

\*per authorization

IN THE COURT OF COMMON PLEAS  
TRUMBULL COUNTY, OHIO

STATE OF OHIO, *ex rel.*, JIM PETRO,  
ATTORNEY GENERAL,

Relator,

v.

BOARD OF COMMISSIONERS FOR  
TRUMBULL COUNTY, OHIO,

Respondent, Third Party  
Plaintiff, and Counter-  
Claimant,

v.

BOARD OF HEALTH FOR TRUMBULL  
COUNTY, OHIO,

Third Party Defendant.

:  
: Case No. 2002-CV-825  
:  
: Judge W. Wyatt McKay  
:  
:  
: **CONSENT ORDER**  
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WHEREAS, Relator State of Ohio, by its Attorney General, (hereinafter the "Relator" or the "State of Ohio") and the Respondent, Third Party Plaintiff and Counter-Claimant Trumbull County Board of Commissioners (hereinafter the "Respondent" or the "Board"), hereby agree to the entry of this Consent Order in order to resolve the allegations in the Relator's Complaint.

NOW THEREFORE, without trial or admission of any issue of law or of fact, and upon the consent of the Relator and the Board hereto, it is hereby **ORDERED, ADJUDGED** and **DECREED** as follows:

**I. JURISDICTION AND VENUE**

1. Relator and the Board agree that the Court has jurisdiction and venue over them for purposes of enforcing the terms and conditions of this Consent Order.

## **II. PARTIES BOUND**

2. The provisions of this Consent Order shall apply to and be binding upon the Relator and the Board in accordance with Civil Rule 65(D). No change in the membership of the Trumbull County Board of Commissioners shall operate to limit, extend or otherwise modify the Board's obligations hereunder. The Board shall inform each contractor, subcontractor and consultant it employs to perform the work itemized herein of the Board's obligations hereunder, including the applicable deadlines, and the Board shall take sufficient contractual measures to ensure that all work performed hereunder by contractors, subcontractors and consultants acting on behalf of the Board meets all applicable deadlines set forth herein, subject to the provisions of Section X.

## **III. SATISFACTION OF LAWSUIT AND RESERVATION OF RIGHTS**

3. This Consent Order is necessitated by alleged widespread unsanitary conditions existing in an area located in Trumbull County, known as McKinley Heights, which drains into an unnamed tributary to the Mahoning River at River Mile 27.85. Relator alleges in its Complaint that the Board has failed in violation of R.C. 6117.34 to address the unsanitary conditions and failed to comply with previous orders issued by Ohio EPA on November 29, 1995, relating to the same unsanitary conditions. Compliance with the terms of this Consent Order shall constitute full satisfaction of any alleged civil liability by the Board for the allegations set forth in the Relator's Complaint.

4. Nothing in this Consent Order shall be construed so as to limit the authority of the State of Ohio to seek relief against other appropriate persons for claims or conditions alleged in the Complaint. Nothing in the Consent Order shall be construed so as to limit the authority of the State of Ohio to seek relief against the Board or other appropriate persons for violations not

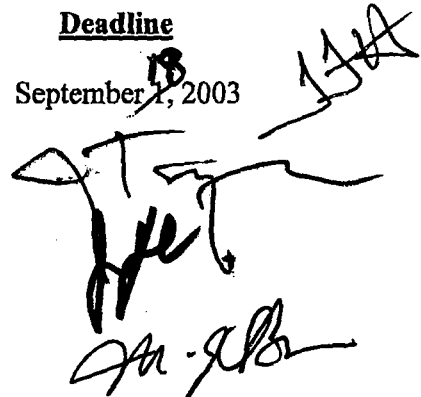
alleged in the Complaint, including violations which occur after the filing of the Complaint. Nor shall anything in this Consent Order limit the right of the Board to any defenses it may have against such claims. Similarly, nothing in this Consent Order shall be construed so as to limit the authority of the State of Ohio to undertake any action against the Board necessary to eliminate or mitigate conditions that may present a threat to the public health, welfare or the environment. The parties have attached Attachment A, in which they have identified additional areas of McKinley Heights where central sewers are to be constructed. Nothing herein shall limit the authority of the State of Ohio to take action as necessary against the Board to address widespread unsanitary conditions in other areas of McKinley Heights not addressed herein, and nothing herein shall limit the right of the Board to assert any defenses it may have against such claims.

#### IV. INJUNCTION

5. The Board is hereby ORDERED to abate the alleged unsanitary conditions in the McKinley Heights area by constructing central sewers to serve the properties and streets identified in Attachment A hereto, within the deadlines contained in the Compliance Schedule set forth in Section V. The Board is also hereby ORDERED to exercise all authorities under R.C. 6117.51 and the laws of the State of Ohio to require that property owners who are provided access to the new central sewers abandon their on-site disposal systems and otherwise connect to the central sewers constructed by the Board.

