

St. Clairsville, Ohio

March 26, 2003

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst, and Ryan E. Olexo Commissioners and Darlene Pempek, Clerk of the Board. Mark A. Thomas, Commissioner-Absent. Minutes of the meeting of March 19, 2003 were read, approved and signed.

**EVENING MEETING HELD AT COURTHOUSE
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. Olexo, seconded by Mr. Probst all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
BCDJFS/PA	April mandated share/Grants-General	28,573.08
Donna Cottage	Reimb mileage & parking/Northern-General	114.12
Vavra Law Offices	Misc attorney fees-General	1,184.00
BP Oil	Gasoline expenses-General	766.59
Jayne Long	Reimburse exp/office supplies-General	19.18
SBC	Phone service/425-1118-General	278.60
Paul B. Jefferis	Misc attorney fees-General	157.17
American Electric Power	Service/MF Building-General	571.08
Wendy Gary	Reimburse mileage-General	70.56
James Hudson	Reimburse mileage-General	120.96
AT&T	Long distance service-General	43.22
Hughes Xerographic Equip.	Supplies/Clerk of Courts-General	84.00
Tobias Stidd	Probation mileage-General	184.32
Crystal Springs	Water rental/Health Dept-General	60.65
Kmart Pharmacy	Rifampin/Health Dept-General	53.99
Valley Radiologists	X-Rays/Health Dept-General	54.00
Cay Reline, RN	Reimb for mileage/Health Dept-General	5.04
Stericycle	Medical Waste Disposal/Health Dept.-General	74.00
Ameritech	Phone service/Health Dept-General	42.02
AT&T	Long distance service/Health Dept-General	19.02
B-Crossroads Counseling	Indigent Defendant/Eastern Court	301.21
D-Carr Concrete	Box beams-Engineer's Contract Projects	13,550.00
K-Fred Bennett, PE,PS	Reimburse expenses-MVGT	103.40
M-BHJD Placement Services	Dec & Jan Placement services-Juvenile Court	22,796.00
P-American Electric Power	Service/WW #1-Sanitary Sewer	409.73
Rich McClelland	WSGDF Exp-Sanitary Sewer	12.72
Westwater Supply Co.	Supplies-Oakview Admin Building	325.29
S-First USA Bank, NA	Activities-BHJD Who I Am Program	22.96
Beth Andes, MS, PCC	Consultants-BHJD Who I Am Program	1,400.00
MCI	Long distance/Ed Gorence-Common Pleas Grant	4.90
Casnet	Film processing-Probate Computer	24.54
Jeter Systems	Labels-Western Computer	33.45
West Group	Monthly service charge-Western Computer	313.78
Jeter Systems	02 & 03 digits-Western Computer	48.52
Crystal Springs	Water rental/Feb '03-Western Gen Spec Proj	46.95
Anderson Publishing	Rules Governing Courts-Western Gen Spec Proj	35.90
William Hooker, Architect	27 hours service rendered-Western Gen Spec Proj	2,025.00
Kristi Lipscomb	Court reporter 3/11 & 3/18-Western Gen Spec Proj	150.00
Health Plan	April premium-Insurance	104,163.74
Health Assurance HMO	April premium-Insurance	56,862.02
Health Assurance PPO	April premium-Insurance	136,887.11

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

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the various funds dated for March 26, 2003 as follows:

FUND	AMOUNT
General	\$3,560.30, \$9,667.71, \$2,488.44, \$11,960.28, \$2,917.58
General/Sheriff's	\$1,442.94, \$901.02, \$1,459.80, \$10,884.25
General/Bethesda Building	\$3,561.05
General/9-1-1	\$5,426.55, \$1,926.76
Dog Kennel	\$1,226.72, \$884.62
BCDJFS/PA	\$1,144.40, \$28,043.68, \$4,676.52, \$2,299.55
County Home	\$10,849.68, \$66,295.57
Litter Control	\$658.06
Engineer's MVGT	\$43,543.64, \$2,165.71
Satellite/Eastern	\$577.63
Sanitary Sewer	\$4,924.29, \$74,223.18, \$11,789.42, \$3,899.92
	\$51,224.40, \$358.44
Oakview Juvenile Rehab Dist.	\$2,138.29
Certificate of Title Admin	\$300.58
BCDJFS/Job Training	\$2,093.82

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER
WITHIN THE SPECIAL EMERGENCY PLANNING FUND-LEPC P90

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within the Special Emergency Planning Fund-LEPC P90 as follows:

FROM	TO	AMOUNT
P090-P03 Other Expenses	P090-P08 PERS	\$199.74

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE BHJD DETENTION HOME FUND S33

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

FROM	TO	AMOUNT
S033-S47 Hospitalization	S033-S33 Salaries	\$8,000.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE
COMMON PLEAS COURT CORRECTIONS ACT GRANT FUND S77

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within fund for the Belmont County Common Pleas Court Corrections Act Grant Fund S77.

FROM	TO	AMOUNT
S077-S06 Equipment	S177-S02 PERS	\$64.81

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE BELMONT COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES/CSEA FUND H010

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the following transfer within fund for the BCDJFS/CSEA H010 Fund.

FROM	TO	AMOUNT
H010-H01 Salaries	H010-H11 Other Exp.	\$40,000.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE FUND
FOR OAKVIEW JUVENILE REHABILITATION DISTRICT S30 FUND

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following transfer of funds within the fund for the Oakview Juvenile District's s30 Fund.

