

EVENING MEETING HELD AT COURTHOUSE

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, Charles R. Probst, and Ryan E. Olexo Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of February 21, 2003 were read, approved and signed.

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

IN THE MATTER OF THE ALLOWANCE OF BILLS

"BILLS ALLOWED"

AS CERTIFIED IN THE AUDITOR'S OFFICE.

The following bills having been certified in the Auditor's office, on motion by Mr. Probst, seconded by Mr. Thomas 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>
Tracie Yereb	Translator fees-General	40.00
James Marling	Settlement agreement-General	4,500.00
Mark Thomas, Commissioner	Reimburse mileage-General	86.40
BCDJFS	March mandated share/Grants/PA-General	28,573.08
CDW-G Inc.	Software/GIS Projects-General	972.96
BP Products North America Inc.	Travel gasoline/Sheriff's-General	3,601.40
Staples Credit Plan	Supplies-General	172.30
Professional Land Surveyor	Registration fees/GIS Projects-General	190.00
Debbie Meloy	Mileage/Auditor-General	29.52
D. William Davis, Judge	Travel expenses/Eastern Court-General	100.80
Manatron	Serviced rendered/Auditor-General	7,926.78
Integrating GIS & CAMA c/o URISA	Registration fees/Auditor-General	325.00
Manatron	Forms & processing/Auditor-General	1,518.17
Wheeling Health Right	2003 allocation-General	20,000.00
M-Therapeutic Network	Placement services-Juvenile Court	3,456.00
Crossroads Counseling Services	Contract services/Drug Ct-Juvenile Ct	2,083.67
Women's Tri-County Help Center	Contract services/Drug Ct-Juvenile Ct	14,150.00
Hills Group Home	Placement services-Juvenile Court	10,166.97
BHJD	Placement services-Juvenile Court	25,434.00
P-American Electric Power	Service/WW#1-Sanitary Sewer	406.23
Eastern Ohio Regional Wastewater	Service/Eastern Court-Satellite Bldg.	40.50
Belmont Co. Sanitary Sewer	Service-Oakview Admin. Building	514.25
S-Casnet	Film Processing-Probate Court Computer	42.83
Belmont Senior Services	Dec '03/8 th billing-In Home Care Levy	68,666.15
Beth Oprisch, Director	Activities-BHJD Who I Am Program	214.58
Beth Andes, MS, PCC	Consultants-BHJD Who I Am Program	1,050.00
Y-Health Assurance PPO	March premium-Insurance	137,829.08
Health Assurance HMO	March premium-Insurance	56,655.03
Health Plan	March premium-Insurance	104,286.26
Bank One Acct.	CDBF Funds-CDBG	31,155.00

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 February 26, 2003 as follow:

<u>FUND</u>	<u>AMOUNT</u>
General/Sheriff's	\$1,459.50, \$1,253.61, \$950.80
General	\$82,710.05, \$8,118.88
General/Chest Clinic	\$312.12
General/Bethesda Building	\$473.28
General/Martins Ferry Building	\$868.62
General/Attorney Fees	\$2,628.89
BCDJFS/CSEA	\$3,735.00
BCDJFS/PA	\$6,404.31, \$1,769.95, \$5,432.13, \$18,696.52
Litter Control	\$843.11
Engineer's MVTG	\$29,667.95, \$2,496.84
P-Sanitary Sewer District	\$15,430.97, \$81,192.98, \$7,424.12, \$247.98
	\$20,853.91
S-Oakview Juvenile Rehab District	\$1,336.90
BHJD Who I Am Program	\$2,677.99
District Detention Home	\$3,993.63, \$3,749.60

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 BHJD DETENTION HOME FUND S33

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfers within fund for the BHJD Detention Home Fund S33.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
S033-S33 Salaries	S033-S37 Contract Repairs	\$5,000.00
S033-S33 Salaries	S033-S60 Supplies/GS	2,000.00
Total		\$7,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CASH ADVANCE
OF FUNDS FROM THE JUVENILE COURT CARE & CUSTODY FUND M60
TO THE JUVENILE COURT ENHANCEMENT GRANT FUND M71**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following CASH ADVANCE of funds from Juvenile Court Care & Custody Fund M60 (Advances Out) to the Enhancement Grant Fund M71 (Advances In) as follows:

FROM	TO	AMOUNT
M060-M52 Transfers Out	M071-M08 Advances In	\$16,233.67

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION
CHARGEBACKS JANUARY AND FEBRUARY 2003**

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following transfer of funds for Hospitalization Chargebacks for January and February, 2003.

From A406-F08 Disaster Services	to Y091-Y01	770.35
From A406-G09 Public Defender	to Y091-Y01	6,736.08
From A006-E11 Belmont County 911	to Y091-Y01	9,641.77
From A403-A09 Bd. of Elections	to Y091-Y01	5,635.60
From H050-H15 Litter Control	to Y091-Y01	2,200.96
From S033-S47 Dist.Det.Home	to Y091-Y01	17,635.76
From S078-S14 County Recorder	to Y091-Y01	1,144.88
From J000-J06 R.E. Assessment	to Y091-Y01	0.00
From W080-P07 Pros-Victim	to Y091-Y01	0.00
From S277-S02 Corrections Act	to Y091-Y01	1,144.88
From S094-S04 County Ct. Probation	to Y091-Y01	0.00
From W082-T07 DRETAC-Treas.	to Y091-Y01	0.00
From B100-B10 Dog & Kennel	to Y091-Y01	3,205.48
From B100-B10 D/K Aud. Clerk	to Y091-Y01	505.95
From L001-L13 Soil Conservation	to Y091-Y01	2,421.07
From H430-H14 Park Health Center	to Y091-Y01	83,514.35
From E101-E12 County Health	to Y091-Y01	9,674.74
From E201-E12 County Health	to Y091-Y01	0.00
From T078-T01 Rabies	to Y091-Y01	230.00
From T077-T01 IAP	to Y091-Y01	401.00
From T079-T01 Welcome Home	to Y091-Y01	172.00
From S049-S63 Mental Health	to Y091-Y01	440.22
From S066-S79 Mental Retardation	to Y091-Y01	82,324.55
From H300-H13 Human Services	to Y091-Y01	114,754.01
From H310-H08 Child Support	to Y091-Y01	9,815.70
From K200-K10 MVGT-K1	to Y091-Y01	1,144.88
From K200-K10 MVGT-K2	to Y091-Y01	2,044.79
From K200-K24 MVGT-K11	to Y091-Y01	28,943.03
From K200-K37 MVGT-K25	to Y091-Y01	11,283.80
From Y090-Y14 Water/Sewer	to Y091-Y01	21,494.86
From T075-T02 WIC	to Y091-Y01	1,452.12
From T075-T52 WIC	to Y091-Y01	0.00
From S079-S07 Clerk of Courts	to Y091-Y01	4,462.64
From S230-S16 Oakview Juv.Rehab.	to Y091-Y01	5,026.88
From S082-S14 Western Court	to Y091-Y01	0.00
From S083-S14 Northern Court	to Y091-Y01	1,144.88
From S084-S14 Eastern Court	to Y091-Y01	1,100.48

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS MEDICAL LIFE INSURANCE
CHARGEBACKS FOR THE PERIOD OF DECEMBER, JANUARY AND FEBRUARY 2003**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds for the Medical Life Insurance chargebacks for the months of December, January and February 2003.

FROM	TO	AMOUNT
A406-G09 Public Defender	Y091-Y05	64.80
A403-A09 Bd. of Elections	Y091-Y05	21.60
A403-A09 Bd. of Elec/Emp.	Y091-Y05	61.23
H050-H15 Litter Control	Y091-Y05	21.60
S033-S47 D. Det. Home	Y091-Y05	244.80
S036-S11 Gender Specific	Y091-Y05	10.80
J000-J06 R.E. Assessment	Y091-Y05	14.40
B100-B10 Dog & Kennel	Y091-Y05	57.60
L001-L13 Soil Conservation	Y091-Y05	39.60
S017-S31 Children Services	Y091-Y05	0.00
H430-H14 County Home	Y091-Y05	1,108.80
E101-E12 County Health	Y091-Y05	142.81
S049-S63 Mental Health	Y091-Y05	48.60
H300-H13 Public Assistance	Y091-Y05	1,584.00
H310-H08 Child Support	Y091-Y05	162.00
K200-K10 Eng K-1 & K-2	Y091-Y05	21.60
K200-K24 Engineers K-11	Y091-Y05	334.22
K200-K37 Engineers K-25	Y091-Y05	115.23
Y090-Y14 Water/Sewer	Y091-Y05	291.60

T075-T02	WIC Fringes '03	Y091-Y05	43.20
T075-T52	WIC Fringes '02	Y091-Y05	0.00
S079-S07	Clk. of Cts. titl	Y091-Y05	86.40
S083-S14	Northern Ct. Computer	Y091-Y05	10.80
S082-S14	Western Ct. Computer	Y091-Y05	10.80
S084-S14	Eastern Ct. Computer	Y091-Y05	10.80
S230-S16	Oak. Juv. Rehab.	Y091-Y05	118.80
S230-S66	Oak. Juv. Rehab.	Y091-Y05	0.00
W080-P07	Victim Assistance	Y091-Y05	10.80
S277-S02	Community Grant	Y091-Y05	10.80