#### V. COMPLIANCE SCHEDULE

<u>Task</u>	<u>Deadline</u>
a. Submit to Ohio EPA an approvable General Plan for central sewers to serve the McKinley Heights properties and streets identified in Attachment A. The General Plan shall, at a minimum, address the items listed in paragraph 6 of this Consent Order.	September 18, 2003

The block contains several handwritten signatures and initials. At the top right, there is a signature that appears to be "J. H. H.". Below it, there is a large, stylized signature that looks like "J. H. H.". At the bottom, there is another signature that appears to be "J. H. H.". There are also some initials and scribbles scattered around the signatures.

b. Submit approvable PTI application(s) and drawings for central sewers to serve the McKinley Heights properties and streets identified in Attachment A.

September 1, 2004

c. Commence construction of central sewers to serve the McKinley Heights properties and streets identified in Attachment A.

November 1, 2005

d. Complete construction of central sewers to serve the McKinley Heights properties and streets identified in Attachment A.

August 1, 2007

e. Notify Ohio EPA of the completion of construction and provide a written list to Ohio EPA of the addresses of existing homes, businesses and other occupied structures or buildings to be served by the new central sewers constructed for the McKinley Heights properties and streets identified in Attachment A.

September 1, 2007

f. Submit written certification to Ohio EPA stating that all occupied structures located in the McKinley Heights properties and streets identified in Attachment A have been disconnected from private sewage systems and connected to the new central sewers, or, if not all connections have been completed, submit to Ohio EPA a list of all occupied properties not yet connected and a written demonstration that the Board has initiated legal action under R.C. 6117.51 or other Ohio laws to compel the remaining properties to connect to the new sewers.

September 1, 2008

6. At a minimum, the General Plan referred to above shall address (i) the proposed locations of central sewer lines and any lift stations to serve the McKinley Heights properties and streets identified in Attachment A and, if appropriate, the location of any proposed centralized collection and treatment facilities; (ii) cost estimates for the proposed improvements and a cost-effectiveness analysis of the alternatives based on total present worth, (iii) the financial mechanisms to be used to fund the proposed improvements, future operation and maintenance,

and future replacement costs, and (iv) a proposed schedule for preparing and issuing bid documents, and reviewing and awarding bids.

#### **VI. REPORTING REQUIREMENT**

7. All applications, notices and other submittals required under this Consent Order shall be submitted to:

Ohio EPA  
Northeast District Office  
Division of Surface Water  
2110 East Aurora Road  
Twinsburg, Ohio 44087-9171  
Attn: Pete Killmer (or his Successor)

#### **VII. COMPLIANCE NOT DEPENDENT ON GRANTS OR LOANS**

8. The Board agrees that its performance with the terms of this Consent Order is not conditioned on the receipt of any federal or state grant, loan or funds, and that its performance is not excused by the failure to obtain or shortfall of any federal or state grant, loan or funds, or by the processing of any applications for the same. Relator stipulates that the Board's agreement under this paragraph is solely for purposes of completing the work required under this Consent Order, and shall not be construed as an admission or waiver of the Board's right to assert the contrary in the Counterclaim and the Third Party Complaint that is pending in this action nor otherwise admitted as evidence therein.

#### **VIII. STIPULATED PENALTIES**

9. If the Board fails to meet any of the compliance deadlines set forth in Section V, the Board shall pay a stipulated penalty according to the following schedule:

- (a) For each day of failure to meet a compliance deadline up to thirty (30) days – two hundred dollars (\$200) per day per deadline not met;

- (b) For each day of failure to meet a compliance deadline from thirty-one (31) to sixty days (60) – four hundred dollars (\$400) per day per deadline not met; and
- (c) For each day of each failure to meet a compliance deadline beyond (61) days – seven hundred dollars (\$700) per day per deadline not met.

10. Any payment required to be made under paragraph 9 shall be made by delivering to Jena Suhadolnik, or her successor, at Ohio EPA, 30 East Broad Street, 25<sup>th</sup> Floor, Columbus, Ohio 43215, a certified check or checks, made payable to "Treasurer, State of Ohio" for the appropriate amounts within forty-five (45) days from the date of failing to meet the applicable deadline of this Consent Order. Each check shall also be accompanied by a letter from the Board that identifies the case caption and case number of this action, and specifies the deadline(s) of the Consent Order not met, the date(s) during which the deadline was not met, and the date when the deadline was achieved.

#### **IX. MISCELLANEOUS**

11. Nothing in this Consent Order shall affect the Board's obligations to comply with all applicable federal, state or local laws, regulations, rules or ordinances. The Board shall obtain all federal, state, or local permits necessary to comply with this Consent Order.

