

St. Clairsville, Ohio

August 25, 2004

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 August 18, 2004, were read, approved and signed.

**EVENING MEETING-NEFFS AMERICAN LEGION**

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

**"BILLS ALLOWED"**

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Paul B. Jefferis	Misc. attorney fees-General	933.61
Draft-Co	Professional Supply/GIS Projects-General	478.00
Digital Data Communications, Inc.	Parts/Supplies-General	201.80
Tamara Tyler	Reimburse expenses/trng. Seminar/Juvenile Court-General	325.51
Languages Unlimited	Interpreter/Northern Division Court-General	340.00
K-Staples Credit Plan	Supplies/Equipment-Engineer's MVGT	
P-Eastern Ohio Regional Wastewater Authority	Service/Eastern Court-Eastern Satellite	41.50
American Electric Power	Service/WW#1-Sanitary Sewer District	171.83
S-Martins Ferry Office Supply	Supplies-Northern Division Court	\$83.47
J.Mark Costine, Judge	Reimburse expenses/Drug Court Seminar-Juv Crt Spec Projects	998.90
Beth A. Andes, MS, LPCC	Contract services-BHJ District Detention Home	1,575.00
Belmont Senior Services	July 2004/10 <sup>th</sup> bill-In Home Care Levy	24,668.11
Belmont Senior Services	Aug 2004/3 <sup>rd</sup> billing-In Home Care Levy	1,396/02
Bank One	Bellaire CDBG Funds	33,116.00
Bank One	Bellaire CDBG Funds	3,845.00

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

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the Recapitulation of Vouchers for the various funds dated for August 25, 2004 as follow:

<b>FUND</b>	<b>AMOUNT</b>
GENERAL/SHERIFF'S	\$3698.41, \$338.09
GENERAL/EMA	\$1,204.57
GENERAL	\$5,203.07, \$15,200.45
DOG KENNEL	\$682.90
H-COUNTY HOME/PARK HEALTH	\$55,370.89
BCDJFS/PA	\$1,511.17, \$7,622.55, \$2,395.31, \$2,881.90, \$3,995.00, \$2,476.00
BCDJFS/CSEA	\$40,325.99
BCDJFS/CHILDREN SERVICES	\$821.28
LITTER CONTROL	\$1,476.41
K-ENGINEER'S MVGT	\$1,054.60, \$43,421.23
N-WWS#3 WATERLINE EXT/BCSSD	\$83,212.18
SSD #2 FORCE MAIN/BCSSD	\$6,807.00
P-SANITARY SEWER DISTRICT	\$68,960.12
OAKVIEW ADMIN BUILDING	\$2,101.32
S-CERTIFICATE OF TITLE ADM	\$281.54
OHIO VALLEY RECYCLING	\$1,023.74
CLERK OF COURTS COMPUTER	\$6,330.74
OAKVIEW JUVENILE REHAB DISTRICT	\$5,223.32
SHERIFF'S COMMISSARY	\$7019.15
DISTRICT DETENTION	\$619.61
T-DISLOCATED COAL MINER RAPID RESPONSE	\$701.70
WSGDF/SANITARY SEWER	\$329.25

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING TRANSFERS OF FUNDS FOR THE VARIOUS COUNTY DEPARTMENTS**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the transfer of funds for the various county departments as follows:

**BELMONT COUNTY GENERAL FUND/SHERIFF'S DEPARTMENT**

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
A106-A03 Food	A706-A14 Clothing	\$1,417.75

**BCDJFS CSEA FUND H10**

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
H010-H09 Contracts	H310-H08 Hospitalization	\$17,000.00
H010-H09 Contracts	H010-H07 PERS	5,000.00

**VARIOUS JUVENILE COURT FUNDS**

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
M064-M05 Placements	M064-M01 Salaries	\$1,780.32

  

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
M067-M12 Transfers Out	M067-M08 Contracts	\$4,162.15

**BELMONT COUNTY SANITARY SEWER DISTRICT**

FROM	TO	AMOUNT
<b>WWS#2</b>	<b>WWS#2</b>	
P003P32 Transfers	P003P18 Supplies	\$ 2,000.00
P003P17 Salaries	P003P19 Equipment	30,000.00
<b>WWS#3</b>	<b>WWS#3</b>	
P005P34 Transfers	P005P31 Other Expenses	50,000.00
TOTAL		\$82,000.00

**BELMONT COUNTY SANITARY SEWER DISTRICT  
N18 #2 FORCE MAIN EXTENSION CONSTRUCTION FUND**

FROM	TO	Amount
N018-N02 Contract Projects	N018-N03 Other Expenses	\$6,000.00

**BELMONT COUNTY SANITARY SEWER DISTRICT N19  
WWS #3 2000 WATER LINE EXTENSION CONSTRUCTION FUND**

FROM	TO	Amount
N019-N02 Contract Projects	N019-N03 Other Expenses	\$3,200.00

**BELMONT COUNTY OAKVIEW JUVENILE DISTRICT  
N20 OAKVIEW RESIDENTIAL CENTER FUND**

FROM	TO	Amount
N020-N04 General Contractor	N020-N03 Other Expenses	\$793.87

**BELMONT COUNTY NORTHERN DIVISION COURT  
S83 COMPUTER FUND**

FROM	TO	Amount
S083-S12 Workers Compensation	S083-S20 Other Expenses	\$63.28

**BELMONT COUNTY SHERIFF'S COMMISSARY FUND S00**

FROM	TO	AMOUNT
S000-S02 Equipment	S000-S04 Supplies	\$40.00

**COMMON PLEAS COURT MEDIATION PROGRAM FUND S74**

FROM	TO	AMOUNT
S074-S02 PERS	S074-S01 Salaries	\$800.00
S074-S05 Insurances	S074-S01 Salaries	1,200.00
S074-S06 Travel	S074-S01 Salaries	1,000.00

**BELMONT COUNTY CLERK OF COURTS S79 FUND**

FROM	TO	AMOUNT
S079-S10 Transfers Out	S079-S11 Unemployment Comp	\$4,000.00

**BELMONT COUNTY SANITARY SEWER**

Monthly transfer of funds dated for the month of August 2004 for the Belmont County Sanitary Sewer Department.

FROM	TO	AMOUNT
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	146.55
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	102.22
P003-P20 LABOR	Y090-Y04 LABOR	0.00
P003-P21 MATERIALS	Y090-Y05 MATERIALS	4,391.28
P003-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	5.63
P003-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	400.07
P003-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	.00
P003-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	49,460.56
P003-P27 ADV & PRINTING	Y090-Y04 ADV & PRINTING	0.00
P003-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	32.95
P003-P29 PERS	Y090-Y12 PERS	2,025.95
P003-P30 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P003-P31 OTHER EXPENSES	Y090-Y14 OTHER EXPENSES	4,406.57
P003-P32 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	871.55
P003-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		61,843.33
P005-P18 SUPPLIES	Y090-Y02 SUPPLIES	281.83
P005-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	1,416.42
P005-P21 MATERIALS	Y090-Y05 MATERIALS	16,079.50
P005-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	2,522.10
P005-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	27,382.48
P005-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P005-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	935.17
P005-P27 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P005-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	63.64
P005-P29 PERS	Y090-Y12 PERS	6,421.77
P005-P30 WORKERS' COMP	Y090-Y13 WORKERS'COMP	0.00
P005-P31 OTHER EXP.	Y090-Y14 OTHER EXP.	75,872.31
P005-P34 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	2,944.61
P005-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		133,919.83
P051-P02 SUPPLIES	Y090-Y02 SUPPLIES	61.48
P051-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P051-P05 MATERIALS	Y090-Y05 MATERIALS	570.43
P051-P06 CONTRACT REP.	Y090-Y06 CONTRACT REP.	502.37
P051-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	204.69
P051-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P051-P09 SEWAGE DIS.	Y090-Y08 SEWAGE DIS.	12,399.18
P051-P11 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P051-P12 TRAVEL & EXP	Y090-Y11 TRAVEL & EXP	13.78
P051-P13 PERS	Y090-Y12 PERS	655.74
P051-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P051-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	2,450.52

