

St. Clairsville, Ohio

October 30, 2002

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, Charles R. Probst, and Ryan E. Olexo Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of October 23, 2002, 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.
EVENING MEETING HELD AT COURTHOUSE-6:00 P.M.

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
Donna Cottage	Reimb. conf. exp./Norhtern Ct.-Gen.	147.38
Victims Assistance Program	2002 allocation-General	4,000.00
Bel. Co. CSEA Admin.	June service fees/Magistrate-General	3,946.41
Ohio AFSCME Care Plan	Dental & Drug coverage-General	303.00
Belmont Professional Assoc.	Medical for prisoner-General	82.00
Vavra Law Office	Misc. attorney fees-General	2,189.00
Wal-Mart	Supplies/Sheriff's-General	532.08
BP Products	Gasoline/Sheriff's cruisers-General	3,599.82
James Hudson	Reimburse mileage-General	70.08
Paul B. Jefferis	Misc. attorney fees-General	88.16
Total Media	DAT tapes/Magistrate's-General	175.50
DBase Inc.	Subscription/GIS Projects-General	249.00
Wheeling Newspapers, Inc.	Subscription/Western Ct-General	48.20
Joseph A. Atkinson	Reimburse expenses/Probate Ct-General	54.83
Manatron	Contract services/Auditor-General	6,800.76
John Paleudis	Reimburse expenses/Magistrate-General	304.30
The Ohio Assoc. of Magistrates	Conference fees/Magistrate-General	300.00
B-Schering-Phough Animal Hospital	Medical supplies-Dog Kennel	544.00
Dayton Legal Blank	Dog & Kennel tags-Dog Kennel	1,070.00
G-Belmont County Tourism Council	November expenses-Lodging Excise	16,000.00
K-Elan Financial Service	Visa-Engineer's MVGT	1,344.61
Don Pickenpaugh	Reimburse expenses-Engineer's MVGT	252.58
N-Peck, Shaffer & Williams	Service/San. Sewer Bond-SSD #2	6,394.38
P-American Electric Power	Misc. Service/WW#1-Sanitary Sewer	167.21
S-East Richland Market	Supplies-Sheriff's Commissary	335.76
Belmont County Sheriff's Office	Reimb. for medical-Sheriff's Commissary	85.00
Scheehle Produce	Food-Oakview Juvenile Rehab	22.55
CDA, Inc. Chip	Oakview Juvenile Rehab/Aftercare	574.00
Alltel	Service-Oakview Juv Rehab/Aftercare	36.27
Valerie Moore	Travel & Staff Dev-Oakview Juv. Rehab.	22.56
Chad Sokolowski	Travel & Staff Dev-Oakview Juve. Rehab.	113.40
First USA Bank, NA	Travel & Trng/GS-District Detention	34.19
Ameritech	Contract services-District Detention	361.79
Xerox Corporation	Contract services-District Detention	214.46
American Electric Power	Contract services-District Detention	902.41
Bel. Co. Sanitary Sewer District	Contract services-District Detention	390.25
Ace Disposal	Contract services-District Detention	95.48
First USA Bank, NA	Contract services-District Detention	12.99
AT&T Broadband	Contract services/GS-District Detention	37.65
Municipal Utilities of St. C.	Contract services/GS-District Detention	473.65
Alltel	Contract services-District Detention	189.59
Columbia Gas of Ohio	Contract services-District Detention	609.77
Fire Protection Service	Contract services-District Detention	121.50
Norman Mamie	Contract services-District Detention	95.00
Lorrie Jeskey	Travel & Training/GS-District Detention	30.97
Riesbeck Food Markets, Inc.	Food service exp/GS-District Detention	682.42
First USA Bank, NA	Activities-BHJD Who I Am	58.56
McGhee Office Plus	Emergency repair/Time Stamper-Western	212.00
West Group	September charges-Western Computer	293.25
MCI	Long distance/E Gorence-Corrections Grnt	14.92
Sommer Stenographic	Court reporter fee-Western Special	75.00
Belmont Senior Services	Sept 2002/6 th billing-In Home Care Levy	1,713.96
Belmont Senior Services	Aug 2002/7 th billing-In Home Care Levy	62,945.03
Belmont Senior Services	Oct 2002/1 st billing-In Home Care Levy	4,458.02
Belmont Senior Services	Jan 2002/6 th billing-In Home Care Levy	453.92
Y-Health Assurance HMO	November premium-Insurance	57,732.98
Health Plan	November premium-Insurance	101,510.06
Health Assurance PPO	November premium-Insurance	138,896.02

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the various funds dated for October 30, 2002 as follow:

<u>FUND</u>	<u>AMOUNT</u>
General	\$8,631.34, \$11,496.16
General/Sheriff's	\$35,364.64, \$121.95
General/Bethesda Building	\$736.95
Dog Kennel	\$690.69
BCDJFS/PA	\$77,597.19
County Home	\$17,314.77
Litter Control	\$446.01
Engineer's MVGT	\$14,354.15, \$1,258.03
Oakview Admin Building	\$1,063.06

Sanitary Sewer District \$1,280.56, \$225.05, \$245.00, \$4,594.95,
 Western Court \$58,808.52, \$14,040.69, \$3,236.10
 \$254.50

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS
WITHIN FUND FOR THE ENGINEER'S MVGT FUND K00

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within fund for the Engineer's MVGT Fund K00.

FROM	TO	AMOUNT
K000-K05 Cont-Repairs	K000-K07 Expenses	\$500.00
K000-K18 Comp-Damages	K000-K06 Travel	2,000.00
Total		\$2,500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE S030 OAKVIEW JUVENILE
REHABILITATION DISTRICT FUND

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within fund for the S030 Oakview Juvenile Rehabilitation District Fund.

FROM	TO	AMOUNT
S030-S01 Salaries	S030-S08 Communications	\$5,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE S00 SHERIFF'S
COMMISSARY FUND

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfer within fund for the S00 Sheriff's Commissary Fund.

FROM	TO	AMOUNT
S000-S01 Supplies	S000-S03 Medical	\$325.25

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER
WITHIN THE GENERAL FUND FOR THE
BELMONT COUNTY SHERIFF'S DEPARTMENT

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

FROM	TO	AMOUNT
A306-A03 Medical	A006-A12 Travel/Gasoline	\$5,000.00

Upon roll call the vote was as follows:

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

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

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

FROM:	TO:	AMOUNT
A001-A06 Motor Vehicles	A002-G46 Northern Ct. Postage	\$ 2,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE BELMONT COUNTY
RECYCLING & LITTER CONTROL FUND H50

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within fund for the Recycling & Litter Control Fund.

FROM	TO	AMOUNT
H050-H07 Travel	H050-H05 Contract Services	\$4,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS
WITHIN FUND FOR THE SANITARY SEWER DISTRICT FUND

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfers within fund for the Sanitary Sewer District Fund.