#### **X. POTENTIAL FORCE MAJEURE**

12. If any event occurs which causes or may cause a delay in the Board's compliance with any requirement of this Consent Order, the Board shall notify the Ohio EPA in writing within ten (10) days from when the Board knew, or by the exercise of due diligence should have known, of the event. The notification to Ohio EPA shall describe in detail the anticipated length of the delay, the reasons for the delay, the measures taken and to be taken by the Board to

prevent or minimize the delay, and the timetable by which those measures will be implemented. The Board shall adopt all reasonable measures to avoid or minimize any such delay.

13. In any action by the Relator to enforce any of the provisions of this Consent Order, the Board may raise that it is entitled to a defense that its conduct was caused by reasons beyond its reasonable control such as, by way of example and not limitation, acts of God, strikes, acts of war or civil disturbances. While the Relator does not agree that such a defense exists, it is, however, hereby agreed upon by the Board and the Relator that it is premature at this time to raise and adjudicate the existence of such a defense and that the appropriate point at which to adjudicate the existence of such a defense is at the time, if ever, that a proceeding to enforce this Consent Order is initiated by the Relator. At that time, the Board will bear the burden of providing that any delay was or will be caused by circumstances beyond the reasonable control of the Board. Unanticipated or increased costs associated with the implementation of any action required by this Consent Order, or a change in the Board's financial circumstances, shall not constitute circumstances beyond the reasonable control of the Board or serve as a basis for an extension of time under this Consent Order except upon agreement of the parties or by order of the Court. Failure by the Board to timely comply with the notice requirements of this Section shall render this Section void and of no force and effect as to the particular incident involved and shall constitute a waiver of the Board's right to request an extension of its obligations under this Consent Order based on such incident. An extension of one date based on a particular incident does not mean that the Board qualifies for an extension of a subsequent date or dates. The Board must make an individual showing of proof regarding each incremental step or other requirement for which an extension is sought. Acceptance of this Consent Order with a Potential Force



Majeure Clause does not constitute a waiver by the Board of any rights it may have under applicable law.

**XI. RETENTION OF JURISDICTION AND TERMINATION**

14. The Court will retain jurisdiction of this Consent Order for the purpose of administering or enforcing compliance with the terms and conditions herein, and to resolve any dispute that arises between the parties regarding the Consent Order. This Consent Order shall terminate upon a joint stipulation of dismissal filed by the Relator and the Board stating that all of the occupied structures in the McKinley Heights properties and streets identified in Attachment A have been connected to the new central sewers, or upon granting of a motion under Civil Rule 60(B).


**XII. COSTS**

15. The parties shall bear their own court costs, if any, in this action.

**XIII. ENTRY OF CONSENT ORDER AND FINAL JUDGMENT BY CLERK**

16. Upon the signing of this Consent Order by the Court, the clerk is hereby directed to enter it upon the journal. Within three (3) days of entering the judgment upon the journal, the clerk is hereby directed to serve upon all parties notice of the judgment and its date of entry upon the journal in the manner prescribed by Rule 5(B) of the Ohio Rules of Civil Procedure and note the service in the appearance docket.

**SO ORDERED**

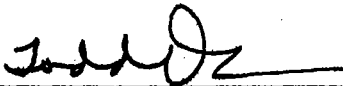
  
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Judge W. Wyatt McKay  
Trumbull County Court of Common Pleas

12/1/03  
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Date

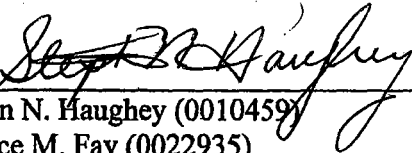
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TRUMBULL COUNTY

**SO APPROVED**

**RELATOR STATE OF OHIO *ex rel.***  
**JIM PETRO,**  
**ATTORNEY GENERAL**

  
\_\_\_\_\_  
Todd K. DeBoe (0072034)  
Sherry L. Mowry (0074494)  
Teri J. Finfrock (0037903)  
Assistant Attorneys General  
Environmental Enforcement Section  
30 East Broad Street, 25<sup>th</sup> Floor  
Columbus, OH 43215-3428  
(614) 466-2766  
*Attorneys for the Relator*

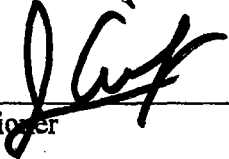
**BOARD OF COMMISSIONERS FOR**  
**TRUMBULL COUNTY, OHIO**

  
\_\_\_\_\_  
Stephen N. Haughey (0010459)  
Terrence M. Fay (0022935)  
David A. Meyer (0066970)  
**FROST BROWN TODD LLC**  
201 E. Fifth Street, Suite 2200  
Cincinnati, OH 45202  
(513) 651-6800

**CO-COUNSEL**  
James M. Brutz (0011144)  
Assistant Prosecuting Attorney  
Trumbull County, OH  
842 Youngstown-Kingsville Road  
Vienna, OH 44473  
(330) 675-7759  
*Attorneys for the Respondent Board of  
County Commissioners*

*See Journal #119, Page # 9589*  
*dated September 17, 2003 (copy attached)*

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

Attachment "A"

McKinley Heights Phase II Sewers

U.S. Route 422, (aka Youngstown Warren Road) from First Street (plotted only street) at McMenamy's Restaurant northwest to Anderson-Morris Road and beyond to 745 Youngstown Warren Road.

