

**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 January 22, 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  
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. 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.

Claim of	Purposes	Amount
Mae Whiteley, Assistant Clerk	Reimburse mileage-General	25.92
Paul B. Jefferis	Misc. attorney fees-General	3,649.40
Mark H. Fry, Humane Officer	February mileage-General	304.00
Charles Defilippo	Feb. rent/100 W. Main St.-General	4,000.00
BP Oil Co. (credit card)	Gasoline expenses-General	751.64
SBC Ameritech	Misc. phone service-General	575.79
Draft-Co. Inc.	Supplies/GIS Projects-General	205.98
ESRI Sales, Inc.	Maintenance renewal/GIS Projects-General	5,080.00
DLT Solutions, Inc.	Subscription renewal/GIS Projects-General	472.00
Lilienthal Southeastern	Emergency check order/Western Ct-General	392.01
Ohio AFSCME Care Plan	Dental & Drug coverage-General	318.00
Elan Financial Services	Jan travel expenses-General	100.70
Belmont Co. Sanitary	Service-Oakview Adm. Building	409.75
Bel. Co. Dept. of Job & Family	Feb. mandated share/Grants/PA-General	28,573.08
Thomas Jeep Eagle	Ford Explorer/Sheriff-General	12,300.00
Pizza Outlet	Lunches/FOP negotiationsp-General	32.00
G-Belmont County Tourism Council	Feb. operating expenses-Lodging Excise Tax	16,000.00
O-Belmont National Bank	Computer loan pmt-Northern Ct Bond Retire	1,747.64
P-Belmont County Sanitary Sewer	Service/WW#1-Sanitary Sewer	4,505.64
Vaughn, Coast & Vaughn, Inc.	WWS #3 Water Line Ext-Sanitary Sewer	8,500.00
American Electric Power	Misc service/WW #1-Sanitary Sewer	542.56
Totterdale Bros. Supply Co.	Contract serv/Water & Sewer Dev.-San Sewer	416.00
East Ohio Regional Wastewater Auth	Sewage disposal acct 02-00-54-San. Sewer	35,078.70
S-Diane Day	Court Reporting fee/1/21/03-Western Spec.	75.00
Diane Day	Court Reporting fee/Transcript-Western Spec.	72.00
ComDoc, Inc.	Film-Probate Court Computer	110.00
AT&T Broadband	Internet-Western Computer	155.00
NAMI Ohio	ODRC presentation-Common Pleas Spec. Proj.	75.00
Beth Andes, MS, PCC	Consultants, Supplies-BHJD Gender Specific	547.44
Beth Andes, MS, PCC	Activities-BHJD Who I Am Program	502.56
Belmont Senior Services	July '02/11 <sup>th</sup> billing-In Home Care Levy	25,732.48
Belmont Senior Services	Nov '02/8 <sup>th</sup> billing-In Home Care Levy	21,635.43
Belmont Senior Services	Operating expenses-In Home Care Levy	86.94
Belmont Senior Services	Jan '02/1 <sup>st</sup> billing-In Home Care Levy	5,281.98
Y-Health Assurance PPO	February premium-Insurance	138,994.91
Health Plan	February premium-Insurance	102,868.00
Health Assurance HMO	February premium-Insurance	57,229.97

**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 January 29, 2003.

FUND	AMOUNT
General/Sheriff's	\$4,055.07, \$6,696.19, \$2,347.88
General	\$23,912.53, \$4,442.68, \$11,959.51
General/Bethesda Building	\$2,486.38
General/Martins Ferry Building	\$1,924.76
Dog Kennel	\$242.97, \$2,757.92
BCDJFS/PA	\$4,072.13, \$7,889.47, \$2,153.74
Litter Control	\$2,345.53
Engineer's MVGT	\$2,526.73, \$16,624.91
Eastern Satellite Building	\$952.94
Sanitary Sewer	\$5,489.91, \$132,313.40, \$1,684.96, \$11,064.54
	\$46,452.04, \$1,035.95, \$627.19, \$132.70, \$13,093.99
District Detention Home	\$10,151.42
Certificate of Title Adm.	\$415.99
Common Pleas Grant	\$194.69
Oakview Juvenile Rehab. Dist.	\$2,057.78
Oakview Juvenile Rehab/Aftercare	\$4,007.47
Northern Court Special Projects	\$1,849.78
Sheriff's Commissary	\$202.00
Job Training	\$1,341.95

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 GENDER SPECIFIC GRANT FUND S36**

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the following transfers within fund for the BHJD Gender Specific Grant Fund S36.

FROM	TO	AMOUNT
S036-S05 Miscellaneous	S036-S15 Advances Out	\$9,459.47
S036-S07 Workers Comp	S036-S15 Advances Out	395.53

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS**

**WITHIN FUND FOR THE OAKVIEW JUVENILE REHABILITATION DISTRICT FUND S30**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the following transfers within fund for the Oakview Juvenile Rehab District S30 Fund.

FROM	TO	AMOUNT
S030-S40 Grant Holding	S030-S01 Salaries	\$5,000.00
S030-S40 Grant Holding	S030-S03 Medical	1,200.00
S030-S40 Grant Holding	S030-S05 Supplies	2,000.00
S030-S40 Grant Holding	S030-S06 Motor Vehicle	1,000.00
S030-S40 Grant Holding	S030-S08 Communications	1,000.00
S030-S40 Grant Holding	S030-S09 Utilities	500.00
S030-S40 Grant Holding	S030-S12 Printing	500.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS**

**WITHIN THE MAGISTRATE'S GENERAL FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfers within fund for the Magistrate's General Fund.

FROM	TO	AMOUNT
A002-B25 Salaries/Employees	A002-B27 Equipment	\$48.00
A002-B25 Salaries/Employees	A002-B26 Supplies	174.00
A002-B25 Salaries/Employees	A002-B30 Other Expenses	4,358.72

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER**

**OF FUNDS-INSURANCE LINE ITEMS**

**TO INSURANCE HOLDING ACCOUNTS**

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following transfer of funds from insurance line items to insurance holding accounts.