FROM	TO	Amount
S030-S15 Indirect Costs	S030-S01 Salaries	\$18,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF
FUNDS FOR THE VISION INSURANCE
CHARGEBACKS FOR THE MONTHS OF
FEBRUARY AND MARCH 2003

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following transfer of funds for the Vision Insurance Chargebacks for the months of February and March 2003.

FROM	TO	
A014-A11 GENERAL	Y091-Y06	3720.75
A406-F08 DISASTER SERVICES	Y091-Y06	3.37
A006-E11 9-1-1	Y091-Y06	258.44
A406-G09 PUBLIC DEFENDER	Y091-Y06	133.08
A403-A09 BD. OF ELECTIONS	Y091-Y06	88.72
H050-H15 LITTER CONTROL	Y091-Y06	44.36
S033-S47 DIST. DET. HOME	Y091-Y06	420.44
S078-S14 SUPP. EQUIP/RECORDER	Y091-Y96	15.91
J000-J06 REAL ESTATE ASSES.	Y091-Y06	0.00
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	74.73
L001-L13 SOIL CONSERVATION	Y091-Y06	49.18
H430-H14 COUNTY HOME	Y091-Y06	1841.33
E101-E12 COUNTY HEALTH	Y091-Y06	249.80
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	0.00
K200-K24 MVGT K-11	Y091-Y06	629.23
K200-K37 MVGT K-25	Y091-Y06	209.26
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		\$9,424.18

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF TRANSFER
OF FUNDS FOR THE EXPRESS SCRIPTS CHARGEBACKS
FOR THE MONTHS OF FEBRUARY AND MARCH 2003**

Motion made by Mr. Olexo, 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	21454.32
A406-F08 DISASTER SERVICES	Y091-Y08	9.68
A006-E11 911 FUND	Y091-Y08	1337.60
A406-G09 PUBLIC DEFENDER	Y091-Y08	897.60
A403-A09 BD. OF ELECTIONS	Y091-Y08	748.00
H050-H15 LITTER CONTROL	Y091-Y08	299.20
S033-S47 DIST. DET. HOME	Y091-Y08	2404.16
S078-S14 SUPP. EQUIP/RECORDER	Y091-Y08	102.96
J000-J06 REAL ESTATE ASSES.	Y091-Y08	0.00
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	486.64
L001-L13 SOIL CONSERVATION	Y091-Y08	327.36
H430-H14 COUNTY HOME	Y091-Y08	11755.30
E101-E12 COUNTY HEALTH	Y091-Y08	1296.72
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	11391.36
H300-H13 HUMAN SERVICES	Y091-Y08	3137.40
H310-H08 CHILD SUPPORT	Y091-Y08	283.00
K200-K10 K-1	Y091-Y08	149.60
K200-K10 MVGT K-2	Y091-Y08	0.00
K200-K24 MVGT K-11	Y091-Y08	459.00
K200-K37 MVGT K-25	Y091-Y08	153.00
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		\$62055.54

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE DELTA DENTAL CHARGEBACKS FOR THE MONTHS
OF FEBRUARY AND MARCH 2003**

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following transfer of funds for the Delta Dental Chargebacks for the months of February and March 2003.

FROM	TO	AMOUNT
A014-A12 GENERAL	Y091-Y07	\$9765.00
A406-F08 DISASTER SERVICES	Y091-Y07	3.00
A006-E11 9-1-1	Y091-Y07	693.00
A406-G09 PUBLIC DEFENDER	Y091-Y07	360.00
A403-A09 BD OF ELECTIONS	Y091-Y07	240.00
H050-H15 LITTER CONTROL	Y091-Y07	120.00
S033-S47 DIST DETENTION	Y091-Y07	1081.00
S078-S14 SUPP. EQUIP/RECORDER	Y091-Y07	41.00
J000-J06 REAL ESTATE ASSESSMENT	Y091-Y07	0.00
S277-S02 CORRECTIONS ACT GRANT	Y091-Y07	60.00
W080-P07 PROS-VICTIM	Y091-Y07	90.00
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	131.00
H430-H14 PARK HEALTH CENTER	Y091-Y07	4911.00
E101-E12 COUNTY HEALTH DEPT	Y091-Y07	616.00
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	0.00
K200-K24 K-11	Y091-Y07	240.00
K200-K37 K-25	Y091-Y07	60.00
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		\$22,959.00

Upon roll call the vote was as follows:

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

FROM	TO	AMOUNT
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	170.43
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	1294.21
P003-P20 LABOR	Y090-Y04 LABOR	0.00
P003-P21 MATERIALS	Y090-Y05 MATERIALS	3248.37
P003-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	78.70
P003-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	710.45
P003-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	.00
P003-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	47661.17
P003-P27 ADV & PRINTING	Y090-Y04 ADV & PRINTING	0.00
P003-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	40.35
P003-P29 PERS	Y090-Y12 PERS	7044.14
P003-P30 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P003-P31 OTHER EXPENSES	Y090-Y14 OTHER EXPENSES	1033.72
P003-P32 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	901.91
P003-P35 MEDICARE	Y090-Y18 MEDICARE	244.63
TOTAL		62428.08
P005-P18 SUPPLIES	Y090-Y02 SUPPLIES	434.35
P005-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	3452.34
P005-P21 MATERIALS	Y090-Y05 MATERIALS	17047.21
P005-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	148.57
P005-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	29505.87
P005-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P005-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	938.95
P005-P27 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P005-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	76.71
P005-P29 PERS	Y090-Y12 PERS	18563.43
P005-P30 WORKERS' COMP	Y090-Y13 WORKERS'COMP	0.00
P005-P31 OTHER EXP.	Y090-Y14 OTHER EXP.	2907.77
P005-P34 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	3075.78
P005-P35 MEDICARE	Y090-Y18 MEDICARE	690.96
TOTAL		76841.94
P051-P02 SUPPLIES	Y090-Y02 SUPPLIES	72.25
P051-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	545.92
P051-P05 MATERIALS	Y090-Y05 MATERIALS	560.88
P051-P06 CONTRACT REP.	Y090-Y06 CONTRACT REP.	33.63
P051-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	352.02
P051-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P051-P09 SEWAGE DIS.	Y090-Y08 SEWAGE DIS.	17188.38
P051-P11 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P051-P12 TRAVEL & EXP	Y090-Y11 TRAVEL & EXP	17.08
P051-P13 PERS	Y090-Y12 PERS	1948.09
P051-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P051-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	692.25
P051-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	0.00
P051-P35 MEDICARE	Y090-Y18 MEDICARE	209.97
TOTAL		21620.47
P053-P02 SUPPLIES	Y090-Y02 SUPPLIES	35.14
P053-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	293.43

P053-P05 MATERIALS	Y090-Y05 MATERIALS	1087.39
P053-P06 CONTRACT REP.	Y090-Y06 CONTRACT REPAIRS	13.60
P053-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	5417.86
P053-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P053-P09 SEWAGE DIS.	Y090-Y09 SEWAGE DIS.	23056.01
P053-P11 ADVER.&PRINTING	Y090-Y10 ADVER.&PRINTING	0.00
P053-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP	9.13
P053-P13 PERS	Y090-Y12 PERS	6436.53
P053-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P053-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	808.57
P053-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	0.00
P053-P35 MEDICARE	Y090-Y18 MEDICARE	195.79
TOTAL		37353.45
P055-P02 SUPPLIES	Y090-Y02 SUPPLIES	0.00
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.	733.85
P055-P11 ADVER & PRINTING	Y090-Y07 ADVER & PRINTING	0.00
P055-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	.73
P055-P13 PERS	Y090-Y12 PERS	512.83
P055-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P055-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	89.53
P055-P35 MEDICARE	Y090-Y18 MEDICARE	29.10
TOTAL		1366.04
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.	157.50
P056-P13 PERS	Y090-Y12 PERS	103.50
P056-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P056-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	35.49
P056-P16 TRANSFERS OUT	Y090-Y14 TRANSFERS OUT	0.00
P056-P35 MEDICARE	Y090-Y18 MEDICARE	11.55
TOTAL		308.04

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY OAKVIEW JUVENILE
REHABILITATION N21 ESCROW RESIDENTIAL CENTER
AND; S28 AFTERCARE PROGRAM AND;
S30 OAKVIEW JUVENILE 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 March 26, 2003.

N021 Escrow Residential Center

N021-N01 Colaianni construction	\$14,064.00
N021-N02 Power City	15,068.72
N021-N03 Davison Electric	4,320.00
Total this appropriation	\$33,452.72

S028 Aftercare Program

S028-S01 Salaries	\$5,433.46
S028-S02 PERS	675.00
S028-S03 Hospitalization	1,250.00
S028-S04 Workers Comp	50.00
S028-S05 Medicare	100.00
S028-S06 Contract Svc	4,399.00
S028-S07 Travel	413.00
S028-S08 Equipment	825.00
S028-S09 Supplies	275.00
S028-S10 Other Expense	963.00
Total this appropriation	\$14,383.46

S030 Oakview Juvenile Rehabilitation Fund

S030-S04 Food	\$25.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY GENERAL FUND A02
JUVENILE COURT 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 March 26, 2003.

A002 Juvenile Court

A102-C20 Other Expenses	\$3,118.18
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY PROSECUTORS' OFFICE
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 March 26, 2003.

W080 Prosecutors Office Victim Witness Assistance Program

W080-P01 Salaries \$3,243.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY RECYCLING AND LITTER
PREVENTION H50 RECYCLING 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 March 26, 2003.

H050 Recycling Fund

H050-H03 Supplies \$3,086.31

H050-H05 Contract Services 8,000.00

Total this appropriation \$11,086.31

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY JUVENILE COURT
S96 SPECIAL PROJECT 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 January 3, 2003.

S090 Juvenile Court Special Project Fund

S096-S12 Other Expense \$1,012.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY SHERIFF DEPARTMENT
U10 RESERVE ACCOUNT**

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 March 26, 2003.

U010 Sheriff's Reserve Account

U010-U06 Other Expenses \$285.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY GENERAL FUND
A06 SHERIFF 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 March 26, 2003.

A006 Sheriff Fund

A106-A15 Sheriff Background Checks \$565.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY GENERAL FUND A02
MAGISTRATE COMMON PLEAS COURT 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 March 26, 2003.