Wabash Avenue, from U.S. Route 422 northeast to dead end of street.

North Bellwood Avenue, from Robbins Avenue to intersection with U.S. Route 422.

South Glenwood Avenue, from intersection at Robbins Avenue south to dead end of street.

Garland Avenue, from U.S. Route 422 northeast to Gardenland Avenue.

Tibbetts-Wick, from intersection at U.S. 422 east to grade break near intersection at Rachael Avenue.

Rachel Avenue, starting at intersection at Gardenland Avenue until dead end of the street ( if it can be sewered by gravity into existing Gardenland Avenue sewer to be verified in the field).

Ethel Avenue, from intersection at Gardenland Avenue until dead end of the street.

Garfield Avenue, from Robbins Avenue north to Ohio Street.

North Glenwood Avenue, from Robbins Avenue north to Ohio Street.

Ohio Street, from U.S. 422 west to Lincoln-10<sup>th</sup> Street.



**AGENDA**  
**REGULAR MEETING – SEPTEMBER 17, 2003**

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1. To dispense with reading the minutes of the Regular Meeting, dated September 10, 2003.
2. To approve the bills, as per the individual departmental purchase orders/invoices forwarded to the Trumbull County Auditor for payment, providing all procedures of State law have been followed.
3. To authorize a member of the Board of Trumbull County Commissioners to sign (countersign), on behalf of the Trumbull County Department of Job and Family Services, the contracts, per list dated September 11, 2003, per the recommendation of Barbara Armour, Program Administrator.  
**NOTE:** These contracts create six (6) training opportunities, at a total cost of \$32,696.00.
4. To approve the Agreement listed, entered into between the **TRUMBULL COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES** and the **TRUMBULL COUNTY FAMILY AND CHILDREN FIRST COUNCIL**, 347 North Park Avenue, Warren, Ohio 44481; Funds are available through the Cluster Pooled Fund—*No County Revenue funds requested*; this action per the recommendation of the Trumbull County Department of Job and Family Services, and subject to the approval of the Trumbull County Prosecutor's Office.
  - **Trumbull County Cluster Pooled Fund**  
This Agreement provides services to children with multiple problems and their families whose income is at or below 300% of the federal poverty level for a term of July 1, 2003 through June 30, 2004, for an amount not to exceed \$10,000.00.

5. **To enter into an Agreement with CT CONSULTANTS, INC., Engineers, Architects, and Planners, 35000 Kaiser Court, Willoughby, OH 44094, for professional services relating to the development of a Storm Water Utility for Trumbull County;** this action per the recommendation of the Trumbull Soil and Water Conservation District. The basic scope of services would include establishing the purpose of the Storm Water Utility; including the appointment of a Technical Committee, Storm Water Utility Board, inventory of service providers and establishment of a Storm Water Utility. **The services will be performed for a not-to-exceed fee of \$23,700.00.**

**NOTE:** The Storm Water Utility will be used as a designated funding source for implementation of the Trumbull County Water Management Program, the result of unfunded federal mandate from U.S. EPA to promote better water quality.

**SPECIAL NOTE:** Fees for this contract will be paid into Trumbull County funds from the various 16 entities within Trumbull County.

6. **To grant permission to the Trumbull County Engineer to close the Roads listed;** this action per the recommendation of the Trumbull County Engineer.

- **Tibbetts Corners Wick Road (C.H. 28), located in Liberty Township,** approximately 150' east of State Route 193; Road closing necessary for Culvert Replacement. **Closing effective Wednesday, September 17, 2003 and Thursday, September 18, 2003.**

**RECOMMENDED DETOUR:** North on State Route 193, east of Crews Hood Road (C.H. 34), south on Sodum Hutchings Road (C.H. 45), west on Tibbetts Corners Wicks Road (C.H. 28).

- **Hallock Young Road (C.H. 86), located in Newton Township,** approximately two miles east of State Route 534; Road closing necessary for Culvert Replacement. **Closing effective Tuesday, September 16, 2003.**

**RECOMMENDED DETOUR:** North on State Route 534, east on Carson Salt Springs Road (T.H. 72), south on Newton Falls Tomlinson Road (T.H. 99), west on Hallock Young Road (C.H. 86).

- **North Park Avenue (C.H. 263C), located on Mecca and Bristol Township Line,** approximately 400' south of State Route 88; Road closing necessary for Culvert Replacement. **Closing effective Monday, September 15, 2003.**

**RECOMMENDED DETOUR:** West on State Route 88, south on Thompson Clark Road (C.H. 239), east on Hyde Shaffer Road (C.H. 242), north on North Park Avenue (C.H. 263).

7. **To concur with the Trumbull County Engineer to grant a permit to UTILITY CONTRACTING, INC., P.O. Box 2367, Youngstown, OH 44509, to bore under and work in the right-of-way of West Liberty Street (C.H. 1103A), in order to install water and sewer service lines. This will be located approximately 425' south of Salt Springs Road in Weathersfield Township; necessary permit fee has been submitted, and approval is subject to the conditions listed on said permit.**
  
8. **To concur with the Trumbull County Engineer to grant permission to the Hartford Apple Festival Committee to close 5-Points-Hartford Road from Bushnell-Campbell Road east to Route 7, on Saturday, September 20, 2003, from 5:30 p.m. until the festival parade begins at approximately 6:00 p.m.; the Hartford Township Police Department (*as well as other adjoining police departments*) will handle traffic control; this action per the request of the Hartford Apple Festival Committee, and the approval of the Trumbull County Engineer.**
  
9. **To enter into an Engineering Agreement with THOMAS FOK & ASSOCIATES, LIMITED, 3819 Mahoning Avenue, Youngstown, OH 44515, for Professional Services to perform the Phase II Engineering of GRE 7 Bridge Replacement Project, located in Greene Township; Cost for said Engineering Services in the amount of \$49,985.00 with additional items listed (As Authorized) that amount to be \$37,667.00, with the total amount \$87,652.00, to be paid for from the County Engineer's Fund No. 01-002-030-1722-5610; this action per the recommendation of the Trumbull County Engineer; and the Agreement is subject to the approval of the Prosecutor's Office.**  
**NOTE:** Thomas Fok & Associates, Limited was chosen as the most qualified to perform the engineering services for this Project based on a review by the County Engineer's Office of "Statement of Qualifications" submitted. County Engineer published Notices in the local newspaper for Engineering Services. Said procedure is in compliance with Ohio's Design Professional Selection Law ORC 153.65-71.  
**SPECIAL NOTE:** The Trumbull County Engineer also received Statement of Qualifications from five other companies.

10. To Award the lowest and best bid as submitted by USA CONCRETE SPECIALISTS, INC., 145 Nulf Drive, Columbiana, OH 44408, in the amount of \$34,450.00, for the Handicapped-Accessible Curb Ramp Project for the installation of 52 ODOT approved curb ramps along Liberty and Main Streets in the City of Hubbard; and enter into a contract with USA CONCRETE SPECIALIST, INC. for said Project; this action per the recommendation of the Trumbull County Planning Commission and subject to the approval of the Trumbull County Prosecutor's Office. The Trumbull County Commissioners allocated \$29,000.00 from the FY2002 County Formula Community Development Block Grant Program to the City of Hubbard in order to carry out the Handicapped-Accessible Curb Ramp Project.

**NOTE:** Hubbard City is awarded an annual allocation through FY2002 CDBG Formula Program due to its "Acquired City" status. The Hubbard City Council has agreed to fund the contract costs exceeding the allocated amount of 29,000.00.

**BIDS SUBMITTED**

<i>BIDDER</i>	<i>AMOUNT</i>
<b>PERK COMPANY, INC.</b> 145 Nulf Drive Columbiana, OH 44408	<b>\$99,050.00</b>
<b>ATEC CONSTRUCTION, INC.</b> 29 Overhill Road Boardman, OH 44512	<b>\$38,660.00</b>
<b>PROJECT ENGINEER'S ESTIMATE</b>	<b>\$56,119.74</b>

11. To adopt a Resolution authorizing the NORTHEAST OHIO JOINT OFFICE OF ECONOMIC DEVELOPMENT (the "JOED") to enter into an Agreement for Purchase of Services with NORTHEAST OHIO TRADE & ECONOMIC CONSORTIUM ("NEOTEC"); for a term commencing January 1, 2004 and ending December 31, 2004, with a change providing an automatic renewal beginning in 2004; this Agreement is subject to the approval of the Trumbull County Prosecutor's Office.

**NOTE:** Under the proposed revision, the Agreement would automatically renew every year unless the JOED Counties took action not to renew the Agreement.

NEOTEC is to provide notice to the Counties regarding the renewal of the Agreement every year prior to September 1<sup>st</sup>.



12. To Amend the Journal Action taken by the Board of Trumbull County Commissioners on July 17, 2002, recorded in Journal Volume 116, Page 8694, with regard to authorizing the Trumbull County Data Processing Department to upgrade the Corel Word Perfect at a total cost of \$11,875.00, under the Ohio State Purchasing Agreement, CLPUA-NA-CG-100486; Amended Journal Action will change the vendor from Corel Corporation to CDW-G Corporation, 75 Remittance Drive, Suite 1515, Chicago, IL 60675-1515 to migrate to MS Word for 25 users at a cost of \$8,885.00—no additional monies will be needed since purchase order #619744 is still outstanding pursuant to the original Journal Action of July 17, 2002; this action per the recommendation of Linda Syper, MIS Director, and the approval of the Data Board at their meeting on August 4, 2003.

**NOTE:** In order to get the Prosecutor's Office functioning, we need to migrate to MS Word.

**SPECIAL NOTE:** Corel Word Perfect is not network friendly. Payment was never given to Corel Corporation. The software was never successfully migrated to the computers due to incompatibility with our existing network. Without success the data center could not implement the approved software.

13. To adopt a resolution to proclaim the month of October 2003, as **"DIVERSITY WORKS 2003"**, in Trumbull County, Ohio.

**NOTE:** *"Diversity refers to the mosaic of people who bring a variety of backgrounds, styles, perspectives, values, and beliefs as assets to the groups and organizations with which they interact." In the workplace, diversity refers to the range of individual perspectives and approaches to work associated with those differences. The Partners for Workplace Diversity is a cooperative effort among organizations in the Valley to develop responses to diversity issues in area workplaces. Goals are: 1) Recognize the value of diversity in the workplace; Recognize the competitive advantages of our diverse Valley for building teams, cooperation, and quality of work-life; 2) Develop openness to new principles, concepts, and information regarding diversity issues; 3) Develop capacities and knowledge related to diversity and community as they are enacted in Valley workplaces; and 4) Create a network for continuing dialogue on work and diversity with area business, professional, civic, and labor groups; Promote the contributions of employees and stakeholders to economic success and community growth.*

14. To receive and place on file the Report submitted by the Trumbull County Sheriff, in compliance with Ohio Revised Code Section 311.16, for fines and costs collected from criminal prosecutions, executions or otherwise, for the period of September 1, 2002, through August 31, 2003.

Civil Fees	\$ 97,609.54
Criminal Fees	\$ 5,562.05
<b>TOTAL:</b>	<b>\$103,171.59</b>

15. To authorize the Veterans' Service Commission to purchase a vehicle for use by their Agency; the vehicle (2003 Ford Taurus Model #P53) will be purchased through the STATE OF OHIO PURCHASING PROGRAM, Department of Administrative Services; the completed package will cost \$13,429.00, and be paid for with funds from the Veterans' Service Commission -No General Revenue Funds requested; this vehicle will replace a 1986 Pontiac which is in poor condition, and not safe for use; this action per the recommendation of the Vehicle Operations Manager and the Veterans' Service Commission.

- **State Purchasing Contract No. OT905903**  
Vendor: 32 Ford Mercury, Inc.  
610 W. Main Street, Batavia, OH 45103  
\$13,429.00  
~~2003 Ford Taurus Model #P53~~

16. To enter into a CONSENT ORDER with the STATE OF OHIO for the abatement of a health nuisance and the construction of sanitary sewers in an area known as McKinley Heights (Second Phase) in Weathersfield Township as shown in Attachment A of the order; per the recommendation of the Trumbull County Sanitary Engineer and the Trumbull County Prosecutor's Office.

**NOTE:** The Consent Order is the result of negotiations with the State of Ohio and Trumbull County Board of Health involving Case No. 2002-CV-825 in the Court of Common Pleas, Trumbull County, Ohio. This order and the ultimate construction of sanitary sewers are necessitated by alleged unsanitary conditions in this area.

**17. Pursuant to Ohio Revised Code Section 5705.14, to transfer monies, listed.**

<b>FROM:</b>	<b>TO:</b>	<b>AMOUNT:</b>
<b>01-049-070-5000-7211</b> Interfund Reimbursement Enterprise Zone Program	<b>01-001-5000-09611</b> Pay-In Code General Fund	<b>\$ 7,543.76</b>
<b>01-604-030-3030-7010</b> Transfer Out Four Twp. Water Dist.Rev.Fund	<b>01-606-3030-13010</b> Pay-In Code Brookfield Water Dist.Rev.Fund	<b>\$37,580.71</b>
<b>01-608-030-3030-7010</b> Transfer Out Hubbard Water Dist.Rev.Fund	<b>01-606-3030-13010</b> Pay-In Code Brookfield Water Dist.Rev.Fund	<b>\$ 2,926.07</b>

**18. To transfer appropriations, listed:**

<b>FROM:</b>	<b>TO:</b>	<b>AMOUNT:</b>
<b>01-058-050-3163-5500-04</b> Contracted Services TJFS-Children & Family First	<b>01-058-050-3163-7200-04</b> Interfund Transfer TJFS-Children & Family First	<b>\$ 3,458.00</b>
<b>01-058-050-3163-5500-03</b> Contracted Services TJFS-Children & Family First	<b>01-058-050-3163-6500-03</b> Refunds & Reimbursements TJFS-Children & Family First	<b>\$ 625.10</b>
<b>01-232-012-2000-7000</b> Interfund Transaction Drug Court Planning Initiative	<b>01-232-012-2000-5700</b> Travel & Expense Drug Court Planning Initiative	<b>\$ 1,102.50</b>
<b>01-104-050-2310-5154</b> Workers Compensation Senior Rights & Advocacy	<b>01-104-050-2310-5157</b> Hospitalization & Life Ins. Senior Rights & Advocacy	<b>\$ 7,000.00</b>
<b>01-104-050-2310-5604</b> Professional Service Senior Rights & Advocacy	<b>01-104-050-2310-6610</b> Leases & Rentals Senior Rights & Advocacy	<b>\$ 4,700.00</b>
<b>01-103-020-2032-5200-04</b> Supplies CBCF Grant	<b>01-103-020-2032-5500-04</b> Contracted Services CBCF Grant	<b>\$21,247.00</b>

**Appropriation Transfers continued on next page.**

**18. APPROPRIATION TRANSFERS (Cont'd.)**

<b>FROM:</b>	<b>TO:</b>	<b>AMOUNT:</b>
<b>01-103-020-2032-5300-04</b> Maintenance Materials CBCF Grant	<b>01-103-020-2032-5500-04</b> Contracted Services CBCF Grant	<b>\$ 6,815.00</b>
<b>01-103-020-2032-5700-04</b> Travel & Expense CBCF Grant	<b>01-103-020-2032-5500-04</b> Contracted Services CBCF Grant	<b>\$ 2,623.00</b>
<b>01-103-020-2032-5700-04</b> Travel & Expense CBCF Grant	<b>01-103-020-2032-5600-04</b> Professional Services CBCF Grant	<b>\$ 1,284.00</b>
<b>01-103-020-2032-5700-04</b> Travel & Expense CBCF Grant	<b>01-103-020-2032-6800-04</b> Miscellaneous CBCF Grant	<b>\$ 850.00</b>
<b>01-610-030-3030-5400</b> Capital Outlay Mosquito Creek Water Rev.	<b>01-610-030-3030-5800</b> Pmt. to Other Gov./Agencies Mosquito Creek Water Rev.	<b>\$12,500.00</b>
<b>01-610-030-3030-5300</b> Maintenance Materials Mosquito Creek Water Rev.	<b>01-610-030-3030-5800</b> Pmt. To Other Gov./Agencies Mosquito Creek Water Rev.	<b>\$12,000.00</b>
<b>01-605-030-3020-7000</b> Interfund Transactions Mosquito Creek Sewer District	<b>01-605-030-3020-6500</b> Refunds & Reimbursements Mosquito Creek Sewer District	<b>\$42,500.00</b>
<b>01-600-030-3011-5600</b> Professional Services Sanitary Engineer	<b>01-600-030-3011-5500</b> Contracted Services Sanitary Engineer	<b>\$ 3,000.00</b>
<b>01-600-030-3011-5200</b> Supplies Sanitary Engineer	<b>01-600-030-3011-5500</b> Contracted Services Sanitary Engineer	<b>\$10,000.00</b>
<b>01-601-030-3020-5400</b> Capital Outlay Metro Sewer District	<b>01-601-030-3020-5300</b> Maintenance Materials Metro Sewer District	<b>\$13,000.00</b>

**Appropriation Transfers continued on next page.**

**18. APPROPRIATION TRANSFERS (Cont'd.)**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>01-601-030-3020-5800</b> Pmt. To Other Gov./Agencies Metro Sewer District	<b>01-601-030-3020-6300</b> Judgments & Damages Metro Sewer District	<b>\$350,000.00</b>
<b>01-010-020-1080-5500</b> Contracted Services Dog Kennel	<b>01-010-020-1080-5157</b> Hospitalization & Life Insurance Dog Kennel	<b>\$ 1,266.00</b>
<b>01-010-020-1080-5300</b> Maintenance Materials Dog Kennel	<b>01-010-020-1080-5157</b> Hospitalization & Life Insurance Dog Kennel	<b>\$ 1,250.00</b>
<b>01-001-020-1400-5216</b> Subscriptions Sheriff	<b>01-001-020-1400-5210</b> Ammunition Sheriff	<b>\$ 18.50</b>
<b>01-001-020-1400-5530</b> Mailing Services Sheriff	<b>01-001-020-1400-5201</b> Supplies Sheriff	<b>\$ 150.00</b>
<b>01-001-020-1400-5530</b> Mailing Services Sheriff	<b>01-001-020-1400-5302</b> Supplies-Equip.Maint. Sheriff	<b>\$ 150.00</b>
<b>01-001-020-1400-5203</b> Postage Sheriff	<b>01-001-020-1400-5507</b> Computer Services Sheriff	<b>\$ 1,800.00</b>
<b>01-001-020-1400-5151</b> PERS Sheriff	<b>01-001-020-1400-6512</b> Refunds & Reimbursements Sheriff	<b>\$ 2,983.00</b>
<b>01-001-020-1400-5151</b> PERS Sheriff	<b>01-001-020-1415-5120</b> Salaries-Jail Sheriff	<b>\$150,000.00</b>
<b>01-001-120-1000-6810</b> Contingencies	<b>01-001-011-1030-5510</b> Cont.Serv.- Gen.Maint.(Emerg.Rpr.)	<b>\$ 1,000.00</b>

**Appropriation Transfers continued on next page.**

# 18. APPROPRIATION TRANSFERS (Cont'd.)

FROM	TO	AMOUNT
01-001-120-1000-6810 Contingencies	01-001-011-1030-5510 Cont.Serv.- Gen.Maint.(Emerg.Rpr.)	\$ 5,000.00
01-001-020-1070-5157 Hospitalization & Life Insurance Building Inspection Department	01-001-020-1070-5151 Salaries Building Inspection Department	\$ 8,330.96
01-001-050-5210-5913 Financial Aid-Grave Markers Veterans Service Commission	01-001-050-5200-5120 Salaries Veterans Service Commission	\$ 1,122.83
01-001-050-5210-5913 Financial Aid-Grave Markers Veterans Service Commission	01-001-050-5200-5151 PERS Veterans Service Commission	\$ 1,231.41
01-001-050-5210-5806 Memorial Day Expenses Veterans Service Commission	01-001-050-5210-5151 PERS Veterans Service Commission	\$ 4,008.13
01-001-050-5210-5913 Financial Aid-Grave Markers Veterans Service Commission	01-001-050-5210-5151 PERS Veterans Service Commission	\$ 211.49
01-001-012-2300-6620 Leases & Rentals Probate Court	01-001-012-2300-5216 Supplies-Books Probate Court	\$ 62.00
01-001-020-1600-5157 Hospitalization & Life Insurance Coroner	01-001-020-1600-5151 PERS Coroner	\$ 8,532.93
01-001-012-2010-5201 Office Supplies Common Pleas-General Division	01-001-012-2010-5302 Maint. Materials-Equip. Maint. Common Pleas-General Div.	\$ 43.24
01-001-011-5000-5154 Workers Compensation Planning Commission	01-001-011-5000-5120 Salaries Planning Commission	\$ 1,932.97

Appropriation Transfers continued on next page.

**18. APPROPRIATION TRANSFERS (Cont'd.)**

<b>FROM:</b>	<b>TO:</b>	<b>AMOUNT:</b>
<b>01-001-011-5000-5157</b> Hospitalization & Life Insurance Planning Commission	<b>01-001-011-5000-5120</b> Salaries Planning Commission	<b>\$ 800.00</b>
<b>01-058-050-3162-5500-04</b> Contracted Services TJFS-Children & Family First	<b>01-058-050-3162-5600-04</b> Professional Services TJFS-Children & Family First	<b>\$ 200.00</b>
<b>01-001-012-2510-5154</b> Workers' Compensation Eastern District Court	<b>01-001-012-2510-5155</b> Unemployment Charges Eastern District Court	<b>\$ 5,000.00</b>
<b>01-001-020-2122-5211</b> Prev. Treatment Supplies Juvenile Detention Center	<b>01-001-012-2120-5156</b> Medical Services Juvenile Detention Center	<b>\$ 1,400.00</b>

**19. To adopt a Resolution Providing for the Issuance and Sale of \$1,856,000.00 of Sanitary Sewer System Revenue Bonds to the United States of America to Pay Costs of Construction, Improvement and Equipping of the Trumbull County Metropolitan Sewer District, HILLTOP AREA SANITARY SEWER IMPROVEMENTS; Prescribing the Form of Such Bonds; and Pledging the Net Revenues of the Metropolitan Area Sewer District to Secure Such Bonds.**

**20. To adopt a Resolution of the Commissioners of the County of Trumbull, Ohio, Authorizing and Providing for the Incurrence of Indebtedness for the Purpose of Providing a Portion of the Cost of Acquiring, Constructing, Enlarging, Improving, and/or Extending its HILLTOP AREA SEWER FACILITY to serve an Area lawfully within its Jurisdiction to Serve.**