FROM	TO	AMOUNT
A014-A06 GROUP & LIABILITY	Y091-Y01 HOLDING ACCOUNT	850,000.00
A014-A07 EMPLOYERS SHARE MEDICARE	Y091-Y02 HOLDING ACCOUNT	77,500.00
A014-A08 WAIVED HOSPITALIZATION	Y091-Y03 HOLDING ACCOUNT	16,000.00
A014-A09 EMPLOYEE LIFE INS.	Y091-Y05 HOLDING ACCOUNT	10,000.00

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 THE DELTA DENTAL**

**CHARGEBACKS FOR THE MONTHS**

**OF DECEMBER 2002 AND JANUARY 2003**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following transfer of funds for the Delta Dental Chargebacks for the months of December 2002 and January 2003.

FROM	TO	AMOUNT
A014-A12 GENERAL	Y091-Y07	\$9415.00
A406-F08 DISASTER SERVICES	Y091-Y07	60.00
A006-E11 9-1-1	Y091-Y07	660.00
A406-G09 PUBLIC DEFENDER	Y091-Y07	360.00
A403-A09 BD OF ELECTIONS	Y091-Y07	240.00
M055-M10 C-CAP DONATED/JUV	Y091-Y07	60.00
M060-M64 CARE/CUSTODY REST.	Y091-Y07	22.00
M071-M05 ENHANCEMENT	Y091-Y07	33.00
M060-M29 CARE-CUSTODY/JUV. CT.	Y091-Y07	142.00
M064-M10 PLACEMENT	Y091-Y07	60.00
H050-H15 LITTER CONTROL	Y091-Y07	120.00
S033-S47 DIST DETENTION	Y091-Y07	1062.00
S078-S14 SUPP. EQUIP/RECORDER	Y091-Y07	0.00
J000-J06 REAL ESTATE ASSESSMENT	Y091-Y07	63.00
S277-S02 CORRECTIONS ACT GRANT	Y091-Y07	60.00
W080-P07 PROS-VICTIM	Y091-Y07	60.00
S082-S14 WESTERN CT-COMP.	Y091-Y07	60.00
S083-S14 NORTHERN COMPUTER	Y091-Y07	60.00
S084-S14 EASTERN COMPUTER	Y091-Y07	60.00
B100-B10 DOG AND KENNEL	Y091-Y07	164.00
L001-L13 SOIL CONSERVATION	Y091-Y07	142.00
H430-H14 PARK HEALTH CENTER	Y091-Y07	4772.00
E101-E12 COUNTY HEALTH DEPT	Y091-Y07	646.00
T077-T01 IAP	Y091-Y07	21.00
T078-T01 RABIES	Y091-Y07	12.00
T079-T01 WELCOME HOME	Y091-Y07	33.00

S049-S63	MENTAL HEALTH	Y091-Y07	224.00
H300-H13	HUMAN SERVICES	Y091-Y07	1288.00
H310-H08	CSEA	Y091-Y07	120.00
K200-K10	K-1	Y091-Y07	60.00
K200-K10	K-2	Y091-Y07	202.00
K200-K24	K-11	Y091-Y07	240.00
K200-K37	K-25	Y091-Y07	71.00
Y090-Y14	WATER/SEWER DEPT	Y091-Y07	1294.00
T075-T52	WIC	Y091-Y07	0.00
T075-T02	WIC	Y091-Y07	202.00
S079-S07	CLERK OF COURTS	Y091-Y07	344.00
S230-S66	OAKVIEW JUVENILE	Y091-Y07	0.00
S230-S16	OAKVIEW JUVENILE	Y091-Y07	546.00
S028-S53	AFTERCARE	Y091-Y07	0.00
W081-P07	DRETAC-PROS ATTY	Y091-Y07	60.00
TOTAL			\$23,038.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE VISION INSURANCE CHARGEBACKS FOR THE MONTHS OF DECEMBER 2002 AND JANUARY 2003**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following transfer of funds for the Vision Insurance Chargebacks for the months of December 2002 and January 2003.

FROM	TO	
A014-A11	GENERAL	Y091-Y06 3565.02
A406-F08	DISASTER SERVICES	Y091-Y06 22.18
A006-E11	9-1-1	Y091-Y06 243.98
A406-G09	PUBLIC DEFENDER	Y091-Y06 133.08
A403-A09	BD. OF ELECTIONS	Y091-Y06 88.72
M055-M10	C-CAP DONATED	Y091-Y06 22.18
M071-M05	ENHANCEMENT GRANT	Y091-Y06 14.46
M060-M64	CARE/CUSTODY REST.	Y091-Y06 9.64
M060-M29	CARE-CUSTODY/JUV. CT.	Y091-Y06 54.00
M064-M10	PLACEMENT	Y091-Y06 22.18
H050-H15	LITTER CONTROL	Y091-Y06 44.36
S033-S47	DIST. DET. HOME	Y091-Y06 414.17
S078-S14	SUPP. EQUIP/RECORDER	Y091-Y96 0.00
J000-J06	REAL ESTATE ASSES.	Y091-Y06 25.55
W080-P07	PROS. VICTIM	Y091-Y06 0.00
S277-S02	CORRECTIONS ACT GRANT	Y091-Y06 22.18
S094-S04	COUNTY CT. PROBATION	Y091-Y06 0.00
S082-S14	WESTERN CT. COMP.	Y091-Y06 22.18
S083-S14	NORTHERN COMPUTER	Y091-Y06 22.18
S084-S14	EASTERN COMPUTER	Y091-Y06 22.18
B100-B10	DOG & KENNEL	Y091-Y06 63.64
L001-L13	SOIL CONSERVATION	Y091-Y06 54.00
H430-H14	COUNTY HOME	Y091-Y06 1790.70
E101-E12	COUNTY HEALTH	Y091-Y06 260.89
T077-T01	IAP	Y091-Y06 8.00
T078-T01	RABIES	Y091-Y06 5.00
T079-T01	WELCOME HOME	Y091-Y06 13.00
S049-S63	MENTAL HEALTH	Y091-Y06 98.36
H300-H13	HUMAN SERVICES	Y091-Y06 482.16
H310-H08	CHILD SUPPORT	Y091-Y06 44.36
K200-K10	MVGT K-1	Y091-Y06 22.18
K200-K10	MVGT K-2	Y091-Y06 76.18
K200-K24	MVGT K-11	Y091-Y06 618.14
K200-K37	MVGT K-25	Y091-Y06 214.08
Y090-Y14	WATER/SEWER	Y091-Y06 488.90
T075-T52	WIC	Y091-Y06 0.00
T075-T02	WIC	Y091-Y06 76.18
S079-S07	CLERK CRTS. TITLE	Y091-Y06 130.18
S230-S66	OAKVIEW JUVENILE	Y091-Y06 0.00
S230-S16	OAKVIEW JUVENILE	Y091-Y06 206.36
S028-S53	AFTERCARE	Y091-Y06 0.00
W081-P07	PROSECUTOR DRETAC	Y091-Y06 22.18
TOTAL		\$9,422.73