P051-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	0.00
P051-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		16,858.19
P053-P02 SUPPLIES	Y090-Y02 SUPPLIES	34.11
P053-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	728.17
P053-P05 MATERIALS	Y090-Y05 MATERIALS	5,545.90
P053-P06 CONTRACT REP.	Y090-Y06 CONTRACT REPAIRS	1,476.28
P053-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	4,826.44
P053-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P053-P09 SEWAGE DIS.	Y090-Y09 SEWAGE DIS.	19,106.52
P053-P11 ADVER.&PRINTING	Y090-Y10 ADVER.&PRINTING	0.00
P053-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP	7.76
P053-P13 PERS	Y090-Y12 PERS	2,089.05
P053-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P053-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	3,218.65
P053-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	13,117.81
P053-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		50,150.69
P055-P02 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P055-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P055-P05 MATERIALS	Y090-Y05 MATERIALS	45.18
P055-P06 CONTRACT REPAIRS	Y090-Y06 CONTRACT REPAIRS	0.00
P055-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	894.20
P055-P11 ADVER & PRINTING	Y090-Y07 ADVER & PRINTING	0.00
P055-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	0.00
P055-P13 PERS	Y090-Y12 PERS	187.69
P055-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P055-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	377.90
P055-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		1,504.97
P056-P02 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P056-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	0.00
P056-P09 SEWAGE DISP.	Y190-Y08 SEWAGE DISP.	0.00
P056-P13 PERS	Y090-Y12 PERS	35.55
P056-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P056-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	136.98
P056-P16 TRANSFERS OUT	Y090-Y14 TRANSFERS OUT	0.00
P056-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		172.53

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS /ENGINEER'S MVGT FUND K00 TO ENGINEER'S BUILDING CONSTRUCTION N02**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer between the MVGT Fund K00 and the Building Construction Fund N02 for the Belmont County Engineer's Department.

FROM	TO	AMOUNT
K000-K38 Transfer Out	N002-N08 Transfer In	\$178,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS – INSURANCE LINE ITEMS TO INSURANCE HOLDING ACCOUNTS**

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

FROM	TO	AMOUNT
A014-A06 Group & Liability	Y091-Y01 Holding Account	\$ 31,721.25

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CASH ADVANCE OF FUNDS BETWEEN THE JUVENILE COURT ALTERNATIVE SCHOOL FUND M67 AND DRUG COURT IV FUND M73**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following CASH ADVANCE of funds from the Juvenile Court Alternative School Fund M67 to the Juvenile Court Drug Court IV Fund M73 as follows:

FROM	TO	AMOUNT
M067-M12 Transfers Out	M073-M08 Advances In	\$2,332.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CASH ADVANCE OF FUNDS BETWEEN THE JUVENILE COURT ALTERNATIVE SCHOOL FUND M67 AND TITLE II GRANT/DRUG COURT FUND M74**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following CASH ADVANCE of funds from the Juvenile Court Alternative School Fund M67 to the Juvenile Court Title II Grant/Drug Court Fund M74 as follows:

FROM	TO	AMOUNT
M067-M12 Transfers Out	M074-M08 Advances In	\$3,400.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 23, 2004.

**GENERAL FUND**

A001-H01 Examinations \$ 17,766.14  
 Board of Elections  
 A403-A09 Other Expenses \$ 2,220.34

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 23, 2004 and August 25, 2004

**GENERAL FUND**

A014-A06 Group and Liability \$ 31,721.25

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of April 7, 2004, April 21, 2004, June 2, 2004, July 21, 2004.

**GENERAL FUND**

**Common Pleas**

A002-B25 Magistrate salary \$ 5,197.95  
 A002-B07 Juror fees \$ 1,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Thomas 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 May 19, 2004.

**GENERAL FUND**

	A102-C20 Magistrate	\$ 11,541.04
IV-D Service Contract for Juvenile Court Magistrate		
County Share (34%)		
	December 2003	\$ 2,281.37
	January	\$ 3,489.15
	February	\$ 2,885.26
	March	\$ 2,885.26

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT COUNTY ENGINEER DEPARTMENT D00 ROAD AND BRIDGE FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas 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 August 25, 2004.

***D000 Road and Bridge Fund***

D000-D05 Cont/ Projects Piggyback \$250,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT COUNTY JUVENILE COURT M55 C—CAP DONATED FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas 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 August 25, 2004.

***M055 C-Cap Donated Fund***

M055-M09 Salaries	2,171.56
M055-M12 PERS	294.25
M055-M16 Victims of Crime	7,000.00
M055-M01 Contract Services	1,500.77
M055-M18 Intake	3,127.50
Total this appropriation	\$14,094.08

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT COUNTY JUVENILE COURT M60 RECLAIM OHIO AND; M64 PLACEMENT AND; M67 ALTERNATIVE SCHOOL AND; M72 DRUG COURT DONATIONS AND; M73 DRUG COURT IV AND; M74 DRUG COURT TITLE II FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas 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 August 25, 2004.

<b>M060 Juvenile Court RECLAIM Ohio Fund</b>	
M060-M02 Contracts	\$9,999.61
<b>M064 Juvenile Court Placement Fund</b>	
M064-M05 Placements	\$10,500.00
<b>M067 Juvenile Court Alternative School Fund</b>	
M067-M01 Salaries	\$5,000.00
M067-M02 PERS	1,219.50
M067-M04 Medicare	1,000.00
M067-M10 Insurances	3,000.00
M067-M12 Transfers Out	8,507.50
<b>M072 Juvenile Court Drug Court Donation Fund</b>	
M072-M05 Other Expenses	\$875.00
<b>M073 Juvenile Court Drug Court IV Fund</b>	
M073-M01 Other Expenses	\$2,332.00
<b>M074 Juvenile Court Drug Court Title II Fund</b>	
M074-M01 Personnel	\$3,400.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT COUNTY EMERGENCY MANAGEMENT AGENCY P89 DOJ GRANT EQUIPMENT FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas 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 August 25, 2004.

<b>P089 EMA DOJ Grant Equipment Fund</b>	
P089-P04 Dept of Justice FY02	\$4,232.85

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT COUNTY EMERGENCY MANAGEMENT AGENCY P90 LEPC SPECIAL EMERGENCY PLANNING FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas 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 August 25, 2004.

<b>P090 LEPC Special Emergency Planning Fund</b>	
P090-P07 Salaries	\$1,100.00
P090-P08 PERS	880.00
P090-P03 Other Expenses	12,867.00
Total	\$14,847.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT COUNTY SHERIFF OFFICE S01 CONCEALED CARRY FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas 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 August 25, 2004.

<b>S001 Concealed Carry Fund</b>	
S001-S06 License Fees	\$260.00
S001-S07 Equipment	325.00
Total	\$585.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT COUNTY RECYCLING AND LITTER PREVENTION S39 OV RECYCLING/ SOLID WASTE FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas 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 August 25, 2004.

<b>S039 OV Recycling / Solid Waste Fund</b>	
S039-V02 Salaries	\$11,000.00
S039-V10 PERS	3,000.00
S039-V12 Medicare	1,000.00
S039-V15 Insurance	10,000.00
Total	\$25,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT COUNTY SHERIFF OFFICE S000 JAIL COMMISSARY FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas 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 August 25, 2004.

***S000 Jail Commissary Fund***

S000-S01 Supplies \$4,307.40

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES S17 CHILDREN SERVICES FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas 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 August 25, 2004.

***S017 BCDJFS Children Services Fund***

S017-S31 Other Expenses \$98,399.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT HARRISON JUVENILE DISTRICT S33 DISTRICT DETENTION HOME FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas 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 August 25, 2004.

***S033 District Detention Home Fund***

S033-S33 Salaries \$29,000.00  
S233-S34 Food Services 4,082.56  
S033-S47 Hospitalization 14,600.00  
Total this appropriation \$47,682.56

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT COUNTY TREASURER W82 DRETAC FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas 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 2, 2004.

***W082 Treasurer DRETAC Fund***

W082-T01 Salaries \$5,000.00  
W082-T09 Contract Services 15,000.00  
Total Appropriated \$20,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of August 25, 2004.