FROM	TO	AMOUNT
WWS#2	WWS#2	
P003P24 Projects	P003P21 Materials	\$1,000.00
SSD #1	SSD #1	
P051P09 Sewage Disposal	P051P05 Materials	\$1,200.00
SSD #2	SSD#2	
P053P09 Sewage Disposal	P053P05 Materials	1,000.00
Total		\$3,200.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF MEDICARE
SOCIAL SECURITY CHARGEBACKS
FOR SEPTEMBER AND OCTOBER 2002

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds for Medicare and Social Security Chargebacks for the months of September and October, 2002.

From M055-M11 CCap Donated	to Y091-Y02	158.07
From M060-M27 Care/Custody	to Y091-Y02	189.18
From M060-M63 C/C Restitution	to Y091-Y02	49.10
From M060-M73 C/C Drug Court	to Y091-Y02	6.46
From M061-M03 CCap Stress	to Y091-Y02	0.00
From M064-M04 Placement	to Y091-Y02	38.90
From M067-M04 Alt School	to Y091-Y02	0.00
From M069-M04 Drug Crt III	to Y091-Y02	0.00
From M071-M04 Enhancement	to Y091-Y02	154.06
From M070-M04 Tutor	to Y091-Y02	0.00
From H150-H12 Litter Control	to Y091-Y02	97.72
From S133-S48 Dist.Det.Home	to Y091-Y02	1495.52
From S036-S10 Gender Specific	to Y091-Y02	47.15
From S078-S12 County Recorder	to Y091-Y02	20.80
From J000-J08 Real Est.Assess.	to Y091-Y02	191.02
From W082-T08 DRETAC/Treas.	to Y091-Y02	0.00
From W081-P08 Pros.DRETAC	to Y091-Y02	6.76
From W080-P08 Pros./Victim Asst.	to Y091-Y02	98.49
From S094-S02 Co. Ct. Probation	to Y091-Y02	0.00
From S077-S02 Corrections Act	to Y091-Y02	91.60
From B000-B10 Dog & Kennel	to Y091-Y02	229.54
From L101-L12 Soil Conservation	to Y091-Y02	221.85
From G050-G02 Lodging Tax	to Y091-Y02	11.52
From H530-H14 County Home	to Y091-Y02	4404.78
From E301-E12 County Health	to Y091-Y02	502.86
From E101-E12 County Health	to Y091-Y02	0.00
From T077-T01 IAP	to Y091-Y02	28.00
From T078-T01 Rabies	to Y091-Y02	20.00
From T079-T01 Welcome Home	to Y091-Y02	28.00
From S149-S63 Mental Health	to Y091-Y02	383.17
From S266-S79 Mental Retardation	to Y091-Y02	5330.51
From H200-H13 Human Services	to Y091-Y02	7454.71
From H210-H08 CSEA	to Y091-Y02	790.94
From H000-H16 Summer Youth	to Y091-Y02	0.00
From K100-K10 MVGT K-2	to Y091-Y02	401.87
From K100-K24 MVGT K-11	to Y091-Y02	1611.22
From K100-K37 MVGT K-25	to Y091-Y02	465.32
From Y090-Y18 Water/Sewer	to Y091-Y02	1089.64
From Y075-T02 WIC	to Y091-Y02	187.37
From T075-T52 WIC	to Y091-Y02	197.29
From S079-S08 Clerk of Crts.Title	to Y091-Y02	146.03
From S430-S66 Oakview Juvenile	to Y091-Y02	0.00
From S430-S16 Oakview Juvenile	to Y091-Y02	860.74
From S028-S55 Aftercare	to Y091-Y02	30.34
From S084-S13 Eastern Comp.	to Y091-Y02	33.00
From S082-S13 Western Comp.	to Y091-Y02	35.57
From S083-S13 Northern Comp.	to Y091-Y02	31.60
From S088-S05 Western Spec Proj	to Y091-Y02	31.84
From S086-S05 Northern Spec Proj	to Y091-Y02	22.34
From S087-S05 Eastern Spec Proj	to Y091-Y02	10.90

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	234.10
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	107.71
P003-P20 LABOR	Y090-Y04 LABOR	0.00
P003-P21 MATERIALS	Y090-Y05 MATERIALS	5347.04
P003-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	119.75
P003-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	1057.73
P003-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	.00
P003-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	47713.06
P003-P27 ADV & PRINTING	Y090-Y04 ADV & PRINTING	0.00
P003-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	37.43