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE EXPRESS SCRIPTS CHARGEBACKS FOR THE MONTHS OF DECEMBER 2002 AND JANUARY 2003**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following transfer of funds for the Express Scripts Chargebacks for the months of December 2002 and January 2003.

FROM	TO	AMOUNT
A014-A13	GENERAL	Y091-Y08 20,525.14
A406-F08	DISASTER SERVICES	Y091-Y08 149.60
A006-E11	911 FUND	Y091-Y08 1,253.12
A406-G09	PUBLIC DEFENDER	Y091-Y08 897.60
A403-A09	BD. OF ELECTIONS	Y091-Y08 748.00
M055-M10	C-CAP DONATED	Y091-Y08 149.60
M060-M64	CARE/CUSTODY REST.	Y091-Y08 56.32
M071-M05	ENHANCEMENT	Y091-Y08 84.48
M060-M29	CARE-CUSTODY/JUV. CT.	Y091-Y08 355.52
M064-M10	PLACEMENT	Y091-Y08 56.32
H050-H15	LITTER CONTROL	Y091-Y08 299.20

S033-S47	DIST. DET. HOME	Y091-Y08	2,357.52
S078-S14	SUPP. EQUIP/RECORDER	Y091-Y08	0.00
J000-J06	REAL ESTATE ASSES.	Y091-Y08	159.28
W080-P07	PROS-VICTIM	Y091-Y08	0.00
S277-S02	CORRECT. ACT GRANT	Y091-Y08	149.60
S082-S14	WESTERN CT.-COMP.	Y091-Y08	0.00
S083-S14	NORTHERN CT.-COMP.	Y091-Y08	149.60
S084-S14	EASTERN CT.-COMP.	Y091-Y08	149.60
B100-B10	DOG & KENNEL	Y091-Y08	411.84
L001-L13	SOIL CONSERVATION	Y091-Y08	355.52
H430-H14	COUNTY HOME	Y091-Y08	11,401.60
E101-E12	COUNTY HEALTH	Y091-Y08	1,324.88
T077-T01	IAP	Y091-Y08	53.00
T078-T01	RABIES	Y091-Y08	30.00
T079-T01	WELCOME HOME	Y091-Y08	23.00
S049-S63	MENTAL HEALTH	Y091-Y08	56.32
S066-S79	MENTAL RETARDATION	Y091-Y08	11279.60
H300-H13	HUMAN SERVICES	Y091-Y08	3682.80
H310-H08	CHILD SUPPORT	Y091-Y08	359.50
K200-K10	K-1	Y091-Y08	149.60
K200-K10	MVGT K-2	Y091-Y08	516.60
K200-K24	MVGT K-11	Y091-Y08	688.50
K200-K37	MVGT K-25	Y091-Y08	181.80
Y090-Y14	WATER/SEWER	Y091-Y08	2993.76
T075-T52	WIC	Y091-Y08	0.00
T075-T02	WIC	Y091-Y08	205.92
S079-S07	CLERK CRTS. TITLE	Y091-Y08	747.76
S230-S66	OAKVIEW JUVENILE	Y091-Y08	0.00
S230-S16	OAKVIEW JUVENILE	Y091-Y08	804.08
S028-S53	AFTERCARE	Y091-Y08	0.00
W081-P07	PROSECUTOR DRETAC	Y091-Y08	0.00
Total			\$62806.58

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	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 January for the Belmont County Sanitary Sewer Department.

FROM	TO	AMOUNT
P003-P18	SUPPLIES Y090-Y02	76.05
P003-P19	EQUIPMENT Y090-Y03	0.00
P003-P20	LABOR Y090-Y04	0.00
P003-P21	MATERIALS Y090-Y05	552.95
P003-P22	CONTRACT REP. Y090-Y06	448.62
P003-P23	CONTRACT SERV. Y090-Y07	639.59
P003-P24	CONTRACT PROJ. Y090-Y08	.00
P003-P25	PURCHASED H2O Y090-Y09	95304.64
P003-P27	ADV & PRINTING Y090-Y04	0.00
P003-P28	TRAVEL & EXP. Y090-Y11	29.10
P003-P29	PERS Y090-Y12	0.00
P003-P30	WORKERS' COMP Y090-Y13	0.00
P003-P31	OTHER EXPENSES Y090-Y14	1027.29
P003-P32	TRANSFERS-OUT Y090-Y17	1916.41
P003-P35	MEDICARE Y090-Y18	0.00
TOTAL		99994.65
P005-P18	SUPPLIES Y090-Y02	143.58
P005-P19	EQUIPMENT Y090-Y03	907.89
P005-P21	MATERIALS Y090-Y05	9769.06
P005-P22	CONTRACT REP. Y090-Y06	1236.29
P005-P23	CONTRACT SERV. Y090-Y07	28836.87
P005-P24	CONTRACT PROJ. Y090-Y08	0.00
P005-P25	PURCHASED H2O Y090-Y09	1037.39
P005-P27	ADV & PRINTING Y090-Y10	0.00
P005-P28	TRAVEL & EXP. Y090-Y11	54.95
P005-P29	PERS Y090-Y12	0.00
P005-P30	WORKERS' COMP Y090-Y13	0.00
P005-P31	OTHER EXP. Y090-Y14	3144.65
P005-P34	TRANSFERS-OUT Y090-Y17	7170.13
P005-P35	MEDICARE Y090-Y18	0.00
TOTAL		52300.81
P051-P02	SUPPLIES Y090-Y02	32.49
P051-P03	EQUIPMENT Y090-Y03	0.00
P051-P05	MATERIALS Y090-Y05	576.49
P051-P06	CONTRACT REP. Y090-Y06	87.22
P051-P07	CONTRACT SERV. Y090-Y07	318.29
P051-P08	CONTRACT PROJ. Y090-Y08	0.00
P051-P09	SEWAGE DIS. Y090-Y08	16136.20
P051-P11	ADV & PRINTING Y090-Y10	0.00
P051-P12	TRAVEL & EXP Y090-Y11	12.43
P051-P13	PERS Y090-Y12	0.00
P051-P14	WORKERS' COMP Y090-Y13	0.00
P051-P15	OTHER EXP. Y090-Y14	879.58
P051-P16	TRANSFERS OUT Y090-Y17	0.00
P051-P35	MEDICARE Y090-Y18	0.00
TOTAL		18042.70
P053-P02	SUPPLIES Y090-Y02	13.13
P053-P03	EQUIPMENT Y090-Y03	0.00
P053-P05	MATERIALS Y090-Y05	801.80
P053-P06	CONTRACT REPAIRS Y090-Y06	35.24