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
P003-P18	SUPPLIES	Y090-Y02 SUPPLIES 2122.31
P003-P19	EQUIPMENT	Y090-Y03 EQUIPMENT 2762.99
P003-P20	LABOR	Y090-Y04 LABOR 0.00
P003-P21	MATERIALS	Y090-Y05 MATERIALS 3469.80
P003-P22	CONTRACT REP.	Y090-Y06 CONTRACT REP. 2.29
P003-P23	CONTRACT SERV.	Y090-Y07 CONTRACT SERV. 752.32
P003-P24	CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ. .00
P003-P25	PURCHASED H2O	Y090-Y09 PURCHASED H2O 47650.28
P003-P27	ADV & PRINTING	Y090-Y04 ADV & PRINTING 0.00
P003-P28	TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP. 6.00
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 3736.20
P003-P32	TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT 838.31
P003-P35	MEDICARE	Y090-Y18 MEDICARE 0.00
TOTAL		61340.50
P005-P18	SUPPLIES	Y090-Y02 SUPPLIES 5465.68
P005-P19	EQUIPMENT	Y090-Y03 EQUIPMENT 11084.32
P005-P21	MATERIALS	Y090-Y05 MATERIALS 15241.56
P005-P22	CONTRACT REP.	Y090-Y06 CONTRACT REP. 4.33
P005-P23	CONTRACT SERV.	Y090-Y07 CONTRACT SERV. 30227.74
P005-P24	CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ. 0.00
P005-P25	PURCHASED H2O	Y090-Y09 PURCHASED H2O 973.51
P005-P27	ADV & PRINTING	Y090-Y10 ADV & PRINTING 0.00
P005-P28	TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP. 11.33
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. 10810.00
P005-P34	TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT 7912.87
P005-P35	MEDICARE	Y090-Y18 MEDICARE 0.00
TOTAL		81731.34
P051-P02	SUPPLIES	Y090-Y02 SUPPLIES 1052.03
P051-P03	EQUIPMENT	Y090-Y03 EQUIPMENT 102.00
P051-P05	MATERIALS	Y090-Y05 MATERIALS 789.76
P051-P06	CONTRACT REP.	Y090-Y06 CONTRACT REP. .98
P051-P07	CONTRACT SERV.	Y090-Y07 CONTRACT SERV. 415.24
P051-P08	CONTRACT PROJ	Y090-Y08 CONTRACT PROJ 0.00
P051-P09	SEWAGE DIS.	Y090-Y08 SEWAGE DIS. 17459.12
P051-P11	ADV & PRINTING	Y090-Y10 ADV & PRINTING 0.00
P051-P12	TRAVEL & EXP	Y090-Y11 TRAVEL & EXP 2.57
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. 2766.20
P051-P16	TRANSFERS OUT	Y090-Y17 TRANSFERS OUT 0.00
P051-P35	MEDICARE	Y090-Y18 MEDICARE 0.00
TOTAL		22587.90
P053-P02	SUPPLIES	Y090-Y02 SUPPLIES 639.49
P053-P03	EQUIPMENT	Y090-Y03 EQUIPMENT 41.21
PO53-P05	MATERIALS	Y090-Y05 MATERIALS 702.48
P053-P06	CONTRACT REP.	Y090-Y06 CONTRACT REPAIRS .40
P053-P07	CONTRACT SERV.	Y090-Y07 CONTRACT SERV. 5625.46
P053-P08	CONTRACT PROJ	Y090-Y08 CONTRACT PROJ 0.00
P053-P09	SEWAGE DIS.	Y090-Y09 SEWAGE DIS. 23419.17
P053-P11	ADVER.&PRINTING	Y090-Y10 ADVER.&PRINTING 0.00
P053-P12	TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP 1.33
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. 3510.68
P053-P16	TRANSFERS OUT	Y090-Y17 TRANSFERS OUT 5891.16
P053-P35	MEDICARE	Y090-Y18 MEDICARE 0.00
TOTAL		39831.38
P055-P02	SUPPLIES	Y090-Y02 SUPPLIES 194.00

P055-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P055-P05 MATERIALS	Y090-Y05 MATERIALS	4.09
P055-P06 CONTRACT REPAIRS	Y090-Y06 CONTRACT REPAIRS	0.00
P055-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	751.95
P055-P11 ADVER & PRINTING	Y090-Y07 ADVER & PRINTING	0.00
P055-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	.42
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.	386.80
P055-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		1337.26
P056-P02 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P056-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	0.00
P056-P09 SEWAGE DISP.	Y190-Y08 SEWAGE DISP.	0.00
P056-P13 PERS	Y090-Y12 PERS	0.00
P056-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P056-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	152.98
P056-P16 TRANSFERS OUT	Y090-Y14 TRANSFERS OUT	0.00
P056-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		152.98

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 BELMONT HARRISON JUVENILE DISTRICT'S S37
WHO I AM PROGRAM FUND**

Motion made by Mr. Probst, 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 February 26, 2003.

S037 Who I Am Program Fund

S037-S01 Salaries	\$13,000.00
S037-S07 Consultants	5,033.00
S037-S10 Rental	1,100.00
S037-S11 Activities	3,000.00
S037-S21 Advances Out	10,867.00
Total this appropriation	\$33,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY PROSECUTING ATTORNEY'S
W80 VICTIM WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Probst, 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 February 26, 2003.

W080 Prosecutor's Office Victim Witness Assistance Program Fund

W080-P01 State VOCA	\$3,242.00
W080-P01 State SVAA	31.00
Total this appropriation	\$3,273.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT JUVENILE COURT'S M55 C-CAP DONATED AND;
M64 PLACEMENT AND; M71 ENHANCEMENT GRANT AND; M73 DRUG COURT IV AND; M75 PLACEMENT II FUNDS**

Motion made by Mr. Probst, 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 February 26, 2003.