P003-P29	PERS	Y090-Y12	PERS	0.00
P003-P30	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P003-P31	OTHER EXPENSES	Y090-Y14	OTHER EXPENSES	4416.97
P003-P32	TRANSFERS-OUT	Y090-Y17	TRANSFERS-OUT	1158.64
P003-P35	MEDICARE	Y090-Y18	MEDICARE	200.00
TOTAL				60392.43
P005-P18	SUPPLIES	Y090-Y02	SUPPLIES	441.97
P005-P19	EQUIPMENT	Y090-Y03	EQUIPMENT	203.36
P005-P21	MATERIALS	Y090-Y05	MATERIALS	18214.11
P005-P22	CONTRACT REP.	Y090-Y06	CONTRACT REP.	226.07
P005-P23	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	32713.35
P005-P24	CONTRACT PROJ.	Y090-Y08	CONTRACT PROJ.	0.00
P005-P25	PURCHASED H2O	Y090-Y09	PURCHASED H2O	1033.07
P005-P27	ADV & PRINTING	Y090-Y10	ADV & PRINTING	0.00
P005-P28	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	70.69
P005-P29	PERS	Y090-Y12	PERS	0.00
P005-P30	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P005-P31	OTHER EXP.	Y090-Y14	OTHER EXP.	15911.81
P005-P34	TRANSFERS-OUT	Y090-Y17	TRANSFERS-OUT	503653.38
P005-P35	MEDICARE	Y090-Y18	MEDICARE	545.50
TOTAL				573013.31
P051-P02	SUPPLIES	Y090-Y02	SUPPLIES	100.02
P051-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	46.02
P051-P05	MATERIALS	Y090-Y05	MATERIALS	685.54
P051-P06	CONTRACT REP.	Y090-Y06	CONTRACT REP.	38.59
P051-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	342.77
P051-P08	CONTRACT PROJ	Y090-Y08	CONTRACT PROJ	0.00
P051-P09	SEWAGE DIS.	Y090-Y08	SEWAGE DIS.	11361.21
P051-P11	ADV & PRINTING	Y090-Y10	ADV & PRINTING	0.00
P051-P12	TRAVEL & EXP	Y090-Y11	TRAVEL & EXP	16.00
P051-P13	PERS	Y090-Y12	PERS	0.00
P051-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P051-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	3070.28
P051-P16	TRANSFERS OUT	Y090-Y17	TRANSFERS OUT	0.00
P051-P35	MEDICARE	Y090-Y18	MEDICARE	164.06
TOTAL				15824.49
P053-P02	SUPPLIES	Y090-Y02	SUPPLIES	40.42
P053-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	18.60
P053-P05	MATERIALS	Y090-Y05	MATERIALS	2020.76
P053-P06	CONTRACT REP.	Y090-Y06	CONTRACT REPAIRS	15.59
P053-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	3557.13
P053-P08	CONTRACT PROJ	Y090-Y08	CONTRACT PROJ	0.00
P053-P09	SEWAGE DIS.	Y090-Y09	SEWAGE DIS.	13337.07
P053-P11	ADVER.&PRINTING	Y090-Y10	ADVER.&PRINTING	0.00
P053-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP	6.45
P053-P13	PERS	Y090-Y12	PERS	0.00
P053-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P053-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	3258.84
P053-P16	TRANSFERS OUT	Y090-Y17	TRANSFERS OUT	0.00
P053-P35	MEDICARE	Y090-Y18	MEDICARE	132.56
TOTAL				22387.42
P054-P02	SUPPLIES	Y090-Y02	SUPPLIES	0.00
P054-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	0.00
P054-P05	MATERIALS	Y090-Y05	MATERIALS	51.34
P054-P06	CONTRACT REPAIRS	Y090-Y06	CONTRACT REPAIRS	0.00
P054-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	968.37
P054-P11	ADVER & PRINTING	Y090-Y07	ADVER & PRINTING	0.00
P054-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	1.86
P054-P13	PERS	Y090-Y12	PERS	0.00
P054-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P054-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	281.84
P054-P35	MEDICARE	Y090-Y18	MEDICARE	16.04
TOTAL				1319.45
P055-P02	SUPPLIES	Y090-Y02	SUPPLIES	0.00
P055-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	0.00
P055-P05	MATERIALS	Y090-Y05	MATERIALS	213.13
P055-P06	CONTRACT REPAIRS	Y090-Y06	CONTRACT REPAIRS	0.00
P055-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	811.04
P055-P11	ADVER & PRINTING	Y090-Y07	ADVER & PRINTING	0.00
P055-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	2.62
P055-P13	PERS	Y090-Y12	PERS	0.00
P055-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P055-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	545.88
P055-P35	MEDICARE	Y090-Y18	MEDICARE	22.54
TOTAL				1595.21
P056-P02	SUPPLIES	Y090-Y02	SUPPLIES	0.00
P056-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	0.00
P056-P09	SEWAGE DISP.	Y190-Y08	SEWAGE DISP.	794.52
P056-P13	PERS	Y090-Y12	PERS	0.00
P056-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P056-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	149.28
P056-P16	TRANSFERS OUT	Y090-Y14	TRANSFERS OUT	0.00
P056-P35	MEDICARE	Y090-Y18	MEDICARE	8.94
TOTAL				952.74

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE GENERAL FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo 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 October 25, 2002.

GENERAL FUND
A003-A02 Bd. Of Elections salary \$ 15,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE GENERAL FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo 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 October 25, 2002.

GENERAL FUND
A006-A02 Sheriff Dept. salaries \$ 1,000.00
A806-A14 False Alarm billings \$ 500.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUEST FOR
CERTIFICATION OF MONIES FOR CDBG FUND**

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

CDBG FUND: \$9,075.00 paid into T011-T01 on October 28, 2002

Grant #B-F-01-007-1

Drawdown #276

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF GRANTING
PERMISSION TO TRAVEL TO JUVENILE DRUG COURT EMPLOYEE**

Motion made by Mr. Thomas, seconded by Mr. Olexo granting permission for Jennifer Watson, of Juvenile Court, to travel to Columbus, Ohio, on October 31, 2002, to attend a training session. A county vehicle will be used.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to execute payment of Then and Now Certifications dated October 16 and October 23, 2002 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF DISCUSSION HELD
RE: OPEN PUBLIC FORUM**

Commission President called the meeting to order and introduced Mr. Cliff Sligar, Director, Belmont County 9-1-1 and Mr. Don Pickenpugh, Director, Belmont County GIS Department. Commissioner Thomas thanked both for their attendance at most evening meetings held by the Board.

Mr. Russell Rouse, Belmont County resident, came before the Board with information in regards to the progress and success of the Ashtabula County Senior Tax Levy which Mr. Rouse explained had saved the seniors of Ashtabula County over one million dollars. Mr. Rouse stated, "Mr. President, Commissioners, I'd like to talk with you about the cost of rising prescription medicine. I don't think they are going to do anything on a National level. They have talked about it since 1996, and nothing has been done yet. The cards they give are like a band aid on a cut artery. The card offers a discount or a percentage. The state has one too, but that is as far as they've gone. Looks like we have to take care of own and the way you do that is through a tax levy. Belmont County has always been sympathetic to the elderly. Ashtabula County passed a levy in 2000 that has saved a million dollars on prescription for the elderly citizens." Mr. Rouse informed those present of the size of Ashtabula County, and how he came to find out about their levy. Commissioner Thomas stated, "That portion of Health Care issues is next to jobs and financial situation in the State of Ohio, and is recognized as being a legitimate, important issue. I recently spoke with Bob Boggs, (Ashtabula County Commissioner and President of CCAO) we talked briefly three weeks ago about this issue and how it was received. This situation needs dealt with at the state level initially, then trickle down to the county. We duly note this issue. We would consider putting this up for public comment. This health care issue is reeling out of control in Belmont County as well as the State of Ohio."

Mr. Rouse continued, "Of all the paid programs, I have never qualified for any. They are based on income. I wanted to make you aware of it. I think it should be taken care of nationally" Commissioner Thomas stated, "We appreciate your concerns. If I remember right, from the conversation I had with Commissioner Boggs, the levy up there is not exclusively for prescription drugs. It also finances some services similar to our senior service levies. It is not exclusively a prescription drug levy for seniors; it is a prescription assistance levy. The other 87 counties are cognizant of the Ashtabula levy."

Mr. Michael Bianconi questioned how Ashtabula County is saving a million dollars a year?" Mr. Rouse stated, "The savings is for the seniors - not the county." Mr. Bianconi stated, "Just like our levy is written, we have a levy for one point four million dollars to help homebound people. Our levy is written

to assist with prescriptions, microwaves, heater furnaces in the seniors' homes, financial assistance to maintain life in their home. We already have that here in Belmont County. We need to see if the levy money could be spent that way." Mr. Bianconi continued by informing those in attendance of the health care issues of others in Belmont County and suggested that perhaps the levy dollars could be used to help them as well.

Mr. Rouse stated, "This would wipe out the one point four million." Commissioner Thomas thanked the residents for their comments.