P053-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	5588.56
P053-P08	CONTRACT PROJ	Y090-Y08	CONTRACT PROJ	0.00
P053-P09	SEWAGE DIS.	Y090-Y09	SEWAGE DIS.	18942.50
P053-P11	ADVER.&PRINTING	Y090-Y10	ADVER.&PRINTING	0.00
P053-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP	6.46
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.	807.80
P053-P16	TRANSFERS OUT	Y090-Y17	TRANSFERS OUT	0.00
P053-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				26195.49
P055-P02	SUPPLIES	Y090-Y02	SUPPLIES	0.00
P055-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	0.00
P055-P05	MATERIALS	Y090-Y05	MATERIALS	0.00
P055-P06	CONTRACT REPAIRS	Y090-Y06	CONTRACT REPAIRS	0.00
P055-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	1560.50
P055-P11	ADVER & PRINTING	Y090-Y07	ADVER & PRINTING	0.00
P055-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	2.04
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.	123.61
P055-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				1686.15
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.	32.37
P056-P16	TRANSFERS OUT	Y090-Y14	TRANSFERS OUT	0.00
P056-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				826.89

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE FUND  
FOR THE GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following transfer of funds within the fund for the Belmont County General Fund.

FROM	TO	Amount
A401-All Other Exp	A002-G64 Juror Fees	\$500.00

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 AUDITOR'S OFFICE J000 REAL ESTATE ASSESSMENT FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of January 3, 2003.

**J000 Auditor's Real Estate Assessment Fund**

J000-J03 Contract Services	\$50,000.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF CASH ADVANCE  
OF FUNDS TO THE BELMONT HARRISON  
JUVENILE DISTRICT DETENTION HOME FUND S37**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following CASH ADVANCE of funds from the BHJD Gender Specific Grant Fund S36 (Advances Out) to the BHJD Who I Am Program Fund S37 (Advances In) as follows:

FROM	TO	AMOUNT
S036-S15 Advances Out	S037-S06 Advances In	\$9,855.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING REQUEST  
TO TRAVEL FOR VETERANS' SERVICE COMMISSION EMPLOYEE**

Motion made by Mr. Thomas, seconded by Mr. Olexo granting permission for one member of the Veterans' Service Commission to travel to Columbus, Ohio, on Feb. 11-12, 2003, to attend the O.S.A.C.V.S.O. Quarterly Service Officer Meeting. Estimated expenses: \$ 300.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING  
REQUEST TO TRAVEL FOR RECYCLING  
& LITTER PREVENTION PROGRAM DIRECTOR**

Motion made by Mr. Thomas, seconded by Mr. Olexo granting permission for Samantha Carroll to travel to Columbus, Ohio, on February 25, 2003 to pick up Program materials.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING**

**REQUEST FOR ENGINEER'S EMPLOYEE TO TRAVEL**

Motion made by Mr. Thomas, seconded by Mr. Olexo granting permission for John Parkinson, Computer Specialist, to travel to Wheeling, WV, on March 10-11, 2003, to attend CompuMaster workshop. Estimated expenses: \$ 425.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING**

**REQUEST TO TRAVEL FOR BCDJFS EMPLOYEES**

Motion made by Mr. Thomas, seconded by Mr. Olexo granting permission to travel to the following BCDJFS employees.

1. Dwayne Pielech to Mansfield, OH, on Feb. 4, 2003, to attend Canton District Directors' Meeting - \$ 101.52
2. Dwayne Pielech to Ashland, OH, on March 4, 2003, to attend Canton District Directors' Meeting - \$ 93.60
3. Dwayne Pielech to Millersburg, OH, on April 1, 2003, to attend Canton District Directors' Meeting - \$ 72.00
4. Dwayne Pielech to New Philadelphia, OH, on May 13, 2003, to attend Canton District Directors' Meeting - \$55.80
5. Dwayne Pielech to Carrollton, OH, on July 15, 2003, to attend Canton District Directors' Meeting - \$ 48.60
6. Dwayne Pielech to Zanesville, OH, on August 5, 2003, to attend Canton District Directors' Meeting - \$ 43.20
7. Dwayne Pielech to Coshocton, OH, on Sept. 2, 2003, to attend Canton District Directors' Meeting - \$ 68.40
8. Dwayne Pielech to Mt. Vernon, OH, on Oct. 7, 2003, to attend Canton District Directors' Meeting - \$ 88.56
9. Dwayne Pielech to Cadiz, OH, on Nov. 4, 2003, to attend Canton District Directors' Meeting - \$ 12.24
10. Dwayne Pielech to Canton, OH, on Dec. 2, 2003, to attend Canton District Directors' Meeting - \$ 79.20
11. Dwayne Pielech to Washington, DC, on Feb. 28-March 4, 2003, to attend 2003 NACo Legislative Conference - \$1,043.68
12. Becky Martino and Mike Kinter to Cambridge, OH, on Jan. 27, 2003, to attend OBWC Conference - \$ 56.40
13. Bonnie White and Bobbie Riggs to Wheeling, WV, on March 10-11, 2003, to attend Canton District Directors' Meeting - \$ 32.28
14. Jennifer Feitz and Jamie Coen-Pickens to Columbus, OH, on Feb. 6, 2003, to attend OCWTP TOT Training - \$ 110.40
15. Jennifer Feitz and Jamie Coen-Pickens to Columbus, OH, on Feb. 10, 2003, to attend OCWTP TOT Training - \$ 110.40
16. Jennifer Feitz and Jamie Coen-Pickens to Columbus, OH, on March 3-5, 2003, to attend OCWTP TOT Training - \$ 110.40
17. Jennifer Feitz and Jamie Coen-Pickens to Columbus, OH, on May 1-2, 2003, to attend OCWTP TOT Training - \$ 410.40
18. Jennifer Feitz and Jamie Coen-Pickens to Columbus, OH, on May 19-20, 2003, to attend OCWTP TOT Training - \$ 410.40
19. Jennifer Feitz and Jamie Coen-Pickens to Columbus, OH, on June 2-3, 2003, to attend OCWTP TOT Training - \$ 410.40

Upon roll call the vote was as follows:

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

**PUBLIC DISCUSSION-**

**NEFFS WATERLINE PROPOSED PROJECT**

Mr. Donald McFeley, Committee for Neffs Survival, came before the Board with questions regarding the waterline issues in that area. He inquired as to the 2-1 vote when selecting Green and Associates as the Engineer for Belmont County Sanitary Sewer District waterline extension projects. Commission President Probst responded, "It is not uncommon for the Commissioners to have a split vote on different decisions that are brought before us. Each one of us has different views, particularly this issue with the engineers. There were three very much qualified engineers that put in for it. We chose the one which we thought would be the best for this project." Mr. McFeley asked why it had taken so long. Commissioner Probst stated, "We were finalizing the county budget for 2003 which tied up a lot of our time during the year. I know that the anticipation of the Neffs residents was, we should have had something done in November and December. But with the anticipated budget cuts from the state and what we were faced with at the county level, we were spending every day trying to get the county budget finalized." Mr. McFeley stated residents in his area have been asking him the questions so he has come today to get answers for them. Commissioner Thomas stated, "I think what we need to do is focus on the future rather than the past. I appreciate your coming here today and if you are faced with the questions, I would rather they call us. The residents need to understand that there is more to the Commissioners office than the Neffs Sewer Project. As important as it is, we have an inordinate amount of things that go through this office and unfortunately, quite frankly, because of budget issues. Just read the newspaper. The number of employee issues that we have could go on and on. It just got bounced back down the ladder."

Mr. McFeley stated the residents he has spoken with will not call the Commissioners office, but would rather voice their concerns to him. Commissioner Thomas stated, "The important thing they need to understand, and I think they do, as well as you do, is that we made the decision. It was a big step in a problem that has been existing for fifty years." Commissioner Probst stated, "It is definitely a step in the right direction. Hopefully one, two or all three of us will be at the next meeting you have and will be able to answer any questions."

**PUBLIC DISCUSSION-**

**BELMONT SENIOR SERVICES**

Mr. Michael Bianconi, public citizen, questioned if the Board could provide a list of the county infrastructure projects, their estimates, the bid amounts, and the actual amount of the projects to date. He stated he had initially asked for this information four to five months ago.

**PUBLIC DISCUSSION-**

**BELMONT SENIOR SERVICES (cont'd)**

Commissioner Olexo stated, "We do have most of that information compiled and can get that to you. You are right, we talked about that at a meeting in Neffs. We never released it to the public because we were waiting for some finals to come for the year 2002 in order to make a complete report. We can get that to you."

Mr. Bianconi then questioned the formula to be used for the charge back system of the BSS vans and would this formula be used for those vans currently owned. Commissioner Olexo stated, "You are right, the vans being purchased now, there is a formula. It is based upon the number of meals delivered and the time that the driver has spent for each funding source. That is how the breakdown will be on the purchase price of the vans, broken down, time used per month. And as far as the other vans, we have not to date, applied that formula to those vans. We wanted to get those four established and taken care of first."

Mr. Bianconi continued with questions in regards to the Board's appointment of members to the Belmont Senior Services Board of Trustees and the changes in the bylaws for the BSS Board. Commissioner Thomas stated, "We are being repetitive again. We are not working on the bylaws. I don't see how we are not being clear. We have answered this three or four times. "We" are not working on the bylaws. It is the bylaws of the Board of Trustees of the Senior Services Board. It has got nothing to do with us. It does not affect us. I explained this two or three weeks ago to you. Please ask me a question if you don't understand. Please call me any other day, so we don't have to take up other people's time explaining to you because you don't understand what I am trying to tell you. We understand number one, that Mr. Kozel resigned. We also understand that Marlin Harper, on behalf of the Board of Trustees of the Senior Services, is working on the bylaws that the Board allegedly came up with. We don't know because we are not a part of that Board. When those bylaws are revised and approved, at that point, will authorize us to make appointments to the Board. Is that not clear?"

Mr. Bianconi stated he was clear on some issues and unclear on others and also questioned the contract with the BSS that would expire this year, continuing by repeating a time line of events since last year, referencing the lapse of time with no action - to his knowledge - being taken by the Board to rectify what he considered to be issues with BSS.

Commissioner Olexo stated, "How long did you sit in this seat and what did you do to solve any of the problems that are out there that you keep bringing up?" Mr. Bianconi stated he had been a Commissioner for eight years and began to list what that Board had accomplished. Commissioner Thomas stated, "The reason you are here is to harass this Board. I will speak on my own behalf. We answered your questions at least five or ten times depending on the question. Either you are here to harass us, or you simply can't understand English. Commissioner Olexo asked a very good point. I'm not going to dwell on the past. The Belmont Senior Services is running very efficiently today. So I am not worried about what you did or did not do the eight years that you were in office. It is quite clear to me what you did or did not do in relation to Belmont Senior Services, and I think it is quite clear to a lot of other people. For you to ride your white horse in here, continually to bring up the same issues over and over is unacceptable. You will have as much time as you want. The day that you state publicly, and I know its coming, that you did not get time to speak in front of this Board, these minutes will reflect that you did - the people that come here on a regular basis will understand that you had every opportunity to speak."

After further discussion, Commissioner Probst stated, "I should have cut this off fifteen minutes ago, because it looks like personal feelings are involved here, and that is not going to happen in the future. I'm not going to let this continue in the Commissioners' meetings. Mike if you have a question, ask a direct question. We'll give you a direct answer. I'm not going to allow personalities to overflow in this Commissioners meetings again, from anyone."

**DISCUSSION-LARRY HARRIS, VETERAN'S SERVICE OFFICER**

Mr. John Henthorne came before the Board as a Veteran of Belmont County to acknowledge the accomplishments of Mr. Larry Harris, recently deceased Veterans Service Officer. He stated, "No time in my life, and I am a one hundred percent disabled veteran, have I ever had a man do more. I would like to present to the Commissioners, if there would be a way of honoring Larry posthumously for the work and efforts that he has done. During a veterans program or something of that nature, just for your entertainment, that we might recognize or make a tribute to a man that really helped this county in every aspect of veterans. He has affected my family personally. ... I think that when a man does over and above the call of duty, we should acknowledge the efforts. Maybe his children would appreciate that Belmont County's Board of Commissioners could do something to acknowledge his efforts."

Commissioner Probst stated, "Mr. Henthorne, that is an excellent idea. I know from talking to Larry in the past and listening to a lot of people he is in touch with on a daily basis - that he knew the laws pertaining to veterans. He didn't need a book to go by, he knew them off the top of his head. I can see this Board doing that in the future. Thank you for bringing that to our attention."

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

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the minutes of the Belmont County Commissioners regular meeting of January 22, 2003.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING A THREE PERCENT INCREASE IN SALARY FOR PART-TIME EMPLOYEES AND THREE NON-BARGAINING UNIT EMPLOYEES OF THE BELMONT COUNTY 911 DEPARTMENT**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve a three percent increase in salary for part-time employees and three non-bargaining unit employees of the Belmont County 911 Department. This salary increase will be effective with the pay period ending January 11, 2003. The following employees will be granted the increase:

	Current	3% Increase	New Salary
Cliff Sligar	43,675.06	1,310.25	44,95.31
Robyn Marshall	24,400.00	732.00	25,132.00
Doyle Crooks	24,400.00	732.00	25,132.00

Part time personnel currently receive \$10.50 per hour-3% increase .31 per hour.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING A WAGE ADJUSTMENT FOR TWO LPN'S AT THE PARK HEALTH CARE CENTER**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve a wage adjustment for two LPN's at the Park Health Center based upon the recommendation of Lynn Arritt, Administrator. This wage adjustment shall be retroactive to the pay period ending January 11, 2003. These two LPN's are currently paid \$10.52 per hour, the adjustment for the LPN's will bring their pay in line with the current starting wage of \$11.00 per hour.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING LIQUOR PERMIT FOR DANNY DIVJAK, DBA DANNY'S, PEASE TWP., MARTINS FERRY, OH**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the transfer of a D5 liquor license from Norma Agostini DBA Sam & Geno's Nite Club, Martins Ferry, to Danny Divjak, Jr., DBA Danny's, 58800 Glens Run Road, Martins Ferry, Ohio, and the Clerk is hereby authorized and directed to sign the form and return it to the Ohio Department of Liquor Control, Reynoldsburg, OH 43068.

- D5 Spirituous liquor for on premises consumption only, beer and wine for on premises, and off premises in original sealed containers, until two thirty a.m. (restaurants meeting certain criteria)

There have been no objections received and the Board of County Commissioners have no objections to the permit.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO IV-D SERVICE CONTRACT WITH BELMONT COUNTY COMMON PLEAS COURT ON BEHALF OF BCDJFS**

Motion made by Mr. Olexo, seconded by Mr. Probst to enter into an IV-D Service Contract with The Belmont County Common Pleas Court, Clerk of Courts on behalf of the Belmont County Department of Job and Family Services, Child Support Enforcement Agency, for child support legal services.

**APPENDIX 1-3 IV-D Service Contract**

This agreement made and entered into on the 21st day of January, 2003 by and between the Belmont County Child Support Enforcement Agency (hereinafter referred to as "CSEA") and Belmont County Clerk of Courts, a Provider of service (hereinafter referred to as "Provider").

Pursuant to Title IV-D of the Social Security Act, Section 2301.35 of the Ohio Revised Code, and Ohio Administrative Code rules promulgated by the Ohio Department of Human Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the agreement.

1. **Purchase of Services:** Subject to terms and conditions set forth in this agreement and the attached Exhibits (such exhibits are deemed to be a part of this agreement as fully as if set forth herein), the CSEA agrees to purchase for, and Provider agrees to furnish to eligible individuals those specific services detailed in Exhibit I.
2. **Purpose:** The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers to establish a cooperative, comprehensive county plan for effective enforcement of child support.
3. **Contract Period:** This agreement will be effective from **February 1, 2003** through **January 31, 2004**, inclusive unless otherwise terminated. In no case may the Contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year.
4. **Availability of Funds:** The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

	AMOUNT	SOURCE
Nonfederal Matching Funds	\$19,900.20	County
Federal Matching Funds	\$38,629.80	FFP
Total	\$58,530.00	

(A) Provider warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program.

(B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law.

5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit III, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated \$ 58.53 per **IV-D eligible domestic relations case** for provision of service.

6. **Fees:** If applicable, shall be charged as detailed in Exhibit I.

7. **Eligibility for Services:** Current and past public assistance recipients or those who have completed a IV-D application form.

8. **Payment for Purchased Services:** The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.

9. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract. All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of its liability under this agreement. Provider is responsible for making direct payment for such services.

10. **Termination:**

(A) In the event that the Provider does not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement by providing the Provider with written notice thirty days in advance of the termination date.

(B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date.

(C) Notwithstanding Sections (A) and (B) of this Article, this agreement may be terminated by mutual agreement at any time after the date on which the two parties reach their decision.

(D) Notwithstanding Sections (A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and/or nonfederal funds are no longer available, or later as stipulated by the CSEA, and all reimbursement to the Provider will cease as of that date.

(E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Provider if the CSEA has discovered any illegal conduct on the part of the Provider.

(F) In the event of termination under this Article, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, which shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the Provider shall not exceed the total amount of consideration stated in this Contract.

11. **Independent Contractors:** Providers, agents, and employees of the Provider, including subcontractors, will act in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.

12. **Duplicate Billing:** Provider warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of federal funds for the same service.

13. **Financial Records:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.

14. **Expensed Equipment:** Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.

15. **Availability and Retention of Records:** Providers shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.

16. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of the agreement.

17. **Confidentiality:** Provider agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.

18. **Equal Employment Opportunity:** In carrying out this Contract, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

19. **Indemnity and Insurance:** (when applicable)

(A) Indemnity: Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Human Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.

(B) Insurance: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individual against reasonable foreseeable torts which could cause injury or death.

20. **Monitoring and Evaluation:** The CSEA and Provider will, as detailed in attached Exhibits, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.

21. **Accessibility of Program to the Public:** The CSEA and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

22. **Out-of-County and Out-of-State Cooperation:** The CSEA and Provider agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.

23. **Amendment of Contract:** This agreement may be amended at any time by a written amendment signed by all parties and submitted to the ODHS in the manner required by ODHS rules.

Child Support Enforcement Agency	Date
<u>Belmont County</u>	
Authorized CSEA Representative's Signature	Date
<u>Dwayne Pielech per Tom King /s/</u>	<u>1/24/03</u>
Authorized Provider Representative's Signature	Date
<u>Randy L. Marple /s/</u>	<u>1/27/03</u>
Authorized Provider Representative's Title	
<u>Clerk of Courts</u>	
Provider's Street address	
<u>101 W. Main St.</u>	
Provider's City, State, zip	
<u>St. Clairsville, OH 43950</u>	
County Commissioner's Signature	
<u>Ryan E. Olexo /s/</u>	<u>1/29/03</u>
<u>Charles R. Probst, Jr. /s/</u>	<u>1/29/03</u>
<u>Mark A. Thomas /s/</u>	<u>1/29/03</u>

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ENTERING  
INTO PURCHASE OF SERVICE CONTRACT WITH  
MARIANNE KADYLAC FOR TUTORING SERVICES/BCDJFS/WIA**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into a Purchase of Service Contract with Marianne Kadylac, on behalf of the Belmont County Department of Job and Family Services, for tutoring services.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
PURCHASE OF SERVICE**

This agreement to provide **tutoring services** under the Workforce Investment Act (WIA) Program is made and entered into this 1st day of July, 2002, by and between the Belmont County Department of Job and Family Services, hereinafter referred to as "Department" and **Marianne Kadylac** hereinafter referred to "Provider". This agreement will be effective from **January 15, 2003** through **June 30, 2003** inclusive, unless otherwise terminated.

The purpose of the tutoring program is to help youth succeed academically by enhancing their basic skills in reading, math, writing, and language and to help them attain the basic skill goals that are established.

The Provider agrees to cooperate with and maintain contact with the Department in tracking, monitoring, and measuring the progress of youth in the tutoring program.

The Provider agrees to maintain any required documentation on the tutoring services provided to the youth and to submit this documentation to the Department as required.

Through the tutoring services, the Provider is responsible for assisting the Department in meeting the applicable youth WIA performance standards, and the Provider's performance under this contract will be measured by the youth's success in attaining their basic skills goals, the Department's success in meeting the performance standards, and by any other performance review conducted by the Department.

A. Provider agrees that the use or disclosure of any information concerning qualified customers for any purpose not related to the delivery of the purchased services is prohibited except upon written consent of the customer or their guardian.

B. The Provider understands that this written agreement supercedes all oral agreements.

C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services and the Belmont County Commissioners in which the Department is located against all liability, loss, damage, and/or related expenses incurred though the provisions under this agreement.

D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any customer because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed (?) discrimination and the right to a method of appeal will be made available to all persons served under this agreement.

E. In the event the Provider receives an overpayment, Provider agrees to repay the Department the amount to which the Provider is not entitled.

F. This agreement may be terminated by the Provider or the Department upon thirty days written notice. Failure to honor terms of this agreement and/or related State, Federal, or Local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreements change, the Provider must notify the Department immediately.

G. In the event that State and/or Federal funding is no longer available to the Department, therefore requiring changes or termination of this agreement, such changes or termination will be effective on the date that the State and/or Federal funding is no longer available, or later as otherwise stipulated by the Department.

H. The Department will determine the eligibility of customers for the services provided within this agreement.

I. **Amendment of Agreement:** This agreement may be amended at any time by a written amendment signed by both parties.

J. Provider must observe all Departmental rules regarding confidentiality.

**PAYMENT PROCEDURES**

A. The maximum amount billable by the Provider to the Department is ten thousand dollars (\$10,000.00) at an hourly rate of fifteen dollars (\$15.00) per hour for the provision of tutoring services.

B. The Provider understands that payment for all services provided in accordance with the provisions of this agreement depends on the availability of State and/or Federal funds.

C. The Provider agrees to submit time sheets to the Department every two (2) weeks which indicate the hours of tutoring services provided and the total cost of tutoring provided for that period. The Department agrees to review the time sheets and provide reimbursement for services within thirty (30) days of receipt of the time sheets or as soon as the County Auditor processes the payment.

D. Provider warrants that claims made to the Department for payment of services shall be for actual services rendered to eligible customers and do not duplicate claims made by the Provider to other sources of funds for the same service.

E. For this agreement, the Provider is considered a vendor or services purchased by the Department which means that an employer-employee relationship does not exist between the Department and Provider. Consequently, the Provider has the sole responsibility for the payment of and record keeping of any and all Federal, State, and/or Local withholdings. The Department will not take any deductions from the Provider's fee for services. Provider must maintain and preserve all related records for a period of three (3) years after final payment. If an audit or other action is started before the end of the three year period, the records must be retained until all issues are resolved or until the end of the three year period, whichever is later.

**Signatures**

I hereby understand and agree to the terms of this agreement.

Dwayne D. Pielech, RAK /s/ 1/17/03  
Dwayne D. Pielech, Director Date

Belmont County Dept. of Job & Family Services

Marianne Kadylak /s/ 1/9/03  
Provider Date

Ryan E. Olexo /s/ 1/29/03  
Belmont County Commissioner Date

Charles R. Probst, Jr. /s/ 1/29/03  
Belmont County Commissioner Date

Mark A. Thomas /s/ 1/29/03  
Belmont County Commissioner Date

Helen Yanok /s/ 1/17/03  
Approved as to form: Date

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RE-APPOINTMENTS TO THE BELMONT COUNTY BOARD OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES BOARD**

Motion made by Mr. Thomas, seconded by Mr. Olexo to re-appoint two members of the Belmont County Board of Mental Retardation and Developmental Disabilities for a four year term. This reappointment is based upon the recommendation of Mr. Monte Kerr, Superintendent, Belmont County Board of MR/DD. This term is retroactive from October 25, 2001 and will continue through October 25, 2005. The members are as follows:

Mr. Robert Kapral, 1441 Maple Street Bellaire, Ohio 43906  
Dahlia Stanton, 55224 Wabash Street, Bridgeport, Ohio 43912

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING A BLANKET TRAVEL AUTHORIZATION FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES EMPLOYEES**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve a blanket authorization for travel outside of Belmont County for the Children Services, MIS, Transportation and Administrative employees of the Department of Job and Family Services due to the nature and frequency of the travel outside of the county. The current system of submitting daily travel requests has proven both cumbersome and time consuming for both the department and the Commissioners' Office. The department will continue to review and monitor all requests internally and keep accurate records of all travel requests. This blanket approval is for one year beginning January 1, 2003 through January 1, 2004, at which time the Board of Commissioners will reevaluate the proposed system.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF REQUISITION NO. 1 FOR THE STATE ROUTES 149 & 40 FORCE MAINS PROJECT-EXIT 215 LIFT STATION/SANITARY SEWER DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve payment of Requisition No. 1 for the Belmont County Sanitary Sewer District State Routes 149 & 40 Force Mains Project, Exit 215 Lift Station based upon the recommendation of Vaughn, Coast and Vaughn, Inc. and David Grum, Project Consultant as follows:

James White Construction Company \$48,232.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUARTERLY FINANCIAL REPORT FORM FOR THE GENDER SPECIFIC PROGRAM GRANT/BEL-HARRIS JUVENILE DISTRICT**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the signing and submittal of the Quarterly Financial Report Form for Subgrant No.: 2000-JJ-D11-0011, Subgrant Title: Gender Specific Program, Report Period Ending: 1/31/02, Payment Request: \$56,422.00 for the Belmont Harrison Juvenile District.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUARTERLY FINANCIAL REPORT FORM FOR THE GENDER SPECIFIC PROGRAM GRANT/BEL-HARRIS JUVENILE DISTRICT**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the signing and submittal of the Quarterly Financial Report Form for Subgrant No.: 2001-JB-002-A158, Subgrant Title: Gender Specific Program, Report Period Ending: 1/31/02, Payment Request: \$0 for the Belmont Harrison Juvenile District.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING FINAL REPORT FOR THE BELMONT COUNTY DRUG COURT GRANT/JUVENILE COURT**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the signing and submittal of Belmont County Juvenile Court's Subgrant No.: 2000-JB-009-A004, Subgrant Title: Belmont County Drug Court, Final Report \*Corrected from 4<sup>th</sup> Quarter, \$486.39 in Personnel (Insurance).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING MORTGAGE DOWNPAYMENT ASSISTANCE PROGRAM FOR DEBORAH A CALTRIDER/BELMONT COUNTY CHIP PROGRAM**

Motion made by Mr. Probst, seconded by Mr. Olexo to authorize the Belmont County Community Housing Improvement Program's Downpayment Assistance Program in the amount of \$3,500.00 to Deborah A. Caltrider, unmarried, for her Mortgage Deed on property located at 67521 Broadway Ave., Bridgeport, OH as recorded in Vol. 695, Pg. 116 of the Mortgage Records of Belmont County, Ohio.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE  
FEDERAL ANNUAL CERTIFICATION REPORT  
FOR THE BELMONT COUNTY SHERIFF'S DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Olexo authorizing Commission President Charles R. Probst, Jr. to sign and submit the Federal Annual Certification Report for the Belmont County Sheriff's Department for Fiscal Year Ending 12/31/02 as follows:

Total annual law enforcement budget for your jurisdiction for current fiscal year	\$3,000,035.71	12/31/02
Total annual budget for non-law enforcement agencies for current fiscal year	7,484,763.96	12/31/02
Total annual law enforcement budget for your jurisdiction for prior fiscal year	2,751,754.00	12/31/01
Total annual budget for non-law enforcement agencies for prior fiscal year	8,547,602.00	12/31/01

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT/  
COST SHARE FOR THE BELMONT COUNTY MAPS**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the payment of one half the total cost of the updating and printing of the Belmont County maps for 2003. The total cost of this project is seven thousand nine hundred seventy six dollars (\$7976.00), half of which will be paid by the Belmont County Engineer Department and half by the Belmont County Commissioners. This is a bi-annual project and the maps are to be reprinted by The National Survey Company from Chester, Vermont.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS' MEETING AT 7:12 P.M.**

Motion made by Mr. Probst, seconded by Mr. Thomas to adjourn the meeting at 7:12 P.M.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

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

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

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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