A002 Magistrate Common Pleas Court

A002-B25 Salaries 1,085.98

A002-B28 PERS 4,704.84

A002-B30 Other Expenses 225.00

Total this appropriation \$6,015.82

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING
PERMISSION FOR VETERAN'S
SERVICE COMMISSION MEMBERS TO TRAVEL**

Motion made by Mr. Probst, seconded by Mr. Olexo granting permission for five members of VSC to travel to Columbus, Ohio on April 4, 5, & 6, 2003, to attend the spring conference of the O.S.A.V.S.C. Estimated expenses: \$1,400.00.

Upon roll call the vote was as follows:

Mr. Olexo Yes
Mr. Probst Yes

**IN THE MATTER OF REQUEST FOR
CERTIFICATION OF MONIES FOR VARIOUS FUNDS**

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

Belmont Co. Recycling and Litter Prevention Fund: \$11,086.31 – **paid into H050-H01 on March 12, 2003 for State Grant 2002 Recycle Ohio closeout.**

S83 Northern Court Computer Fund: \$60,000.00 – note issuance dated March 19, 2003

GENERAL: \$ 9,171.12 – paid in March 14, 2003

CSEA IV-D contract-January service month / Magistrate Juvenile Court

\$ 5,166.29 – paid in March 14, 2003 / A045-A00

Reimbursement for Fair Housing Administration Costs/CDBG funds

\$ 565.00 – paid in March 2003 / A013-G04

Sheriff Background pay-ins \$320.00 and \$245.00

\$ 50.00- pay in #115978 March 16, 2003 / to correct error

Public Defender fee paid in-should be paid into CSEA for attorney fees

TOTAL of \$ 14,952.41

Upon roll call the vote was as follows:

Mr. Olexo Yes
Mr. Probst Yes

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

Motion made by Mr. Probst, seconded by Mr. Olexo to execute payment of Then and Now Certification dated March 19, 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. Probst Yes
Mr. Olexo Yes

**IN THE MATTER OF APPROVING
QUARTERLY SUBGRANT REPORT FOR
DOMESTIC VIOLENCE INVESTIGATION PROJECT/SHERIFF'S**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the signing and submittal of the Quarterly Subgrant Report for the Belmont County Sheriff's Domestic Violence Investigation Project grant, Subgrant No. 2002-WF-VA2-8412, Initial Payment Request: \$6,213.83, Max 15% of OCJS.

Upon roll call the vote was as follows:

Mr. Olexo Yes
Mr. Probst Yes

**IN THE MATTER OF BID OPENING
FOR FURNISHING VARIOUS ASPHALT MATERIALS/ENGINEER'S
BID OPENING**

This being the day and 6:00 P.M. being the hour that bids were to be on file in the Commissioners' Office for furnishing various grades of bituminous asphalt from various blacktop plants in the area to be picked up by county forces to be used to patch various county highways, they proceeded to open the following bids:

Wilson Blacktop Colerain, OH	Bid Bond 301 Bituminous Base 448-11 Asphalt Concrete 448-1 Asphalt Concrete 405 Cold Mix	Price per Ton 27.00 28.00 30.00 45.00
Lash Excavating & Paving Colerain, OH	Bid Bond 301 Bituminous Base 448-11 Asphalt Concrete 448-1 Asphalt Concrete 405 Cold Mix Cold Mix at M. Ferry	28.00 29.00 30.00 36.00 48.00
Shelly & Sands	Bid Bond 301 Bituminous Base 448-11 Asphalt Concrete 448-1 Asphalt Concrete 405 Cold Mix (Morristown Plant)	28.00 30.00 30.00 60.00

Present for the bid opening were Dave Lash, Lash Excavating & Paving Corp., Joselyn King, Intelligencer and Eric Ayres, Times Leader.

Motion made by Mr. Probst, seconded by Mr. Olexo to turn all bids received for the Belmont County Engineer Project "Blacktop at Plant" over to County Engineer Fred Bennett for review and recommendation. **Funding Source MVGT**

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Olexo Yes

IN THE MATTER OF DISCUSSION HELD
RE: BELMONT COUNTY GIS UPDATE

Commission President recognized Mr. Don Pickenpaugh, Director, Belmont County GIS Department, and asked if he had any information for the Board and public. Mr. Pickenpaugh stated, "House numbering has gotten underway. We have Goshen, Wayne, Washington and one half of Smith done. This is probably about ten percent; it is a long process. We have been working on the storm water management. Urban boundaries and estimated populations of each township. We GPS'd our first fire hydrants and manholes in the Bel Capri Subdivision. We have the 1950 aerials with GO reference to tie them into the same reference with the current aerials. Those are the highlights." Mr. Pickenpaugh stated Mark Esposito, Director, Sanitary Sewer District would like to have a database so his information would be easier to manage. Mr. Cliff Sligar Director, Belmont County 9-1-1 stated, "Don has been working really hard on getting this address in. Robin has been working with him. We are starting to get our data in. It is really going to be tremendous. The hydrants and all, it is really going to be a great system."

IN THE MATTER OF ENTERING
EXECUTIVE SESSION WITH CLIFF SLIGAR, 9-1-1 DIRECTOR,
MIKE KINTER, HUMAN RESOURCE ADMINISTRATOR, ROBYN MARSHALL,
9-1-1 ADMINISTRATIVE ASSISTANT AND DARLENE PEMPEK, CLERK AT 6:15 P.M.

Motion made by Mr. Probst, seconded by Mr. Olexo to enter executive session at 6:15 P.M. with Cliff Sligar, 9-1-1 Director, Mike Kinter, Human Resource Administrator, Robyn Marshall, 9-1-1 Administrative Assistant and Darlene Pempek, Clerk to discuss collective bargaining issues upon adoption of the following:

RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C.§ 121.22(G)(4); and

WHEREAS, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to prepare for, conduct, or review negotiations or bargaining sessions with public employees and/or their labor representative concerning their compensation or other terms and conditions of their employment.

WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to prepare for, conduct, or review negotiations or bargaining sessions with public employees and/or their labor representative concerning their compensation or other terms and conditions of their employment;

WHEREFORE, BE IT FURTHER RESOLVED THAT: the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

Mr. Probst Yes
Mr. Olexo Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION
WITH CLIFF SLIGAR, 9-1-1 DIRECTOR, MIKE KINTER, HUMAN RESOURCE ADMINISTRATOR,
ROBYN MARSHALL, 9-1-1 ADMINISTRATIVE ASSISTANT AND
DARLENE PEMPEK, CLERK AT 6:23 P.M.

Motion made by Mr. Probst, seconded by Mr. Olexo to adjourn executive session at 6:23 P.M. with Cliff Sligar, 9-1-1 Director, Mike Kinter, Human Resource Administrator, Robyn Marshall, 9-1-1 Administrative Assistant and Darlene Pempek, Clerk to discuss collective bargaining issues.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Olexo Yes

*FOLLOWING ACTION TAKEN

IN THE MATTER OF APPROVING THE SIGNING
OF THE UNION AGREEMENT BETWEEN THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC. AND THE BELMONT COUNTY 9-1-1

Motion made by Mr. Probst, seconded by Mr. Olexo to approve and sign the Union Agreement between the Fraternal Order of Police, Ohio Labor Council, Inc. and the Belmont County 911 effective January 1, 2002 through December 31, 2004.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Olexo Yes

UNDER DISCUSSION

Commissioner Probst stated the action taken from the executive session would be to enter into a collective bargaining agreement with the Fraternal Order of Police, Ohio Labor Council Inc. and with 9-1-1 System employees. He continued, "This is the first contract. Negotiations have been ongoing for about a year. There were some issues that were able to be resolved. I would like to commend both parties for resolving those issues. It seemed to have gone pretty smooth, once things got under way. It is always hard to get the first contract going. I am very proud of you for that."

Commissioner Probst explained that the contract is retroactive back to January 1, 2002 due to the 9-1-1 employees not receiving a pay increase in 2002. There will be a fifty-cent increase the first year paid in one lump sum. The second and third years will be a three percent wage increase. There are six full time employees and five part time employees all with a base pay beginning at \$11.33 per hour."

Mike Kinter, Chief Negotiator, stated, "I would like to commend both the Union and management of 9-1-1 who were professional one hundred percent of the time. Basically we used interest based bargaining, it takes a long time to do that. They worked through issues jointly, and I think it is indicative of the relationship that we are looking forward to in the future."

IN THE MATTER OF DISCUSSION HELD
RE: MARTINS FERRY BICENTENNIAL CELEBRATION

Mr. Phil Wallace informed the Board of the City of Martins Ferry's plan to have a Belmont County bicentennial celebration and extended an invitation to all residents of the county to attend on June 19 through the 21st. Mr. Wallace requested the Belmont County Bell for the Wagon Train and the county flag if possible.

Commissioner Probst thanked Mr. Wallace for the invitation. The Board informed the public that the bicentennial bell is currently equipped so it can be transported throughout the county. Anyone wishing to display the bell for their bicentennial celebration and or community celebration of any sort are welcome to contact Doc Householder who is coordinating the schedule.

IN THE MATTER OF DISCUSSION HELD

RE: NEFFS SEWAGE ISSUES

Don McFeely, President of the Neffs Survival Committee, came before the Board asking for an update on the Neffs sewage project. He also advised the Board there would be a meeting held in Neffs on Tuesday, April 29, 2003 at 7:00 pm.

Commissioner Probst stated, "You are aware that we have hired an engineer. We have drawn up a contract and presented it to the engineer. He reviewed it, and gave it back to us. There needs to be some fine tuning of the contract. Mr. Grum, our consultant on projects such as these, is doing that now. He is out of town until the first of next week, and he assured me today when I talked to him that as soon as he gets back, we will finalize the contract and get this project moving as far as the engineering part."

Commissioner Olexo stated, "I am sure that the contract will be clarified and that Green and Associates, as you all know who was hired to do the job will be under contract by that point in time."

IN THE MATTER OF DISCUSSION HELD

RE: RESERVOIR ROAD SEWER LINE EXTENSION

Dave Callipare came before the Board stating he owned property on Reservoir Road and requested the sewage project be extended two tenths of a mile further to encompass his property. He stated he had been in contact with Commissioner Thomas and Vaughn, Coast and Vaughn, Inc. Commissioner Olexo explained the status of the project, "the contractor who performed the work on State Route 40 also received the contract for the 208 Exit Project as we call it the Reservoir Road project. We are waiting for him to complete some portions of the Route 40 project before we will let the remainder of the projects. That is the hold up; the engineering is complete, it has been bid out, the money is secured for that project. Until the contractor meets some of the specifications, we aren't going to allow the project to go forward." Commissioner Olexo asked for clarification of the physical location of Mr. Callipare's property and informed him that the Board would direct David Grum, Project Consultant to contact him.

IN THE MATTER OF DISCUSSION HELD

RE: FULTON HILL ROAD SLIP

Commissioner Olexo informed those in attendance that the Fulton Hill Road had been closed due to a slip beyond the centerline. He stated the county engineer's office was working with ODNR, due to the possibility of the slip being caused by limestone mining. Commissioner Probst stated, "We may take emergency measures and bypass the bidding process."

IN THE MATTER OF APPROVING MINUTES

OF REGULAR BOARD OF COMMISSIONERS MEETINGS

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the minutes of the regular Board of Commissioners meetings of March 12 and March 19, 2003.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF REJECTING BID RECEIVED

3/19/03 FOR ENGINEER'S PILING PROJECT 03-1

Motion made by Mr. Probst, seconded by Mr. Olexo to reject the bid received for the March 19, 2003 bid opening for the Belmont County Engineer Project 03-1 Piling Project, based upon the recommendation of Belmont County Engineer, Fred Bennett and proceed with establishing a date and time to re-bid this project as it was the only bid received.

The amount of the bid from BBR Drilling Company was \$108,247.50, which is greater than 10% over the Engineer's Estimate.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF ADVERTISING FOR BIDS

FOR SLIP REPAIR PILING PROJECT 03-1/ENGINEER'S

Motion made by Mr. Olexo, seconded by Mr. Probst 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.

This project is for the placement of pre-drilled concrete filled steel casings for slip repairs for various county highways. Estimated cost \$100,000.00 MVGT funding Source. Bid Opening set for April 16.

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 Engineer's Piling Project 03-1 for Slip Repairs, 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, April 16, 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 31 and April 7, 2003

Upon roll call the vote was as follows:

Mr. Olexo Yes
 Mr. Probst Yes

IN THE MATTER OF APPROVING PAYMENT OF REQUISITION NO. 7 FOR THE BROOKS RUN/WILLIAMS CREEK WATERLINE PROJECT/SANITARY SEWER DISTRICT

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the payment of Requisition Number 7 for the Belmont County Sanitary Sewer District Brooks Run/ Williams Creek Waterline Project, based upon the recommendation of Keith Bennett, Hammontree and Associates, Project Engineer, David Grum, Project Consultant, and Mark Esposito, Director, BCSSD. This requisition is to be paid as follows:

- **Glen James and Sons \$81,217.72**
- **Hammontree and Associates \$14,820.00**

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Olexo Yes

IN THE MATTER OF APPROVING AMENDMENT TO IV-D CONTRACT BETWEEN BELMONT COUNTY CSEA AND COMMON PLEAS COURT

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the amendment to the IV-D Contract on behalf of the Belmont County Department of Job and Family Services, Child Support Enforcement Agency and the Belmont County Common Pleas Court.

This amendment adjusts the per unit rate from \$98.62 to \$115.92 and the maximum number of units from 1,150 to 1,100.

This contracts amendment is due to recent changes in salaries and fringe benefits and the purchase of a sound system for the Magistrate's hearings

Appendix 1-11

AMENDMENT TO IV-D CONTRACT.

This amendment, effective **March 1, 2003**, to the IV-D Contract between the Belmont County Child Support Enforcement Agency (CSEA) and Belmont County Common Pleas Court, entered into on the **9th** day of **January, 2003** and numbered **0703041**.

I Article 3, Contract Period: No Changes

II Article 4, Availability of Funds: Changes the total contract value as follows:

	Amount	Source
Non Federal Matching Funds	\$43,354.08	County
Federal Matching Funds	\$84,157.92	FFP
Total	\$127,512.00	

III Article 5, Cost and Delivery of Purchased Services:

- (A) Adjusts the per unit rate from **\$98.62 to \$115.92**, as reflected in the attached revised budget.
- (B) Adjusts the maximum number of units purchased from **1,150 to 1,100**.

IV Provides for changes of language in the Articles/Exhibits listed below and attached to this amendment.

V All Articles and Exhibits not specifically changed by this or earlier amendments remain in full force and effect as originally executed.

Child Support Enforcement Agency Date	County Commissioners Signature	Date
Belmont County	<u>Ryan E. Olexo /s/</u>	<u>3/26/03</u>
Authorized CSEA Representative Date	County Commissioners Signature	Date
<u>Dwayne Piech per Tom King /s/</u> 3/21/03	<u>Charles R. Probst, Jr.</u>	<u>3/26/03</u>

Authorized Provider Representative's Signature
Jennifer Sargus /s/

Authorized Provider Representative's Title
Judge, Court of Common Pleas

Provider's Street Address
101 W. Main Street

Provider's City, State, Zip
St. Clairsville, OH 43950

Upon roll call the vote was as follows:

Mr. Olexo Yes
 Mr. Probst Yes

IN THE MATTER OF ENTERING INTO REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH STATE OF OHIO, DEPARTMENT OF DEVELOPMENT

Motion made by Mr. Probst, seconded by Mr. Olexo to enter into a Revolving Loan Fund Administration Agreement with the State of Ohio, Department of Development. ***The Belmont County Community Improvement Corporation administers Belmont County's Revolving Loan Fund Program as authorized by resolution adopted February 27, 1989.***

Primary development goals of Revolving Loan Fund: encourage the expansion and stability of the economic base of the designated area of the RLF and encourage increased employment opportunities particularly for low and moderate income persons in designated areas of the RLF.

REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the _____, located at _____ with F.T.I. Number: FTI _____ (the "Grantee"), for the period beginning _____ (date) and ending _____ (three years from date.)

BACKGROUND INFORMATION

WHEREAS, the Grantor through its Office of Housing and Community Partnerships (“OHCP”) administers the federal Community Development Block Grant (“CDBG”) Program for the State of Ohio;

WHEREAS, the Grantee has been determined to be an eligible recipient of CDBG funds;

WHEREAS, the Grantee has been awarded CDBG funds from the Grantor for use to finance eligible activities that may generate program income as defined herein;

WHEREAS, the Grantor has recognized the positive impact on community development initiatives when the use of program income is locally determined;

WHEREAS, the Grantor has permitted the establishment of Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1.) encouraging the expansion and stability of the economic base of the designated area of the Revolving Loan Fund; and 2.) encouraging increased employment opportunities, particularly for low-and moderate-income persons in designated areas of the Revolving Loan Fund; and

WHEREAS, the Grantee has adopted Resolution (or Ordinance) # _____ on _____, _____ (date) authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. **Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Program Income, as defined herein, derived from CDBG Economic Development funds awarded by the Grantor to the Grantee pursuant to the grant awards and/or activities as set forth in this Agreement into a Revolving Loan Fund Account. For the purposes of this Agreement, Program Income is defined as gross income received by the recipient directly generated from the use of CDBG Economic Development funds. Furthermore, the Revolving Loan Fund (“RLF”) is defined as a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OHCP’s RLF Policies and Procedures Manual, which, in turn, generate payments to the fund (“RLF Funds”) for the continued use in carrying out the same activities.
2. **RLF Plan and Use of Funds.** Grantee has adopted an RLF Plan that has been previously submitted and approved by the Grantor. Grantee agrees to update its current RLF Plan and submit the revisions to the Grantor for approval. The updated plan must include the policies and procedures established by Grantor in the OHCP RLF Policies and Procedures Manual. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Any changes to the local RLF Plan must be submitted to Grantor for approval. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OHCP’s RLF Policies and Procedures Manual and the local RLF Plan.
3. **Loan Approvals.** Grantee shall submit to Grantor a Loan Review Report Form or Infrastructure Review Report Form for each project being considered for RLF assistance. Grantee must receive Grantor’s written approval prior to the closing of the Grantee’s local RLF economic development loan or infrastructure project.
4. **Reporting Requirements.** Grantee shall submit semi-annual RLF Reports to Grantor within thirty (30) days after receipt of the June 30 and December 31 semi-annual RLF Report of each year. Each RLF Report shall include information for both economic development and housing program income. Grantee shall also file an Annual Other Program Income Report due March 31 of each year in which this Agreement is in effect.
5. **Compliance with General CDBG Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).
6. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with CDBG Program Income. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.
7. **Prevailing Wage Rates and Labor Standards.** Grantee shall comply with Section 570.605; Labor Standards of the Regulations published by HUD for Community Development Block Grants and the labor provisions and apply the federal Davis Bacon Labor Standards where required.
8. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.
9. **National Objective Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the national objective of creating or retaining jobs for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Grantor. Grantor will review the request to determine if the project meets a CDBG National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.
10. **Suspension and Termination.** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OHCP RLF Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OHCP RLF Policies and Procedures Manual.
11. **Subrecipient Agreements.** Grantee shall not subgrant the Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OHCP within fifteen days of any change in status of the designated administrative agent.
12. **Term of the Agreement.** This Agreement shall begin as of January 1, 2003 and shall expire on December 31, 2006. At least sixty (60) days prior to the expiration of this Agreement, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew the Revolving Loan Fund Administration Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.
13. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of a RLF as set forth in the OHCP RLF Policies and Procedures Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 10 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.
14. **Audits and Inspections.** Grantee shall, at any time during normal business hours upon written notice and as often as Grantor may deem necessary, make available to Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of all contracts, loans and disbursements and shall permit Grantor to audit, examine and make excerpts or transcripts from such records. Grantee shall ensure that the RLF Funds are audited according to the requirements of the ODOT Grant Administration Guidelines-Audits that is not attached hereto, but incorporated by reference.

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

16. Indemnification. To the extent permitted by law, the Grantee shall hold the Grantor harmless from any and all liabilities or claims caused by or resulting from Grantee's performance of the obligations or activities in furtherance of this Agreement. Grantee shall reimburse the Grantor for any judgments arising from Grantee's actions or inactions that may be obtained against the Grantor, including, but not limited to, judgments for infringements of patents or copyrights. Grantee agrees to reimburse the Grantor for all costs incurred by the Grantor in defending any such claims or legal actions if called upon by the Grantor to do so.

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

18. Miscellaneous.

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

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

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

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

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

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

2. In the case of the Grantee, to:

Ohio

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

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

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

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

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

GRANTEE:

(Name)

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

Title: President

Date: March 26, 2003

GRANTOR:

State of Ohio, Department of Development

By: _____

Bruce Johnson, Director

Date: _____

Upon roll call the vote was as follows:

Mr. Probst Yes

Mr. Olexo Yes

UNDER DISCUSSION

Commissioner Probst stated, "There are two projects now involved with the revolving loan fund. That is East Ohio Regional Hospital is using five hundred thousand dollars of the revolving loan fund and Bellaire Boat Ramp Project is using one hundred twenty-five thousand dollars. That is a total of six hundred twenty-five thousand dollars that is being used of the revolving loan fund at this time."

IN THE MATTER OF AUTHORIZING SIGNING AND SUBMITTAL OF LETTER OF INTENT TO OHIO DEPT. OF DEVELOPMENT RE: THE ADMINISTRATION OF FY 2003 COMMUNITY HOUSING IMPROVEMENT (CHIS) PROGRAM BY BELOMAR REGIONAL COUNCIL

Motion made by Mr. Olexo, seconded by Mr. Probst authorizing Board President Charles R. Probst, Jr, to sign and submit the Letter of Intent to the Ohio Department of Development, Office of Housing and Community Partnerships, as notification of Belmont County's intent to retain the services of the **Belomar Regional Council for the administration of Fiscal Year 2003 Community Housing Improvement Program.**

Upon roll call the vote was as follows:

Mr. Olexo Yes

Mr. Probst Yes

**IN THE MATTER OF ENTERING INTO
COMMERCIAL AGREEMENT WITH SECURE US
FOR ACCESS CONTROL/COURTHOUSE SECURITY**

Motion made by Mr. Olexo, seconded by Mr. Probst, to enter into a Commercial Agreement with Secure US, Morgantown, WVA to install access control for the Belmont County Courthouse Security System, based upon the recommendation of Sgt. Dave Lucas, Courthouse Security. Total cost of services to be provided \$2,362.00.

Upon roll call the vote was as follows:

Mr. Olexo Yes
Mr. Probst Yes

**IN THE MATTER OF DISCUSSION HELD
RE: OAKVIEW JUVENILE REHABILITATION CHANGE ORDERS**

Commissioner Probst reported that he had attended a project construction meeting this week at Oakview Juvenile Rehabilitation District with the project contractors and representatives from DYS (Department of Youth Services). DYS is heading the project for the state. Commissioner Probst explained in detail the reason behind the recent change orders – Vince Cochran, DYS representative stated he is being very cautious with the money, but he is still within his contingency, and he is not going to go over budget. In a sense, this really isn't a change order. It is not something that was put on the original specifications when the building was designed." Commissioner Probst stated that clarification on the change orders had been received adding, "I told him how we scrutinize everything. In reality, it is the state's money. We are paying the money up front and the state is reimbursing us. Like Mr. Cochran explained, this is what they are recommending and it is their money."

**IN THE MATTER OF APPROVING CHANGE ORDERS
FOR THE OAKVIEW JUVENILE REHABILITATION CENTER PROJECT**

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the following change orders for the Oakview Juvenile Rehabilitation Center Project Numbers G-09 and E-05 as submitted by Mr. Danny Popp, DDP and Associates, Project Architect, and URS, Project Architect as follows:

- **G-09 Colaianni Construction Amount of increase \$14,042.00** for adding two hollow metal window frames with tempered glass.
- **E-05 Davison Electric, Company \$5,418.00**

This change order is to add a time clock per proposal request number 15. The fee allowance for the clock is \$4,000.00-the additional amount is for installation.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Olexo Yes

**IN THE MATTER OF APPROVING APPLICATION FOR PAYMENT
NO. 8 FOR THE OAKVIEW JUVENILE REHABILITATION CENTER PROJECT**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the Application for Payment Number 8 for the Oakview Juvenile Rehabilitation Project as approved by Mr. Danny Popp, DDP and Associates, Project Architect as follows:

- **Colaianni \$147,423.00**
 - **Power City 56,600.98**
 - **Davison Electric 36,532.54**
 - **URS, Corp 7,757.00**
- Total amount of this Payment request is \$248,313.52**

Upon roll call the vote was as follows:

Mr. Olexo Yes
Mr. Probst Yes

**IN THE MATTER OF DISCUSSION HELD
RE: COMMENTS BY THE COMMISSIONERS**

Commissioner Probst commenting on current events "The paper this morning had a picture of a little girl, holding her dad's picture and crying. That really got to me and I was thinking about what our government does to help our soldiers and help our families. These are young adults, men and women going over and fighting for our country. But we also can't forget about their families... The government needs to do something to really help our people, our service families, our military families here in the country; to make sure they are taken care of while they are over there defending our country. Whether you are for the war, or against the war, it is immaterial. We still have to support our troops, and make it right for them. That has always happened in the past, the Korean War, the Vietnam War. They came back and the veterans tried to get relief and get help and were denied by our own government. Here we are giving billions and billions of dollars for aid and care to other countries, they ought to take a look at their own back door and take care of our families here."

Commissioner Olexo agreed stating, "I heard that the President had requested American steel companies to get ready to produce certain types of goods for the war. I'm not sure what it is, I heard it from another person. None of this is official, just what I am gathering from talking to different people-that the price of recycling steel is going up because of that need to help produce items for the military movement in Iraq." Commissioner Probst stated, "I feel very safe and fortunate to be living in the United States. You see all these professional athletes making all this money. Not to down the professional athletes, they make millions and millions of dollars. Here are people over there putting their lives on the line, defending our country. They are the heroes, they are the athletes of the country and making hardly anything. I just hope our government doesn't forget them."

**IN THE MATTER OF ADJOURNING
COMMISSIONERS' MEETING AT 8:00 P.M.**

Motion made by Mr. Olexo, seconded by Mr. Probst to adjourn the meeting at 8:00 P.M.
Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

Read, approved and signed this 2nd day of April A.D., 2003.

_____ COUNTY COMMISSIONERS

Mark A. Thomas, Absent

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