IN THE MATTER OF DISCUSSION HELD
RE: DEPARTMENT OF DEVELOPMENT ISSUES

Ms. Eva Lunder, Director, Department of Development, informed the Board of information in regards to grant funding through FEMA. Ms. Lunder has mailed the information to all the Fire Departments in Belmont County. This information includes tips on grant writing, fund raising sources, grants that may be applicable, and would be good to use as a reference.

Ms. Lunder presented the Board with information on Targeted Industry Training Grant funding and AppalachianOhio.com. Ms. Lunder explained, "AppalachianOhio.com is a web portal project plan through the Governor's Regional Offices. I have already started to do a lot of research on site selection locations for buildings and land I want to put on the website when we get it up and running. This would be free through the State of Ohio, Dept. of Development (DOD). The Department will contact the Commissioners to ask for a designated contact person. The Commissioners must name a contact. It can be either myself or a person appointed by you, who would monitor their hours and use these as the in kind match. This has the potential to bring in employment, and tourism. Currently, we have limited access. This would be open to the public. We can take it further and add any links we can think of to put on it. It is global. This is targeted for only the twenty-nine Appalachian Counties. I think this is a good marketing tool."

Commissioner Thomas stated, "Eighteen months ago we were talking about promoting the county, this is the best way. I was elated to see this come down." Commissioner Olexo stated, "A month ago, Darlene Pempek (Clerk to the Board) and I attended Access Appalachia, having been invited by the Governor, for the kick off of what is the core to this program. I had the opportunity to speak with the governor and Joy Padgett. They are looking for target counties and I have suggested Belmont County. Ms. Padgett thought our county would fit in very well. The big push this day and age is Broad Band Technology. I think thirty percent of our population is covered by Broad Band Technology. Thirty to sixty percent of our population has access to Broad Band Technology."

Ms. Lunder stated, "I contacted the County Engineer's Department since I was coming tonight because this web site could have GIS mapping. John Parkinson is in attendance tonight." Mr. Parkinson, Office Manager, Belmont County Engineer's Department stated, "I contacted Don Pickenpaugh. We thought it was a good idea not only to help development but it could provide links to GIS, Engineers, Auditor and any other county department that may want to link to this site."

Commissioner Olexo stated, "A lot of people have a misconception about development and the attraction of business and residents to the county. What we are all trying to say is that Internet is THE marketing tool, the primary marketing tool for county and government agencies. It can be global in a matter of seconds. That is what needs to be done in this day and age to attract business. Anything we can do, we will to aid in this process. "

IN THE MATTER OF DISCUSSION HELD
RE: NEFFS WATERLINE ISSUE

Mr. Don McFeley stated he was in attendance as the Chairman of the Committee for Neffs Survival. He stated, "We are still looking for the sewage. I wanted to give you advance notice of a town meeting which will be held in December." Mr. McFeley stated the meeting was tentatively set for Tuesday, December 3, 2002. Commissioner Olexo stated, "I can give you a general update on this project. The RFP (Request for Proposal) process for the Engineering Firms is reaching completion. The list has narrowed to three engineering firms who we felt would be the most qualified for the service in that area. We held interviews with those three firms and it is now down to the final selection which should happen in the next few weeks. We are progressing through the RFP process. We asked the Engineers to bring in their technical approach to solving the problem - sewerage the area. We are seeing some interesting plans from the three firms. I was the Board's representative in this process and I need to pass the information on to the Board. Things will progress very quickly after this process is complete. The Engineer will come in and do his preliminary Engineering, which is what we have been talking about for quite some time. Of the three engineers, it looks like an approximate time frame should be nine months to do the preliminary engineering. Once the preliminary engineering report is complete, then we will seek outside funding. That could take two days, two weeks, or two years. We just don't know. Just because you don't hear about this project, don't assume it has fallen by the wayside. It has not. You will hear something in the next few weeks."

Mr. McFeley informed the Board that the media and press would be invited to the December meeting as well, and that the Commissioners could use that time as their forum to present any news on this project.

Commissioner Olexo stated, "During the process, we have advised the Engineering firms that they will be expected to aid in the continuation of town meetings, so all residents will be aware of progress that is being made and/or any questions that the residents may have. The meetings I have attended there were some questions I had never heard before. Residents always interpret things differently. We want to make sure there is a continuation of town meetings during the entire process and once the construction starts, make sure they continue so the people will know what to look for, know how it will progress, and will know how it will happen."

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

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the minutes of the regular Board of Commissioners meetings of October 16, 2002 and October 23, 2002.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ALLOCATION OF MONIES
TO THE BELMONT COUNTY PROSECUTOR'S OFFICE/VICTIM ASSISTANCE PROGRAM

Motion made by Mr. Thomas, seconded by Mr. Olexo allocating \$4,000.00 (four thousand dollars) to the Belmont County Prosecutor's Victim Assistance Program. This funding will be used to help meet the local match requirement.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF PLAT OF
TOWNSHIP ROAD 1609 EXTENSION
MORIAH DRIVE
RICHLAND TOWNSHIP**

**BEL. CO. COMMISSIONERS
COURTHOUSE
ST. CLAIRSVILLE, OHIO 43950
Date October 30, 2002**

Motion made by Mr. Olexo, seconded by Mr. Thomas authorizing the Clerk of the Board to establish the date and time and to notify the Richland Township Trustees of the following subdivision hearing.

NOTICE OF NEW SUB-DIVISION

Revised Code Sec. 711.05

To Cindi Henry, Clerk of Richland Township, 118 Overbaugh Ave., St. Clairsville, OH 43950

You are hereby notified that the 6th day of November 2002, at 10:00 o'clock A.M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Darlene Pempek /s/
Clerk of the Board

Mail by certified return receipt requested
cc: Richland Township Trustees

Upon roll call the vote was as follows:

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

**IN THE MATTER OF PETROZZI SUBDIVISION.]
RICHLAND TOWNSHIP (CONTINUED)**

**[BEL. CO. COMMISSIONERS
[COURTHOUSE
[ST. CLAIRSVILLE, OHIO 43950
[DATE OCTOBER 30, 2002**

Motion made by Mr. Thomas, seconded by Mr. Probst to continue the Petrozzi Subdivision hearing and to notify the Richland Township Trustees of the rescheduled date and time as follows:

NOTICE OF NEW SUB-DIVISION

Revised Code Sec. 711.05

RESCHEDULED

To: Cindi Henry, Clerk, Richland Township Trustees, 118 Overbaugh Ave., St. Clairsville, OH 43950 You are hereby notified that the 6th day of November, 2002, at 10:15 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Darlene Pempek /s/
Clerk of the Board

* Mail by certified return receipt requested
cc: Richland Township Trustees

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY REQUEST NO. 2
FOR THE CENTERVILLE WATERLINE EXTENSION PROJECT/SANITARY SEWER**

Motion made by Mr. Thomas, seconded by Mr. Olexo to accept the recommendation of Hammontree & Associates, LTD, Project Engineer and David Grum, Project Consultant, to approve Pay Request NO. 2 from Yeneka Construction, Inc., Morristown, Ohio, for the Centerville Waterline Extension Project in the amount of \$74,023.78.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF NOTICE TO PROCEED
FOR THE BROOKS RUN/WILLIAMS CREEK WATERLINE EXTENSIONS-
STATE ROUTE 147 & COUNTY ROAD 5/SANITARY SEWER**

Motion made by Mr. Olexo, seconded by Mr. Thomas to send the following Notice to Proceed for the Brooks Run/Williams Creek Waterline Extension Project.