M055 Juvenile Court's C-Cap Donated Fund

M055-M09 Salaries	\$1,169.24
M055-M16 Victims of Crime	500.00
Total this appropriation	1,669.24

M064 Juvenile Court's Placement Fund

M064-M01 Salaries	2,027.68
M064-M05 Placements	19,754.00
Total this appropriation	21,781.68

M071 Juvenile Court's Enhancement Grant Fund

M071-M09 Contracts	16,233.67
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M073 Juvenile Court's Drug Court IV Fund

M073-M01 Other	2,971.50
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M075 Juvenile Court's Placement II Fund

M075-M01 Other Expenses	1,750.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE OAKVIEW JUVENILE REHABILITATION DISTRICT'S N21 ESCROW RESIDENTIAL CENTER AND; S28
AFTERCARE AND; S30 OAKVIEW JUVENILE REHABILITATION FUND**

Motion made by Mr. Probst, 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 February 26, 2003.

N021 Oakview Juvenile Escrow Residential Center Fund

N021-N01 Colaianni	\$67,875.28
N021-N02 Power City	30,218.96
N021-N03 Davison Electric	13,955.60
Total this appropriation	\$112,049.84

S028 Oakview Juvenile Aftercare Fund

S028-S02 PERS	\$375.28
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S030 Oakview Juvenile Rehabilitation Fund

S030-S04 Food	62.50
S030-S05 Supplies	9.97
Total this appropriation	\$72.47

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY COMMON PLEAS COURT
S89 SPECIAL PROJECTS FUND**

Motion made by Mr. Probst, 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 February 26, 2003.

S089 Common Pleas Court Special Projects Fund

S089-S01 Other Expenses	\$500.00
S089-S02 Guardian ad litem fees	600.00
S089-S06 Salaries	1,235.00
Total this appropriation	\$2,335.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY COMMISSIONERS CDBG T11 FUND**

Motion made by Mr. Probst, 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 February 26, 2003.

CDBG Grant Number B-F-01-007-1

Draw Number 281

T011 Belmont County Commissioners CDBG Court

T011-T01 Grants	\$31,155.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING TRAVEL REQUESTS

Motion made by Mr. Olexo, seconded by Mr. Probst granting permission for the following employees to travel.

LITTER CONTROL-Samantha Carroll, Program Director to Columbus, OH on 3/5/03 for Ohio EPA brain storming session. County vehicle will be used.

AUDITOR'S -Larry Craig to Columbus, OH on 3/30/03 thru 4/2/03 for 7th Annual Integrating GIS & CAMA Conference. Estimated Expenses: \$1,000.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REQUESTING CERTIFICATION OF MONIES

Motion made by Mr. Probst, seconded by Mr. Olexo to request certification of monies by the Budget Commission as follows:

CDBG Fund-\$31,155.00 paid into T011-T01 on 2/24/03, Grant #B-F-01-007-1, Drawdown #281.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF DISCUSSION HELD
RE: BELMONT COUNTY RECYCLING AND LITTER UPDATE**

Ms. Samantha Carroll, Director Belmont County Recycling and Litter, updated the Board on a number of projects this department either is currently involved with or has participated in during the past year. Ms. Carroll stated 2002 was a record year. However, due to weather conditions, 2003 will not be as productive. She stated, "We started out the year with five (recycling) barns, we put four new ones in this year for a total of nine. We have transported 37.45 tons of illegally dumped trash out of the county. We collected one thousand two hundred and three illegally dumped tires." She continued by stating various activities such as:

- River Sweep: over three hundred participants
- Juvenile Court C-Cap Kids: Primarily responsible for over 75% of the 37.45 tons of trash cleaned up
- Community Clean Up:
- Educational presentations: 38 presentation to children
3 teacher workshops
- GIS involvement saved this department countless hours in researching ownership of dump sights.
- EPA is requesting they install more barns and instill a paper recycling project by the end of the year.

- Grant Monies: Some monies were spent to upgrade benches at the Vesper Site on the 4-H camp property
- Civilian Conservation Signs: have been made and distributed
- Nursing Home visits: Children and adults involved
- Trash to Treasure Contest: Many more involved this year

The Board commended Ms. Carroll on her diligent efforts. Commissioner Probst stated, "This is a very detailed report. Thank you." Commissioner Thomas stated, "We know what you are doing there, you are doing a good job."

IN THE MATTER OF DISCUSSION HELD

RE: MORRISTOWN VILLAGE UPDATE

Mayor Todd Graham along with residents of the Village of Morristown were present to update the Board on the progress the village has made in its effort to have a sewage system installed. Mayor Graham introduced Lois Barr, Doyle Groves, Robert Thomas and Chip Brienza. Mayor Graham stated, "Before this Board and beyond me as Mayor, there was a passage of monies for a grant. We have seen this to fruition. We are here tonight to thank you for your support. The partnership between the Belmont County Commissioners and the village is important. Not only for this project, but for the infrastructure. It is a vital part. Thank you again."

Mayor Graham then introduced Mr. Chip Brienza. Mr. Brienza stated, "Senator DeWine and Strickland earmarked a funding bill for the federal government and President Bush did sign the bill. It is law now. The point is to remind the larger community of this achievement. It has been needed for a long time. This is a result of sustained work by many over a long period of time. The village had to demonstrate their own willingness and did so by paying sewer bills for sewage they don't have. This is a financial investment. We are paying for something we don't have yet. When people work together like this progress is made. In order to develop a cost effective solution to a problem, we partnered with the county and this resulted in something that had been on the books for a long time, that no one was willing to make happen - the force main. We call that a development corridor. There is always a big group effort." Mr. Brienza went over a time line for this project and what had been accomplished yearly. Mr. Brienza stated, "No community, no matter how rich or poor, should be without safe, affordable water and sewage." He continued by thanking the following offices and staff members:

- Senator Ney's office: JP Dutton; John Poe, District Representative
- Senator Voinovich's Office: Karen Bachman, Staff Aide
- Senator DeWine's Office: Elizabeth Belville
- Congressman Strickland's Office: Lou Gentile, District Representative; John Hazley

Mr. Brienza stressed this had been a civic educational learning experience for all those involved. He commented, "When people work together, even voices of little towns can be heard in Washington DC."

Commissioner Probst stated, "We knew early on that your commitment was sincere. It was demonstrated by your enthusiasm. We have a legacy of putting sewage out there. We are fortunate to have the money to provide this service. This is definitely going to provide a better life for the people of Morristown and we commend you for that." Commissioner Thomas stated, "The spirit of the residents of Morristown embodies the spirit of Belmont County. That is why this is the greatest place to live and work. This is a shining example and the Commissioners are elated to do it. The trickle down effect is huge. The concept is as you build the infrastructure, you build new homes, enter new residential areas, new businesses. Thank you for what you do. Not only helping the Village of Morristown, but the county. That is why that partnership is huge and will continue." Commissioner Olexo stated, "I think it is funny you came here to thank us. We should be thanking you for what you have accomplished. This Board since its inception has done everything we can and are willing to continue to do what we can, until this project is complete."

IN THE MATTER OF DISCUSSION HELD

RE: OPEN PUBLIC FORUM

Ms. Holly Quinn, resident of the County came before the Board with questions in regards to Evans Street in Oco. Ms. Quinn has been researching if this road has been vacated and has not found documentation to verify it not being a public road.

Commissioner Probst stated the Commissioners "would be able to help her clear this up. There are proper procedures to follow up for a vacation of a road." Commissioner Thomas explained, "You have numerous issues here, public issues with the Township, private issues with the neighbor. There are no county issues other than if this road was vacated. The Engineer can tell you if it has been vacated."

The Board assured Ms. Quinn they would do what they could to assist in determining if the road had been vacated.

IN THE MATTER OF APPROVING

MINUTES OF REGULAR COMMISSIONERS' MEETING

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the minutes of the Belmont County Commissioners' regular meeting of February 12, 2003.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SETTLEMENT

AGREEMENT IN REGARDS TO JAMES MARLING

Motion made by Mr. Probst, seconded by Mr. Thomas, to approve the settlement agreement in regards to James Marling, Tenth District No. 02APD-12-1414 and SPBR No. 02-REM-08-0282 as negotiated by John Herbert, Blaugrund, Herbert & Martin, Legal Counsel for the Belmont County Commissioners in the aforementioned cases.

As per Section 8 confidentiality clause of the aforementioned settlement agreement:

"Neither Marling nor the board may voluntarily disclose this agreement, its contents, or any of the incidents leading up to it to anyone. For purposes of this section, disclosure is not voluntary if compelled by any governmental authority, including Ohio's Open Records Act, R.C.S 121.22, or required to enforce any party's rights hereunder.

Upon roll call the vote was as follows:

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

UNDER DISCUSSION

Commissioner Probst stated there was a confidentiality clause that prevents the disclosure of the terms of this agreement. Commissioner Thomas stated, "This is a wrongful termination claim. Mr. Marling was an employee of the Belmont County Animal Shelter, and was terminated in 2002. He filed a lawsuit against the Board and other entities and persons. This is a settlement agreement that has been negotiated with legal council. Part of the settlement agreement is that the County admits no wrongdoing. In this case and as per usual, what it comes down to for the taxpayers of the county is the weighing of the cost of litigation versus a potential settlement. In this case, the Board felt that the amount settled upon would be far less than what it would cost to litigate through the payment of legal fees, court costs, etc. The Board stands by its decision with regard to the termination of Mr. Marling.

**IN THE MATTER OF ADOPTING A RESOLUTION TO HIRE
URS CORPORATION FOR ENGINEERING SERVICES RELATIVE
TO THE OHIO EPA NPDES PHASE II STORM WATER MANAGEMENT PLAN AND NOTICE OF INTENT**

Motion made by Mr. Thomas, seconded by Mr. Probst to adopt a Resolution to hire URS Corporation, 277 West Nationwide Boulevard, Columbus, Ohio and accept the terms and conditions as detailed in their Proposal for Professional engineering services relative to the Ohio EPA NPDES Phase II Storm Water Permit Storm Water Management Plan and Notice of Intent.

Amount of this contract is not to exceed twenty thousand dollars (\$20,000.00)

February 12, 2003

Mr. Charles R. Probst, President
Belmont County Commissioner
101 W. Main Street
St. Clairsville, Ohio 43950

**RE: OHIO EPA NPDES Phase II – Storm Water Permit
Storm Water Management Plan (SWMP) and
Notice of Intent (NOI)**

Dear Mr. Probst:

URS Corporation – Ohio (“URS”) is pleased to submit this Proposal for professional engineering services for the subject Project (“Owner”) in response to your meeting with Mr. Thomas Kellas of our office.

ARTICLE I – SCOPE OF PROJECT

It is the understanding that the Project consists of formulating and submitting a Storm Water Management Plan (SWMP) and submission of a “Notice of Intent” (NOI) to the Ohio EPA on behalf of Belmont County and surrounding communities involved. The location of the proposed Project is within Belmont County, Ohio.

ARTICLE II – BASIC SERVICES

URS’ Basic Services shall consist of the tasks described below.

1. **Kick-Off Meeting** – URS shall meet with the Belmont County Commissioners, City and Village Mayors and Township Trustees affected by the Ohio EPA Phase II MS4 Permit submission to discuss the requirements and future affects of the SWMP.
2. **Collect Available Data** – URS, in conjunction with Belmont County, City of St. Clairsville, Village of Bellaire, Village of Bridgeport, Village of Brookside, Village of Martins Ferry, Village of Shadyside, Colerain Township, Mead Township, Pease Township, Pultney Township and Richland Township shall compile all pertinent data necessary for formulating the SWMP.
3. **Review Available Data** – URS shall review all available data obtained from the above aforementioned parties and include such pertinent and appropriate data into formulating the SWMP.
4. **Mapping** – URS shall obtain a copy existing G.I.S. mapping and appropriate themes coverages, along with any other additional storm water mapping provided by the above aforementioned parties for formulating the SWMP.
5. **Analyze Data** – URS shall review/analyze all pertinent data provided by the above aforementioned parties, in an effort to make recommendations for review by all parties involved, in order to formulate and comply with the Ohio EPA in submitting an SWMP.
6. **Storm Water Master Plan Development** – URS, upon compiling and analyzing all available data, shall put in draft report form, the pertinent information requested by Ohio EPA in an effort to formulate an SWMP. Initial report will be a draft for the review and comment by Belmont County and all other parties involved.
7. **Comment / Review / Revise SWMP** – URS shall meet with the Belmont County Commissioners, City and Village Mayors and Township Trustees for review and comment on the recommendation suggested by URS in an effort to comply with the Ohio EPA Phase II Permit submission. Upon review and comment, URS shall revise the SWMP and prepare for Public Notice and Final Submittal, along with the Notice of Intent submission.
8. **Public Notice / View Plan** – URS shall provide to Belmont County a copy of the SWMP for public review and comment. URS shall also assist Belmont County in conducting an open session available for comment from the public regarding the SWMP requirements and recommendations.
9. **Final Plan / Notice of Intent Submittal** – URS shall submit to the Ohio EPA, after revisions, the Final SWMP. Along with this, a letter of “Notice of Intent” will be submitted by Belmont County.

Each municipality, City, Village and Township and Ohio EPA District office shall receive from URS one (1) copy of the finalized SWMP.

ARTICLE III - ADDITIONAL SERVICES

URS shall provide Additional Services for the Project, if authorized by the Owner in writing, and such shall be paid for by the Owner as provided in this Agreement. Additional Services shall consist of providing any services not otherwise included in this Proposal or not customarily furnished in accordance with architectural or engineering services of the scope described herein. The following are examples of Additional Services:

1. Additional work, to the extent that any adjustment in Basic Compensation (from the percentage fee) resulting from the adjusted Construction Cost is not commensurate with the services provided;

ARTICLE IV - SPECIALIZED SERVICES

Services associated with the identification of and elimination of hazards associated with hazardous and toxic materials, such as asbestos and PCBs, shall be recognized as Specialized Services, requiring highly specialized personnel and equipment, and as such shall not be included under Basic Services or Additional Services.

ARTICLE V - TIME SCHEDULE

This offer is good for thirty (30) days from the date above. URS shall commence work February 17, 2003 and shall complete work by March 21, 2003.

ARTICLE VI - TERMS

Basic Compensation for Basic Services shall be the stipulated sum of Twenty Thousand Dollars (\$20,000). For Additional Services, URS shall receive Additional Compensation computed at a multiple of (2.8) times Direct Personnel Expense. Direct Personnel Expense is defined as the direct salaries of URS' personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

Compensation for Specialized Services shall be in addition to compensation for Basic and Additional Services. Compensation for Specialized Services shall be negotiated between the Owner and URS based on the scope of services required.

Reimbursable Expenses, such as printing, travel, special consultants, computer media, progress plots, final plots, etc., shall be in addition to Basic Compensation and Additional Compensation and shall be billed at actual costs plus 10% for an administrative fee.

ARTICLE VII - PAYMENT

Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If payment is not maintained on a thirty (30) day current basis, URS may suspend further performance until payments are current. Client shall notify URS of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. In the event of a legal action for invoice amounts not paid, attorneys’ fees, court costs, and other related expenses shall be paid to the prevailing party.

ARTICLE VIII - PROFESSIONAL RESPONSIBILITY

URS is obligated to comply with applicable standards of professional care in the performance of the Services. Client recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

ARTICLE IX - RESPONSIBILITY FOR OTHERS

URS shall be responsible to Client for URS Services and the services of URS subcontractors. URS shall not be responsible for the acts or omissions of other parties engaged by Client nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

ARTICLE X - RISK ALLOCATION

The liability of URS, its employees, agents and subcontractors (referred to collectively in this Article as "URS"), for Client's claims of loss, injury, death, damage, or expense, including, without limitation, Client's claims of contribution and indemnification, express or implied, with respect to third party claims relating to services rendered or obligations imposed under this Agreement, including all Work Orders, shall not exceed in the aggregate:

- (1) The total sum of \$100,000 for claims arising out of professional negligence, including errors, omissions, or other professional acts, and including unintentional breach of contract; or
- (2) The total sum of \$1,000,000 for claims arising out of negligence, breach of contract, or other causes for which URS has any legal liability, other than as limited by (1) above.

ARTICLE XI - CONSEQUENTIAL DAMAGES

Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE XII - CLIENT RESPONSIBILITY

Client shall: (1) provide URS, in writing, all information relating to Client's requirements for the project; (2) correctly identify to URS, the location of subsurface structures, such as pipes, tanks, cables and utilities; (3) notify URS of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give URS prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions. In the event that URS is requested by Client or is required by subpoena to produce documents or give testimony in any action or proceeding to which Client is a party and URS is not a party, Client shall pay URS for any time and expenses required in connection therewith, including reasonable attorney's fees.

ARTICLE XIV - NO THIRD PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than Client and URS. No third party shall have the right to rely on URS opinions rendered in connection with the Services without URS written consent and the third party's agreement to be bound to the same conditions and limitations as Client.

Should you have any questions relating to this Proposal, please contact Mr. Thomas Kellas of our office.

To serve as our agreement, you may sign and return the enclosed duplicate copy of this letter to the attention of Ms. Tina M. Wolfe, Contract / Proposal Coordinator. If you should issue a Purchase Order, such shall be for your accounting purposes only, as the terms and conditions are not applicable to professional services.

This document shall represent our total agreement and supersedes all prior representations. Any amendment shall be in writing and signed by both parties. Our understanding shall be construed under the laws of the State of Ohio.

Sincerely,

URS CORPORATION - OHIO

Gregory A. Otey

Vice President

Cc: Thomas Kellas, URS

Mark McCabe, URS

PARTIES ACKNOWLEDGE that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly.

Witness as to URS:

Tina M. Wolfe /s/ _____

URS CORPORATION - OHIO

By: Thomas E. Jedlinsky, P.E., P.S. /s/ _____

Thomas E. Jedlinsky, P.E., P.S.

Vice President

02/24/03

Date

Witness as to County:

Darlene Pempek /s/ _____

BELMONT COUNTY COMMISSIONERS

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

Charles R. Probst

By: Mark A. Thomas /s/ _____

Mark A. Thomas

By: Ryan E. Olexo /s/ _____

Ryan E. Olexo

February 26, 2003

Date

APPROVED AS TO FORM:

Robert Quirk /s/ _____

Assistant Prosecuting Attorney

Date: 2/28/03

COUNTY AUDITOR'S CERTIFICATE

I hereby certify that the sum \$20,000.00, being the amount needed to meet the obligations of the foregoing agreement, is in the County Treasury to the credit of an appropriate fund, duly appropriated for such purpose and not otherwise encumbered (P.O. # 509254).

Joseph A. Pappano /s/ _____

03/05/03

County Auditor

Date

Upon roll call the vote was as follows:

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

UNDER DISCUSSION

Commissioner Thomas stated, "There are twelve entities involved in this, the county, five townships, and six municipalities. We are required to compile this information by March 10 of this year and send a Notice of Intent to the EPA, on how the counties, townships and municipalities plan on addressing sewage run offs etc. to comply with the Clean Water Act. It is very detailed. The final implementation of this project must be in place in five years. URS is an engineering company that has experience in compiling the information and putting a plan together in other counties. This is an EPA mandate coming from the federal government down to the State and on down to the County."

IN THE MATTER OF LEGAL AXLE LOAD
LIMIT REDUCTION FOR WAYNE TOWNSHIP TRUSTEES

Motion made by Mr. Thomas, seconded by Mr. Probst to adopt the following:

RESOLUTION

Whereas, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon, and;
Whereas, the Belmont County Board of Commissioners have received a request from the Wayne Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%), and;
Whereas, the Belmont County Engineer has recommended that the Wayne Township Trustees' request be granted.
NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Wayne Township be reduced by fifty percent (50%) for the period beginning March 1, 2003, and ending April 30, 2003.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING
FOR BIDS FOR PILING PROJECT 03-1/ENGINEER'S

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the request from the Belmont County Engineer to advertise for bids for furnishing all labor, materials and equipment to complete the Slip Repair Project to be known as Piling Project 03-1 and direct the Clerk of the Board to proceed with the required Notice to Bidders.

ADVERTISE FOR BIDS

It appearing to the Board that it would be to the best interest of the Public to ask and receive bids for the Belmont County Engineer's Piling Project 03-1, the Clerk is hereby directed to have published in the Martins Ferry Times Leader, a newspaper having general circulation in the County, a "Notice to Bidders" as follows:

NOTICE TO BIDDERS
BELMONT COUNTY COMMISSIONERS' OFFICE
ST. CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **10:45 A.M. (Local Time) Wednesday, March 19, 2003** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following **SLIP REPAIR PROJECT** known as **Piling Project 03-1** then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. –OR–
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety: Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with the bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project must be completed by June 30, 2003.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972 and Governor's Executive Order 84-9 shall be required. Bidders must comply with the prevailing wage rates on Public Improvements in Belmont, County Ohio as determined by the Ohio Department of Industrial Relations.

Said contract will be let to the lowest and best responsible bidder in accordance with the Attachment 1 "Bid Documents Belmont County Commission". The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

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

Times Leader Advertisement: Two (2) Mondays, March 3 and March 10, 2003

IN THE MATTER OF ADVERTISING FOR BIDS
FOR FURNISHING VARIOUS ASPHALT MATERIALS/ENGINEER'S

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the request from the Belmont County Engineer to advertise for bids for various asphalt materials and direct the Clerk of the Board to proceed with the required Notice to Bidders.

ADVERTISE FOR BIDS

It appearing to the Board that it would be to the best interest of the Public to ask and receive bids for furnishing the Belmont County Engineer's Department with various asphalt materials, materials to be picked up at the area asphalt plants by the Engineer's Department, the Clerk is hereby directed to have published in the Martins Ferry Times Leader, a newspaper having general circulation in the County, a "Notice to Bidders" as follows:

NOTICE TO BIDDERS
BELMONT COUNTY COMMISSIONERS' OFFICE
ST. CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until 6:00 P.M. (Local Time) Wednesday, March 26, 2003 for furnishing "Various Asphalt Materials – to be picked up at the plant" for the Belmont County Engineering Department, St. Clairsville, Ohio 43950, then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. –OR–
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety: Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

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

Darlene Pempek, Clerk of the Board

Times Leader Advertisement: Two (2) Mondays, March 10 and March 17, 2003

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE REQUEST OF
THE BELMONT COUNTY FAIR HOUSING BOARD DIRECTOR
TO PURCHASE TWO BILLBOARDS**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the request of Fair Housing Director, Ms. Roberta Jenkins to purchase two billboards for Fair Housing Month. One for the Bellaire/ Martins Ferry area and one for the St. Clairsville area. These billboards will be purchased with CDBG funds which have been designated for Fair Housing expenditures

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING
AUDITOR JOSEPH PAPPANO TO ESTABLISH
A NEW AGENCY FUND FOR BELMONT COUNTY**

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

**Belmont County PERS Employer's Share
Holding Account**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING AUDITOR JOSEPH PAPPANO TO ESTABLISH
A NEW FUND FOR THE BELMONT COUNTY JUVENILE COURT GRANT FUNDS**

Motion made by Mr. Thomas, seconded by Mr. Olexo authorizing Belmont County Auditor Joseph A. Pappano to establish a new fund for the Belmont County Juvenile Court Grant Funds entitled:

Title II Drug Court

The following line items are needed:

Personnel

Supplies

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 February 12 and February 21, 2003 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 APPROVING FINAL
FINANCIAL REPORT FORM FOR THE GENDER SPECIFIC GRANT/
BEL-HARRISON JUVENILE DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Final Financial Report Form for the Gender Specific Grant Program, Subgrant No. 2001-JB-002-A158, Report Period Ending: 1/31/03, Payment Request: \$0.00.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SUBGRANT AWARD FOR
BELMONT COUNTY JUVENILE COURT'S DRUG COURT PROGRAM**

Motion made by Mr. Thomas, seconded by Mr. Olexo authorizing Commission President Charles R. Probst, Jr. to sign and submit the Subgrant Award for the Belmont County Juvenile Drug Court, Sugrant No. 2002-JJ-DA1-0095, Project Period: 2/1/03 to 12/31/03, Subgrantee: Belmont County Commissioners, Implementing Agency: Belmont County Juvenile Court, Award Date: 2/7/03, Project Total: \$30,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF DISCUSSION HELD

RE: PUBLIC THANK YOU TO WORK CREWS

Commissioner Thomas stated, "I would like to thank publicly our County Engineer employees for the excellent work during the snow emergency. They did a great job clearing the county roads. County roads were in very good shape even on Monday. Tuesday they were very clear and the crews went to help Martins Ferry. They did a fantastic job in assisting the townships and municipalities. Our County EMA operations center, Commissioner Probst spent a lot of time there. I want the minutes to reflect the Board's appreciation to everyone for the co-operation. They did a fantastic job doing their job during a very difficult time." Commissioner Olexo stated, "Also, the State of Ohio, ODOT, Dave Schafer, The Army Corp of Engineers, Congressmen Ney and Strickland's office, Carnes - everyone involved who helped us through this." Commissioner Probst stated, "Volunteers who worked for Mr. Quinlin were great. We received funding to help the Senior Citizens and they are still plowing today. The Department of Job and Family Services stepped right up, as did the Senior Services Agency. The county, villages and townships are very grateful."

IN THE MATTER OF ADJOURNING
COMMISSIONERS' MEETING AT 7:44 P.M.

Motion made by Mr. Probst, seconded by Mr. Thomas to adjourn the meeting at 7:44 P.M.
Upon roll call the vote was as follows:

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

Read, approved and signed this 5th day of March A.D., 2003.

_____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr. 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