***T-11 CDBG FUND***

T011-T03 Chip funds \$ 33,116.00  
Drawdown # 298, Grant # B-C-03-007-1 and B-C-03-007-02  
T011-T01 Grants  
Drawdown # 298, Grant # B-F-02-007-1 and B-F-03-007-1

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION FOR ENGINEER'S OFFICE EMPLOYEE TO TRAVEL**

Motion made by Mr. Thomas, seconded by Mr. Olexo granting permission for Don Pickenpaugh, GIS Director, to travel to Columbus, Ohio, on Sept. 29 – Oct. 1, 2004 to attend 14<sup>th</sup> Annual Ohio GIS Conference and Trade Show. Estimated expenses: \$ 400.00.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to execute payment of Then and Now Certification dated August 18, 2004 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

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

**GENERAL FUND** – total amount of \$ 33,944.20 as follows:

1. \$ 33,944.20 paid into A345-A01 on August 25, 2004
  - IV-D Service Contract for Juvenile Court Magistrate
    - December 2003 \$ 6,709.90
    - January \$ 10,262.20
    - February \$ 8,486.05
    - March \$ 8,486.05

**CDBG FUND** – total amount of \$ 36,961.00 as follows:

- \$ 33,116.00 into T011-T05 on August 23, 2004
  - Drawdown # 298
  - Grant # B-C-03-007-1 and B-C-03-007-02
- \$ 3,845.00 paid into T011-T01 on August 23, 2004
  - Drawdown # 298
  - Grant # B-F-02-007-1 and B-F-03-007-1

Upon roll call the vote was as follows:

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

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

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

**EMERGENCY OPERATIONS CENTER CONSTRUCTION FUND**

Line items needed for revenues and expenses

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**

Betty Kotson, Neffs Women’s Auxiliary, provided a welcome and introduced the Board. Commissioner Olexo thanked everyone for their attendance and the Women’s Auxiliary for hosting the meeting, then reviewed the evening’s agenda. Commissioner Thomas stated, “I wish we had this attendance at every one of our meetings. We invite you to share your concerns and comments with us. We appreciate everyone being here.” Commissioner Probst said, “We are delighted to be here. We are here to hear your concerns, whatever they may be, so we can address them and hopefully come to some kind of conclusion or resolution to any problem.” Commissioner Olexo opened the floor for comments.

Mark Jackson, resident of Neffs, stated he had read an article in the newspaper regarding the county waiving the tap in fee for sewage hookup in the western portion of the county. Mr. Jackson questioned if the same waiver would apply to the residents of Neffs. Commissioner Olexo explained that the board had approved the waiver for the Route 40 sewage project and that the tap in fee had been waived for anyone who had to install a grinder pump. Commissioner Olexo proceeded to explain the details stating that grinder pumps have a set up fee of between \$3,000.00 and \$5,000.00. The Board agreed that the same waiver would apply to the residents of Neffs.

Michael Bulick addressed the recent flooding in Barton. Mr. Bulick stated there was a culvert issue on County Road 10. He continued, “The county was there and cleaned up half of it, but it did no good. They put half a culvert pipe in the ditch.” He stated the recent flood had left five feet of water at that location. The Board was provided with pictures of the area at the time of the flood and after. Mr. Bulick said the residents were here tonight to see if the Board can culvert the remainder of the area to alleviate the problem. He stated they had talked to County Engineer Fred Bennett and he said there is no money.

Commissioner Probst stated, “Yesterday I met with EMA Director Dick Quinlin and we contacted the Ohio Department of Natural Resources because of the acid mine drainage. We have also talked to Mark Esposito, Director of the Sanitary Sewer District. He has equipment that could be utilized to help drain some of the water out of the residents’ yards.” He stated the Board is working in conjunction with other agencies attempting to get the situation rectified.

Commissioner Olexo said, “There were dredging projects years ago that the county undertook with the assistance of ODNR. The law no longer allows us to do that. We need dredging done in the areas of Barton, Crescent and Neffs, but the only time we can dredge is within 30-60 days of a Presidential declaration of disaster. We are no longer allowed to build dams on the sides of creeks -we cannot touch the channel of water. We have been trying to address the problem but getting nowhere.” Commissioner Probst informed the public that in order to have a Presidential disaster declared, “there has to have been twenty-five homes flooded and over one million dollars in damage that occurred.”

Commissioner Thomas asked the residents to please help the county keep the creek beds open. Patty Goletz said, “Thirty years ago the creek was dredged. I said at that time, ‘if you maintain this, it won’t be a problem again, but the county did not maintain the area. Ms. Goletz went on to describe the flooding, more problems that had been brought about by a private individual, and the damage that had occurred.

Commissioner Thomas stated this was not really a county issue, but was a private issue between property owners versus being a public issue. He said, “We are not here to give legal advice. We are here to address the problems that we can deal with.” Ms. Goletz said, “The Barton Fire Department pumped basements all day Friday and Saturday. They work hard. We lost one life a few years ago- we hope we never have to lose another. We called the Health Department and they say it is not a health issue. The Health Department told us to go to Lowe’s and buy pellets to put in the water. We are going to have another life lost, or more. ...”

Commissioner Probst stated, “The Army Corp of Engineers have been contacted by Mr. Quinlin; they need to do a study first. We are attempting to pull funds from different sources and have been on the phone trying to make this happen. There needs to be a flood mitigation study of the creek from Crescent to Blaine. We are trying to work with several agencies now. Please don’t think we haven’t been doing anything. We are trying to work with the project manager now to get the project back on the table. We need to dredge or the problem will never go away... There are permits and studies that are required first. The Commissioners don’t have the money to jump in and start spending millions of dollars.”

Samantha Carroll, Director, Belmont County Recycling and Litter Prevention stated, "I have received calls from the residents here about littering in the creeks. By the time the guys get there, it is washed away. You need to understand I have no enforcement authority. The Sheriff Department needs to press charges. I have no authority to go on to someone else's property. Sometimes, unfortunately there is nothing we can do about it. We have held community clean-ups and allowed people to get rid of their trash locally. I have heard that littering has slowed because of that. Don't think we don't care. We are understaffed...."

Commissioner Olexo introduced Samantha Carroll and gave her the floor for an agency update. Ms. Carroll introduced the agency's new Administrative Assistant, Tammy Shepherd of Bethesda.

Kathy Myers, resident of Barton said, "I am here also about the flooding in Barton. I have culverts in my front yard, and the water is still laying there. There is no outlet to the creek, and that is what causes the problem. We need to take care of what is down below. As long as sediment is building up and the sides are falling in, the water has no place to go, culverts aren't going to help." Mr. Myers said, "Since 1995 I have watched the creek rise three feet. There is no angle for the water to run off the banks on both sides." Mr. Myers said culverts were a temporary solution, but that if the banks were dredged at an angle to the mouth of Big Wheeling Creek it might work.

Commissioner Olexo said, "Commissioner Probst addressed that issue earlier. The Soil and Water Department has been down to Belmont County to conduct a study. This is all part of the process - what we have to do to correct one problem without creating ten new ones. This is the process we have to follow - there must be studies done first. Hopefully we will be able to alleviate all the problems."

A resident stated that the recycling barns need emptied more often than they currently are. Ms. Carroll said, "We now have one more truck and one more person. If you will bear with us, we will get it done. We have eleven barns in the county, one truck and the schools and the litter." The possibility of transferring an unused recycling barn in Powhatan Point to Barton was discussed.

A resident questioned, "The creek has to be dredged. There are slow spots that are getting damaged. Why, if it effects everyone in Barton, and it lowers the value of a home, don't they get a tax break?"

Commissioner Thomas said, "Again, we don't have the jurisdiction to dredge the creek, we don't have the authority under federal law. We are doing everything we can to get the people who have the power to start something. I thought we were being clear on that."

Commissioner Probst reiterated that the Board was working with the Colerain Township Trustees, Richard Quinlin, Director, Belmont County Disaster Services and other agencies. He continued, "We are attempting to pull in state and federal monies from different programs. We are trying to see what programs this could qualify under. Some programs we qualify for, the money is just not there. It is a vicious merry-go-round."

Todd Zdanski said, "We need to mitigate flooding in Big and Little Wheeling Creeks. It is washing out. Ault's Run is surcharging Little McMahan into Willow Grove. With all the development in St. Clairsville, business and private, who is doing a feasibility study of drainage to monitor this?"

Commissioner Olexo said, "You were at the meeting at the Fire Hall-Strickland and Ney had representatives there. A study has been started; there have been no remedies yet. It is in the process. We have not been provided with a remedy yet." Zdanski said, "Are they doing a feasibility study? Is there a target date when it will be done? We are still having the same problems." Commissioner Thomas said, "The water and sewer issue was there before development got where it is today. Our water and sewer department is looking at that - part of that is within the county jurisdiction" Zdanski said, "I worked with Dick Quinlin and got a petition. We got some course of action from the OEPA drainage laws. There are provisions in the drainage laws." Commissioner Thomas stated the Board did not say they did not have jurisdiction over drainage. Commissioner Olexo stated, "Drainage is different. We can do drainage in lateral lines, but we are limited on jurisdiction."

Don McPheely, resident of Neffs, asked for the status of the Neffs sewer project and also informed those present there would be a public meeting at Neffs in mid to late October.

Margaret Johnson said she hoped the wheels were in motion to get something done in the Barton area and with the whole water shed area and requested the Board keep the residents informed of the progress.

Commissioner Olexo requested the Barton area residents sign a sheet with their names, phone numbers and addresses as well as designating a contact person or two for the Commissioners to contact. He continued with the Neffs update, "The engineering phase, Green and Associates is almost complete. The core drilling is complete. That consists of the makeup of the soil which has been found to be mostly clay, sand, and gravel. There are no huge areas of big rock, which is good. The field survey is underway. They are working in conjunction with GIS; it will possibly be completed soon. They have contacted AEP and Columbia Gas to determine necessary clearance from their utility lines. The Green engineering report is 60% done. The design work is completed. Sometime before the first of the year....Once the engineering of the project is complete, this gives the Board the numbers to know what kind of money we are talking about. We have been in contact with Representative Strickland's office. Lisa Duvall is here tonight representing his office. We are requesting funds through the federal government; then we will determine a time line."

Randy Frazier said he lives on School Street and that he had been told the main sewer line would be going through his front yard.

Commissioner Olexo said, "We've not seen any final maps. Normally that is not done. They are usually set on right-of-ways and property lines. If the installation proves a hardship to any resident then it will be moved to a more convenient location."

Myers questioned, "While we are waiting for that to be done, what do we do with the water now? My sump pump doesn't shut off, it runs continually."

Commissioner Olexo said, "Let us get in touch with Mr. Quinlin. I can't answer that."

Raymond Kyanko said, "There is a fifty foot section that is at the fill level in my mothers back yard. A normal rain would cause an immediate problem. Can't you ditch for runoff?"

Commissioner Olexo said, "We can not direct the point of the water channel." Mr. Kyanko reiterated that this is a very urgent situation that needs addressed immediately. Commissioner Probst assured the residents that one or more members of the Board, as well as Mr. Quinlin, would visit their area on Thursday or Friday of this week.

The Board was informed that one homeowner in the area had filled the creek with dirt and debris from trees and could anything be done to make him stop doing that, or if it was legal, why couldn't the others and the Board do the same to save their property from flooding.

Commissioner Olexo informed everyone that, "We do not have the authority to get into the water channel. Neither does a private person."

The Board was questioned as to how the Belmont County Recycling and Litter Prevention Department would be paying for the new employee. Commissioner Thomas stated, "The \$6.25 property tax that was assessed in January on homeowners tax bill will be funding this and the additional truck and additional barns. This was mandated by the Ohio EPA Solid Waste Plan."

Cliff Sligar, Director 911 was introduced.

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the minutes of the Belmont County Commissioners regular meeting of August 11, 2004 and August 18, 2004.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCHEDULING  
COMMISSIONERS' MEETING**

Motion made by Mr. Olexo, seconded by Mr. Thomas to change the regular meeting of the Board of Belmont County Commissioners currently scheduled for Wednesday September 8, 2004 at 9:00 am in the Commissioners Meeting Room to Friday, September 10, 2004 at 11:00 am at the Belmont County Fairgrounds.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE  
SIGNING AND SUBMITTAL OF OPWC APPLICATIONS FOR FINANCIAL ASSISTANCE  
RE: BEL 5-13.36 AND 15.88 BRIDGE REPLACEMENT PROJECT/ENGINEER'S  
RESOLUTION**

Resolution authorizing Commissioner Ryan E. Olexo to sign and submit an application for financial assistance from the Ohio Public Works Commission and to execute the necessary contracts for the following project:

**BEL-5-14.36 and 15.88 Bridge Replacement Project**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION  
AUTHORIZING THE SIGNING AND SUBMITTAL OF  
OPWC APPLICATIONS FOR FINANCIAL ASSISTANCE  
RE: RESURFACING LOCAL ROADS PROJECT NO. 19/ENGINEER'S  
RESOLUTION**

Resolution authorizing Commissioner Ryan E. Olexo to sign and submit an application for financial assistance from the Ohio Public Works Commission and to execute the necessary contracts for the following project:

**Resurfacing Local Roads Project Number 19**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION  
AUTHORIZING COMMISSIONER PROBST TO  
REPRESENT BOARD ON COUNTY SUBCOMMITTEE FOR  
ISSUE II, ROUND 19 PROJECTS/ENGINEER'S  
RESOLUTION**

Resolution authorizing Commissioner Charles R. Probst, Jr. to represent the Belmont County Board of Commissioners on the County Subcommittee for Issue II, Round 19 Projects.

Motion made by Mr. Olexo, seconded by Mr. Thomas to adopt the foregoing Resolution.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION  
GRANTING CONSENT TO ODOT RE: COMPLETION OF  
RECONSTRUCTION OF STATE ROUTE 149 INTERSECTION,  
TOWNSHIP ROAD 1569 AND UNION LOCAL SCHOOL DRIVE/  
BEL-149-23.91/PID NO. 76265**

Motion made by Mr. Olexo, seconded by Mr. Probst to adopt the Resolution granting consent to the State of Ohio, Department of Transportation to complete the project for "Reconstruction of the intersection of SR 149, TR1569, and Union Local School Drive, including turn lanes, a traffic signal, pavement markings and signing"

*Note: ODOT shall assume and bear 100% of the necessary costs of the State's highway improvement project. Because there are township roads involved, the Board as the Local Public Agency (LPA), must adopt this preliminary legislation agreeing to the project.*

- The bid opening for this project is set for January 2005
- The project will entail improvement of 0.07 miles of TR 1569 and 0.27 miles of SR 149

**PRELIMINARY LEGISLATION**

Rev. 6/26/00

**Resolution#** \_\_\_\_\_

**PID No. 76265**

**County/Route/Section BEL-149-23.91**

The following is a Resolution enacted by the Board of County Commissioners of Belmont County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

**SECTION I - Project Description**

WHEREAS, the STATE has identified the need for the described project:

Reconstruct the intersection of State Route 149, Township Road 1569 and Union Local School Drive including turn lanes, a traffic signal, pavement markings and signing.

NOW THEREFORE, be it ordained by the Board of County Commissioners of Belmont County, Ohio.

**SECTION II - Consent Statement**

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

**SECTION III - Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

ODOT shall assume and bear 100% of the necessary costs of the State's highway improvement project.

The LPA further agrees to pay One Hundred Percent (100%) of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

**SECTION IV - Utilities and Right-of-Way Statement**

Right of way for this project will be acquired by ODOT in the name of the State of Ohio.

**SECTION V - Authority to Sign**

The President of said Commissioners of Belmont County is hereby empowered on behalf of the Commissioners of Belmont County to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: August 25, 2004

Attested: \_\_\_\_\_  
(Clerk)

\_\_\_\_\_  
(Officer of LPA-Title)  
Ryan E. Olexo/s/  
(President of Commissioners)

Attested: Darlene Pempek /s/  
(Title)

This Resolution is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING  
PAYPHONE SERVICE AGREEMENT WITH  
SOUTHWESTERN BELL TELEPHONE**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve and sign the Pay Phone Service Agreement with Southwestern Bell Telephone (SBC) for the purpose of providing pay phone services in various Belmont County facilities.

- *Effective date of the contract is August 4, 2004 through August 3, 2005.*
- *Belmont County will receive twenty percent of the total gross revenue less monthly expenses, collected on all paid coin calls from each individual payphone.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH  
MICHAEL MCGLUMPHY, CONSULTING FOR  
WIA/TANF PROGRAM MONITORING SERVICES/BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into a contract on behalf of the Belmont County Department of Job and Family Services with Michael McGlumphy, Consulting to provide the services of programmatic monitoring for the Workforce Investment Act Program (WIA) and Temporary Assistance to Needy Families Program (TANF) for the Belmont County DJFS. Monitoring will include participant records and contract monitoring on any WIA/TANF contract administered by the DJFS.

- This contract will be effective August 25, 2004 through June 30, 2005 at a maximum allowable amount of \$7,500.00 (\$50.00 per hour)

**CONTRACT BETWEEN THE  
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
MICHAEL MCGLUMPHY, CONSULTING (CONTRACTOR)**

**PURPOSE:**

To provide the services of programmatic monitoring for Workforce Investment Act Program and TANF program for Belmont County Department of Job and Family Services. Monitoring will include participant records and contract monitoring on any WIA/TANF contract administered by Belmont County Department of Job and Family Services.

**THE CONTRACTOR AGREES TO PROVIDE THE FOLLOWING SERVICES TO BELMONT COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES:**

- I. Monitoring
  - A. Provide on-site monitoring of participant records and contracts to ensure compliance with the laws and regulations governing the WIA/TANF program.
  - B. Perform desk reviews of information/reports submitted to Belmont County Department of Job and Family Services in support of the various WIA/TANF contracts entered into by Belmont County Department of Job and Family Services.
  - C. Submit reports to Belmont County Department of Job and Family Services for on-site monitoring performed and any findings on desk reviews. Once reviewed by Belmont County Department of Job and Family Services, distribute to the agencies reviewed.
  - D. Perform follow-up visits as required by Belmont County Department of Job and Family Services.
- II. Technical Assistance
  - A. Provide technical assistance if requested for any deficiencies noted at the on-site visits or during the desk reviews.
  - B. Research and respond to inquiries from Belmont County Department of Job and Family Services.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AGREES TO PROVIDE THE FOLLOWING:**

1. Belmont County Department of Job and Family Services agrees to cooperate and collaborate with Michael McGlumphy Consulting to plan, implement and monitor the provision of services under this agreement.
2. Belmont County Department of Job and Family Services agrees to maintain communication with Michael McGlumphy Consulting on local WIA/TANF contracts, and related activities.
3. Belmont County Department of Job and Family Services agrees to review reports submitted by Michael McGlumphy Consulting prior to distribution to effected contractors.

**EFFECTIVE DATE:**

The effective date of this contract shall be July 1, 2004, or the last signature date on the signature page, denoting approval and signature of all parties and continue through June 30, 2005. Total expenditures may not exceed \$7,500.00. This contract may be extended one (1) year to June 30, 2006, upon agreement of both parties.

**CONSIDERATION:**

- A. Michael McGlumphy Consulting shall submit invoices on a Monthly basis by the fifteenth working day of the month for actual cost of services rendered during the previous month. Invoices shall be submitted to Belmont County Department of Job and Family Services, to the attention

of the Fiscal Officer. All such invoices shall contain the following information:

- 1. Contractor name, address and Federal ID number and/or Social Security number.
  - 2. Billing period.
  - 3. Total amount of invoice.
  - 4. Authorized signature.
- B. Payment by Belmont County Department of Job and Family Services shall be made within fourteen (14) days of receipt of correct invoice.
- C. Payment rate is \$50.00 an hour. Total expenditures may not exceed \$7,500.00.
- D. The Belmont County Department of Job and Family Services will allow access to copying machines for reproduction of WIA/TANF and other contract material.

**EVALUATION AND MONITORING**

The Belmont County Department of Job and Family Services, with the cooperation of Michael McGlumphy Consulting, will complete periodic monitoring and evaluation activities as deemed necessary by the Belmont County Department of Job and Family Services. The continuation of this contract shall be contingent upon the program objectives contained in the contract being achieved. This contract can be modified in the event that the Workforce Investment Area restructures.

**MICHAEL MCGLUMPHY CONSULTING OBLIGATIONS**

Michael McGlumphy Consulting shall abide by Federal, State and Local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto; and with the provisions of the WIA/TANF programs for Belmont County Department of Job and Family Services.

Michael McGlumphy Consulting shall not perform in any way inconsistent with the terms of this contract except as approved, in writing by Belmont County Department of Job and Family Services. Adjustment in the services to be provided may not be made without prior approval of Belmont County Department of Job and Family Services and/or the Belmont County Commissioners.

**TERMINATION**

Either party upon thirty (30) days written notice may terminate this contract for any reason. **CONFIDENTIALITY**

Michael McGlumphy Consulting agrees that none of its employees, agents or assignees involved in performing the terms and conditions of this agreement shall use any information, systems, records, or other materials of a confidential nature, for any purpose than to fulfill the contractual duties specified herein or other duties imposed by law. Michael McGlumphy Consulting agrees to be bound by the same standards of confidentiality that apply to the employees of Belmont County Department of Job and Family Services and the State of Ohio.

**ASSIGNMENTS AND SUBCONTRACTS**

Michael McGlumphy Consulting shall not assign any interest, including subcontracting, in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of Belmont County Department of Job and Family Services and the Belmont County Commissioners and subject to such conditions and provisions as Belmont County Department of Job and Family Services may deem necessary.

**INDEPENDENT CONTRACT**

Michael McGlumphy Consulting agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of the agreement. Michael McGlumphy Consulting agrees that, as an independent contractor, he assumes all responsibility for any federal, state, municipal or other tax liabilities which may accrue as a result of compensation received for services or deliverables rendered hereunder. Michael McGlumphy Consulting will provide public liability, property damage, workers' compensation insurance, insuring as they may appear the interest of all parties to this contract against any and all claims which may arise out of operations under the terms of this contract. It is agreed that in the event any carrier of such insurance exercises cancellation, notice will be made immediately to Belmont County Department of Job and Family Services of such.

Michael McGlumphy Consulting certifies that no later than the first effective date of this contract, all approvals, licenses or other qualifications necessary to conduct business in Ohio will be obtained. In the absence of such approvals, licenses or other qualifications, this contract shall be void as of the first effective date.

**NONDISCRIMINATION**

Michael McGlumphy Consulting may not, in the performance of this contract, discriminate against any employee who is employed in the work covered by this contract, or against any applicant for such employment and Contractor shall not discriminate against individuals because of race, color, religion, age, sexual preference, sex, handicap, or national origin.

**RECORDS AND AUDITS**

Michael McGlumphy Consulting agrees to maintain all books, records, documents, and other evidence pertaining to the cost, expenses and records of this Contract to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor materials, equipment, supplies, and services as well, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Contract, and will follow all county, State of Ohio and Federal record retention policies regarding disposal.

**INDEMNIFICATION**

Michael McGlumphy Consulting understands and agrees that it is an independent Contractor and agrees to indemnify and hold Belmont County Department of Job and Family Services harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including but not limited to costs and expenses, arising out of breach of contract, acts of omissions of the Contractor and findings for recovery relating to any and all audits.

**MAINTENANCE OF EFFORT**

Michael McGlumphy Consulting warrants that services provided under the terms of this contract are in addition to those services Michael McGlumphy Consulting would normally provide to WIA/TANF program participants and will not be reduced in any way because of this contract. Nothing in this provision shall be interpreted to prohibit use of multiple sources of public funds to serve program participants as long as Belmont County Department of Job and Family Services contract funds supplement and do not supplant existing services that are available in the community.

**AMENDMENTS**

This Contract may be amended in writing. No amendment shall be effective until such date, as both parties have executed a written agreement.

**MISCELLANEOUS**

If there is any publicity releases or other public reference including medial release, information pamphlets, etc., on the services provided under this contract, it will be clearly stated that the project is funded under the State of Ohio's Workforce Investment Act.

In respect to the award and operation of this Contract, Belmont County Department of Job and Family Services and Contractor agree to comply with all applicable Federal and State laws. This Contract is to be construed, governed and enforced under the laws of the State of Ohio.

Performance of the contract by the Belmont County Department of Job and Family Services is contingent upon approval of the Belmont County Commissioners and upon availability of State and Federal Funds.

**CONTRACT APPROVED BY:**

<u>Dwayne Pielech /s/</u>	<u>8/16/04</u>
Dwayne Pielech, Director	Date
Belmont County Department of Job and Family Services	
<u>Michael K. McGlumphy /s/</u>	<u>8/16/04</u>
Michael McGlumphy, Consultant	Date
Michael McGlumphy Consulting	
Approved as to form:	
<u>Daniel P. Fry /s/</u>	<u>8/17/04</u>
Office of Prosecuting Attorney	Date
<b>Belmont County Commissioners:</b>	
<u>Ryan E. Olexo /s/</u>	<u>8/25/04</u>
Ryan E. Olexo, Commissioner	Date
<u>Charles R. Probst, Jr./s/</u>	<u>8/25/04</u>
Charles R. Probst, Jr., Commissioner	Date
<u>Mark A. Thomas /s/</u>	<u>8/25/04</u>
Mark A. Thomas, Commissioner	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING  
IV-D SERVICE CONTRACT BETWEEN  
BELMONT COUNTY CHILD SUPPORT ENFORCEMENT AGENCY(CSEA) AND  
BELMONT COUNTY JUVENILE AND PROBATE COURT  
RE: MAGISTRATE SERVICES/BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve and sign the IV-D Service Contract on behalf of the Belmont County Juvenile and Probate Court with the CSEA, Department of Job and Family Services for Magistrate Services.

**Effective date of the contract is June 10, 2004 through June 30, 2005.**

*Note: This contract will replace the original contract the board approved June 23, 2004. There were errors submitted in the original contract and the Office of Child Support in Columbus has recommended a new contract be submitted rather than signing an amendment.*

- **The new per unit rate has increased to \$180.52 to \$194.40**
- **The overall cost will increase from \$93,870.40 to \$110,808.00**
- **\$73,133.28 Federal Funds      \$37,674.72 Local Funds**

**IV-D SERVICE CONTRACT**

This contract made and entered into on the 10TH day of JUNE, 2004 by and between the Belmont County Child Support Enforcement Agency (hereinafter referred to as "CSEA") and Belmont County Juvenile & Probate, a contractor of service (hereinafter referred to as "Contractor"). Pursuant to Title IV-D of the Social Security Act, Section 3125.13 and 3125.14 of the Revised Code and Section 5101:1-29-50 of the Administrative Code rules promulgated by the Ohio Department of Job and Family Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Services:** Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), the CSEA agrees to purchase for, and Contractor agrees to furnish to eligible individuals those specific services detailed in Exhibit I.
2. **Purpose:** The CSEA and Contractor agree to coordinate services detailed in JFS07019, JFS 07030, or JFS 07031, attached, and to make all reasonable efforts to coordinate with other service contractors to establish a cooperative, comprehensive county plan for effective enforcement of child support.
3. **Contract Period:** This agreement will be effective from **July 1, 2004 through June 30, 2005**, 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:

	<b>AMOUNT</b>	<b>SOURCE</b>
Local Matching Funds (34%)	\$37,674.72	County
Federal Matching Funds (66%)	\$73,133.28	FFP
<b>Total</b>	<b>\$110,808.00</b>	

(A) Contractor 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 or by section 5101:1-29-50 (C)(5) of the Administrative Code.

5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in JFS 07019, JFS 07030, or JFS 07031, attached, the amount to be paid for such purchased services will be based on the following criteria:  
A negotiated **\$194.40** per **eligible IV-D paternity and/or child support court case** for provision of service.

6. **Eligibility for Services:** Current and past public assistance recipients or those who have completed a IV-D application form which has been filed with the CSEA and has resulted in an open IV-D Case.

7. **Payment for Purchased Services:** The contractor shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as JFS 07035.

8. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in JFS 07019, JFS07030, or JFS 07031, attached, the contractor may subcontract. All such subcontracts shall be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the contractor from its liability under this agreement. The contractor is responsible for making direct payment for such services.

9. **Termination:**

(A) In the event that the contractor 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 contractor 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 contractor.

(F) In the event of termination under this Article, the contractor 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 contractor shall not exceed the total amount of consideration stated in this Contract.

10. **Independent Contractors:** The contractors, agents, and employees of the contractor, 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.

11. **Duplicate Billing:** The contractor 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.

12. **Financial Records:** The contractor 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 contract. 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.

13. **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.

14. **Availability and Retention of Records:** Contractors 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.

15. **Responsibility for Audit Exceptions:** Contractor 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 contract.

16. **Confidentiality:** The contractor 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.

17. **Equal Employment Opportunity:** In carrying out this Contract, the contractor 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.

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

(A) Indemnity: The contractor agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Job and Family 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: The contractor 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.

19. **Monitoring and Evaluation:** The CSEA and contractor will, as detailed in attached forms, 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.

20. **Accessibility of Program to the Public:** The CSEA and contractor 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.

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

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

Child Support Enforcement Agency	Date
<u>Belmont County</u>	
Authorized CSEA Representative's Signature	Date
<u>Dwayne M. Pielech /s/</u>	<u>8/17/04</u>
Authorized Contractor Representative's Signature	Date
<u>J. M. Costine /s/</u>	<u>8/17/04</u>
Authorized Provider Representative's Title	

**Juvenile Judge**  
 Provider's Street address  
Courthouse, 101 W. Main St.  
 Provider's City, State, zip  
St. Clairsville, OH 43950

County Commissioner's Signature	Date
<u>Ryan E. Olexo /s/</u>	<u>8/25/04</u>
<u>Charles R. Probst, Jr. /s/</u>	<u>8/25/04</u>
<u>Mark A. Thomas /s/</u>	<u>8/25/04</u>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING RENEWAL  
 OF DAYCARE TRAINING CONTRACT BETWEEN  
 BELMONT COUNTY DJFS AND BELMONT TECHNICAL COLLEGE**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve and sign the renewal of the Day Care Training Contract on behalf of the Belmont County Department of Job and Family Services with Belmont Technical College. This contract renews an agreement that provides training to those individuals who are and will be day care providers.

- *The annual cost, not to exceed \$2,100.00 is the same as last year's contract.*
- *Effective date is September 1, 2004 through May 12, 2005.*

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
AGREEMENT**

This contract is made and entered into as of this 1st day of September, 2004 by and between the Belmont County Department of Job and Family Services (hereinafter referred to as Department) and Belmont Technical College doing business at 120 Fox-Shannon Place, St. Clairsville, Ohio 43950 (hereinafter referred to as Provider).

**PURPOSE**

Subject to the terms and conditions set forth in the Agreement and the attached Exhibit (such exhibit is deemed to be a part of this Agreement as fully as it is set forth herein), the Department agrees to purchase and the Provider agrees to deliver those services as described in said Exhibit for the Type B Provider Daycare Training Program.

**AGREEMENT PERIOD**

This Agreement will be effective from September 1, 2004 through May 12, 2005, unless otherwise terminated.

**COST**

Cost to the Department for services provided shall not exceed \$2100 (two thousand one hundred dollars) within the Agreement period.

**PAYMENT FOR SERVICES**

The Provider shall submit itemized invoices detailing services provided. Invoices must be received before the tenth of the month in order for the Provider to receive payment in that month. Department will provide reimbursement within 30 days of receipt of billing or as soon as County Auditor process payment. Payment for all services provided in accordance with the provisions of this agreement is contingent upon the availability of Federal and State funds.

**CIVIL RIGHTS**

Department and Provider agree that as a condition of this Agreement, there shall be no discrimination against any individual because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the Provider will comply with all subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all person served under this Agreement.

**TERMINATION**

In the event that the Provider does not faithfully and promptly perform his/her responsibilities and obligations under this Agreement, as determined by the Department, the Department may terminate the Agreement by providing the Provider with written notice 30 days in advance of the termination date. In the event that the Department does not faithfully and promptly perform its responsibilities and obligations under this Agreement, the Provider may terminate the Agreement by providing the Department with written notice 30 days in advance of the termination date.

**AMENDMENT OF CONTRACT**

This contract may be amended at any time during the Agreement period by a written addendum signed by both parties.

**CONFIDENTIALITY**

To the extent provided by Ohio public record laws, the Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.

**SIGNATURES**

<u>Dwayne D. Pielech /s/</u>	<u>8/14/04</u>
Dwayne D. Pielech, Director	Date
Belmont County Department of Job and Family Services	
<u>Joseph E. Bukowski /s/</u>	<u>8/4/04</u>
Dr. Joseph Bukowski, President	Date

Belmont Technical College  
Rebecca J. Kurtz, Ph.D. /s/ 8/4/04  
 Dean of Learning Date  
 Dr. Rebecca Kurtz  
John S. Koucoumaris /s/ 8/4/04  
 John Koucoumaris Date  
 Dean of Administrative Affairs  
Ryan E. Olexo /S/ 8/25/04  
 Belmont County Commissioner Date  
Charles R. Probst, Jr. /s/ 8/25/04  
 Belmont County Commissioner Date  
Mark A. Thomas /s/ 8/25/04  
 Belmont County Commissioner Date  
Daniel Fry /s/ 8/17/04  
 Approved as to form Date  
 Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING  
 QUARTERLY SUBGRANT REPORT FOR  
 DOMESTIC VIOLENCE INVESTIGATION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Olexo authorizing Commissioner Charles R. Probst, Jr. to sign and submit the Quarterly Subgrant Report for the Domestic Violence Investigation Project, Subgrant No. 2000-WF-VA2-8412A, Period Ending 5/31/04, Payment Request \$3,446.78 for the Belmont County Sheriff's Office.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RENEWAL OF PARTICIPATION AGREEMENT  
 WITH LEADS FOR NCIC TERMINALS LOCATED AT  
 BELMONT COUNTY 9-1-1**

Motion made by Mr. Thomas, seconded by Mr. Probst authorizing Board President Ryan E. Olexo to sign on behalf of the Board of Belmont County Commissioners to enter into the renewal of the Participation Agreement with LEADS for the NCIC terminals located at the Belmont County 9-1-1.

Note: LEADS – Law Enforcement Automotive Data Entry System enables the 911 Department to obtain necessary information for the police and fire departments– run license plates, drivers license, etc.

The annual fee for this service is \$7,800.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT  
 WITH GOLDEN STAG PRODUCTIONS FOR CONVERSION  
 OF dBASE IV FOR DOS PROGRAMS TO dBASE PLUS/ENGINEER'S GIS**

Motion made by Mr. Olexo, seconded by Mr. Thomas to enter into a contract with Ken Mayer, President, Golden Stag Productions, for Professional services as an Independent Contractor on behalf of the Belmont County GIS Department.

*Mr. Mayer is a database programmer who will convert dBase IV for DOS programs, screens and reports for the Belmont County Engineer's Deed Parcel Transfer software to dBase Plus.*

Contract rate is \$125.00 per hour - with a maximum billable of \$24,950.00

Don Pickenpough, Director G.I.S., will utilize the funds contributed by the Belmont County Sanitary Sewer District for this project

**Golden Stag Productions**  
**Database Development Web Page Design**



**Independent Contractor Agreement**

**Independent Contractor Agreement**

This agreement is made between the Belmont County Commissioners (Client) with a principal business at 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950, and Golden Stag Productions (Contractor) with a principal place of business at 1720 Holland Drive, Walnut Creek, CA 94597.

**Services to Be Performed**

Contractor agrees to perform the following services:

- Convert dBASE IV for DOS programs, screens and reports for Belmont County's Deed Parcel Transfer software to dBASE Plus.
- Add any agreed-upon enhancements as discussed in email with Client.
- Provide the source code created in this project, and all other pertinent files (images and any other files needed for the software to properly function), as well as detailed instructions for setup and deployment of the software.

**Payment**

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the rate of \$125 per hour. Contractor's total compensation shall not exceed \$24,950 without Client's written consent. If compensation is nearing \$20,000.00, contractor shall immediately notify client.

**Terms of Payment**

Contractor shall send Client an invoice bi-monthly. Client shall pay Contractor within 30 days from the date of each invoice.

**Expenses**

Contractor shall be responsible for all expenses incurred while performing services, and expenses are not reimbursable to contractor.

**Materials**

Contractor will furnish all the materials and equipment used to provide the services required by this Agreement. Client will provide the dBASE IV source code, tables, and misc. other required files, and screen shots of what the program looks like when executed.

**Terms of Agreement**

This Agreement will become effective when signed by both parties and will end no later than May, 2005.

**Terminating the Agreement**

Either party may terminate this Agreement at any time by giving 5 days written notice of termination. Contractor shall be entitled to full payment for services performed prior to the date of termination and client shall be provided with all services performed in whatever form available.

**Independent Contractor Status**

Contractor is an independent contractor, not Client's employee. Contractor and Client agree to the following rights consistent with an independent contractor relationship;

Contractor has the right to perform services for others during the term of this Agreement.

- Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- The Contractor shall perform the services required by this Agreement; Client shall not hire, supervise or pay any assistants to help Contractor.
- Contractor shall not receive any training from Client in the skills necessary to perform the services required by this Agreement.
- Client shall not require Contractor to devote full time to performing the services required by this Agreement. ! Contractor is not eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

**Local, State and Federal Taxes**

Contractor shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Client will not:

- withhold FICA from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

**Sales Taxes**

The charges here do not include taxes. If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to Client. Contractor shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by Client.

**Notices**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered as follows:

- when delivered personally to the recipient's address as stated on this Agreement
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.
- Notice is effective upon receipt, provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

**No Partnership**

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

**Applicable Law**

This agreement will be governed by the laws of the State of Ohio

**Exclusive Agreement**

This is the entire Agreement between Contractor and Client.

**Resolving Disputes**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to binding arbitration in Belmont County, Ohio under the rules of the American Arbitration Association. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. However, the complaining party may refuse to submit the dispute to mediation or arbitration and instead bring an action in an appropriate Small Claims Court.

**Modifying the Agreement**

Client and Contractor recognize that:

- Contractor's original cost and time estimates may be too low due to unforeseen events, or to factors unknown to Contractor when this Agreement was made.
- Client may desire a mid-project change in Contractor's services that would add time and cost to the project and possibly inconvenience Contractor, or
- Other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances. If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this Agreement.

**Attorney's Fees**

If any legal action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which he or she may be entitled.

**Cap on Liability**

Contractor's total liability to Client under this Agreement for damages, costs and expenses, regardless of cause, shall not exceed compensation received by Contractor under this Agreement. Contractor shall not be liable for Client's lost profits, or special, incidental or consequential damages.

**Right to Reuse**

Contractor owns or holds a license to use and sublicense various materials in existence before the start date of this Agreement (Contractor's Materials).

Contractor may, at its option, include Contractor's Materials in the work performed under this Agreement. Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights in Contractor's Materials. Contractor grants Client a royalty-free nonexclusive license to use any Contractor's Materials incorporated into the work performed by Contractor under this Agreement. The license shall have a perpetual term and may not be transferred by Client.

**Contract Restrictions**

Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval.

**Signatures**

Client: Belmont County Commissioners

Ryan E. Olexo /s/

Ryan E. Olexo, President

Date: 8/25/04

Contractor: Golden Stag Productions

By: Ken Mayer /s/

Ken Mayer, President

Taxpayer ID Number:

Approved as to form:

Robert W. Quirk /s/

Robert W. Quirk Assistant Prosecutor

Date: \_\_\_\_\_

Upon roll call the vote was as follows:

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

IN THE MATTER OF PULLMAN FIRST ] **[Belmont Co. Commissioners**  
SUBDIVISION/RICHLAND TOWNSHIP ] **[Courthouse**  
SEC 22, T6, R3 ] **[St. Clairsville, Ohio 43950**  
**[Date August 25, 2004**

Motion made by Mr. Thomas, seconded by Mr. Probst authorizing the Clerk of the Board to establish the date and time for a Subdivision hearing in regards to Pullman First Subdivision, Richland Township, and Section 22 T6 R3 according to Ohio Revised Code Section 711.05 and proceed with the required notifications

*Note: Danny Popp, DDP and Associates is requesting the Board grant a variance/ reduction in the building set dimension for property owned by Steve Coe, C.A. Music House, 52171 National Road, St. Clairsville.*

**NOTICE OF NEW SUB-DIVISION**  
 Revised Code Sec. 711.05

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

You are hereby notified that the 1st day of September, 2004, at 10:15 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Darlene Pempek /s/  
 Clerk of the Board

Upon roll call the vote was as follows:

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

**IN THE MATTER OF PUBLIC ROAD PETITION**  
**FOR VACATION OF A PART OF A 50' RIGHT OF WAY**  
**KNOWN AS EVANS ST. AND AN UNNAMED 40' RIGHT OF WAY/**  
**WHEELING TOWNSHIP/RD IMP 1085**

Motion made by Mr. Thomas seconded by Mr. Probst to accept the public road petition as presented by the petitioners, freeholders of Belmont County residing in the vicinity of the proposed improvement requesting the vacation of a part of a fifty (50) foot right of way known as Evans Street and an unnamed 40 foot right of way located in Wheeling Township Section 36 T-7, R-4, and authorize the Clerk of the Board to establish the date and time for the required viewing and hearing to be known *as Road Improvement # 1085*

**PUBLIC ROAD PETITION**  
 Rev. Code Sec. 5553.04

Belmont County, Ohio August 24, 2004

To the Honorable Board of County Commissioners of Belmont County, Ohio:

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacations of a part of a 50 ft r/w known as Evans Street and an unnamed 40 ft r/w located in Wheeling Township Section 36 T-7 R-4 Belmont County Ohio, a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

*Being that portion of a 50 ft r/w known as Evans Street, located in between lots 82-90 and lots 65-73 and also an unnamed 40 ft r/w located in between lots 81 and 82 as depicted on the plat of The Oco Coal Company Allotment recorded in Cab B Slide 161 Belmont County Recorder's Office.*

<b><u>PETITIONER'S NAME</u></b>	<b><u>ADDRESS</u></b>
Bob Gibeaut /s/	69859 Bannock Rd., PO Box 14, Bannock, OH 43972
Steve Vcelka /s/	71941 Barylak Rd., Flushing, OH 43977
Jimmy Vcelka /s/	71941 Barylak Rd., Flushing, OH 43977
Herman Brown	44170 Lafferty Rd., Box 151, Bannock, OH 43972
Diane Brown	44170 Lafferty Rd., Box 151, Bannock, OH 43972
John Spano	48618 Center St., Midway, St. Clairsville, OH 43950
Henry Kolodziej	Fairpoint, OH
Darlene Kolodziej	Fairpoint, OH
Bill Androsko	48606 Center St., Midway, St. Clairsville, OH 43950
Brenda Androsko	48606 Center St., Midway, St. Clairsville, OH 43950
Joe Korba	Box 67, Bannock , OH
Shirley I. Johnson /s/	73440 Flushing-New Athens Rd., Flushing, OH 43977
William Johnson /s/	73440 Flushing-New Athens Rd., Flushing, OH 43977
Richard Spano /s/	Box 283, Lafferty, OH
Harry W. Elerick /s/	41180 Lafferty Rd. 10, Box 28, Bannock, OH 43972
Randy Brunner	44305 Lafferty Rd., Bannock, OH 43972

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION**  
**OF A PART OF EVANS STREET AND AN**  
**UNNAMED 40 FT. RIGHT-OF-WAY**  
**IN WHEELING TOWNSHIP/RD IMP 1085**

**Office of County Commissioners**  
**Belmont County, Ohio**

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice**  
**Thereof on Public Road Petition**  
 Rev. Code, Sec. 5553.05

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate a part of a 50 ft r/w know as Evans Street and an unnamed 40 ft r/w located in Wheeling Township, Section 36, T-7, R-4, Belmont County, Ohio, a Public Road as described therein; therefore be it

RESOLVED, That the 15th day of September, 2004 at 1:00 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 22nd day of September 2004, at 10:00 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

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

Adopted August 25, 2004

Darlene Pempek /s/  
Clerk, Belmont County, Ohio

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING  
PUBLIC ROAD (by publication)  
Rev. Code, Sec., 5553.05  
ROAD IMP. # 1085**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacations of a part of a 50 ft r/w known as Evans Street and an unnamed 40 ft r/w located in Wheeling Township, Section 36, T-7, R-4, Belmont County, Ohio, a public road, the general route and termini of which Road are as follows:

Being that portion of a 50 ft r/w known as Evans Street, located in between lots 82-90 and lots 65-73 and also an unnamed 40 ft r/w located in between lots 81 and 82 as depicted on the plat of The Oco Coal Company Allotment recorded in Cab B Slide 161 Belmont County Recorder's Office.

Said Board of County Commissioners has fixed the 15th day of September 2004, at 1:00 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 22nd day of September 2004, at 10:00 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

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

ADV. TIMES LEADER (2) Thursdays- September 3, 2004 and September 10, 2004

**IN THE MATTER OF CERTIFICATE OF  
SUBSTANTIAL COMPLETION FOR THE LAMIRA-LOOMIS PUMP STATION,  
CONTRACT 2003-1B FOR YENEKA CONSTRUCTION/SANITARY SEWER DISTRICT**

Motion made by Mr. Olexo, seconded by Mr. Thomas authorizing Board President Ryan E. Olexo to sign and submit the Certificate of Substantial Completion to Yeneka Construction, Morristown, Ohio for the Belmont County Sanitary Sewer District Contract 2003-1B, Lamira/Loomis Pump Station Project, based upon the recommendation of Keith Bennett, Hammontree and Associates, Project Engineer and David Grum, Project Consultant.

- Date of Substantial Completion is August 17, 2004

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION DESIGNATING  
BELMONT COUNTY BOARD OF MENTAL RETARDATION AND  
DEVELOPMENTAL DISABILITIES AS AN EMPLOYING UNIT**

Motion made by Mr. Olexo, seconded by Mr. Thomas to adopt the following  
**RESOLUTION**

WHEREAS, on December 16, 1986, Amended Substitute House Bill 706 passed the Ohio General Assembly and became effective authorizing Ohio's public employers to establish a retirement incentive plan, pursuant to Sections 145.297 and 145.298 of the Ohio Revised Code.

WHEREAS, Ohio Revised Code Section 145.297 (A)(3)(C) authorized the Board of County Commissioners to designate as an "employing unit" any county agency;

WHEREAS, Ohio Revised Code Section 14.297 (B), authorizes an "employing unit" to establish a retirement incentive plan pursuant to the provisions of Section 145.297 (C),(D) and (E);

NOW, THEREFORE, it is resolved that the Board of County Commissioners of Belmont County, does hereby designate the Belmont County Board of Mental Retardation and Developmental Disabilities as a subordinate "employing unit" for the purpose of Ohio Revised Code Section 145.297.

Upon roll call the vote was as follows:

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

**NOTE:** This action will allow the Bd of MR/DD to proceed with the adoption of a Voluntary Retirement Incentive Plan for eligible employees of the agency based upon the recommendation of Monte Kerr, Superintendent Board MR/DD and the Belmont County Board of MR/DD

- *This is for a (2) year early State Teachers Retirement System and Public Employee Retirement System incentive program and could provide a substantial financial savings over the next 5 years estimated at 1.9 million dollars.*

**IN THE MATTER OF ADOPTING RESOLUTION  
HONORING THE ANNIVERSARIES OF "ZODOCHOS PEGHE" CHURCH  
AND FATHER MENELAOS PAPAGEORGIU**

**RESOLUTION HONORING  
"ZODOCHOS PEGHE" ON ITS 75<sup>TH</sup> ANNIVERSARY  
AND HONORING FATHER MENELAOS PAPAGEORGIU  
ON HIS 55<sup>TH</sup> ANNIVERSARY IN  
THE PRIESTHOOD AND IN MARRIAGE**

WHEREAS, "Zodochos Peghe", The Church of the Life-Giving Fountain in Martins Ferry, Ohio celebrates its 75<sup>th</sup> anniversary this year; and,  
WHEREAS, Father Menelaos Papageorgiou celebrates his 55<sup>th</sup> anniversary being ordained in the ministry; and  
WHEREAS, Father Menelaos Papageorgiou and his wife Presbyteria Erasmia celebrate their 55<sup>th</sup> wedding anniversary ; and  
WHEREAS, the Church has played a very active role in providing Greek Orthodox Americans a place of worship and a place for children and adults to learn and live the Greek culture; and,  
WHEREAS, the Church and its parishioners continue to be a vibrant part of Belmont County's rich history and excellent quality of life; and,

NOW, THEREFORE, BE IT RESOLVED, the Belmont County Commissioners, on behalf of all county residents, do hereby honor "Zoodochos Peghe" on its anniversary and Father and Presbyteria Erasmia Papageorgiou on theirs. It recognizes and thanks them for their contributions to Belmont County's rich spiritual and community history and to the sanctity of marriage.

Motion made by Commissioner Thomas, seconded by Commissioner Olexo to hereby proclaim August 28, 2004 as "Zoodochos Peghe" Day in Belmont County.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS  
FOR THE BEL 42-2.10 SLIP REPAIR PROJECT (FULTON HILL ROAD)/  
BELMONT COUNTY ENGINEER'S**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the request of Belmont County Engineer Fred Bennett to advertise for bids for the BEL 42 – 2.10 Slip Repair Project (Fulton Hill Road) and hereby authorize the Clerk of the Board to proceed with the required Notice to Bidders.

*Note: This project involves the repair of roadway and embankment failures caused by the heavy rains of January 3 and 4. The project will entail the placement of concrete encased steel beams with concrete lagging along the outside edge of the county highway.*

*75% of the project will be FEMA funds                      12.5% Ohio EMA funds                      12.5% MVGT*

**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 10:15 A.M. (Local Time) Wednesday, September 15, 2004 for furnishing all labor, materials and equipment to complete for the Belmont County Engineer Department Project BEL-42—2.10 Slip Repair Project (Fulton Hill Road), 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. 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) Tuesdays: August 31 and September 7, 2004

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS' MEETING AT 7:55 P.M.**

Motion made by Mr. Olexo , seconded by Mr. Probst to adjourn the meeting at 7:55 A.M.

Upon roll call the vote was as follows:

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

Read, approved and signed this 1st day of September A.D., 2004.

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

We, Ryan E. Olexo 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