NOTICE TO PROCEED

Dated: October 30, 2002

TO: GLEN JAMES & SONS, INC.
(Contractor)

ADDRESS: P.O. BOX 1420, 3939 BOGGS ROAD
ZANESVILLE, OHIO 43702-1420

CONTRACT: BROOKS RUN/WILLIAMS CREEK WATERLINE EXTENSIONS

PROJECT: STATE ROUTE 147 & COUNTY ROAD 5

OWNER'S CONTRACT NO. 1

You are notified that the Contract Times under the above contract will commence to run on November 14, 2002. By that date, you are to start performing your obligations under the contract obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Substantial Completion is 180 CALENDAR DAYS FROM DATE OF COMMENCEMENT and the date of readiness for final payment is 180 CALENDAR DAYS FROM DATE OF COMMENCEMENT.

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must

SUBMIT A PROGRESS SCHEDULE TO THE ENGINEER.

BELMONT COUNTY COMMISSIONERS
(Owner)

By: Mark A. Thomas /s/
(Authorized Signature)

PRESIDENT
(Title)

COPY TO ENGINEER

GLEN JAMES & SONS, INC.
(Contractor)

By: _____
(Authorized Signature)

President
(Title)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO
AGREEMENT WITH STATE OF OHIO, DEPT. OF DEVELOPMENT
FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following agreement with the State of Ohio, Department of Development for the Small Cities CDBG Program beginning September 1, 2002 and ending February 29, 2004.

**SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FORMULA ALLOCATION PROGRAM
CFDA No. 14.228
GRANT AGREEMENT**

F.T.I. Number: 346000236

Grant Number: B-F-02-007-1

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter variously referred to as the "Grantor"), and **Belmont County**, located at **Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950-1225**, (hereinafter variously referred to as the "Grantee"), for the period beginning **September 1, 2002** and ending **February 29, 2004**.

BACKGROUND INFORMATION

A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through the Grantor.

B. The Grantor, through its Division of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

C. The Grantee has submitted an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, to the Grantor setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and the Grantor has approved the Projects.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

STATEMENT OF THE AGREEMENT

1. Grant of Funds. The Grantor hereby grants funds to the Grantee in the amount of **Three Hundred Fifty-Two Thousand Dollars and no cents (\$352,000)** (the "Funds"), for the sole and express purpose of providing for the performance of the **CDBG Formula Allocation Program**, and shall undertake the Projects as set forth in Attachment A, "Scope of Work", which is attached hereto, made a part hereof. The grant of Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. The Grantee shall undertake the Projects and activities as set forth in Attachment A. The Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and request and provide guidance and direction to the Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Funds. The Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Funds shall be remitted to HUD, as specified by the Grantor. If the Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Funds exceeds the eligible costs of the Project, the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. The Grantee shall not pledge the Funds as security for any loan or debt of any kind other than that described in this Agreement. The Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. Term. The parties agree that the term of this Agreement shall be as stated in the opening paragraph of this Agreement. The Grantee shall not incur any expenses to be reimbursed with the Funds except during the term of this Agreement.

5. Payment of Funds. Payment to the Grantee of the Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." The Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.

6. Accounting of Funds. The Funds shall be deposited and maintained in the separate account upon the books and records of the Grantee (the "Account"). The Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Failure to comply with this requirement may allow Grantor to withhold payment allocation requests until such compliance is demonstrated.

7. Reporting Requirements. The Grantee shall submit to the Grantor the reports required in Attachment C. The Grantee shall submit to the Grantor a final narrative report detailing the results of the Project and the total expenditure of the Funds. All records of the Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

8. Grantee Requirements. The Grantee shall comply with assurances and certifications contained in the Attachments D and E, which are attached hereto and made a part hereof.

9. Records, Access and Maintenance. The Grantee shall establish and maintain for at least three (3) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports and all other relevant information. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowance's, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project, the Grantee shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation.

10. Inspections. At any time during normal business hours upon three (3) days written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Grantor to audit, examine and make excerpts or transcripts from such records.

11. Audits. The Funds shall be audited according to the requirements of OMB Circular A-133. In addition, grantees must follow the guidelines provided in the office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. All audited Grantees shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period (However, for fiscal years beginning on or before June 30, 1998, the audit, data collection form and reporting package shall be submitted within 13 months after the end of the audit period.) In addition:

a. If the Grantee expends \$300,000 or more of federal funds in a fiscal year, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to the Grantor Audit office:

- i. The opinion on the financial statements is other than unqualified.
- ii. The report identifies a material instance of noncompliance.
- iii. The report identifies a reportable condition or material weakness in internal controls.
- iv. The report contains a schedule of findings and questioned costs applicable to an OHCP-awarded program.
- v. The report identifies an instance or indicator of an illegal act which could result in criminal prosecution.
- vi. The report contains an uncorrected significant finding from a prior related audit.

b. If the Grantee expends \$300,000 or more of federal funds in a fiscal year, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to the Grantor Audit office. (See the OHCP Financial Management Rules and Regulations Handbook.)

c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

d. The Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. General Accounting Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

12. Equal Employment Opportunity. The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirement in all subcontracts for such work.

13. Prevailing Wage Rates and Labor Standards. In the commission of any project wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this project, Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. Use of Federal Funds. The Grantee acknowledges that this Agreement involves the use of federal funds and as such, are subject to audit by the agency of the United States Government granting the funds to the Grantor for the purposes of performing the work and activities as set forth in Attachment A. The Grantee shall fully indemnify the Grantor for any cost of the Grantee which are disallowed by said federal agency and which must be refunded thereto by the Grantor.

15. **Certification of Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

16. **Termination.** The Grantor may immediately terminate this agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:

a. Failure of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement.

b. Failure of the Grantee to submit reports that are materially complete and accurate.

c. Failure of the Grantee to use the Funds for the stated purposes in this Agreement.

d. Cancellation of the grant of funds from HUD.

