF FUNDS** from the Litter Control & Recycling Fund H50 to the Ohio Valley Recycling Fund S39.

FROM	TO	AMOUNT
LITTER CONTROL & RECYCLING	OHIO VALLEY RECYCLING	
H050-H25 Advances Out	S039-V06 Advances In	\$10,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY 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 January 26, 2005

GENERAL FUND

A015-A15 Transfers Out \$24,786.90
(Balance from N17 SSD #2 Avondale Sewer Construction Fund)

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY 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 January 26, 2005

GENERAL FUND

MAGISTRATE	
A002-B27 Equipment	\$1,500.00
A002-B26 Supplies	180.00
A002-B30 Other Expenses	5,540.76
A002-B28 PERS	1,500.05
Total this appropriation	\$8,720.81

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY 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 January 26, 2005

GENERAL FUND

COUNTY COURT PROBATION OFFICER	
A002-H01 Salary	\$14,971.10
A002-H02 Workers Compensation	554.37
A002-H03 PERS	3,755.87
A002-H04 Medicare	401.92
A002-H05 Hospitalization	8,811.72
Total this appropriation	\$28,494.98

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Longshaw	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY B15 INDIGENT DRIVER ALCOHOL 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 January 04, 2005

B015 Indigent Driver Alcohol Fund

B015-B03 Contract Services (Enforcement/ Education) \$50,000.00

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Thomas Yes
 Mr. Longshaw Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE VARIOUS JUVENILE COURT FUNDS

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 January 26, 2005

M055 C-Cap Fund

M055-M09 Salaries \$5,329.00
 M055-M08 Transfers Out 10,500.00
 M055-M11 Medicare 500.00
 M055-M12 PERS 1,000.00
 M055-M16 Victims of Crime 1,071.00
 Total this appropriation \$18,400.00

M064 Placement Fund

M064-M01 Salaries \$890.16
 M064-M02 PERS 347.23
 Total this appropriation \$1,237.39

M067 Alternative School Fund

M067-M01 Salaries 2,295.13
 M067-M02 PERS 621.98
 Total this appropriation \$2,917.11

M074 Drug Court Title II Fund

M074-M01 Personnel \$1,759.19

M078 Title IV-E Reimbursement (Random Moments) Fund

M078-M08 Salaries \$992.31

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Thomas Yes
 Mr. Longshaw Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY EMERGENCY MANAGEMENT
AGENCY P93 STATE HOMELAND SECURITY GRANT 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 January 26, 2005

P093 State Homeland Security Grant Fund

P093-P05 Other Expense DOJ 03 Part I \$4,382.85
 P093-P06 Other Expense DOJ 03 Part II \$21,500.00
 P093-P06 Other Expense DOJ 03 Part II \$2,905.94
 P093-P07 Other Expense DOJ 04 \$20,675.80

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Thomas Yes
 Mr. Longshaw Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE OAKVIEW JUVENILE REHABILITATION DISTRICT S030 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 January 26, 2005

S030 OJRD First Set of Expenses Fund

S030-S01 Salaries \$50,000.00
 S030-S02 Contract Services 1,500.00
 S030-S03 Medical 5,000.00
 S030-S04 Food 7,152.04
 S030-S05 Supplies 15,000.00
 S030-S06 Motor Vehicle 5,000.00
 S030-S07 Travel 5,000.00
 S030-S08 Communications 10,000.00
 S030-S09 Utilities 20,000.00
 S030-S10 Maintenance and Repair 5,000.00
 S030-S12 Printing and Advertising 2,000.00
 S030-S14 Equipment 31,759.50
 S030-S15 Indirect 7,000.00
 S030-S16 PERS 10,000.00
 S030-S17 Education/ Recreation 5,000.00
 S130-S16 Workers Comp 1,000.00
 S230-S16 Hospitalization 17,500.00
 S430-S16 Medicare 3,000.00
 Total this appropriation \$200,911.54

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Thomas Yes
 Mr. Longshaw Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY SHERIFF OFFICE S000
JAIL COMMISSARY 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 January 26, 2005

S000 Jail Commissary Fund

S00-S01 Supplies \$4,512.66

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Thomas Yes
Mr. Longshaw Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE OHIO VALLEY RECYCLING FUND S39**

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 January 26, 2005.

S039-V02 Salaries \$5,000.00

S039-V05 Contract Services 5,000.00

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Thomas Yes
Mr. Longshaw Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY T11 CDBG 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 January 26, 2005

T011 CDBG Fund

T011-T03 CDBG Escrow Account \$11,535.00

T011-T01 Grants \$1,850.00

Total CDBG Appropriation \$13,385.00

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Thomas Yes
Mr. Longshaw Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT SHERIFF OFFICE U10 RESERVE 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 January 26, 2005

U010 Reserve Fund

U010-U06 Other Expense \$4,250.00

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Thomas Yes
Mr. Longshaw Yes

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

Motion made by Mr. Probst, seconded by Mr. Thomas to execute payment of Then and Now Certification dated January 12, 2005 and January 19, 2005 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. Thomas Yes
Mr. Longshaw Yes

**IN THE MATTER OF AUTHORIZING THE
FEDERAL ANNUAL CERTIFICATION REPORT/SHERIFF'S OFFICE**

Motion made by Mr. Probst, seconded by Mr. Longshaw authorizing Commission President Mark A. Thomas to sign and submit the Federal Annual Certification Report on behalf of the Belmont County Sheriff's Office for Agency Fiscal Year ending 12/31/04.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Longshaw Yes
Mr. Thomas Yes

OPEN PUBLIC FORUM

Mr. Howard Vickers asked the Board for assistance with problems that have developed regarding a waterline project near his residence. It was determined that the project was not a county project and Mr. Vickers was given the name and phone number of the engineer in charge of the project to contact for assistance.

Mr. Mike Bianconi stated he had three issues for the Board. The first was that he is in agreement with the Board's statements regarding the Cops-in-School program being beneficial. He stated he agrees the program is worthwhile, but the money has to come from somewhere and the county has done more than its share. The second was a request for the Board to publish all general fund expenditures in the local newspaper to keep the residents informed. The third was a request for the plan the county has for recent property purchases.

Commissioner Thomas said, "With regard to the purchase of the building on Newell Avenue...it is premature other than to say that we are going to, more than likely, house a county office that is currently renting space in that building. We have said that publicly, and that is just repeating. At this point, we are evaluating those options, recognizing that it has been 21 days since the purchase of that building, so it is a little premature to give you a final decision on what we are going to do. With regard to the church, yes, that is part of the bigger master plan and that is also currently being developed. Not only going to the elected officials and contacting them about developing space study needs themselves, in the next few years, in the next ten years, and what they envision in the next fifty years, because the long term plan is to develop within the domain of the county courthouse and its related properties, facilities that will serve this county for the next one hundred years if that could be done. So when you say, 'what are you going to do with it?' it is not an easily answered question because it would take, and it has taken, six,

nine months since we closed on the church, probably take another six months to even formulate some ideas to determine what is the best possible use of all the structures. There are no final plans. As we said before, we are open for suggestions. As you know better than a lot of people, when government formulates the future, it takes a lot longer than does private business. First off, you don't want to rush the decisions that you are making, because you are making them in a fiduciary capacity, as opposed to your own personal capacity. When you are dealing with the public's money, you take into a lot greater consideration what you are going to do, as opposed to, or maybe not, when you are making a personal decision with your own money. It is not our money. Our money is a small piece of the pie as we are taxpayers also. Those plans are being formulated. As you know, we got a grant of just under \$700,000.00 for the old jail. Because we got that grant, we are going to take a good, long, hard look as to whether or not that grant-it is a grant, not a loan-whether or not it is in the best interest of the tax payers to rehab that building. That money will probably be three quarters of the money necessary to rehab that and use it as county space. We have a storage facility spacing issue throughout the county, as you know, all that has to be tied in. What we have is in essence is fifty to seventy-five years of building issues that have been ongoing that need to be addressed. We have buildings such as the old County Home on SR331 that we had to abandon because they are not safe for our employees. In that regard the church, in its current state, is going to serve as a temporary facility for those offices. We have the St. Clairsville Senior Center facing the same health concern for our seniors. They are now over here and they couldn't be happier. That is the best answer that I can give as to where we are going. Yes, there is direction. Yes, there is planning. Yes, there is forethought. That is going to take quite a bit of time, and I don't think there is any one of us sitting up here that is going to rush it. What we are literally trying to do with the physical facilities issues we have today is to literally set the table for future generations. Our goal is to have facilities created, spending the money as wisely as we can, but also recognize we had two office holders in the last two days come in and say, 'Gentlemen, we are out of space.' Selling physical facilities to the taxpayers of any county is never easy. Unless you live in this job, you don't understand. Unfunded mandates come down from the State of Ohio; we have to comply. Government continues to grow, our population continues to decline, common sense- that doesn't make sense. We are bursting at the seams here, every single office holder in here. We've got to do something, and that is our intent. That is a very long answer to a series of questions."

6:30 AGENDA ITEM:

PUBLIC HEARING ON FLOOD DAMAGE REDUCTION REGULATIONS

This is the second of two public hearings being held pursuant to Ohio Revised Code Sections 307.37 and 307.39 before the Board can officially adopt the Flood Damage Reduction regulations.

Mr. Mickey Wallace, Belmont County Floodplain Coordinator said, "Basically for public knowledge, the difference being from the existing regulations to the new regulations: it is broken down more in layman's terms and it is interpreted. There are more sections to it. They actually took one section and broke it down into a lot of small ones to make it self-explanatory. One of the bigger changes is the freeboard and approximate A zones. A zones go from one foot above the base level of elevation to two feet, because we have a serious problem on our hands, some of the areas that are not studied by FEMA and just based on elevation of those areas, we have to take the lowest and highest adjacent grade plus the depth of water and add two feet. Reality, it is making it virtually impossible for some of these to be developed and along those guidelines, if we do development...." Mr. Wallace explained that he was "revamping" the development paperwork making it more user friendly as well as being able to gather all pertinent information needed. There are no real big changes on it, but it is going to bring us into compliance, and the Commissioners are going to make sure that every resident in this county is eligible to buy flood insurance, or who wants to buy flood insurance can do so." Commissioner Thomas said, "That really sums up this whole thing, with people asking what exactly is this. In that section of the code 307.37, it talks about a county with its flood regulations may include whatever regulations are necessary to allow our residents to participate in the National Flood Insurance program, which is a creature created about 31 years ago by the National Flood Insurance Act of '73 or something like that. You summed up the whole thing in a nutshell when you talked about why are we doing this. As we explained last week, over that kind of period of time, regulations change; we need to update and that is what we are doing." Mr. Wallace informed those present that the regulations may be obtained from the Commissioners Office.

OPEN PUBLIC FORUM

REVISITED

Mr. Bianconi again asked about the possibility of advertising the county budget in the newspaper. Commissioner Thomas said, "It is a very simple process for those who want that information to simply request those public records. No disrespect to the comment, because it is a good comment. Again, it gets back to weighing the cost of publicizing that versus the easy access of that information to anybody who wants it... Mr. Bianconi stated he was more interested in the breakdown of expenditures and revenues per month, totaled per year. Commissioner Thomas said, "As much as the taxpayers need to know this information, and you are one of the select few in this county who takes a sincere interest, not that people don't care. People do care. They care, they really do. However, they also care in a different respect because they elect their officials to do their job. When you punch that hole you are saying, 'I trust this person, regardless of the office. I trust this person to do the best job they possibly can.' My point is, I am not sure that the masses want to actually take the time in newspaper form or actually in a county format, whether in a hard bound book or a piece of paper, to take a look at the county expenses. That is not because they don't care. It comes down to a time factor. There is nothing wrong with your point."

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 12, 2005 and January 19, 2005.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Yes

IN THE MATTER OF APPOINTMENT TO THE FAIR HOUSING BOARD

Motion made by Mr. Thomas, seconded by Mr. Probst to appoint Mr. Owen Hoffman to the Belmont County Fair Housing Board, based upon the recommendation of Ms. Roberta Jenkins, Director, Belmont County Fair Housing and the Fair Housing Board. Mr. Hoffman will be filling the unexpired term of past Board President, Walter Worley. The three-year term will expire December 31, 2006.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

IN THE MATTER OF REAPPOINTMENT OF BELMONT COUNTY APIARY INSPECTOR

Motion made by Mr. Thomas, seconded by Mr. Probst to reappoint Mr. Robert Gillespie as Belmont County Apiary Inspector for the year 2005. Mr. Gillespie shall be compensated at a flat fee of seven hundred fifty dollars (\$750.00) for the year.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

**IN THE MATTER OF ADVERTISING
FOR BIDS FOR ONE (1) SMALL STATION WAGON
FOR BELMONT SENIOR SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to advertise for bids for one new transportation vehicle for Belmont Senior Services based upon the recommendation of Bruce Pickens, Executive Director, and the Belmont Senior Services Board of Trustees and hereby authorize the Clerk of the Board to establish the date and time for said Bid Opening and proceed with the required Notice to Bidders.

Note: The current vehicle used to transport seniors to doctor appointments, kidney dialysis and chemotherapy has over 190,000 miles and has required over \$2,000.00 in repairs in the last eleven months. BSS has found the smaller vehicles are more suitable for transporting the elderly with mobility problems.

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 **10:45 A.M.** (Local Time) **February 16, 2005** for furnishing One (1) – Small Station Wagon for Belmont Senior Services 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. Said contract will be let to the lowest and best responsible bidder. 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) Wednesdays: February 2 and February 9, 2005

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADVERTISING FOR BIDS
FOR THE BEL-SHAEFFER/CAMPBELL COVERED BRIDGE REHAB PROJECT/
BELMONT COUNTY ENGINEER'S**

Motion made by Mr. Thomas, seconded by Mr. Probst to advertise for bids for furnishing all labor materials and equipment to complete the project known as BEL-Shaeffer/ Campbell Covered Bridge Rehabilitation Project as requested by Fred Bennett, Belmont County Engineer and hereby authorize the Clerk of the Board to establish the date and time of said bid opening and proceed with the required Notice to Bidders.

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 **10:45 A.M.** (Local Time) **Wednesday, March 2, 2005** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as BEL-Shaeffer/ Campbell Covered Bridge Rehabilitation Project , 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 **July 31, 2005**.

All contractors and subcontractors involved with the project will, comply with the Attachment 2 entitled "Required Contract Provisions, Federal Aid Construction Contract." Bidders must comply with prevailing wage rates on Public Improvements in Belmont County, Ohio as determined by the Davis/ Bacon Act.

Said contract will be let to the lowest and best responsible bidder. The owner reserves the right to accept the lowest, responsive and responsible bid, per Section 9.312 of the Ohio Revised Code. If in the opinion of the owner, the acceptance of the lowest bid is not in the best interest of all concerned, the owner may accept another proposal so opened or reject all proposals and advertise for other bids. The owner reserves the right to waive any informalities.

The Board reserves the right to reject any and all bids.

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

Darlene Pempek Clerk of the Board

Times Leader Advertisement: Two (3) Mondays: January 31, February 7, February 14, 2005

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF ACCEPTING
PUBLIC ROAD PETITION FOR THE VACATION
OF A PORTION OF PEASE TOWNSHIP RD. 472
(SHORT CREEK)/ RD IMP 1091**

Motion made by Mr. Thomas, seconded by Mr. Probst to accept the following Public Road Petition for a vacation of a portion of Township Road 472 (Short Creek) located in Pease Township and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement 1091.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04**

Belmont County, Ohio

January 03, 2005

To the Honorable Board of County Commissioners of Belmont County, Ohio:

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacation of a portion of Pease Township Road 472 (Short Creek), a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

Beginning at a point on the common property line of a 10.0 acre tract owned by Pat Wesley (by Deed Volume 649 Pg 237) and a 105.214 acre tract owned by Jeffrey A & John W Schultz (by Deed Volume 792 Pg 329) said point also being the Pease Township Section lines of 3 T-7-3 & 33 T-4 R-2. Thence in an easterly and northeasterly direction to the Belmont and Jefferson County line. The area of vacation is located in Pease Township Section 33 T-4 R-2 Belmont County, Ohio and is encompassed within the property owned by Jeffrey A and John W Schultz. The length of the vacation is approximately 6,700 feet.

NAME OF PETITIONER

ADDRESS

Roger Weaver /s/

Pease Township Trustee

Robert Zilai /s/

Pease Township Trustee, 36 Orchard Dr., Martins Ferry

George Becca /s/

Pease Township Trustee, 649 Ivy Lane, Martins Ferry, OH

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

**IN THE MATTER OF THE VACATION
OF A PORTION OF PEASE TOWNSHIP RD. 472
(SHORT CREEK) PEASE TOWNSHIP/RD IMP 1091**

**Office of County Commissioners
Belmont County, Ohio**

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1091**

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate a portion of Pease Township Road 472 (Short Creek), a Public Road as described therein; therefore be it

RESOLVED, That the 16th day of February, 2005 at 1:30 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 2nd day of March 2005, at 11:00 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

Adopted January 26, 2005

Darlene Pempek /s/
Belmont County, Ohio

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.05
ROAD IMP. # 1091**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of a portion of Pease Township Road 472 (Short Creek), a public road, the general route and termini of which Road are as follows:

Beginning at a point on the common property line of a 10.0 acre tract owned by Pat Wesley (by Deed Volume 649 Pg 237) and a 105.214 acre tract owned by Jeffrey A & John W Schultz (by Deed Volume 792 Pg 329) said point also being the Pease Township Section lines of 3 T-7-3 & 33 T-4 R-2. Thence in an easterly and northeasterly direction to the Belmont and Jefferson County line. The area of vacation is located in Pease Township Section 33 T-4 R-2 Belmont County, Ohio and is encompassed within the property owned by Jeffrey A and John W Schultz. The length of the vacation is approximately 6,700 feet.

Said Board of County Commissioners has fixed the 16th day of February 2005, at 1:30 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 2nd day of March 2005, at 11:00 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

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

ADV. TIMES LEADER (2) Wednesdays-February 2 and February 9, 2004

**IN THE MATTER OF ENTERING INTO
AGREEMENT WITH THE VILLAGE OF BELMONT
ON BEHALF OF THE BELMONT COUNTY SANITARY SEWER DISTRICT #2**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into an agreement with the Village of Belmont on behalf of the Belmont County Sanitary Sewer District #2 whereby the District agrees to permit the Village to connect to the District's wastewater treatment line and the Village agrees to connect to the District's line for the purpose of transporting the Village's wastewater to the District's Fox Shannon Treatment Plant.

Note: The connection will occur at an agreed location immediately East of the Village along St. Rt. 149.

The Village is presently seeking financial assistance through governmental agencies for the construction of its wastewater project and will allow this agreement to be pledged as security to USDA, Rural Development, EPA or any other State or Federal funding organization.

**AGREEMENT
BELMONT COUNTY SANITARY SEWER DISTRICT
and
VILLAGE OF BELMONT**

THIS AGREEMENT made and entered into this 26th day of January, 2005, by and between the Belmont County Sanitary Sewer District #2, P.O. Box 457, St. Clairsville, Ohio 43950, a political sub-division of the State of Ohio, hereinafter referred to as the "District", and the Village of Belmont, P.O. Box 68, Belmont, Ohio 43718, a political sub-division of the State of Ohio, hereinafter referred to as the "Village".

WHEREAS, the District has a sewer force main sewer line and pump station south of I-70 and State Route 149, that connects to the District's treatment facility known as the Fox Shannon Wastewater Treatment Plant, located west of St. Clairsville, Ohio;

WHEREAS, the Village intends to design, construct, pay for, own, operate, maintain, and repair a wastewater collection system within the Village and will not generate sufficient volume of sewage to construct, operate and maintain an approved waste water treatment facility;

WHEREAS, it is the intent of the Village to connect its wastewater collection system to the District's sewer system and permit the treatment of Village waste water by the District;

WHEREAS, the Village is presently seeking financial assistance through governmental agencies for the construction of its wastewater project and will allow this agreement to be pledged as security to USDA, Rural Development, EPA or any other State or Federal funding organizations;

WHEREAS, upon the Village commencing construction of its wastewater collection system, the District will design and construct, at its expense, a pump station and force main which will be owned, operated, maintained and repaired by the District to transport the Village's waste water to the already established pump station and force main located on S. R. 149 South of I-70.

WHEREAS, the District and Village have a common interest in the environment and will not charge either entity a connection charge;

WHEREAS, the District and the Village have the same engineer that will locate each entities facilities including pump station, force main and collection system through mutual consent, thereby rendering the need for an agreement between the District and Village;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the District and the Village now agree as follows:

I.

The District agrees to permit the Village to connect to the District's wastewater treatment line and the Village agrees to connect to the District's line for the purpose of transporting the Village's wastewater to the District's Fox Shannon Treatment Plant located west of St. Clairsville, Ohio. The connection will occur at an agreed location immediately East of the Village along S.R. 149. The District will transport the Village's waste water through a sewer force main with appropriate pump stations to the Fox-Shannon treatment plant. The parties agree that they shall work in good faith so that all Facilities are substantially completed and available for use at the same time.

The District agrees that it shall reserve capacity for up to 55,000 gallons per day (gpd) (calculated on a monthly average basis) of sewer service to the Village. If and when the Village's anticipated use of the District's wastewater services is likely to exceed 55,000 gpd, it shall provide a one (1) year advance notice in writing to the District that an additional required capacity is needed by the Village, in order for the District to make any adjustments necessary at the wastewater treatment plant.

II.

The Village agrees to pay the District, pursuant to a Special Bulk Government users' rate to be determined based on an annual income and expense report of the District's expenses including the operation, maintenance and debt service plus a 10% surcharge. The income and expense report is generated annually and rates are established for the following year's Operating Budget. The annual income and expense report and the Operating Budget used to establish user rates will exclude increased capitalization of the system, other than those capital improvements necessary to serve the Village. The District will annually adjust the use charges to its customers, on a proportional basis, in accordance with the District's actual percentage increase. The rate per thousand (1,000) gallons for 2004 will be \$4.113/1,000 gallons and will be determined by the total amount of waste water transported throughout the district force main and treatment facility and expense incurred to operate and maintain the system every year thereafter. The Village will be charged based on the flow of wastewater through the District's master meter servicing the Village at the District's pump station.

A wastewater master meter will be approved by the District and purchased by the Village and, in turn, owned, operated, maintained and repaired by the District. The Village shall have the right to read, inspect and/or test the meter for accuracy at their expense at any time. A surcharge may be added by the District to treat unacceptable Village waste water according to District and Ohio EPA standards. The Village will be responsible to correct any unacceptable waste water generated within a reasonable time at its own expense.

III.

The District will not be responsible for any claims or damages for interruptions of service to the Village arising from causes beyond the District's control and the Village will not be responsible for any claim or damage for disruption of service arising from causes beyond the Village's control.

If interruption of service should happen to occur the district and Village shall proportionally share in the shortages that may develop in the treatment of all waste water.

IV.

This Agreement shall become effective immediately upon the execution hereof and embodies the entire agreement between the parties with waste water charges to the Village by the district being made when sewage flow begins from the Village based on a current annual income and expense report.

V.

This Agreement shall be subject to, conditioned upon, and construed in accordance with the rules and regulations that are laws of the State of Ohio applicable to similar Agreements and both parties shall collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith, with each entity responsible for payment of necessary fees based upon areas of responsibility.

This Agreement shall be binding and can be fully assignable by either party to any successors, heirs and/or assigns of each respective party.

VI.

This Agreement shall remain in effect upon the date the discharge from the Village is received and will remain in effect for a minimum of forty (40) years. Thereafter, this Agreement may be renewed or extended for such term as may be agreed upon by both parties.

The Village's collection system is being financed in part by the United States of America, acting through the USDA, Rural Development, Rural Utilities Service. Thus, this Agreement and any future modifications of it are conditioned upon the approval, in writing, of the State Director, Rural Development, Ohio, the District, and the Village.

Failure on the part of either party to this Agreement to faithfully discharge its obligations and responsibilities hereunder, either in whole or in material part, shall vest in the other party to the Agreement the right to terminate the same, effective sixty (60) days after written notice of such failure and the intent to terminate is filed by such party with the offending party; provided that the offending party shall have the right to correct the said failure to faithfully discharge its obligation and responsibility and, upon demonstration thereof, such notice of cancellation shall not be effective and this Agreement shall remain in full force and effect without prejudice to the rights of the parties, including but not limited to the rights of the parties to collect amounts due and owing to them under the terms of this Agreement prior to termination.

If the failure to perform obligations or responsibilities is other than the payment of money and is of such nature that it can be corrected but not within sixty (60) days, then such notice of cancellations shall not be effective and this Agreement shall remain in full force and effect without prejudice to the rights of the parties if corrective action is instituted within thirty (30) days and diligently pursued to its completion.

This Agreement shall be subject to termination by the mutual consent of both parties for good cause shown by either party. The district and/or Village can terminate the Agreement by notification of one (1) year to the other party plus any financial firm may give the same notification that may have an interest in the collection, force main or treatment facility of either party.

January 26, 2005

This Agreement is executed by the Board of Commissioners of Belmont County, Ohio, for and on behalf of the District, pursuant to a Resolution duly adopted at the meeting held on the 26th day of January, 2005, and is likewise executed by the Mayor of the Village of Belmont, for and on behalf of the Village, pursuant to a Resolution duly adopted at a meeting held on the _____ day of _____, 2005.

WITNESSES:

Darlene Pempek /s/
Mae Whiteley /s/

BELMONT COUNTY SANITARY SEWER
DISTRICT OF BELMONT COUNTY, OHIO
Mark A. Thomas /s/
Charles R. Probst, Jr. /s/
Gordie W. Longshaw /s/
Board of Commissioners of Belmont County, Ohio

WITNESSES:

VILLAGE OF BELMONT

Mayor

APPROVED AS TO FORM BY:

David Liberati /s/
Belmont County Prosecuting Attorney

State Director
USDA, Rural Development, Ohio

Solicitor for Village of Belmont

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

**IN THE MATTER OF ENTERING INTO
ENGINEERING AGREEMENT WITH VAUGHN, COAST & VAUGHN, INC.
FOR SEWAGE PUMP STATION AT THE VILLAGE OF BELMONT/
BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into an Engineering Agreement with Vaughn, Coast and Vaughn, Inc. on behalf of the Belmont County Sanitary Sewer District for the engineering services for the Sewer Pump Station and Force Main project from the Village of Belmont to Exit 208 Sewer Pump Station.

NOTE: Project consists of sewage pump station at the Village of Belmont – install a six inch force main from the pump station along Union Township Road 92 past Barkcamp State Park to the Exit 208 sewage pump station on State Route 149.

Engineer and Inspection fees are based upon FMHA Rural Development Construction recommendations.

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR ENGINEERING SERVICES**

This is an Agreement entered into this 26TH day of January, 2005, by and between the **Belmont County Commission** (OWNER) and **Vaughn, Coast & Vaughn, Inc.** (ENGINEER).

Whereas, OWNER intends to construct a Sewage Pump Station at the Village of Belmont and install a 6-inch force main from this pump station along Union Township Road 92 past Barkcamp State Park to the Exit 208 Sewage Pump Station on State Route 149 (*Sewer Project*), OWNER and ENGINEER hereby agree in respect to the performance of professional engineering services by ENGINEER and to the payment for these services by OWNER as established below:

ENGINEERING SERVICES

1. During the DESIGN, BIDDING, and CONTRACT ADMINISTRATION phases of the Project, ENGINEER shall provide the following services:
 - 1.1. Complete engineering design of Project in accordance with generally accepted professional standards.
 - 1.2. Prepare, for incorporation in the Contract Documents, final drawings and specifications of sufficient detail of scope, extent and character of work to be furnished and performed by Contractor(s).
 - 1.3. Prepare construction contracts, general conditions, bidding forms, invitations to bid and instruction to bidders (Bid Documents).
 - 1.4. Provide necessary copies of Bid Documents, Plans and Specifications to OWNER for record and for Ohio EPA review.
 - 1.5. Prepare and submit Ohio EPA Permit to Install (PTI) application. Make any necessary changes to obtain approval of PTI application.
 - 1.6. Provide additional copies of Bid Documents, Plans and Specifications for use of Bidders for a fee to be paid by Bidders.
 - 1.7. Review, tabulate and evaluate bids received and provide recommendation of award to OWNER.
 - 1.8. Prepare and provide Contract Documents for construction of the Project.
 - 1.9. Review shop drawings for conformity to intent of Contract Documents and take appropriate action.
 - 1.10. Issue interpretation and clarification of Contract Documents as necessary.
 - 1.11. Administer change orders.
 - 1.12. Review for accuracy construction contractor's periodic estimates for payment and provide recommendation of payment.
 - 1.13. Conduct a final inspection to provide a greater degree of assurance that construction is complete in general accordance with Contract Documents.
 - 1.14. Prepare and provide OWNER record drawings revised to reflect actual construction.
2. During the CONSTRUCTION phase of the Project, ENGINEER shall provide the following services:
 - 2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observation, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

The purpose of ENGINEER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken during construction, and to provide OWNER a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s).

ENGINEER shall not, during these visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have any control over Contractor(s)' work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of the construction selected by Contractor(s), for the safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor shall the ENGINEER assume any responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

COMPENSATION FOR ENGINEERING SERVICES

3. OWNER shall compensate ENGINEER for said services rendered as follows:
 - 3.1. For services rendered during DESIGN, BIDDING, and CONTRACT ADMINISTRATION phases of the Project, as described in paragraphs 1.1. through 1.14., a lump sum fee based upon a percentage of the construction cost per Table 1 of the attached Fee Curve Tables.
 - 3.2. For services rendered during the CONSTRUCTION phase of the Project, as described in paragraph 2.1., a lump sum fee based upon a percentage of the construction cost per Table 2 of the attached Fee Curve Tables.
 - 3.3. Times of Payments:
 - 3.3.1. ENGINEER shall submit monthly statements for services rendered based upon a percentage of completion of each phase of the project. OWNER shall promptly submit statements for funding reimbursement under the applicable funding program, if any. OWNER shall make prompt payment to ENGINEER for statements submitted.

OWNER RESPONSIBILITIES

- 4. OWNER shall be responsible for:
 - 4.1. Aerial photographic mapping and topographic surveys.
 - 4.2. The securing of all easements, land rights and permits necessary for the construction of the project.
 - 4.3. Arranging access to and making provision for ENGINEER to enter upon public and private lands as required for ENGINEER to perform services under this Agreement.
 - 4.4. Providing its own accounting and legal services as may be required for the Project.
 - 4.5. All applicable review fees including Ohio EPA Permit to Install fee.

SPECIAL PROVISIONS

- 5. Special Provisions:
 - 5.1. This Agreement, consisting of pages 1 through 5, constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.
 - 5.2. The Auditor shall execute the attached Auditor's Certificate stating that funds are available or are in the process of collection for the amounts outlined in paragraphs 3.1 and 3.2.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER: Belmont County Commission

ENGINEER: Vaughn, Coast & Vaughn, Inc.

By: Mark A. Thomas /s/
Commissioner

By: Jeffrey A. Vaughn /s/
Jeffrey A. Vaughn, P.E., Vice-Pres.

By: Charles R. Probst, Jr. /s/
Commissioner

By: Gordie W. Longshaw /s/
Commissioner

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF APPROVING
INVOICE NO. 02-479 FROM GREEN AND ASSOCIATES
RE: ENGINEERING SERVICES FOR NEFFS SANITARY SEWER PROJECT/
BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve and sign Invoice 02-479 in the amount of \$19,486.00 payable to Green and Associates for professional engineering services provided to Belmont County Sanitary Sewer District for the Neffs Sanitary Sewer Project, based upon the recommendation of David Grum, Project Consultant.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF ACCEPING PROPOSAL
FROM STREET ENGINEERING FOR SURVEYING/
EMERGENCY OPERATIONS CENTER EXPANSION PROJECT**

Motion made by Mr. Probst, seconded by Mr. Thomas to accept the following "not to exceed" proposal in the amount of \$2,500.00 submitted by William Street, Street Engineering & Surveying, 67660 Warnock-St. Clairsville Rd., St. Clairsville, Ohio 43950 for surveying of property located behind the 911 Building for the Emergency Operations Center expansion project:

RE: Survey Behind 911 Building

On August 6, 2005 I submitted a proposal to Larry Siebieda to provide a topographic survey and property survey for a 50'X100' tract located behind the present 911 building off of SR 331. Our Lump Sum Fee for the above described work was \$1500.

I spoke with Larry yesterday regarding the required survey which he will need. He indicated that the required survey area has expanded and additional utilities will need to be located since my original letter to him.

At this time I am not sure as to the amount of survey work which will be needed. Therefore, I would like to propose to you an not to exceed fee of \$2,500 for the survey work. I will charge you on an hourly rate, and the final billing will be based on the amount of time needed to accomplish the work. I would anticipate the fee will be less than the \$2,500 amount indicated above.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 7:50 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn the meeting at 7:50 P.M.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

Read, approved and signed this 2nd day of February A.D., 2005.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK