

St. Clairsville, Ohio

February 8, 2006

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst, Jr., Gordie W. Longshaw and Mark A. Thomas, Commissioners and Jayne Long, Assistant Clerk of the Board. Minutes of the meeting of February 1, 2006, 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 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. Longshaw, 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>
A-CDW-G, Inc.	Supplies/GIS Project/General Fund	202.99
ESRI Sales, Inc.	Registration Fee-GIS Projects/General Fund	1,170.00
Justice Inst. For the Legal Profession	Registration Fees for Judge Sargus/General Fund	995.00
Larry C. Patrick	Witness Fees/General Fund	19.20
U.S. Postal Service	Postage/General Fund	25,000.00
B-Wal Mart	Jan. supplies/Dog Kennel	35.82
K-Fred Bennett	Reimburse expenses/Engineer's MVGT Fund	237.54
M-Whitesides	Balance on new vehicle & ext. warranty-Juvenile Court	8,474.50
N-S S District #1	SSD#1 Capital Imp. Fund	7,670.80
McArthur Lumber & Post	Lumber/Road & Bridge Improv. Fund	19,739.20
P-Ace Disposal	Dec. & Jan. Service/Oakview Admn. Bldg. Fund	158.16
S-Belmont Senior Services	Feb. Operating Expenses/In Home Care Levy	215,919.07
Hughes Xerographic Equipment	2 Laser Jet Cartridges/Clerk of Courts Computer Fund	126.00
Lexis Nexis	Books/Western Div. Ct. Gen. Spec. Projects Fund	491.00
Purple Dingo	Internet Services/Juvenile Court Computer Fund	571.25
Pengad, Inc.	Courtroom Stickers/Western Div. Ct. Computer Fund	28.28
Shutek Court Reporting	Court reporter fees/Western Div. Ct. Gen. Spec. Projects	150.00
Technology Services	Internet Services/Eastern Court Gen. Spec. Projects Fund	270.00
T-Beth Andes, MS, PCC	Counseling Services/BJA-Congress Manadated Award	2,450.00
W-Times Leader	Legal Ads/Treasurer DRETAC	2,911.80

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the Recapitulation of Vouchers dated for February 8, 2006 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$12,614.92; \$1,736.42; \$13,994.75; \$2,409.88; \$1,837.40
GENERAL-EMA	\$1,158.14
GENERAL-Sheriff	\$5,000.00; \$2,542.98
B-Dog & Kennel	\$754.38
C-Probate Court Indigent Guardianship	\$1,572.19
H-Job & Family, CSEA	\$3,997.99; \$38,429.82
Job & Family, Children Services	\$24,071.76; \$18,112.67; \$64,503.00
Job & Family, Public Assistance	\$18,673.99; \$11,661.21; \$39,417.51; \$10,309.77; \$1,932.76
Job & Family, WIA	\$17,588.26; \$116,215.00; \$29,755.59; \$30,703.32; \$20,925.51; \$3,000.00
Litter Control and Recycling	\$926.86
J-Real Estate Assessment	\$55,652.39
K-Engineer's MVGT	\$34,686.44; \$3,691.25
N-SSD#2 Force Main	\$50,070.70
P-Belmont Co. Sanitary Sewer District	\$23,883.49
Belmont Co. Sanitary Sewer District-Y90	\$27,681.28; \$18,113.95; \$49,739.24; \$17,410.42; \$854.27; \$134,713.34; \$47,042.91
Oakview Admn. Bldg.	\$2,858.75
Satellite/Eastern	\$99.11
S-Clerk of Courts	\$1,599.40
District Detention Home	\$667.02; \$9,547.33
Oakview Juvenile Residential Center	\$12,606.45
Ohio Valley Recycling	\$591.16
Probate Court Computer	\$3,829.54
T-Sanitary Sewer- WSGDF	\$392.33; \$563.18
W-Victims Assistance	\$802.64

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM - None**

**IN THE MATTER OF CASH ADVANCE OF FUNDS  
FOR THE BELMONT COUNTY JUVENILE COURT**

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
CARE AND CUSTODY C-CAP	ALTERNATIVE SCHOOL	
M060-M52 Transfers Out	M067-M13 Advances In	\$2,315.52

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR  
VARIOUS JUVENILE COURT FUNDS**

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfer within fund for various Juvenile Court Funds.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>M055 C-CAP</b>		
M055-M16 Victims of Crime	M055-M12 PERS	297.50
<b>M060 CARE &amp; CUSTODY</b>		
M060-M50 Holding	M060-M26 PERS	630.90
M060-M50 Holding	M060-M62 PERS	276.41
M060-M50 Holding	M060-M72 PERS	35.32
M060-M50 Holding	M060-M25 Salaries (C-CAP)	2,302.55
M060-M50 Holding	M060-M60 Salaries (Rest)	1,008.78
M060-M50 Holding	M060-M71 Salaries (Drug Ct.)	128.89
M060-M50 Holding	M060-M52 Transfers Out	2,315.52

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REPAYMENT OF CASH ADVANCE OF FUNDS  
FOR THE BELMONT COUNTY JUVENILE COURT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following REPAYMENT OF CASH ADVANCE of funds for the Belmont County Juvenile Court as follows:

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
Supreme Court Family Drug Court	Title IV-E Reimb (Random Moments)	
M077-M08 Advances Out	M078-M10 Advances In	\$ 4,183.79

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND  
FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer within fund for the Belmont County Sanitary Sewer District.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>SSD#1</b>	<b>SSD#1</b>	
P051-P09 Sewage Disposal	P051-P07 Services	1,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S  
SHARE PERS/HOLDING ACCOUNT CHARGEBACK FOR JANUARY 2006**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of January 2006.

	<b>From:</b>	<b>To:</b>	<b>Total Due:</b>
<b>Gross Wages P/E 1/7/06 thru 1/21/06</b>			
General fund			
AUDITOR	A101-B09	Y095-Y01	<b>4,839.77</b>
AUD EMPL-PERS PROP	A101-B12	Y095-Y01	<b>358.26</b>
AUD EMPL-REAL PROP	A101-B17	Y095-Y01	<b>299.78</b>
CLERK OF COURTS	A102-E09	Y095-Y01	<b>2,922.41</b>
CO. CT. EMPL	A102-G09	Y095-Y01	<b>4,327.72</b>
CO. CT. PROBATION	A002-H03	Y095-Y01	<b>313.51</b>
COMMISSIONERS	A101-A11	Y095-Y01	<b>4,717.78</b>
COMM-LAW LIBRARY	A113-A04	Y095-Y01	<b>320.12</b>
COMM-DIS SERV	A106-F08	Y095-Y01	<b>1,173.22</b>

COMM-MAINT & OP	A104-B17	Y095-Y01	4,724.89
9-1-1 DEPT	A006-E08	Y095-Y01	5,330.82
COMM PLEAS CT EMPL	A102-B12	Y095-Y01	2,599.05
MAGISTRATE	A002-B28	Y095-Y01	1,527.91
ENGINEERS EMPL	A112-A08	Y095-Y01	3,274.05
PROBATE CT EMPL	A102-D13	Y095-Y01	2,042.37
PROBATE CT JUV EMPL	A102-C36	Y095-Y01	7,435.70
PROSECUTING ATTNY	A101-E10	Y095-Y01	5,004.81
RECORDER	A106-B09	Y095-Y01	2,845.25
SHERIFF EMP (PERS)	A106-A14	Y095-Y01	5,984.19
TREASURER	A101-C09	Y095-Y01	2,545.50
CORONER	A102-F12	Y095-Y01	689.82
SOLDIER'S RELIEF	A109-D08	Y095-Y01	1,315.74
PUBLIC DEFENDER	A106-G09	Y095-Y01	1,550.27
BD OF ELECT/EMPLY	A103-A09	Y095-Y01	2,463.68
BUDGET COMM	A101-F06	Y095-Y01	61.65
T. B. SAN	A108-B10	Y095-Y01	113.50

General Total			68,781.77
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C-Cap donated	M055-M12	Y095-Y01	297.50
Care and Custody-Restitution	M060-M61	Y095-Y01	276.41
Care and Custody-C-Cap	M060-M26	Y095-Y01	630.90
Care and Custody-Drug Court	M060-M72	Y095-Y01	35.32
Alternative School	M067-M02	Y095-Y01	634.45
Drug Court Title II	M074-M01	Y095-Y01	
Supreme Court-Drug Court	M077-M02	Y095-Y01	362.33
Title IV-E	M078-M02	Y095-Y01	1,076.89
Litter Control	H050-H10	Y095-Y01	668.03
Ohio Valley Recycling	S039-V10	Y095-Y01	164.40
DIST DET HOME	S033-S44	Y095-Y01	6,865.11
CO. RECORDER	S078-S11	Y095-Y01	76.72
R.E. ASSESSMENT	J000-J04	Y095-Y01	2,493.58
DRETAC-PROSECUTOR	W081-P05	Y095-Y01	422.59
PROS-VICTIM PROGRAM	W080-P05	Y095-Y01	552.16
CORRECTIONS ACT GRNT	S177-S02	Y095-Y01	483.54
WEST CRT-SPECIAL	S088-S02	Y095-Y01	139.60
NORTHRN CRT-SPECIAL	S086-S02	Y095-Y01	111.24
EASTERN CRT-SPECIAL	S087-S02	Y095-Y01	111.24
Common Pleas Crt-Special	S089-S07	Y095-Y01	105.08
Mediation Grant-Comm Pleas	S074-S02	Y095-Y01	753.02
DOG & KENNEL	B000-B08	Y095-Y01	1,071.97
LEPC	P090-P08	Y095-Y01	110.36
SOIL CONSERVATION	L001-L11	Y095-Y01	1,335.78
LODG EXC TAX	G050-G02	Y095-Y01	
PARK HEALTH CENTER	H130-H14	Y095-Y01	31,714.38
COUNTY HEALTH	E001-E10	Y095-Y01	3,486.37
Vital Statistics	F075-F02	Y095-Y01	158.77
Public Health Infrastructure	F076-F01	Y095-Y01	609.77
Family Planning	F077-F01	Y095-Y01	28.87
Tobacco Program	F078-F02	Y095-Y01	218.80
Women's Health	F079-F01	Y095-Y01	206.34
Food Service	G000-G06	Y095-Y01	450.43
Welcome Home	T079-T01	Y095-Y01	140.52
MENTAL HEALTH	S049-S60	Y095-Y01	2,534.71
MENTAL RETARDATION	S066-S76	Y095-Y01	32,580.97
ENGINEER K-1 & K-2	K000-K08	Y095-Y01	926.59
ENG EMP-MVGT K-11	K000-K21	Y095-Y01	11,828.07
ENG EMP-BRIDGE K-25	K000-K34	Y095-Y01	3,883.60
WATER/SEWER DEPT	Y090-Y12	Y095-Y01	11,610.73
WIC PROGRAM	T075-T02	Y095-Y01	1,772.15
CLRK CRTS-TITLE DEPT	S079-S06	Y095-Y01	2,733.05
OAKVIEW-JUVENILE	S030-S66	Y095-Y01	4,523.35
HUMAN SERVICES	H000-H12	Y095-Y01	56,549.35

BEL CO FLOOD DISASTER	H004-H02	Y095-Y01	<b>7,535.93</b>
C.S.E.A.	H010-H07	Y095-Y01	<b>5,535.39</b>

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**Grand Total** 266,588.13

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE GENERAL/GIS PROJECTS FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 8, 2006.  
A811-A11 GIS Projects \$30,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE BELMONT CO. FLOOD DISASTER 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 February 8, 2006.

H004-H04 Equipment \$ 100,000.00

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 WORKFORCE DEVELOPMENT FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 8, 2006.

H005-H05 Administration \$ 39,896.68

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. Thomas, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 8, 2006.

**M055 C-CAP Fund**

M055-M09 Salary	96.00
M055-M16 Victims of Crime	<u>2,896.40</u>
<b>TOTAL</b>	<b>2,992.40</b>

**M064 PLACEMENT FUND**

M064-M05 Placements	15,466.00
<b>TOTAL</b>	<b>15,466.00</b>

**M067 ALTERNATIVE SCHOOL**

M067-M01 Salaries	2,315.52
<b>TOTAL</b>	<b>2,315.52</b>

**M077 SUPREME COURT FAMILY DRUG COURT**

M077-M01 Salaries	3,950.10
M077-M02 Fringes	1,616.36
M077-M08 Advances out	<u>4,183.79</u>
<b>TOTAL</b>	<b>9,750.25</b>

**M078 TITLE IV-E REIMBURSEMENTS (RANDOM MOMENTS)**

M078-M01 Salaries	3,000.00
M078-M02 Fringes	<u>1,183.79</u>
<b>TOTAL</b>	<b>4,183.79</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE S17 BCDJFS-CHILDREN SERVICES FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 8, 2006.

**BCDJFS-CHILDREN SERVICES FUND S17**

S017-S31 Other Expenses \$98,399.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 8, 2006.

OHIO VALLEY RECYCLING FUND S39

S039-V02 Salaries	\$8,500.00
S039-V05 Contract Services	2,000.00
S039-V07 Travel	3,875.00
S039-V10 PERS	1,000.00
S039-V12 Medicare	2,000.00
S039-V15 Hospitalization	4,000.00
TOTAL	\$21,375.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE PROSECUTOR'S VICTIM ASSISTANCE FUND W80**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 8, 2006.

PROSECUTOR'S VICTIM ASSISTANCE FUND W80

W080-P01 Salaries	\$255.00
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Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	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 February 1, 2006, 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 GRANTING PERMISSION  
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Thomas, seconded by Mr. Probst to grant permission for county employees to travel as follows:  
BCDJFS: Various employees to trainings and conferences in 2006.  
AUDITOR: Debbie Meloy to Belmont Technical College on March 15, 2006 to attend OPERS Seminar. Estimate expenses: \$ 25.00.  
Debbie Meloy and Sheila Turner to Cambridge, OH for meeting about Service Credit & Disability Retirement/Retirement Contribution Reporting. Estimated expenses: \$100.00.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT  
WITH KUCERA INTERNATIONAL, INC./ENGINEER GIS DEPT.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into contract with Kucera International Incorporated, in the amount not to exceed \$140,000.00, for the provision of professional surveying and mapping services in connection with the 2006 Aerial Mapping Project for the Belmont County GIS department; the project includes updating aerial orthophotography, building outlines and road centerlines for the Belmont County GIS department.

**CONTRACT AGREEMENT  
KUCERA INTERNATIONAL INCORPORATED  
AERIAL PHOTOGRAPHY - DIGITAL PHOTOGRAMMETRY - GIS SERVICES**

<b>MAIN OFFICE:</b>	<b>38133 Western Parkway</b>	<b>Willoughby, Ohio 44094</b>	<b>440) 975-4230</b>
<b>BRANCH OFFICES:</b>	<b>300 South Jackson Street</b>	<b>Denver, Colorado 80290</b>	<b>303) 456-1820</b>
	<b>889 Grove City Road</b>	<b>Grove City, Ohio 43123</b>	<b>614) 539-3925</b>
	<b>215 South Florida Ave.</b>	<b>Lakeland, Florida 33803</b>	<b>941) 686-8640</b>
	<b>121 Boyce Road, #3100</b>	<b>Pittsburgh, Pennsylvania 15241</b>	<b>724) 942-2881</b>

This Agreement is made this 8<sup>th</sup> day of February, 2006, between Belmont County, Ohio, a body politic, 101 W. Main Street Courthouse, St. Clairsville, OH 43950, hereinafter referred to as the "County," and Kucera International Inc., an Ohio corporation, 38133 Western Parkway, Willoughby, OH 44094, hereinafter referred to as the "Consultant."

**WHEREAS**, the Consultant desires to render those services as described in Section 1: Scope of Services;

**NOW, THEREFORE**, the County and the Consultant in consideration of the mutual covenants contained herein agree as follows:

**SECTION 1: SCOPE OF SERVICES**

The Consultant will provide to the County new (2006) color and infrared digital aerial photography, color digital orthophotography, updated structure footprint and road centerline mapping, and associated services (e.g. aerotriangulation, DEM updating) as described in the County's scope of services statement and the Consultant's January 25, 2006 presentation to the County attached hereto as Exhibits "A" and "B", respectively.

**SECTION 2: DEFINITION OF TERMS**

A. **Contract Officer** - shall refer to the duly designated County official charged with general administration and coordination of matters related to this agreement on behalf of the County.

- B. **Project Coordinator(s)** - shall refer to the County's or Contract Officer's designated person or persons responsible for coordinating all aspects of work to be performed with the Consultant's assigned Project Manager. Such coordination shall include, but not be limited to, the review and acceptance of any hardcopy and computer digital file samples submitted by the Consultant.
- C. **Project Manager** - shall refer to the person assigned by the Consultant to oversee the Consultant's work, coordinate with the County, and periodically report the status of the work to the Contract Officer or the County's Project Coordinator.
- D. **Project Area** - shall refer to that portion of the County for which the Consultant shall perform the service outlined in this agreement during a designated period of time, i.e., months, calendar year, fiscal year, etc.
- E. **Work/Deliverables** - shall refer to all photography, LiDAR DEM data, color digital orthophotography, documents, services, and byproducts of such services of whatever kind and nature purchased by the County under this agreement and as described herein.
- F. **Delivery** - shall mean the receipt in good order and condition, by the County Contract Officer or Project Coordinator(s), of all deliverables purchased by County from Consultant under this agreement.
- G. **Acceptance** - shall refer to the County's written or verbal acknowledgment of its approval in adequacy, accuracy, and quality of deliverables submitted by Consultant, following the County's successful review of deliverables.
- H. **Digital Aerial Photography** - shall refer to the acquisition of aerial imagery in direct digital form using a latest generation, continuous push broom scan type digital aerial camera system (e.g., Leica ADS40).
- I. **AGPS/IMU and Aerotriangulation** - shall refer to processes used for relating/georeferencing of the project aerial imagery to the project horizontal and vertical map datums. AGPS/IMU is global positioning and inertial measuring technology integrated with the aerial camera. Aerotriangulation is a process of associating AGPS/IMU and ground surveyed coordinate/elevation datum measurements with points selected in the aerial imagery to establish the aerial camera orientation and resultant geometric properties of the imagery.
- J. **Digital Terrain Model (DTM)** - shall refer to the County's existing terrain point data including the "mass point" grid, spot elevations, and breaklines representing elevated features and breaks in grade. The DTM will be photogrammetrically updated and used for the project ortho-image rectification.
- K. **Softcopy Stereocompilation** - shall refer to the technology/process used to update the County's existing structure footprint and road centerline mapping - involving viewing the mapping in stereo on top of the newly acquired (2006) aerial imagery and making changes as needed for current feature representation. Softcopy Stereocompilation will also be used to update the County's existing DTM as needed to support the new ortho image rectification.
- L. **Digital Orthophotography** - shall refer to digital aerial photography that has been georeferenced and differentially rectified/reprojected to produce imagery with a specified horizontal/geometric accuracy for all represented ground based features.

**SECTION 3: RESPONSIBILITIES OF THE COUNTY**

The County shall be responsible for providing the following services to the Consultant:

- A. The County shall assign a Project Coordinator(s) with the authority to review and approve materials and deliverables submitted by the Consultant to act as liaison between the County and Consultant.
- B. The County shall within sixty (60) days of receipt to review any samples or deliverables and approve or comment on same.
- C. The County shall within seven (7) working days after written notice is received from Consultant answer or address any unforeseen questions that may arise during the course of the work to be performed by Consultant.
- D. The County shall provide targeted ground control and any source materials (e.g., existing vector mapping, DEM/DTM data, etc.) it may have to the Consultant which Consultant requires in order to perform the services hereunder.
- E. The County at its expense shall pay for the shipment of any materials to the Consultant.

**SECTION 4: RESPONSIBILITIES OF THE CONSULTANT**

- A. The status of the Consultant under this Agreement with respect to the services to be performed by the Consultant hereunder shall be that of independent contractor. Further, nothing herein shall be construed to create an employer/employee relationship between the County and the Consultant or any other subconsultant hired by the Consultant.
- B. The Consultant agrees to perform in a professional manner all of the services outlined in Section 1: Scope of Services and to complete the work in a timely fashion in accordance with Section 5: Time of Completion
- C. The Consultant agrees that no changes shall be made in the services outlined in Section 1: Scope of Services except as noted in this agreement without the express written prior consent and agreement of the County and the Consultant.
- D. The County shall not be responsible for the technical adequacy and accuracy of the Consultant's work. No action by the County in its review, approval and/or acceptance or by any payment made hereunder shall be construed as a waiver of the technical adequacy and accuracy of the Consultant's work. The Consultant shall be responsible for the technical adequacy and accuracy of the work.
- E. The Consultant shall assign to the work a Project Manager whose duties will be to oversee and coordinate the work with the County's Project Coordinator(s) and make at least monthly work status reports to the County.
- F. The Consultant shall pay for the shipment of all deliverables to the County.
- G. The Consultant shall begin to perform the services upon receipt of a notice to proceed signed by the Contract Officer or his designee and shall complete such work as outlined in Section 5: Time of Completion.

**SECTION 5: TIME OF COMPLETION**

The Consultant agrees to complete the project work according to the following schedule:

	<u>Complete/Delivered By</u>
Aerial photo flyover	April 30, 2006 and before significant leaf emergence
Pilot project and aerotriangulation	June 30, 2006
Digital orthophotography	October 31, 2006
Updated road centerline and structure mapping	November 30, 2006

The completion dates are contingent upon receipt of the project ground control by April 2006. This agreement shall terminate upon the County's acceptance of and payment for all authorized deliverables and services. The Consultant will retain a backup copy of all final data deliverables for the contract, e.g., final digital orthophoto images.

Consultant agrees to exercise reasonable care and diligence in anticipating potential problems and delays regarding its performance. Such care shall include anticipating and making provision for loss of critical employees, normal failure of equipment, and other such schedule-disrupting occurrences normally experienced and reasonably capable of being anticipated by organizations such as it. Nevertheless, extensions of time may be granted by the County upon written request of the Consultant, provided such request is made prior to the expiration of this agreement, do not involve acts of failure by Consultant to exercise reasonable care and diligence as noted above, and are based on documented evidence of need under one of the following criteria:

1. Any required aerial photo reflights which may be necessary and cannot be completed during the calendar year in which the Project Area work is authorized;
2. Delays by County in providing Consultant with notices to proceed, or delays in County's inspection and testing of Consultant's work; or
3. Acts of nature or other circumstances beyond the control of the Consultant which are not due to its negligence or that of its subcontractors, employees, agents or assigns, but which affect the Consultant's ability to perform.

As time is of the utmost importance, the County wishes to have the work completed as soon as possible. However, any failure to complete the Scope of Work by the designated date which arises out of causes beyond the control and without the fault or negligence of the Consultant shall be deemed a reasonable extension of time and shall not result in a reduction of total compensation to the Consultant.

**SECTION 6: COVENANT AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach of violation of this warranty, the County shall have the right to annul this agreement without liability, or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**SECTION 7: AMENDMENTS**

No amendment to this agreement shall be effective unless it is in writing and signed by duly authorized representatives of each party hereto.

**SECTION 8: INSURANCE**

Consultant shall take out and maintain during the life of this agreement such public liability and property damage insurance as shall protect Consultant, its subcontractors, and the County from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under this Agreement, whether such operations be by Consultant or its subcontractor, or by anyone directly or indirectly employed by either of them.

Consultant shall also take out and maintain for the term of this agreement the following coverages: \$2 million general aggregate general liability; \$1 million combined single limit automobile liability; \$3 million aircraft insurance; \$5 million excess liability; statutory workers' compensation liability; and professional liability in the amount of not less than \$1 million. The County, its elected officials and employees are to be named as additional insureds.

All insurance coverages required in this agreement shall be maintained in force for one (1) year after final payment of purchases made thereunder. The Consultant shall provide the County with certificates of insurance on all policies required under this agreement within ten (10) days of execution of this agreement and prior to the start of work.

All insurance policies shall be issued by responsible companies who are acceptable to the County. The Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy will not be canceled, reduced, restricted, or limited until thirty (30) days after the County has been notified in writing by registered or certified mail, return receipt requested. Certificates of insurance shall contain transcript from the proper office of the insurer, the location, the operations to which the insurance applies, the expiration date, and the above-mentioned County notification clause.

Consultant shall indemnify and hold County harmless from any damages, cost, claims or expenses which may arise as a result of any failure on the part of the Consultant to provide accurate and/or complete data and information to the county as outlined and required by the terms and conditions of this agreement except as may be defined in Section 9: Warranty.

**SECTION 9: WARRANTY**

The Consultant, by signing this agreement, acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The County will not be responsible for any alleged misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this agreement by the Consultant serves as its stated commitment to fulfill all the conditions referred to in this agreement.

Consultant warrants that the work performed and deliverables provided under this agreement shall conform to the County's specifications will support the production of digital orthophotography at 1"=100' and 1"=200' scale meeting ASPRS Class 2 standards as applicable (i.e., RMSE displacement of ground-based features from surveyed position within 2' and 4' at 1"=100' and 1"=200' scale, respectively). The work shall be of the highest quality, and shall be within the tolerances allowed by the above-cited references. If the Consultant is notified in writing by County of a discrepancy, deficiency, inaccuracy, or fault in the work, within thirty (30) days of such notice the Consultant shall re-perform such portions of the work necessary to correct the fault. If the fault requires a repeat of the aerial flyover of the project area, the repeat flyover will be performed at the first available opportunity at a time of the year mutually agreed upon with and approved by the County. All rework shall be made at no additional cost to the County.

Consultant agrees that all work shall be performed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified in Section 5: Time of Completion.

All work/deliverables provided by the Consultant shall be fit for the purpose of creation of 1"=100' and 1"=200' scale digital orthophotography and updated road center and structure mapping covering the County. The Consultant shall not be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this agreement.

**SECTION 10: DELIVERY OF WORK/DELIVERABLES**

Consultant shall certify in writing to the County when the work or any portion thereof has been completed and products of such work have been delivered to the County for inspection.

**SECTION 11: PROGRESS REPORTS**

Following the first day of execution of this agreement, the Consultant shall submit monthly reports of progress which describe work completed up to the date of such report.

**SECTION 12: INSPECTION**

It is the County's intention that all deliverables by the Consultant be reviewed and inspected by the Project Coordinator(s). The County shall notify the Consultant of the acceptability or non-acceptability of such work within thirty (30) days of receipt thereof. Final orthophotos shall be subject to inspection throughout the entire contract period. Within ninety (90) days following final delivery by Consultant, the County shall notify the Consultant of any non-acceptable work. The Consultant shall also correct any major defects/errors in the work found following the 90 day review period. Consultant shall make accessible to the County whatever information, data, materials and processes the County deems reasonably necessary to evaluate and confirm the accuracy and quality of Consultant's work. The Consultant shall not be liable for any expense of County's review or inspection processes.

**SECTION 13: ACCEPTANCE**

The County shall give written notice of its acceptance or non-acceptance of work to Consultant within ten (10) working days of the 90-day review period. If no such notice is given by the County to Consultant, the work shall be deemed accepted by the County.

**SECTION 14: NON-ACCEPTABILITY OF WORK**

The County shall within sixty (60) days of the time of its inspection notify the Consultant of the nature of any work deemed non-acceptable. Upon such notification to Consultant that its work fails to meet the specifications set forth or referenced herein, Consultant shall within sixty (60) days replace, modify or adjust its work to meet specifications, at its expense.

**SECTION 15: USE OF ENGINEERING INFORMATION**

A. The Consultant hereby understands and acknowledges that any and all information gathered, generated and delivered to the County as outlined in the Scope of Services is for the exclusive use and benefit of the County, and shall be the sole property of the County, and that such information shall not be disseminated by the Consultant without the express written consent of the County.

B. The Consultant shall store the aerial film in its vault for a period of ten years or until such earlier time that the County requests that it be delivered to it.

C. During the course of the work, the Consultant, upon the express written consent of the County, may fill requests by non-county agents, business entities or individuals for photography or orthophotography not part of this agreement or not as yet delivered to the County. Should this occur, the Consultant shall charge a reasonable fee for its service and credit to County 15% of such fees. Such credits will be applied to fees to be paid to the Consultant by the County.

D. Upon the completion of the work, the County may at its option enter into a contract with the Consultant to supply products and services which the County may not be equipped to furnish to non-county agencies or individuals. The Consultant will furnish a list of products and services over and above those furnished to the county along with fees for such products and services, and the County may direct the Consultant to charge such fees for them as the County deems appropriate. The difference between the County's fees and the Consultant's fees will be credited or paid to the County.

E. The Consultant hereby agrees to maintain one copy of all information gathered, generated and delivered to the County within its office in digital computer file form to serve as a backup to the data furnished to the County. Should the County suffer the loss of any of its data the Consultant agrees to replace same from its files at a reasonable fee for a period of ten years.

F. The County shall be entitled to rely on the technical accuracy of the data furnished by the Consultant with the understanding that the Consultant is not responsible for alternations made to and/or improper interpretation/use of the data by the County, e.g., enlargement beyond the specified map scale (1"=200') and accuracy (6').

**SECTION 16: COPYRIGHTS AND DISCLAIMERS**

A. Copyright and title to all final deliverable products (i.e., updated mapping and digital orthophotography) shall pass from the Consultant to the County upon the County's payment for the deliverables.

B. Use by a third party of the project aerial photography and associated digital imagery while in the Consultant's processing shall require advance approval from the County.

C. If the project data is to be made available by the County for use by outside entities, the County and Consultant shall prior to entering an agreement with said outside entity prepare a statement/disclaimer as to its proper use/interpretation for the protection of both the County and the Consultant.

**SECTION 17: TERMS AND CONDITIONS OF CONSULTANT'S SERVICES**

In consideration for the services performed hereunder, Consultant shall be paid the following and not exceed the amount of \$140,000.00 for the base services:

Aerial photography acquisition	\$34,000
AGPS/IMU and aerotriangulation	\$10,000
Digital orthophoto production	\$41,000
Structure and centerline map updating	\$55,000
Total	<b>\$140,000</b>

Optional countywide color infrared orthophotography \$30,000

**SECTION 18: COMPLIANCE WITH THE LAW**

A. The Consultant shall not discriminate by any reason of age, color, handicap, national origin, race, religion or sex which is unrelated to the duties or position of applicants for employment by the Consultant.

B. The Consultant shall at all times observe and comply with all statutes, ordinances, rules and regulations of federal, state and local governments in effect at the execution of this agreement.

**SECTION 19: PRICE PROTECTION**

The fees quoted for work contracted for by the County as part of this agreement, or quoted by Contractor for additional services during the course of this agreement shall be applicable until December 31, 2007. Should the County defer any portion of the work beyond this date, the fee for such work deferred will be adjusted by the consumer Price Index (CPI) for the prior year.

**SECTION 20: TERMINATION**

The County may terminate this agreement with 60 days written notice to the Consultant for reasons unrelated to the Consultant's performance (e.g., lack of adequate funding for continuation). In the event of such termination, the County shall be liable for the payment of all work properly performed prior to the effective date of termination, including all portions of work which were partially completed.

If for any cause the Consultant shall default in the performance of this Agreement or any part thereof and has failed to cure such default within sixty (60) days after receipt of written notice sent by certified mail, return receipt requested, specifying such default, the County may terminate this agreement at its option and sue the Consultant based upon a failure of the Consultant to adhere to this Agreement.

**SECTION 21: INVOICING**

Consultant agrees to invoice County no more than once monthly in an amount not less than \$500.00. Said invoice will be based on and submitted with a monthly progress report detailing the Consultant's best estimate of the percentage of work phases completed up to the date of the invoice. The County agrees to review and process/pay the Consultant's invoice within thirty (30) days of receipt. If an invoice is validly disputed by the County or otherwise found to be in error, the invoice will be credited out and a new invoice submitted at the agreed amount with a new thirty (30) day payment period.

**SECTION 22: CONFIDENTIALITY AND RIGHTS TO CONSULTANT'S WORK**

All information, data, designs, plans, drawings, maps, photographs, specifications or other work furnished to or developed for the County by the Consultant, its employees, agents, or assigns, pursuant to this agreement, shall be the sole property of the County, and all rights therein are reserved by the County. The Consultant, its assigns, employees, or agents shall not provide any imagery or map data developed under this agreement to any party other than the County without the County's consent.

**SECTION 23: AGREEMENT INTEGRITY AND SEVERABILITY**

This document and attachments represent the full and final agreement between the Consultant and the County. If any provisions of the Agreement are deemed void or unenforceable, all other provisions will remain in effect.

This contract is hereby signed in the State of Ohio and the laws of the State of Ohio shall be applicable hereto and disputes shall be resolved in the courts of Portage County.

**IN WITNESS WHEREOF**, the parties have executed this agreement on the date hereinabove first written.

COUNTY OF BELMONT, OHIO

KUCERA INTERNATIONAL INC.

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

By: John Antalovich, Jr., /s/

John Antalovich, Jr., PE, President

Mark A. Thomas /s/

:

Gordie W. Longshaw /s/

Seal

BELMONT COUNTY COMMISSIONERS

Approved as to form:

Attest:

Chris Berhalter /s/

BELMONT COUNTY PROSECUTOR

Upon roll call the vote was as follows:

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



**IN THE MATTER OF RESCINDING MOTION  
APPROVING ALLOCATION OF ADDITIONAL  
FUNDS FOR POSITION OF DEPUTY CORONER**

Motion made by Mr. Probst, seconded by Mr. Longshaw to rescind the motion dated February 1, 2006 to approve the allocation of additional funds for the position of the Deputy Coroner, Dr. Renato F. Dela Cruz, retroactive to pay period ending September 17, 2005.

Reason: To properly and efficiently apply PERS beginning with 2006 percentages.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF COMPENSATING  
DEPUTY CORONER AT A ONE-TIME  
2006 ANNUAL SALARY**

Motion made by Mr. Probst, seconded by Mr. Longshaw to compensate Deputy Coroner Dr. Renato R. Dela Cruz, at a one-time 2006 annual salary of \$7,500.00, effective with pay period ending January 7, 2006; annual contract shall be \$6,000.00 beginning January 1, 2007.

Reason: to properly and efficiently apply total salary to 2006 PERS percentages.

Note: Per Ohio Revised Code Chapter 313, Dr. Balgo has the power to hire a deputy coroner and set their salary.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION DECLARING  
THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE  
TEN-MILL LIMITATION AND REQUESTING THE COUNTY  
AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adopt the resolution declaring the necessity of levying a tax in excess of the ten-mill limitation and requesting the county auditor to certify matters in connection therewith.

Note: Renewal of existing tax for the purpose of providing the support of Childrens' Services and the care and placement of children of Belmont County.

**RESOLUTION**

**WHEREAS**, the Belmont County Board of Commissioners anticipates levying a tax in excess of the ten-mill limitation as described herein; and

**WHEREAS**, pursuant to Section 5705.03 of the Ohio Revised Code as amended by Am. Sub. S.B. No 201 enacted by the 122<sup>nd</sup> General Assembly, this Board of Commissioners is required to certify to the County Auditor a resolution requesting the County Auditor to certify certain matters in connection with such a tax levy;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners:

**SECTION 1.** That pursuant to the provisions of Section 5705.21 of the Ohio Revised Code, it is necessary that a renewal tax be levied in excess of the ten mill limitation for the benefit of Belmont County for the purpose of *a renewal of an existing tax for the benefit of Belmont County, Ohio for the purpose of providing the support of Childrens' Services and the care and placement of children of Belmont County, pursuant to law, at a rate not exceeding thirty-five hundredths (0.35) mill for each one dollar (\$1.00) of valuation, which amounts to three and one-half cents (\$0.035) for each one hundred dollars (\$100.00) of valuation, for a period of ten (10) years, commencing with tax list year 2006 (Ohio Revised Code Section 5705.05)*

**SECTION 2.** That the question of the passage of said tax levy shall be submitted to the electors of Belmont County at an election to be held on May 2, 2006. If approved by the electors, said tax levy shall first be placed upon the 2006 tax list and duplicate, for first collection in calendar year 2007.

**SECTION 3.** That pursuant to Section 5705.03 of the Ohio Revised Code, the County Auditor is hereby requested to certify to this Board of Commissioners the total current tax valuation of the Belmont County Childrens Services Levy and the dollar amount of revenue that would be generated by the number of mills specified in Section 1 hereof, and the Clerk of this Board of Commissioners be and is hereby directed to certify forthwith a copy of this resolution to the County Auditor so that said County Auditor may certify such matters in accordance with such Section 5705.03.

**SECTION 4.** That it is found and determined that all formal actions of this Board of Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Commissioners adopted in accordance therewith.

**BE IT FURTHER RESOLVED**, that the Clerk of this Board be and is hereby directed to certify a copy of this resolution to the Board of Elections of Belmont County, Ohio, forthwith, as provided by law and notify said board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Mr. Probst called for the adoption of the foregoing resolution, which was seconded by Mr. Longshaw, and the roll being called upon its adoption, the vote resulted as follows:

Mr. Charles R. Probst, Jr., President      Yes  
Mr. Gordie W. Longshaw, Vice-President      Yes  
Mr. Mark A. Thomas                              Yes

Adopted this 8<sup>th</sup> day of February 2006

**IN THE MATTER OF REAPPOINTMENT  
TO THE DISTRICT 18 PUBLIC WORKS  
INTEGRATING COMMITTEE**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to reappoint Belmont County Engineer Fred Bennett to the District 18 Public Works Integrating Committee as the Board of Commissioners' representative and Commissioner Charles R. Probst, Jr. as the alternate. This is a three-year appointment commencing on May 21, 2006.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HOLDING REGULAR  
EVENING MEETING OF MARCH 29, 2006  
AT BARNESVILLE VOL. FIRE DEPT., BARNESVILLE, OH**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adopt the resolution to hold the March 29, 2006 regular meeting of the Belmont County Board of Commissioners at the Barnesville Volunteer Fire Department, Barnesville, Ohio, beginning at 6:00 p.m.

Note: Section 305.06 of the Ohio Revised Code regulates how, when and where all public meetings shall be held.

**RESOLUTION**

**WHEREAS**, the Belmont County Board of Commissioners desires to hold its March 29, 2006 board meeting outside of the Belmont County Courthouse; and,

**WHEREAS**, Section 305.06 of the Ohio Revised Code regulates how, when and where all public meetings shall be held.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners:

Section 1. That the March 29, 2006 regular meeting of the Board shall be held at the Barnesville Volunteer Fire Dept., Barnesville, Ohio, beginning at 6:00 p.m.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCINDING MOTION TO  
AWARD BID FOR GENERAL CONTRACT FOR THE  
EMERGENCY SERVICES BUILDING EXPANSION PROJECT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to rescind the motion of October 12, 2005 to award the bid for the Belmont County Emergency Services Expansion Project (construction of a 4056 sq. ft. slab-on-grade, masonry and wood-framed building) General contract to Bedway Construction in the amount of \$305,000.00.

*Note: This project was originally bid June 1, 2005 and re-bid on September 14, 2005 – It is being funded through partnerships with FEMA/OEMA and county funds. Total project cost is \$416,143.00 – Belmont County has been awarded a grant through the Ohio EMA in the amount of \$136,651.00 and a grant through the Department of Development in the amount of \$68,326.00 – the balance will be paid from the county's Capital Project Reserve Fund.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCINDING MOTION TO  
ENTER GENERAL TRADES CONTRACT FOR THE  
EMERGENCY SERVICES BUILDING EXPANSION PROJECT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to rescind the motion of October 26, 2005 to enter into the general trades contract with Bedway Development Corporation, Belmont, Ohio, in the amount of \$305,000.00 for the Belmont County Emergency Services Building Expansion Project, construction of a 4056 sq. ft. slab-on-grade, masonry and wood-framed building.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCINDING MOTION TO  
SIGN AND SUBMIT NOTICE TO PROCEED TO  
BEDWAY DEVELOPMENT FOR THE EMERGENCY  
SERVICES BUILDING EXPANSION PROJECT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to rescind the motion of November 2, 2005 to sign and submit the Notice to Proceed to Bedway Development, 67877 Pancoast Road North, Belmont, Ohio for the Belmont County Emergency Operations Center Building Expansion project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCINDING MOTION TO  
REAFFIRM THE MOTION AS ADOPTED TO AWARD BID  
TO BEDWAY DEVELOPMENT FOR THE EMERGENCY MANAGEMENT  
AGENCY OPERATIONS BUILDING EXPANSION PROJECT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to rescind the motion of November 23, 2005 to reaffirm the motion as adopted by the Belmont County Board of Commissioners at its regular meeting of October 12, 2005, to award the bid for the Belmont County Emergency Management Agency Operations Building Expansion Project in the amount of \$305,000.00 to Bedway Development, Belmont, Ohio in accordance with Ohio Revised Code 9.312(B).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING SETTLEMENT  
AGREEMENT BETWEEN BELMONT CO. COMMISSIONERS,  
ALLSTATE CONSTRUCTION & BEDWAY DEVELOPMENT/EMA**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into Release and Settlement Agreement by, between and among the Board of Commissioners of Belmont County, Ohio, Belmont County Ohio (collectively "Commissioners"), Fred C. Hlad, Allstate Construction, Kenneth Richard Rose (collectively Allstate), and Bedway Development Corporation ("Bedway"), with respect to those claims set forth in a proceedings known as *State ex rel. Hlad, et al. v. Bd. Of Commissioners of Belmont Oounty, et al.*, bearing Case Number 05-CV-493 and pending before the Belmont County Court of Common Pleas.

**RELEASE AND SETTLEMENT AGREEMENT**

THIS RELEASE AND SETTLEMENT AGREEMENT (the "Agreement") is effective as of the 25th of January, 2006, by, between and among the Board of Commissioners of Belmont County, Ohio, Belmont County Ohio (collectively the "Commissioners"), Fred C. Hlad, Allstate Construction, Kenneth Richard Rose (collectively "Allstate"), and Bedway Development Corporation ("Bedway"), with respect to those claims set forth in a proceedings known as *State ex rel. Hlad, et al. v. Bd. of Commissioners of Belmont County, et al.*, bearing Case

Number 05-CV-493, and pending before the Belmont County Court of Common Pleas. The signatories to this Agreement are collectively referred to as the "Settling Parties."

WHEREAS, the Commissioners are a political subdivision created and empowered pursuant to R.C. §305.01 *et seq.*;

WHEREAS, Fred C. Hlad is the owner of Allstate Construction, a sole proprietorship which has its principal place of business in West Virginia;

WHEREAS, Kenneth Richard Rose is an individual who resides in Belmont County, Ohio; and

WHEREAS, Bedway Development Corporation is a corporation which has its principal place of business in Ohio;

WHEREAS, the Commissioners desired to have the Belmont County Emergency Operations Center, located within Belmont County, constructed by a suitable contractor and therefore the Commissioners sought to identify the lowest responsive and responsible bidder to perform the General Trades portion of this construction (hereafter referred to as "the Contract"); and

WHEREAS, the Commissioners advertised for the Contract and Allstate and Bedway submitted bids for the Contract;

WHEREAS, disputes arose between and among the Settling Parties regarding the award of the Contract, which resulted in the Litigation; and

WHEREAS, after the expenditure of significant time and effort the Settling Parties have reached an agreement, as set forth below, which settles all disputed issues and claims regarding the Litigation.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for good and valuable consideration, the adequacy of which is acknowledged, the Settling Parties agree as follows:

Section A. Consideration.

- (1) Rescission of Contract: The Commissioners and Bedway voluntarily rescind the contract which they executed on or about October 26, 2005. The Commissioners will also rescind the resolution passed on October 12, 2005 which awarded this contract to Bedway, as well as the resolution passed on November 23, 2005 which reaffirmed said resolution passed on October 12, 2005.
- (2) Award of Contract: Based upon additional information provided to the Commissioners after November 23, 2005, the Commissioners have determined that, based upon Allstate's experience with complex projects similar to the construction of the Belmont County Emergency Management Operations Center, Allstate has submitted a responsive and responsible bid in the amount of two hundred eighty six thousand one hundred and fifty and 00/100 dollars (\$286,150.00). The Commissioners have also determined that, based upon Bedway's experience with complex projects similar to the construction of the Belmont County Emergency Management Operations Center, Bedway has submitted a responsive and responsible bid in the amount of three hundred and five thousand dollars and zero cents (\$305,000.00). Since Allstate submitted the low bid, the Commissioners will award the Contract in the amount of two hundred eighty six thousand one hundred and fifty and 00/100 dollars (\$286,150.00) to Allstate. The Commissioners and Allstate agree to execute a formal contract concerning the General Trades construction portion of the Belmont County Emergency Management Operations Center within fourteen (14) days of the date of this Agreement.
- (3) Payment: The Commissioners will cause payment to be issued in the amount of fourteen thousand dollars and zero cents (\$14,000.00) to Bedway. This payment will be made via one check in the amount of four thousand dollars and zero cents (\$4,000.00) to be issued by Belmont County, Ohio and one check in the amount of ten thousand dollars and zero cents (\$10,000.00) to be issued by the County Risk Sharing Authority. So long as said payment is made in full within thirty (30) days of the date that all of the parties have executed this Agreement, no claim for interest, prejudgment or otherwise, shall be made.
- (4) Dismissal of Litigation: Settling Parties agree to dismiss all claims, counterclaims, cross-claims and appeals they have asserted or could assert against each other within the Litigation, with prejudice, in exchange for the consideration described above. The Settling Parties agree to jointly move the Belmont County Court of Common Pleas presiding over the Litigation to approve of the terms of this Agreement and to dismiss the Litigation, with prejudice, pursuant to Rule 41(A)(2) of the Ohio Rules of Civil Procedure. In the event that the Belmont County Court of Common Pleas does not approve of the terms of this Agreement and/or denies the Settling Parties' joint motion described in the preceding sentence, then the Settling Parties agree to file with the Belmont County Court of Common Pleas a joint voluntary dismissal, with prejudice, pursuant to Rule 41(A)(1)(b) of the Ohio Rules of Civil Procedure.
- (5) In light of the Litigation, the Commissioners and Allstate agree to extend the time for awarding and executing the Contract, as provided by R.C. § 153.12(A), until such time as the Contract is executed between the Commissioners and Allstate.

Section B. Releases.

- (1) The Settling Parties mutually agree to release and forever bar all claims asserted and associated with the Litigation.
- (2) Commissioners' Release of Bedway: Except for the obligations imposed by provisions set forth in this Agreement, the Commissioners and each of Commissioners' representatives, elected officials, agents, insurers, assigns and successors hereby release and discharge Bedway, and its assigns, successors, agents, employees, shareholders, subsidiaries or parent entities, from any and all: (i) existing claims, demands, obligations, interests, suits, actions, or causes of action, at law or in equity, whether arising by contract, statute, common law, or otherwise of whatsoever kind or nature directly or indirectly arising out of or related to the dispute regarding the award of the Contract, whether now known or not known, including but not limited to, the Commissioners' claims or any other claims that were or could have been included in the Litigation; and (ii) future claims not now existing that arise from or are directly or indirectly related to the Litigation, whether now anticipated or unanticipated. This release shall survive the execution of this Agreement and the dismissal of the Litigation.
- (3) Commissioners' Release of Allstate: Except for the obligations imposed by provisions set forth in this Agreement, the Commissioners and each of Commissioners' representatives, elected officials, agents, insurers, assigns and successors hereby release and discharge Allstate, and its assigns, successors, agents, employees, shareholders, subsidiaries or parent entities, from any and all: (i) existing claims, demands, obligations, interests, suits, actions, or causes of action, at law or in equity, whether arising by contract, statute, common law, or otherwise of whatsoever kind or nature directly or indirectly arising out of or related to the dispute regarding the award of the Contract, whether now known or not known, including but not limited to, the Commissioners' claims or any other claims that were or could have been included in the Litigation; and (ii) future claims not now existing that arise from or are directly or indirectly related to the Litigation, whether now anticipated or unanticipated. This release shall survive the execution of this Agreement and the dismissal of the Litigation.
- (4) Bedway's Release of the Commissioners: Except for the obligations imposed by provisions set forth in this Agreement, Bedway and each of its assigns, successors, agents, employees, shareholders, subsidiaries or parent entities hereby releases and discharges the Commissioners and each of their representatives, elected officials, agents, insurers, assigns and successors from any and all: (i) existing claims, demands, obligations, interests, suits, actions, or causes of action, at law or in equity, whether arising by contract, statute, common law, or otherwise of whatsoever kind or nature directly or indirectly arising out of or related to the dispute regarding the award of the Contract, whether now known or not known, including but not limited to Bedway's claims or any other claims that were or could have been included in the Litigation, not now existing that arise from or are directly or indirectly related to the Litigation; and (ii) future claims not now existing that arise from or are directly or indirectly related to the Litigation, whether now anticipated or unanticipated. This release shall survive the execution of this Agreement and the dismissal of the Litigation.
- (5) Allstate's Release of the Commissioners: Except for the obligations imposed by provisions set forth in this Agreement, Allstate and each of its assigns, successors, agents, employees, shareholders, subsidiaries or parent entities hereby releases and discharges the Commissioners and each of their representatives, elected officials, agents, insurers, assigns and successors from

any and all: (i) existing claims, demands, obligations, interests, suits, actions, or causes of action, at law or in equity, whether arising by contract, statute, common law, or otherwise of whatsoever kind or nature directly or indirectly arising out of or related to the dispute regarding the award of the Contract, whether now known or not known, including but not limited to Allstate's claims or any other claims that were or could have been included in the Litigation, not now existing that arise from or are directly or indirectly related to the Litigation; and (ii) future claims not now existing that arise from or are directly or indirectly related to the Litigation, whether now anticipated or unanticipated. This release shall survive the execution of this Agreement and the dismissal of the Litigation. Notwithstanding the above, and as discussed during settlement negotiations before the Honorable Judge Solovan II of the Belmont County Court of Commons Pleas, nothing in this Agreement shall be construed as limiting Allstate's right to pursue change orders to General Trade contract that it will execute with the Commissioners regarding the Belmont County Emergency Management Operations Center, including, but not limited to, change orders related to extra costs that Allstate has and/or will incur resulting from the delay in the execution of this contract.

- (6) Bedway's Release of Allstate: Except for the obligations imposed by provisions set forth in this Agreement, Bedway and each of its assigns, successors, agents, employees, shareholders, subsidiaries or parent entities hereby releases and discharges Allstate and each of their representatives, elected officials, agents, insurers, assigns and successors from any and all: (i) existing claims, demands, obligations, interests, suits, actions, or causes of action, at law or in equity, whether arising by contract, statute, common law, or otherwise of whatsoever kind or nature directly or indirectly arising out of or related to the dispute regarding the award of the Contract, whether now known or not known, including but not limited to Bedway's claims or any other claims that were or could have been included in the Litigation, not now existing that arise from or are directly or indirectly related to the Litigation; and (ii) future claims not now existing that arise from or are directly or indirectly related to the Litigation, whether now anticipated or unanticipated. This release shall survive the execution of this Agreement and the dismissal of the Litigation.
- (7) Allstate's Release of Bedway: Except for the obligations imposed by provisions set forth in this Agreement, Allstate and each of its assigns, successors, agents, employees, shareholders, subsidiaries or parent entities hereby releases and discharges Bedway and each of their representatives, elected officials, agents, insurers, assigns and successors from any and all: (i) existing claims, demands, obligations, interests, suits, actions, or causes of action, at law or in equity, whether arising by contract, statute, common law, or otherwise of whatsoever kind or nature directly or indirectly arising out of or related to the dispute regarding the award of the Contract, whether now known or not known, including but not limited to Allstate's claims or any other claims that were or could have been included in the Litigation, not now existing that arise from or are directly or indirectly related to the Litigation; and (ii) future claims not now existing that arise from or are directly or indirectly related to the Litigation, whether now anticipated or unanticipated. This release shall survive the execution of this Agreement and the dismissal of the Litigation.

Section C. Costs and Attorney Fees.

- (1) Attorneys' Fees and Costs: The Settling Parties agree that each party shall be responsible for their own attorneys' fees and costs.

Section D. Miscellaneous Provisions.

- (1) Counsel: The Settling Parties have had sufficient time to review the terms of this Agreement and to consult with an attorney at law prior to the execution of this Agreement.
- (2) No Admission of Liability: The Settling Parties agree that neither this Agreement nor the payment made hereunder constitutes, or shall be construed as, an admission of liability or any wrongdoing of any kind by either of the Settling Parties. This Agreement is entered into solely to resolve disputed claims and to avoid any further Litigation between the Settling Parties.
- (3) Entire Agreement: This Agreement sets forth the understanding between and among the Settling Parties concerning the subject matter of this Agreement, and incorporates all prior negotiations and understandings. No covenants, promises, agreements, conditions or understandings, either oral or written, exist between and among the Settling Parties relating to the subject matter of this Agreement other than those set forth herein. No alteration, amendment, or change to this Agreement shall be binding upon any party hereto unless in writing, and signed by all Settling Parties.
- (4) Governing Law: This Agreement shall be construed in accordance with the laws of the State of Ohio.
- (5) Partial Invalidity: If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of this Agreement, of the application of such terms or provisions to persons or circumstances other than those as to which it is invalid, shall both be unaffected thereby and each term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Settling Parties have executed this Agreement and set their hands this 25th day of January, 2006.

BEDWAY DEVELOPMENT CORPORATION BOARD OF COMMISSIONERS OF  
BELMONT COUNTY, OHIO

By Jonathan Bedway /s/

By Mark A. Thomas /s/

President

Charles R. Probst, Jr. /s/

Gordie W. Longshaw /s/

Date: 2-1-06

Date: 2-8-06

FRED C. HLAD, ALLSTATE CONSTRUCTION KENNETH RICHARD ROSE

By Fred C. Hlad /s/

By Kenneth R. Rose /s/

Fred C. Hlad

Kenneth R. Rose

Date: 1-25-06

Date: 1/25/06

FISCAL OFFICER'S CERTIFICATE

I hereby certify that the amount required to meet the obligation in the foregoing contract has been lawfully appropriated for such purpose and is in the treasury or \_\_\_\_\_, Requisition No. \_\_\_\_\_, free of any encumbrances.

Joseph A. Pappano /s/

Date: 02-01-06

Belmont County Auditor

CERTIFICATE OF PROSECUTING ATTORNEY

I HEREBY APPROVE the form and correctness of the foregoing contract.

David K. Liberati /s/

Date: 2-02-06

Belmont County Prosecuting Attorney

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING AND CERTIFYING  
ED RLF (REVOLVING LOAN FUND) SEMI-ANNUAL REPORT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw authorizing Commission President Charles R. Probst, Jr. sign and certify the ED RLF (Revolving Loan Fund) Semi-Annual Report. Loan Portfolio Status Report: Available cash balance as of 12/31/05 = \$1,490,029.10.

Amounts Reserved for Loan	<b>Description</b>	
Guarantees or Amount of	\$ 32,000.00	<i>Village of Bellaire Boat Launch</i>
Other RLF Liabilities	500,000.00	<i>East Ohio Regional Hospital Expansion</i>
	684,250.00	<i>Allocated by Commissioners for disaster relief</i>

Upon roll call the vote was as follows:

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

**2:10 p.m. RECONVENE**

**1:00 p.m.-Agenda Item- Public Hearing-Flood Damage Regulations-Amendments**

Public hearing held. Present were Mickey Wallace, Floodplain Coordinator, Commissioner Thomas and Commissioner Longshaw.

**IN THE MATTER OF ADOPTING THE  
AMENDMENTS TO THE SPECIAL PURPOSE  
FLOOD DAMAGE REDUCTION RESOLUTION FOR  
BELMONT COUNTY, OHIO**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to move to adopt the Amendments to the Special Purpose Flood Damage Reduction Resolution pursuant to Ohio Revised Code 307.37 and 307.39 and hereby rescinding the Resolution dated February 2, 2005, establishing Flood Damage Reduction for Belmont County, Ohio. This Resolution will take effect on March 11, 2006, the thirty-first day following the date of its adoption.

**SPECIAL PURPOSE  
FLOOD DAMAGE REDUCTION  
RESOLUTION  
BELMONT COUNTY, OHIO**

**SECTION 1.0: GENERAL PROVISIONS**

**1.1 Statutory Authorization**

This resolution is adopted pursuant to authorization contained in Sections 307.37 and 307.85 of the Ohio Revised Code. This resolution adopts regulations for areas of special flood hazard that are necessary for participation in the National Flood Insurance Program. Therefore, the Board of Commissioners, of Belmont County, State of Ohio does ordain as follows:

**1.2 Findings of Fact**

Belmont County has special flood hazard areas that are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. Additionally, structures that are inadequately elevated, floodproofed, or otherwise protected from flood damage also contribute to the flood loss. In order to minimize the threat of such damages and to achieve the purposes hereinafter set forth, these regulations are adopted.

**1.3 Statement of Purpose**

It is the purpose of these regulations to promote the public health, safety and general welfare, and to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in areas of special flood hazard;
- F. Help maintain a stable tax base by providing for the proper use and development of areas of special flood hazard so as to protect property and minimize future flood blight areas;
- G. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions;
- H. Minimize the impact of development on adjacent properties within and near flood prone areas;
- I. Ensure that the flood storage and conveyance functions of the floodplain are maintained;
- J. Minimize the impact of development on the natural, beneficial values of the floodplain;
- K. Prevent floodplain uses that are either hazardous or environmentally incompatible; and
- L. Meet community participation requirements of the National Flood Insurance Program.

**1.4 Methods of Reducing Flood Loss**

In order to accomplish its purposes, these regulations include methods and provisions for:

- A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water hazards, or which result in damaging increases in flood heights or velocities;
- B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D. Controlling filling, grading, dredging, excavating, and other development which may increase flood damage; and,
- E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

**1.5 Lands to Which These Regulations Apply**

These regulations shall apply to all areas of special flood hazard within the jurisdiction of Belmont County as identified in Section 1.6, including any additional areas of special flood hazard annexed by Belmont County.

**1.6 Basis for Establishing the Areas of Special Flood Hazard**

For the purposes of these regulations, the following studies and / or maps are adopted:

- A. Flood Insurance Study for Belmont County, Ohio and Incorporated Areas dated April 5, 2006  
Flood Insurance Rate Map for Belmont County, Ohio and Incorporated Areas dated April 5, 2006
- B. Other studies and/or maps which may be relied upon for establishment of the flood protection elevation, delineation of the 100-year floodplain, floodways or delineation of other areas of special flood hazard, include:
  - Belmont County GIS Mapping
- C. Any hydrologic and hydraulic engineering analysis authored by a registered Professional Engineer in the State of Ohio, which has been approved by Belmont County as required by Section 4.3 Subdivisions and Large Scale Developments.

Any revisions to the aforementioned maps and / or studies are hereby adopted by reference and declared to be a part of these regulations. Such maps and/or studies are on file at Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950.

#### **1.7 Abrogation and Greater Restrictions**

These regulations are not intended to repeal any existing resolutions including subdivision regulations, zoning or building codes. In the event of a conflict between these regulations and any other resolution, the more restrictive shall be followed. These regulations shall not impair any deed restriction covenant or easement but the land subject to such interests shall also be governed by the regulations.

#### **1.8 Interpretation**

In the interpretation and application of these regulations, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and,
- C. Deemed neither to limit nor repeal any other powers granted under state statutes.

Where a provision of these regulations may be in conflict with a state or Federal law, such state or Federal law shall take precedence over these regulations.

#### **1.9 Warning and Disclaimer of Liability**

The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. These regulations do not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damage. These regulations shall not create liability on the part of Belmont County, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damage that results from reliance on these regulations or any administrative decision lawfully made thereunder.

#### **1.10 Severability**

Should any section or provision of these regulations be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

### **SECTION 2.0: DEFINITIONS**

Unless specifically defined below, words or phrases used in these regulations shall be interpreted so as to give them the meaning they have in common usage and to give these regulations the most reasonable application.

#### **Accessory Structure**

A structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal structure.

#### **Appeal**

A request for review of the floodplain administrator's interpretation of any provision of these regulations or a request for a variance.

#### **Base Flood**

The flood having a one percent chance of being equaled or exceeded in any given year. The base flood may also be referred to as the 1% chance annual flood or one-hundred (100) year flood.

Base (100-Year) Flood Elevation (BFE)

The water surface elevation of the base flood in relation to a specified datum, usually the National Geodetic Vertical Datum of 1929 or the North American Vertical Datum of 1988, and usually expressed in Feet Mean Sea Level (MSL). In Zone AO areas, the base flood elevation is the natural grade elevation plus the depth number (from 1 to 3 feet).

#### **Basement**

Any area of the building having its floor subgrade (below ground level) on all sides.

#### **Development**

Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

#### **Enclosure Below the Lowest Floor**

See "Lowest Floor."

Executive Order 11988 (Floodplain Management)

Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard areas, unless there is no practicable alternative.

Federal Emergency Management Agency (FEMA)

The agency with the overall responsibility for administering the National Flood Insurance Program.

#### **Fill**

A deposit of earth material placed by artificial means.

#### **Flood or Flooding**

A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters, and/or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Hazard Boundary Map (FHBM)

Usually the initial map, produced by the Federal Emergency Management Agency, or U.S. Department of Housing and Urban Development, for a community depicting approximate special flood hazard areas.

Flood Insurance Rate Map (FIRM)

An official map on which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has delineated the areas of special flood hazard.

#### **Flood Insurance Risk Zones**

Zone designations on FHBMs and FIRMs that indicate the magnitude of the flood hazard in specific areas of a community. Following are the zone definitions:

##### **Zone A:**

Special flood hazard areas inundated by the 100-year flood; base flood elevations are not determined.

##### **Zones A1-30 and Zone AE:**

Special flood hazard areas inundated by the 100-year flood; base flood elevations are determined.

##### **Zone AO:**

Special flood hazard areas inundated by the 100-year flood; with flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths are determined.

##### **Zone AH:**

Special flood hazard areas inundated by the 100-year flood; flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations are determined.

##### **Zone A99:**

Special flood hazard areas inundated by the 100-year flood to be protected from the 100-year flood by a Federal flood protection system under construction; no base flood elevations are determined.

##### **Zone B and Zone X (shaded):**

Areas of 500-year flood; areas subject to the 100-year flood with average depths of less than 1 foot or with contributing drainage area less than 1 square mile; and areas protected by levees from the base flood.

##### **Zone C and Zone X (unshaded):**

Areas determined to be outside the 500-year floodplain.

**Flood Insurance Study (FIS)** The official report in which the Federal Emergency Management Agency or the U.S. Department of Housing and Urban Development has provided flood profiles, floodway boundaries (sometimes shown on Flood Boundary and Floodway Maps), and the water surface elevations of the base flood.

**Flood Protection Elevation**

The Flood Protection Elevation, or FPE, is the base flood elevation plus (2') two feet of freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations, or base flood elevations determined and/or approved by the floodplain administrator.

**Floodway**

A floodway is the channel of a river or other watercourse and the adjacent land areas that have been reserved in order to pass the base flood discharge. A floodway is typically determined through a hydraulic and hydrologic engineering analysis such that the cumulative increase in the water surface elevation of the base flood discharge is no more than a designated height. In no case shall the designated height be more than one foot at any point within the community.

The floodway is an extremely hazardous area, and is usually characterized by any of the following: Moderate to high velocity flood waters, high potential for debris and projectile impacts, and moderate to high erosion forces.

**Freeboard**

A factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effect of urbanization in a watershed.

**Historic structure**

Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listings on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or
3. Individually listed on the State of Ohio's inventory of historic places maintained by the Ohio Historic Preservation Office.
4. Individually listed on the inventory of historic places maintained by Belmont County whose historic preservation program has been certified by the Ohio Historic Preservation Office. Hydrologic and hydraulic engineering analysis

An analysis performed by a professional engineer, registered in the State of Ohio, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.

**Letter of Map Change (LOMC)**

A Letter of Map Change is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

**Letter of Map Amendment (LOMA)**

A revision based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property is not located in a special flood hazard area.

**Letter of Map Revision (LOMR)**

A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the base flood elevation and is, therefore, excluded from the special flood hazard area.

**Conditional Letter of Map Revision (CLOMR)**

A formal review and comment by FEMA as to whether a proposed project complies with the minimum National Flood Insurance Program floodplain management criteria. A CLOMR does not amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

**Lowest floor**

The lowest floor of the lowest enclosed area (including basement) of a structure. This definition excludes an "enclosure below the lowest floor" which is an unfinished or flood resistant enclosure usable solely for parking of vehicles, building access or storage, in an area other than a basement area, provided that such enclosure is built in accordance with the applicable design requirements specified in these regulations for enclosures below the lowest floor.

**Manufactured home**

A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle". For the purposes of these regulations, a manufactured home includes manufactured homes and mobile homes as defined in Chapter 3733 of the Ohio Revised Code.

**Manufactured home park**

As specified in the Ohio Administrative Code 3701-27-01, a manufactured home park means any tract of land upon which three or more manufactured homes, used for habitation are parked, either free of charge or for revenue purposes, and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as part of the facilities of the park. A tract of land that is subdivided and the individual lots are not for rent or rented, but are for sale or sold for the purpose of installation of manufactured homes on the lots, is not a manufactured home park, even though three or more manufactured homes are parked thereon, if the roadways are dedicated to the local government authority.

**National Flood Insurance Program (NFIP)**

The NFIP is a Federal program enabling property owners in participating communities to purchase insurance protection against losses from flooding. This insurance is designed to provide an insurance alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused by floods. Participation in the NFIP is based on an agreement between local communities and the Federal government that states if a community will adopt and enforce floodplain management regulations to reduce future flood risks to all development in special flood hazard areas, the Federal government will make flood insurance available within the community as a financial protection against flood loss.

**New construction**

Structures for which the "start of construction" commenced on or after the initial effective date of Belmont County Flood Insurance Rate Map, effective February 4, 1988, and includes any subsequent improvements to such structures.

**Person**

Includes any individual or group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies. An agency is further defined in the Ohio Revised Code Section 111.15 as any governmental entity of the state and includes, but is not limited to, any board, department, division, commission, bureau, society, council, institution, state college or university, community college district, technical college district, or state community college. "Agency" does not include the general assembly, the controlling board, the adjutant general's department, or any court.

**Recreational vehicle**

A vehicle which is (1) built on a single chassis, (2) 400 square feet or less when measured at the largest horizontal projection, (3) designed to be self-propelled or permanently towable by a light duty truck, and (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**Registered Professional Architect**

A person registered to engage in the practice of architecture under the provisions of sections 4703.01 to 4703.19 of the Revised Code.

**Registered Professional Engineer**

A person registered as a professional engineer under Chapter 4733 of the Revised Code.

**Registered Professional Surveyor**

A person registered as a professional surveyor under Chapter 4733 of the Revised Code. Special Flood Hazard Area

Also known as "Areas of Special Flood Hazard", it is the land in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are designated by the Federal Emergency Management Agency on Flood Insurance Rate Maps, Flood Insurance Studies, Flood Boundary and Floodway Maps and Flood Hazard Boundary Maps as Zones A, AE, AH, AO, A1-30, and A99. Special flood hazard areas may also refer to areas that are flood prone and designated from other federal state or local sources of data including but not limited to historical flood information reflecting high water marks, previous flood inundation areas, and flood prone soils associated with a watercourse.

**Start of construction**

The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of a building.

**Structure**

A walled and roofed building, manufactured home, or gas or liquid storage tank that is principally above ground.

**Substantial Damage**

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood related damage sustained by a structure on two (2) separate occasions during a ten (10) year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds twenty-five (25) percent of the market value of the structure before the damage occurred.

**Substantial Improvement**

Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include:

1. Any improvement to a structure which is considered "new construction,"
2. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified prior to the application for a development permit by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
3. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure".

**Variance**

A grant of relief from the standards of these regulations consistent with the variance conditions herein.

**Violation**

The failure of a structure or other development to be fully compliant with these regulations.

**SECTION 3.0: ADMINISTRATION**

**3.1 Designation of the Floodplain Administrator**

The Floodplain Coordinator is hereby appointed to administer and implement these regulations and is referred to herein as the Floodplain Administrator.

**3.2 Duties and Responsibilities of the Floodplain Administrator**

The duties and responsibilities of the Floodplain Administrator shall include but are not limited to:

- A. Evaluate applications for permits to develop in special flood hazard areas.
- B. Interpret floodplain boundaries and provide flood hazard and flood protection elevation information.
- C. Issue permits to develop in special flood hazard areas when the provisions of these regulations have been met, or refuse to issue the same in the event of noncompliance.
- D. Inspect buildings and lands to determine whether any violations of these regulations have been committed.
- E. Make and permanently keep all records for public inspection necessary for the administration of these regulations including Flood Insurance Rate Maps, Letters of Map Amendment and Revision, records of issuance and denial of permits to develop in special flood hazard areas, determinations of whether development is in or out of special flood hazard areas for the purpose of issuing floodplain development permits, elevation certificates, variances, and records of enforcement actions taken for violations of these regulations.
- F. Enforce the provisions of these regulations.
- G. Provide information, testimony, or other evidence as needed during variance hearings.
- H. Coordinate map maintenance activities and FEMA follow-up.
- I. Conduct substantial damage determinations to determine whether existing structures, damaged from any source and in special flood hazard areas identified by FEMA, must meet the development standards of these regulations.

**3.3 Floodplain Development Permits**

It shall be unlawful for any person to begin construction or other development activity including but not limited to filling; grading; construction; alteration, remodeling, or expanding any structure; or alteration of any watercourse wholly within, partially within or in contact with any identified special flood hazard area, as established in Section 1.6, until a floodplain development permit is obtained from the Floodplain Administrator. Such floodplain development permit shall show that the proposed development activity is in conformity with the provisions of these regulations. No such permit shall be issued by the Floodplain Administrator until the requirements of these regulations have been met.

**3.4 Application Required**

An application for a floodplain development permit shall be required for all development activities located wholly within, partially within, or in contact with an identified special flood hazard area. Such application shall be made by the owner of the property or his/her authorized agent, herein referred to as the applicant, prior to the actual commencement of such construction on a form furnished for that purpose. Where it is unclear whether a development site is in a special flood hazard area, the Floodplain Administrator may require an application for a floodplain development permit to determine the development's location. Such applications shall include, but not be limited to:

- A. Site plans drawn to scale showing the nature, location, dimensions, and topography of the area in question; the location of existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing.
- B. Elevation of the existing, natural ground where structures are proposed.
- C. Elevation of the lowest floor, including basement, of all proposed structures.
- D. Such other material and information as may be requested by the Floodplain Administrator to determine conformance with, and provide enforcement of these regulations.
- E. Technical analyses conducted by the appropriate design professional registered in the State of Ohio and submitted with an application for a floodplain development permit when applicable:
  1. Floodproofing certification for non-residential floodproofed structure as required in Section 4.5.
  2. Certification that fully enclosed areas below the lowest floor of a structure not meeting the design requirements of Section 4.4(E) are designed to automatically equalize hydrostatic flood forces.
  3. Description of any watercourse alteration or relocation that the flood carrying capacity of the watercourse will not be diminished, and maintenance assurances as required in Section 4.9(C).
  4. A hydrologic and hydraulic analysis demonstrating that the cumulative effect of proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood by more than one foot in special flood hazard areas where the Federal Emergency Management Agency has provided base flood elevations but no floodway as required by Section 4.9(B).
  5. A hydrologic and hydraulic engineering analysis showing impact of any development on flood heights in an identified floodway as required by Section 4.9(A).
  6. Generation of base flood elevation(s) for subdivision and large scale developments as required by Section 4.3.
- F. Submit fee as set by the fee schedule adopted by the Board of Commissioners.

### **3.5 Review and Approval of a Floodplain Development Permit Application**

A. Review<sup>1</sup>. After receipt of a complete application, the Floodplain Administrator shall review the application to ensure that the standards of these regulations have been met. No floodplain development permit application shall be reviewed until all information required in Section 3.4 has been received by the Floodplain Administrator.

2. The Floodplain Administrator shall review all floodplain development permit applications to assure that all necessary permits have been received from those federal, state or local governmental agencies from which prior approval is required. The applicant shall be responsible for obtaining such permits as required including permits issued by the U.S. Army Corps of Engineers under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act, and the Ohio Environmental Protection Agency under Section 401 of the Clean Water Act.

#### **B. Approval**

Within thirty (30) days after the receipt of a complete application, the Floodplain Administrator shall either approve or disapprove the application. If an application is approved, a floodplain development permit shall be issued. All floodplain development permits shall be conditional upon the commencement of work within one (1) year. A floodplain development permit shall expire one (1) year after issuance unless the permitted activity has been substantially begun and is thereafter pursued to completion.

### **3.6 Inspections**

The Floodplain Administrator shall make periodic inspections at appropriate times throughout the period of construction in order to monitor compliance with permit conditions.

### **3.7 Post-Construction Certifications Required**

The following as-built certifications are required after a floodplain development permit has been issued:

- A. For new or substantially improved residential structures, or nonresidential structures that have been elevated, the applicant shall have a Federal Emergency Management Agency Elevation Certificate completed by a registered surveyor to record as-built elevation data. For elevated structures in Zone A and Zone AO areas without a base flood elevation, the elevation certificate may be completed by the property owner or owner's representative.
- B. For all development activities subject to the standards of Section 3.10(A), a Letter of Map Revision.

### **3.8 Revoking a Floodplain Development Permit**

A floodplain development permit shall be revocable, if among other things, the actual development activity does not conform to the terms of the application and permit granted thereon. In the event of the revocation of a permit, an appeal may be taken to the Appeals Board (Variance Board for Counties) in accordance with Section 5 of these regulations.

### **3.9 Exemption from Filing a Development Permit**

An application for a floodplain development permit shall not be required for:

- A. Maintenance work such as roofing, painting, and basement sealing, or for small nonstructural development activities (except for filling and grading) valued at less than \$5,000.
- B. Development activities in an existing or proposed manufactured home park that are under the authority of the Ohio Department of Health and subject to the flood damage reduction provisions of the Ohio Administrative Code Section 3701.
- C. Major utility facilities permitted by the Ohio Power Siting Board under Section 4906 of the Ohio Revised Code.
- D. Hazardous waste disposal facilities permitted by the Hazardous Waste Siting Board under Section 3734 of the Ohio Revised Code.
- E. Development activities undertaken by a federal agency and which are subject to Federal Executive Order 11988 – Floodplain Management.

Any proposed action exempt from filing for a floodplain development permit is also exempt from the standards of these regulations.

### **3.10 Map Maintenance Activities**

To meet National Flood Insurance Program minimum requirements to have flood data reviewed and approved by FEMA, and to ensure that Belmont County's flood maps, studies and other data identified in Section 1.6 accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified:

#### **A. Requirement to Submit New Technical Data**

1. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical data reflecting such changes be submitted to FEMA within six months of the date such information becomes available. These development proposals include:
  - a. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
  - b. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
  - c. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
  - d. Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with Section 4.3.
2. It is the responsibility of the applicant to have technical data, required in accordance with Section 3.10(A), prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall be the responsibility of the applicant.
3. The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:

- a. Proposed floodway encroachments that increase the base flood elevation; and
  - b. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.
4. Floodplain development permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Section 3.10(A)(1).

**B. Right to Submit New Technical Data**

The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the Board of Commissioners of Belmont County, and may be submitted at any time.

**C. Annexation / Detachment**

Upon occurrence, the Floodplain Administrator shall notify FEMA in writing whenever the boundaries of Belmont County have been modified by annexation or the community has assumed authority over an area, or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that Belmont County's Flood Insurance Rate Map accurately represent Belmont County's boundaries, include within such notification a copy of a map of Belmont County suitable for reproduction, clearly showing the new corporate limits or the new area for which Belmont County has assumed or relinquished floodplain management regulatory authority.

**3.11 Data Use and Flood Map Interpretation**

The following guidelines shall apply to the use and interpretation of maps and other data showing areas of special flood hazard:

- A. In areas where FEMA has not identified special flood hazard areas, or in FEMA identified special flood hazard areas where base flood elevation and floodway data have not been identified, the Floodplain Administrator shall review and reasonably utilize any other flood hazard data available from a federal, state, or other source.
- B. Base flood elevations and floodway boundaries produced on FEMA flood maps and studies shall take precedence over base flood elevations and floodway boundaries by any other source that reflect a reduced floodway width and/or lower base flood elevations. Other sources of data, showing increased base flood elevations and/or larger floodway areas than are shown on FEMA flood maps and studies, shall be reasonably used by the Floodplain Administrator.
- C. When Preliminary Flood Insurance Rate Maps and / or Flood Insurance Study have been provided by FEMA:
  1. Upon the issuance of a Letter of Final Determination by the FEMA, the preliminary flood hazard data shall be used and replace all previously existing flood hazard data provided from FEMA for the purposes of administering these regulations.
  2. Prior to the issuance of a Letter of Final Determination by FEMA, the use of preliminary flood hazard data shall only be required where no base flood elevations and /or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in existing flood hazard data provided from FEMA. Such preliminary data may be subject to change and / or appeal to FEMA.
- D. The Floodplain Administrator shall make interpretations, where needed, as to the exact location of the flood boundaries and areas of special flood hazard. A person contesting the determination of the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 5.0, Appeals and Variances.
- E. Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations or flood protection elevations (as found on an elevation profile, floodway data table, established high water marks, etc.) shall prevail.

**3.12 Substantial Damage Determinations**

Damages to structures may result from a variety of causes including flood, tornado, wind, heavy snow, fire, etc. After such a damage event, the Floodplain Administrator shall:

- A. Determine whether damaged structures are located in special flood hazard areas;
- B. Conduct substantial damage determinations for damaged structures located in special flood hazard areas; and
- C. Make reasonable attempt to notify owners of substantially damaged structures of the need to obtain a floodplain development permit prior to repair, rehabilitation, or reconstruction.

Additionally, the Floodplain Administrator may implement other measures to assist with the substantial damage determination and subsequent repair process. These measures include issuing press releases, public service announcements, and other public information materials related to the floodplain development permits and repair of damaged structures; coordinating with other federal, state, and local agencies to assist with substantial damage determinations; providing owners of damaged structures materials and other information related to the proper repair of damaged structures in special flood hazard areas; and assist owners of substantially damaged structures with Increased Cost of Compliance insurance claims.

**SECTION 4.0: USE AND DEVELOPMENT STANDARDS FOR FLOOD HAZARD REDUCTION**

The following use and development standards apply to development wholly within, partially within, or in contact with any special flood hazard area as established in Section 1.6 or 3.11(A):

**4.1 Use Regulations**

**A. Permitted Uses**

All uses not otherwise prohibited in this section or any other applicable land use regulation adopted by Belmont County are allowed provided they meet the provisions of these regulations.

**B. Prohibited Uses**

1. Private water supply systems in all special flood hazard areas identified by FEMA, permitted under Section 3701 of the Ohio Revised Code.
2. Infectious waste treatment facilities in all special flood hazard areas, permitted under Section 3734 of the Ohio Revised Code.

**4.2 Water and Wastewater Systems**

The following standards apply to all water supply, sanitary sewerage and waste disposal systems not otherwise regulated by the Ohio Revised Code:

- A. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems;
- B. New and replacement sanitary sewerage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and,
- C. On-site waste disposal systems shall be located to avoid impairment to or contamination from them during flooding.

**4.3 Subdivisions and Large Developments**

- A. All subdivision proposals shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations;
- B. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;

- C. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and
- D. In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.
- E. The applicant shall meet the requirement to submit technical data to FEMA in Section 3.10(A)(1)(d) when a hydrologic and hydraulic analysis is completed that generates base flood elevations as required by Section 4.3(D).

#### **4.4 Residential Structures**

- A. New construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Where a structure, including its foundation members, is elevated on fill to or above the base flood elevation, the requirements for anchoring (4.4(A)) and construction materials resistant to flood damage (4.4(B)) are satisfied.
- B. New construction and substantial improvements shall be constructed with methods and materials resistant to flood damage.
- C. New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
- D. New construction and substantial improvement of any residential structure, including manufactured homes, shall have the lowest floor, including basement, elevated to or above the flood protection elevation. In Zone A and AO areas with no elevations specified, the structure shall have the lowest floor, including basement, elevated at least two feet above the highest adjacent natural grade.
- E. New construction and substantial improvements, including manufactured homes, that do not have basements and that are elevated to the flood protection elevation using pilings, columns, posts, or solid foundation perimeter walls with openings sufficient to allow unimpeded movement of flood waters may have an enclosure below the lowest floor provided the enclosure meets the following standards:
  - 1. Be used only for the parking of vehicles, building access, or storage; and
  - 2. be designed and certified by a registered professional engineer or architect to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters; or
  - 3. have a minimum of two openings on different walls having a total net area not less than one square inch for every square foot of enclosed area, and the bottom of all such openings being no higher than one foot above grade. The openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- F. Manufactured homes shall be affixed to a permanent foundation and anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
- G. Repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure, shall be exempt from the development standards of Section 4.4.

#### **4.5 Nonresidential Structures**

- A. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall meet the requirements of Section 4.4 (A) – (C) and (E) – (G).
- B. New construction and substantial improvement of any commercial, industrial or other non-residential structure shall either have the lowest floor, including basement, elevated to or above the level of the flood protection elevation; or, together with attendant utility and sanitary facilities, shall meet all of the following standards:
  - 1. Be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water to the level of the flood protection elevation;
  - 2. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and,
  - 3. Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Floodproofing Certificate, that the design and methods of construction are in accordance with Section 4.5(B)(1) and (2).

#### **4.6 Accessory Structures**

Relief to the elevation or dry floodproofing standards may be granted for accessory structures containing no more than 600 square feet. Such structures must meet the following standards:

- A. They shall not be used for human habitation;
- B. They shall be constructed of flood resistant materials;
- C. They shall be constructed and placed on the lot to offer the minimum resistance to the flow of flood waters;
- D. They shall be firmly anchored to prevent flotation;
- E. Service facilities such as electrical and heating equipment shall be elevated or floodproofed to or above the level of the flood protection elevation; and
- F. They shall meet the opening requirements of Section 4.4(E)(3);

#### **4.7 Recreational Vehicles**

Recreational vehicles must meet at least one of the following standards:

- A. They shall not be located on sites in special flood hazard areas for more than 180 days, or
- B. They must be fully licensed and ready for highway use, or
- C. They must meet all standards of Section 4.4.

#### **4.8 Above Ground Gas or Liquid Storage Tanks**

All above ground gas or liquid storage tanks shall be anchored to prevent flotation or lateral movement resulting from hydrodynamic and hydrostatic loads.

#### **4.9 Assurance of Flood Carrying Capacity**

Pursuant to the purpose and methods of reducing flood damage stated in these regulations, the following additional standards are adopted to assure that the reduction of the flood carrying capacity of watercourses is minimized:

##### **A. Development in Floodways**

- 1. In floodway areas, development shall cause no increase in flood levels during the occurrence of the base flood discharge. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that the proposed development would not result in any increase in the base flood elevation; or
- 2. Development in floodway areas causing increases in the base flood elevation may be permitted provided all of the following are completed by the applicant:
  - a. Meet the requirements to submit technical data in Section 3.10(A);
  - b. An evaluation of alternatives which would not result in increased base flood elevations and an explanation why these alternatives are not feasible;
  - c. Certification that no structures are located in areas which would be impacted by the increased base flood elevation;
  - d. Documentation of individual legal notices to all impacted property owners within and outside the community, explaining the impact of the proposed action on their property; and

- e. Concurrence of the Board of Commissioners, of Belmont County and the Chief Executive Officer of any other communities impacted by the proposed actions.

**B. Development in Riverine Areas with Base Flood Elevations but No Floodways**

1. In riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated, the cumulative effect of any proposed development, when combined with all other existing and anticipated development, shall not increase the base flood elevation more than 1.0 (one) foot at any point. Prior to issuance of a floodplain development permit, the applicant must submit a hydrologic and hydraulic analysis, conducted by a registered professional engineer, demonstrating that this standard has been met; or,
2. Development in riverine special flood hazard areas identified by FEMA where base flood elevation data are provided but no floodways have been designated causing more than one foot increase in the base flood elevation may be permitted provided all of the following are completed by the applicant:
  - a. An evaluation of alternatives which would result in an increase of one foot or less of the base flood elevation and an explanation why these alternatives are not feasible;
  - b. Section 4.9(A), items (a) and (c)-(e).

**C. Alterations of a Watercourse**

For the purpose of these regulations, a watercourse is altered when any change occurs within its banks. The extent of the banks shall be established by a field determination of the "bankfull stage." The field determination of "bankfull stage" shall be based on methods presented in Chapter 7 of the USDA Forest Service General Technical Report RM-245, Stream Channel Reference Sites: An Illustrated Guide to Field Technique or other applicable publication available from a Federal, State, or other authoritative source. For all proposed developments that alter a watercourse, the following standards apply:

1. The bankfull flood carrying capacity of the altered or relocated portion of the watercourse shall not be diminished. Prior to the issuance of a floodplain development permit, the applicant must submit a description of the extent to which any watercourse will be altered or relocated as a result of the proposed development, and certification by a registered professional engineer that the bankfull flood carrying capacity of the watercourse will not be diminished.
2. Adjacent communities, the U.S. Army Corps of Engineers, and the Ohio Department of Natural Resources, Division of Water, must be notified prior to any alteration or relocation of a watercourse. Evidence of such notification must be submitted to the Federal Emergency Management Agency.
3. The applicant shall be responsible for providing the necessary maintenance for the altered or relocated portion of said watercourse so that the flood carrying capacity will not be diminished. The Floodplain Administrator may require the permit holder to enter into an agreement with Belmont County specifying the maintenance responsibilities. If an agreement is required, it shall be made a condition of the floodplain development permit.
4. The applicant shall meet the requirements to submit technical data in Section 3.10(A)(1)(c) when an alteration of a watercourse results in the relocation or elimination of the special flood hazard area, including the placement of culverts.

**SECTION 5.0: APPEALS AND VARIANCES**

**5.1 Appeals Board Established**

- A. The Belmont County Board of Commissioners shall appoint an Appeals Board consisting of three members as appointed by the Board of Commissioners. The members shall serve [ 2 ] two year terms after which time they shall be reappointed or replaced by the Board of Commissioners. Each member shall serve until his/her successor is appointed.
- B. A chairperson shall be elected by the members of the Appeals Board. Meetings of the Appeals Board shall be held as needed and shall be held at the call of the Chairperson, or in his absence, the Acting Chairperson. All meetings of the Appeals Board shall be open to the public except that the Board may deliberate in executive sessions as part of quasi-judicial hearings in accordance with law. The Appeals Board shall keep minutes of its proceedings showing the vote of each member upon each question and shall keep records of all official actions. Records of the Appeals Board shall be kept and filed in the Belmont County Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950.

**5.2 Powers and Duties**

- A. The Appeals Board shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Floodplain Administrator in the administration or enforcement of these regulations.
- B. Authorize variances in accordance with Section 5.4 of these regulations.

**5.3 Appeals**

Any person affected by any notice and order, or other official action of the Floodplain Administrator may request and shall be granted a hearing on the matter before the Appeals Board provided that such person shall file, within thirty (30) days of the date of such notice and order, or other official action, a brief statement of the grounds for such hearing or for the mitigation of any item appearing on any order of the Floodplain Administrator's decision. Such appeal shall be in writing, signed by the applicant, and be filed with the Floodplain Administrator. Upon receipt of the appeal, the Floodplain Administrator shall transmit said notice and all pertinent information on which the Floodplain Administrator's decision was made to the Appeals Board.

Upon receipt of the notice of appeal, the Appeals Board shall fix a reasonable time for the appeal, give notice in writing to parties in interest, and decide the appeal within a reasonable time after it is submitted.

**5.4 Variances**

Any person believing that the use and development standards of these regulations would result in unnecessary hardship may file an application for a variance. The Appeals Board shall have the power to authorize, in specific cases, such variances from the standards of these regulations, not inconsistent with Federal regulations, as will not be contrary to the public interest where, owing to special conditions of the lot or parcel, a literal enforcement of the provisions of these regulations would result in unnecessary hardship.

**A. Application for a Variance**

1. Any owner, or agent thereof, of property for which a variance is sought shall make an application for a variance by filing it with the Floodplain Administrator, who upon receipt of the variance shall transmit it to the Appeals Board.
2. Such application at a minimum shall contain the following information: Name, address, and telephone number of the applicant; legal description of the property; parcel map; description of the existing use; description of the proposed use; location of the floodplain; description of the variance sought; and reason for the variance request.
- 3.: All applications for a variance shall be accompanied by a variance application fee set in the schedule of fees adopted by Belmont County Commissioners.

**B. Notice for Public Hearing**

The Appeals Board shall schedule and hold a public hearing within thirty (30) days after the receipt of an application for a variance from the Floodplain Administrator. Prior to the hearing, a notice of such hearing shall be given in one (1) or more newspapers of general circulation in the community at least ten (10) days before the date of the hearing.

**C. Public Hearing**

At such hearing the applicant shall present such statements and evidence as the Appeals Board requires. In considering such variance applications, the Appeals Board shall consider and make findings of fact on all evaluations, all relevant factors, standards specified in other sections of these regulations and the following factors:

1. The danger that materials may be swept onto other lands to the injury of others.
2. The danger to life and property due to flooding or erosion damage.

3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
4. The importance of the services provided by the proposed facility to the community.
5. The availability of alternative locations for the proposed use, which are not subject to flooding or erosion damage.
6. The necessity to the facility of a waterfront location, where applicable.
7. The compatibility of the proposed use with existing and anticipated development.
8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area.
9. The safety of access to the property in times of flood for ordinary and emergency vehicles.
10. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site.
11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

Variances shall only be issued upon:

1. A showing of good and sufficient cause.
2. A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the property. Increased cost or inconvenience of meeting the requirements of these regulations does not constitute an exceptional hardship to the applicant.
3. A determination that the granting of a variance will not result in increased flood heights beyond that which is allowed in these regulations; additional threats to public safety; extraordinary public expense, nuisances, fraud on or victimization of the public, or conflict with existing local laws.
4. A determination that the structure or other development is protected by methods to minimize flood damages.
5. A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

Upon consideration of the above factors and the purposes of these regulations, the Appeals Board may attach such conditions to the granting of variances as it deems necessary to further the purposes of these regulations.

#### **D. Other Conditions for Variances**

1. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
2. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items in Section 5.4(C)(1) to (11) have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
3. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

#### **5.5 Procedure at Hearings**

1. All testimony shall be given under oath.
2. A complete record of the proceedings shall be kept, except confidential deliberations of the Board, but including all documents presented and a verbatim record of the testimony of all witnesses.
3. The applicant shall proceed first to present evidence and testimony in support of the appeal or variance.
4. The administrator may present evidence or testimony in opposition to the appeal or variance.
5. All witnesses shall be subject to cross-examination by the adverse party or their counsel.
6. Evidence that is not admitted may be proffered and shall become part of the record for appeal.
7. The Board shall issue subpoenas upon written request for the attendance of witnesses. A reasonable deposit to cover the cost of issuance and service shall be collected in advance.
8. The Board shall prepare conclusions of fact supporting its decision. The decision may be announced at the conclusion of the hearing and thereafter issued in writing or the decision may be issued in writing within a reasonable time after the hearing.

#### **5.6 Appeal to the Court**

Those aggrieved by the decision of the Appeals Board may appeal such decision to the Belmont County Court of Common Pleas, as provided in Chapter 2506 of the Ohio Revised Code.

### **SECTION 6.0: ENFORCEMENT**

#### **6.1 Compliance Required**

- A. No structure or land shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged or altered without full compliance with the terms of these regulations and all other applicable regulations which apply to uses within the jurisdiction of these regulations, unless specifically exempted from filing for a development permit as stated in Section 3.9.
- B. Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with Section 6.3.
- C. Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications or amendments thereto. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with Section 6.3.

#### **6.2 Notice of Violation**

Whenever the Floodplain Administrator determines that there has been a violation of any provision of these regulations, he shall give notice of such violation to the person responsible therefore and order compliance with these regulations as hereinafter provided. Such notice and order shall:

- A. Be put in writing on an appropriate form;
- C. Include a list of violations, referring to the section or sections of these regulations that have been violated, and order remedial action which, if taken, will effect compliance with the provisions of these regulations;
- D. Specify a reasonable time for performance; Advise the owner, operator, or occupant of the right to appeal;
- E. Be served on the owner, occupant, or agent in person. However, this notice and order shall be deemed to be properly served upon the owner, occupant, or agent if a copy thereof is sent by registered or certified mail to the person's last known mailing address, residence, or place of business, and/or a copy is posted in a conspicuous place in or on the dwelling affected.

#### **6.3 Violations and Penalties**

Violation of the provisions of these regulations or failure to comply with any of its requirements shall be deemed to be a strict liability offense, and shall constitute a minor misdemeanor. Any person who violates these regulations or fails to comply with any of its requirements shall upon conviction thereof be fined or imprisoned as provided by the laws of Belmont County. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Belmont County from taking such other lawful

action as is necessary to prevent or remedy any violation. Belmont County shall prosecute any violation of these regulations in accordance with the penalties stated herein.

**SECTION 7.0: ADOPTION**

This Resolution shall take effect on the thirty-first day following the date of its adoption. Resolution adopted on February 2, 2005 is hereby repealed.

Adopted by the Board of County Commissioners on this 8th day of February, 2006.

Roll Call Vote:

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr., President

Gordie W. Longshaw /s/

Gordie W. Longshaw, Vice-President

Mark A. Thomas /s/

Mark A. Thomas

Attest:

Jayne Long /s/

Jayne Long, Assistant Clerk

**CERTIFICATION OF PUBLIC NOTICES**

In accordance with the Ohio Revised Code, Section 307.37 and 307.39, public hearings were held on **January 18, 2006, February 1, 2006 and February 8, 2006** at regular meetings of the Board of County Commissioners. Notice of these hearings was published once a week for two weeks immediately preceding the hearings in the Times Leader on **January 17, 2006, January 31, 2006 and February 7, 2006**. A notice of adoption and availability was published within ten days after adoption in the Times Leader on **February 15, 2006**.

CERTIFIED BY: Jayne Long, Assistant Clerk DATE: 2/8/06

(Name)

**Notice of Public Hearing**

A public hearing will be held regarding the proposed flood damage regulations for unincorporated areas of Belmont County pursuant to Ohio Revised Code 307.37 (C) whereby the Board shall make the proposed regulations available to the public.

The hearing will be held at 1:00 p.m. Wednesday, January 18, 2006, Wednesday, February 1, 2006 and Wednesday, February 8, 2006 at the offices of the Board of Belmont County Commissioners, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950.

**Times Leader Advertise (3) Tuesdays, January 17, 2006, January 31, 2006, and February 7, 2006.**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING  
TRAVEL EXPENDITURES FOR THE  
DIRECTOR OF BELMONT CO. DEPT.  
OF JOB & FAMILY SERVICES**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve Dwayne Pielech, Director of the Dept. of Job & Family Services, travel expenditures for the year 2005. This will be for a total amount of \$3,054.47.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 2:49 P.M.**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adjourn the meeting at 2:49 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 15th day of February, 2006.

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

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We, Charles R. Probst, Jr., and Jayne Long, President and Assistant 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

\_\_\_\_\_ ASSISTANT CLERK