17. **Effects of Termination.** Within sixty (60) days after termination of this Agreement, the Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of the Grantor, unless otherwise directed by the Grantor. After receiving written notice of termination, the Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, the Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

18. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

19. **Conflict of Interest.** No personnel of the Grantee, any subcontractor of the Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

20. **Indemnification.** To the extent permitted under applicable law, the Grantee agrees to hold the Grantor harmless from any and all liabilities or claims caused by or resulting from Grantee's performance of the obligations or activities in furtherance of the Projects and Scope of Work. The Grantee will reimburse the Grantor for any judgments arising out of Grantee's actions or inactions which may be obtained against the Grantor, including, but not limited to, judgments for infringements of patents or copyrights. The Grantee agrees to reimburse the Grantor for all costs incurred by the Grantor in defending against any such claims or legal actions if called upon by the Grantor to do so.

21. **Adherence to State and Federal Laws, Regulations.** The Grantee agrees to comply with all applicable federal, state, and local laws, regulations, directives, guidelines, approved state plans, or the Handbook in the performance of the Projects and the Scope of Work. Grantee accepts full responsibility for payments of all unemployment compensation, insurance premiums, worker's compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement. The Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

22. **Outstanding Liabilities.** The Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State,") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

23. **Falsification of Information.** The Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this grant of Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this grant of Funds, the Grantee shall be required to return all Funds immediately pursuant to Ohio Revised Code Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

24. **Miscellaneous.**

a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. **Forum and Venue.** All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin, County, Ohio.

c. **Entire Agreement.** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this

Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In case of the Grantor, to:
Ohio Department of Development
Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001

2. In case of the Grantee, to:
Mark A. Thomas, President
Belmont County Board of Commissioners
Courthouse, 101 West Main Street
St. Clairsville, Ohio 43950-1225

f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

GRANTEE:	GRANTOR:
Belmont County	State of Ohio Department of Development
By: <u>Mark A. Thomas /s/</u>	By: <u>Bruce Johnson /s/</u>
Title: <u>President, Belmont County Comm</u>	<u>Bruce Johnson, Director</u>
Date: <u>October 31, 2002</u>	Date: _____

Upon roll call the vote was as follows:

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

**IN THE MATTER OF MUNICIPAL
STREET FUND-VILLAGE OF FLUSHING**

October 28, 2002

Belmont County Commissioners
Belmont County, Ohio
Courthouse
St. Clairsville, OH 43950
RE: Village of Flushing
Municipal Street Fund
Vehicle License Tax

Dear Commissioners:

Flushing's application for a paving project has been referred to me and I find that the purposes listed are eligible and that the streets involved are included on the approved map designating streets conducive to the orderly and efficient flow of traffic within and through the county.

They propose to use these funds for improvements to Markatan Extension.

The estimated cost will be \$5,000.00 all of which is from this source.

I recommend approval.

Very truly yours,
Fred F. Bennett /s/
Fred F. Bennett, P.E., P.S.
Belmont County Engineer

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the foregoing recommendation for Municipal Street Funds and to notify the Village of Flushing, Ohio.

October 31, 2002

Carol LaPosta, Mayor
Village of Flushing
P.O. Box 66, 212 High Street
Flushing, OH 43977

Dear Mayor LaPosta:

In accordance with Section 4504.04 of the Revised Code of Ohio, we hereby certify that \$5,000.00 has been allocated to the Village of Flushing for improvements to the following:
Markatan Extension

The estimated cost will be \$5,000.00 all of which will be used from this source.

Upon completion, please submit copies of the invoices to the Belmont County Engineer for the processing of payment to the Village.

BELMONT COUNTY COMMISSIONERS
Mark A. Thomas /s/
Mark A. Thomas, President

MAT/CRP/REO/so

Upon roll call the vote was as follows:

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

**IN THE MATTER OF MUNICIPAL
STREET FUND-VILLAGE OF SHADYSIDE**

October 28, 2002

Belmont County Commissioners
Belmont County, Ohio
Courthouse
St. Clairsville, OH 43950

RE: Village of Shadyside
Municipal Street Fund/Vehicle License Tax

Dear Commissioners:

Shadyside's application for a paving project has been referred to me and I find that the purposes listed are eligible and that the streets involved are included on the approved map designating streets conducive to the orderly and efficient flow of traffic within and through the county.

They propose to use these funds for improvements to the following:

W. 36th Street
Daisy View
E. 35th Street

The estimated cost will be \$21,189.48 all of which is from this source.

I recommend approval.

Very truly yours,
Fred F. Bennett /s/
Fred F. Bennett, P.E., P.S.
Belmont County Engineer

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the foregoing recommendation for Municipal Street Funds and to notify the Village of Shadyside, Ohio.

October 31, 2002

Gerald Elliott, Clerk-Treasurer
Village of Shadyside
4321 Belmont Avenue
Shadyside, OH 43947

Dear Mr. Elliott:

In accordance with Section 4504.04 of the Revised Code of Ohio, we hereby certify that \$21,189.48 has been allocated to the Village of Shadyside for improvements to the following:

W. 36th Street
Daisy View
E. 35th Street

The estimated cost will be \$21,189.48 all of which will be used from this source.

Upon completion, please submit copies of the invoices to the Belmont County Engineer for the processing of payment to the Village.

BELMONT COUNTY COMMISSIONERS
Mark A. Thomas /s/ President

MAT/CRP/REO/so

Upon roll call the vote was as follows:

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

**IN THE MATTER OF MUNICIPAL
STREET FUND-VILLAGE OF BRIDGEPORT**

October 28, 2002

Belmont County Commissioners
Belmont County, Ohio
Courthouse
St. Clairsville, OH 43950

RE: Village of Bridgeport
Municipal Street Fund/Vehicle License Tax

Dear Commissioners:

Bridgeport's application for a paving project has been referred to me and I find that the purposes listed are eligible and that the streets involved are included on the approved map designating streets conducive to the orderly and efficient flow of traffic within and through the county.

They propose to use these funds for improvements to the following:

Sixth Street
Chase Street (part)

The estimated cost will be \$12,255.00 of which \$10,322.20 will be used from this source.

I recommend approval.

Very truly yours,
Fred F. Bennett, P.E., P.S. /s/
Belmont County Engineer

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the foregoing recommendation for Municipal Street Funds and to notify the Village of Bridgeport, Ohio.

October 31, 2002

Betty Riley, Clerk-Treasurer
Village of Bridgeport
301 Main Street, City Building
Bridgeport, OH 43912

Dear Ms. Riley:

In accordance with Section 4504.04 of the Revised Code of Ohio, we hereby certify that \$10,322.20 has been allocated to the Village of Bridgeport for improvements to the following:

Sixth Street
Chase Street (part)

The estimated cost will be \$12,255.00 of which \$10,322.20 which will be used from this source.

Upon completion, please submit copies of the invoices to the Belmont County Engineer for the processing of payment to the Village.

BELMONT COUNTY COMMISSIONERS
Mark A. Thomas /s/ President

MAT/CRP/REO/so

Upon roll call the vote was as follows:

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

**IN THE MATTER OF MOTION TO GRANT THE
ANNIVERSARY PAY RAISE TO VALERIE DOUGLAS**

Motion made by Mr. Probst, seconded by Mr. Thomas to accept the recommendation of the Belmont County Animal Rescue League to grant the anniversary pay increase of thirty five cents (\$0.35) per hour for shelter employee Valerie Douglas. Ms. Douglas completed one year of service on her anniversary date of October 8, 2002.

Upon roll call the vote was as follows:
Mr. Probst Yes
Mr. Olexo Yes
Mr. Thomas Yes

**IN THE MATTER OF ACCEPTING THE
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE**

Motion made by Mr. Thomas, seconded by Mr. Olexo to accept the "Analysis of Impediments To Fair Housing Choice" dated for October 2002 as submitted by Roberta Jenkins, Interim Director of the Fair Housing Board.

Upon roll call the vote was as follows:
Mr. Thomas Yes
Mr. Olexo Yes
Mr. Probst Yes

**IN THE MATTER OF ENTERING INTO CONTRACT
WITH GREEN ACRES CONTRACTING CO., INC. FOR THE
COUNTY ROAD 4,30 & 82 GUARDRAIL PROJECT 02-4/ENGINEER'S**

Motion made by Mr. Olexo, seconded by Mr. Probst to enter into the following contract.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
COUNTY ROAD 4, 30 & 82 GUARDRAIL PROJECT 02-4**

AUDITOR'S OFFICE, BELMONT COUNTY, OHIO

THIS AGREEMENT made and entered into this 30th day of October, 2002 between **GREEN ACRES CONTRACTING COMPANY, INC.**, P.O.Box 4635, Scottsdale, PA 15683 and Charles R. Probst, Jr., Mark Thomas and Ryan Olexo, Commissioners of Belmont County, WITNESSETH that the said **GREEN ACRES CONTRACTING COMPANY, INC.** hereby agrees to furnish all service, labor, material and equipment to do all work requisite necessary to replace guardrail along County Highways 4, 30 and 82 and other related work in accordance with Bid Document, Contract Provisions, Federal-Aid Construction, plans and specifications.

Methods of Construction, Composition and Preparation of Materials shall conform to the latest applicable Sections of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

APPROX. QUAN.	ITEM DESCRIPTION	UNIT PRICE	TOTAL
		BID	AMT. BID
4,437.5 LF	202 Guardrail Removed	\$1.20	\$5,325.00
7,662 LF	606 Guardrail Type 5	8.15	62,449.38
24 each	606 Anchor Assembly, Type A	490.00	11,760.00
1 each	606 Anchor Assembly, Type T	475.00	475.00
2 each	606 Bridge Terminal Assembly, Type 2	300.00	600.00
268 each	606 Guardrail Post, 9 foot	12.00	3,216.00
Lump	614 Maintaining Traffic	1,500.00	1,500.00
Total Amount			\$85,325.38

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **GREEN ACRES CONTRACTING COMPANY, INC.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS
Ryan E. Olexo /s/
Charles R. Probst, Jr. /s/
Mark A. Thomas /s/

GREEN ACRES CONTRACTING CO., INC.
By: Thomas M. Pisula /s/
Thomas M. Pisula, President

Upon roll call the vote was as follows:
Mr. Olexo Yes
Mr. Probst Yes
Mr. Thomas Yes

**IN THE MATTER OF RELEASE OF BONDS
FOR MARIETTA COAL COMPANY**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the request of Marietta Coal Company to release Marietta Coal from further obligation under the following bonds.

RELEASE OF BONDS

On June 26, 2000, the Belmont County Commissioners granted to Marietta Coal Company permission to mine and blast within 150 feet of a water line controlled by the Belmont County Sanitary Sewer District. The water line is located along State Route 40 in Union Township, Sections 26 & 32.

Marietta Coal Company deposited a \$60,000.00 bond with the Belmont County Commissioners to cover any damages to the water lines.

With mining and blasting operations having been completed at this mine, the Belmont County Commissioners hereby release Marietta Coal Company from further obligation under this bond.

Dated this 30th day of October, 2002

BELMONT COUNTY COMMISSIONERS
Ryan E. Olexo /s/
Mark A. Thomas /s/

Attest:
Mae Whiteley /s/

RELEASE OF BONDS

On January 24, 2000, the Belmont County Commissioners granted to Marietta Coal Company permission to mine and blast within 125 feet of a water line controlled by the Belmont County Sanitary Sewer District. The water line is located on Belmont County Road #10 in Wheeling Township.

Marietta Coal Company deposited a \$20,000.00 bond with the Belmont County Commissioners to cover any damages to the water lines.

With mining and blasting operations having been completed at this mine, the Belmont County Commissioners hereby release Marietta Coal Company from further obligation under the following bond: Lyndon Property Insurance Company # L-0400-74000-1.

Dated this 30th day of October, 2002

BELMONT COUNTY COMMISSIONERS

Ryan E. Olexo /s/

Mark A. Thomas /s/

Attest:

Mae Whiteley /s/

RELEASE OF BONDS

On November 22, 1999, the Belmont County Commissioners granted to Marietta Coal Company permission to mine and blast within 100 feet of a water line controlled by the Belmont County Sanitary Sewer District. The water line is located near Belmont County Road #3 in Pultney Township on the Bonfini property.

Marietta Coal Company deposited a \$20,000.00 bond with the Belmont County Commissioners to cover any damages to the water lines.

With mining and blasting operations having been completed at this mine, the Belmont County Commissioners hereby release Marietta Coal Company from further obligation under the following bond: Lyndon Property Insurance Company # L-0900-74000.

Dated this 30th day of October, 2002

BELMONT COUNTY COMMISSIONERS

Ryan E. Olexo /s/

Mark A. Thomas /s/

Attest:

Mae Whiteley /s/

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF MOTION TO APPROVE

A FIFTY CENT (\$.50) SALARY INCREASE FOR

JOE MAMONE, BELMONT COUNTY MAINTENANCE EMPLOYEE

Motion made by Mr. Probst, seconded by Mr. Olexo to approve an increase in the hourly wage of Belmont County Maintenance employee of Joe Mamone of fifty cents (\$.50). This wage increase is based upon the recommendation of William Eddy, Building and Grounds Superintendent. Mr. Mamone has satisfactorily completed the required 120 day probationary period on October 3, 2002. This increase will be retroactive to pay period ending October 19, 2002.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING

THE SIGNING AND SUBMITTAL OF THE 2002 VIOLENCE AGAINST WOMEN

GRANT APPLICATION/BELMONT COUNTY SHERIFF'S DEPARTMENT

Motion made by Mr. Olexo, seconded by Mr. Probst authorizing Board President Mark A. Thomas to sign and submit the 2002 Violence Against Women Grant Application for the period of April 2, 2003 through December 31, 2003 on behalf of the Belmont County Sheriff's Department's Domestic Violence Investigation Project.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE

QUARTERLY FINANCIAL REPORT FORM FOR THE

BELMONT COUNTY DOMESTIC VIOLENCE INVESTIGATION PROJECT GRANT

Motion made by Mr. Olexo, seconded by Mr. Probst authorizing Commission President Mark A. Thomas to sign and submit the following Quarterly Financial Report Form for the Belmont county Domestic Violence Investigation Project on behalf of the Belmont County Sheriff's Department.

Subgrant No: 2001-WF-VA2-8412, Report Period Ending: 9/30/02

Quarterly Payment Request: \$19,164.44

Upon roll call the vote was as follows:

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

IN THE MATTER OF MOTION TO AUTHORIZING THE

TRANSFER OF FUNDS FOR THE BELMONT COUNTY

SANITARY SEWER DISTRICT

Motion made by Mr. Olexo, seconded by Mr. Probst to authorize the transfer of all remaining revenue currently in SSD #2B Pine Lake Sewer P54 Fund to SSD#2 Sewer P53 Fund based upon the recommendation of Mark Esposito, Belmont County Sanitary Sewer Acting Director. This action is being taken due to the installation of the Route 40 Force Sewer Main, the Pine Lake Sewer Plant and Sewer Collection System will now become a part of the Fox Shannon Sewer System. Effective November 1, 2002 revenue received will be allocated into SSD#2 P53 Fox Shannon Fund.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING
RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED
BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY
TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR**

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED
BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY
TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR
(BOARD OF COUNTY COMMISSIONERS)
Rev. Code, Secs. 5705.34, .35**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 30th day of October, 2002, at the office of the County Commissioners with the following members present:

Ryan E. Olexo
Charles R. Probst, Jr.
Mark A. Thomas

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, this Board of County Commissioners in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2003; and

WHEREAS, the Budget Commission of Belmont County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation; therefore be it

RESOLVED, By the Board of County Commissioners of Belmont County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount Approved by Budget Commission Inside 10 M. Limitation	Amount to be Derived From Levies Outside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
General Fund	\$2,050,000.00		2.30	
Children Service Fund		\$ 255,000.00		.65
Children Service Fund		161,000.00		.35
Mental Health Fund		870,000.00		1.50
Mental Retardation Fund		620,000.00		1.00
Mental Retardation Fund		1,320,000.00		2.00
Mental Retardation Fund		1,004,000.00		1.50
Mental Retardation Fund		1,950,000.00		2.50
Senior Citizens Fund		330,000.00		.50
Senior Citizens Fund		335,000.00		.50
Senior Citizens Fund		730,000.00		1.00
Sheriff Road Patrol				
Other-Misc. Construction Funds				
Relief/Welfare Special Levy Funds				
Child Welfare Services Special Levy Funds				
Health, Mental Health & Clinic Special Levy Funds				
Airports and Commerce Special Levy Funds				
Parks and Recreation Special Levy Funds				
Other-Miscellaneous Special Levy Funds				
Total	\$2,050,000.00	\$ 7,575,000.00	2.30	11.50

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized To Be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND:	YEAR	
Current expense levy authorized by voters on Not to exceed _____ Years.		
Current expense levy authorized by voters on Not to exceed _____ Years		
Current expense levy authorized by voters on Not to exceed _____ Years		
Current expense levy authorized by voters on Not to exceed _____ Years		

TOTAL GENERAL FUND OUTSIDE 10 M. LIMITATION		
SPECIAL LEVY FUNDS:		
Levy authorized by voters on Children Services 11-7 1995 not to exceed 10 Years	.65	\$ 255,000.00
Levy authorized by voters on Children Services 11-5 1996 not to exceed 10 Years	.35	161,000.00
Levy authorized by voters on Mental Health 11-7 1995 not to exceed 10 Years	1.50	870,000.00
Levy authorized by voters on Mental Retardation 11-4 1980 not to exceed Continuous Years	1.00	620,000.00
Levy authorized by voters on Mental Retardation 5-7 1985 not to exceed Continuous Years	2.00	1,320,000.00
Levy authorized by voters on Mental Retardation 11-4 1986 not to exceed Continuous Years	1.50	1,004,000.00
Levy authorized by voters on Mental Retardation 5-4 1999 not to exceed Continuous Years	2.50	1,950,000.00
Levy authorized by voters on Senior Citizens 11-7 2000 not to exceed 5 Years	.50	330,000.00
Levy authorized by voters on Senior Citizens 11-3 1998 not to exceed 5 Years	.50	335,000.00
Levy authorized by voters on Senior Citizens 11-6 2001 not to exceed 5 Years	1.00	730,000.00
Levy authorized by voters on not to exceed _____ Years		
Levy authorized by voters on not to exceed _____ Years		

And be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

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

Mr. Thomas _____,	Yes
Mr. Olexo _____,	Yes
Mr. Probst _____,	Yes

Adopted the 30th day of October, 2002

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

**IN THE MATTER OF REIMBURSEMENT
FOR DAMAGES DUE TO WATER LINE EXTENSION PROJECTS/
SANITARY SEWER DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve payment of the following invoices that were submitted for property damage that occurred during the Belmont County Sanitary Sewer District's various water line extension projects.

BH&S Construction Co., Inc., Invoice #313823 in the amount of \$2,500.00 for the Rt. 40 Sewer Line Construction Project.

\$90.00 to Pamela Crum, Hawthorne Hill Rd., Shadyside, Ohio for the Hawthorne Hill-Lashley Road Water Line Construction.

\$42.65 to Carman R. Mengon, 44347 Main St., Lloydsville, St. Clairsville, Ohio for the Rt. 40 Sewer Line Construction.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING
THE SIGNING AND SUBMITTAL OF THE QUARTERLY
FINANCIAL REPORT FORMS FOR THE GENDER SPECIFIC GRANT/
BELMONT HARRISON JUVENILE DISTRICT**

Motion made by Mr. Probst, seconded by Mr. Olexo authorizing Commission President Mark A. Thomas to sign and submit the Quarterly Financial Report Forms for the Belmont Harrison Juvenile District's Gender Specific Program as follows:

Subgrant No.: 2000-JJ-DI1-0011, Report Period Ending: September 30, 2002, Payment Request: \$17,855.00

Subgrant No.: 2001-JB-002-A158, Report Period Ending: September 30, 2002, Payment Request: \$9,855.09.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS' MEETING AT 7:27 P.M.

Motion made by Mr. Thomas, seconded by Mr. Olexo to adjourn the meeting at 7:27 P.M.
Upon roll call the vote was as follows:

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

Read, approved and signed this 6th day of November A.D., 2002.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK