

St. Clairsville, Ohio

January 28, 2004

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst, and Ryan E. Olexo Commissioners and Darlene Pempek, Clerk of the Board. Absent: Mark A. Thomas. Minutes of the meeting of January 21, 2004, were read, approved and signed.

EVENING MEETING HELD AT CONNECTIONS, MARTINS FERRY

IN THE MATTER OF THE ALLOWANCE OF BILLS

"BILLS ALLOWED"

AS CERTIFIED IN THE AUDITOR'S OFFICE.

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
Paul B. Jefferis	Misc. attorney fees-General	529.47
Bauknecht's Funeral Home	Indigent burial/Secrest-General	750.00
Columbus-Dublin Embassy Suites	Winter Conference/Eastern Div. Court-General	315.00
DLT Solutions, Inc.	Renew subscription/GIS Projects-General	472.00
AT&T	Service/Common Pleas Court-General	23.74
Assoc. of Municipal/County Judges	Winter Conference/Eastern Division Court-General	175.00
United States Post Office	Postage/Northern Division Court-General	8,000.00
Dell Marketing LP	Computers-General	2,717.56
Community Improvement Corporation	1 st Qtr. Operating Expenses-General	30,000.00
Dell Marketing LP	Computers/GIS Projects-General	3,084.28
Treasurer, State of Ohio EPA	Annual Fee/EPA-General	2,070.00
DBase Inc.	Renew subscription/GIS Projects-General	224.00
Bauknecht's Funeral Home	Indigent burials/S. McConnaughy-General	750.00
Ohio Valley Chemical	Supplies for jail-General	462.16
B-Crossroads Counseling Services	Northern Division Court-Indigent Driver's alcohol trmt	536.96
Crossroads Counseling Services	Misc counseling contract serv-Northern Crt Indigent Drivers Alcoho	1,664.20
Crossroads Counseling Services	Misc counseling contract serv/Eastern Crt Indigent Drivers Alcohol	1,437.06
Ohio State University College of Veterinary Medicine	Canine Research/Auditor-Dog & Kennel	1,353.00
G-Belmont County Tourism Council	February operating expenses-Lodging Excise Tax	25,000.00
P-American Electric Power	Service/WW#1-Sanitary Sewer District	414.13
Belmont County Sanitary Sewer	December service/WW#1-Sanitary Sewer District	5,036.06
Eastern Ohio Regional Wastewater Authority	Sewage disposal-Sanitary Sewer District	89,065.06
Nicolozakes Trucking & Construction	WWS#3 2000 Waterline Ext. Req 4-Sanitary Sewer District	257,287.95
Columbia Gas	Service-Oakview Admin Building	5,584.69
S-Maximus, Inc.	Maintenance & support-Eastern Division Court Computers	8,387.50
Speedway SuperAmerica	Gasoline/E Gorence-Common Pleas Corrections Grant	25.63
David S. Trouten, Jr.	Guardian ad litem fee/Wyckoff-Common Pleas Gen Spec Proj	115.00
Amy Basic	Reimburse expenses-Common Pleas Mediation Grant	112.25
Alltel	Contract services-District Detention Home	286.07
Beth Oprisch	Travel & training-District Detention Home	560.22
National City	Travel & training-District Detention Home	640.18
Johnson Boiler Works, Inc.	Contract services-District Detention Home	305.92
Beth Andes, MS, LPCC	Contract services-District Detention Home	1,000.00
Y-Health Assurance PPO	February premium-Insurance	153,485.78
Health Plan	February premium-Insurance	112,474.27
Health Assurance HMO	February premium-Insurance	60,845.90

IN THE MATTER OF APPROVING RECAPITULATION

OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the various funds dated for January 28, 2004 as follow:

<u>FUND</u>	<u>AMOUNT</u>
GENERAL	\$9,490.37, \$10,854.60, \$7,282.89
GENERAL/MARTINS FERRY BUILDING	\$1,239.93
GENERAL/EMA	\$7,230.32
GENERAL/9-1-1	\$7,322.09
GENERAL/SHERIFF'S	\$266.71, \$21,157.64
GENERAL/ATTORNEY FEES	\$5,876.50
GENERAL/BETHESDA BUILDING	\$4,304.20
B-DOG KENNEL	\$207.16
C-PROBATE COURT INDIGENT BURIAL	\$1,954.50
E-9-1-1	\$17,082.32
H-BCDJFS/PA	\$48,995.52
BCDJFS/CHILDREN SERVICES	\$137,961.47
BCDJFS/CSEA	\$8,160.56, \$94,143.70
COUNTY HOME/PARK HEALTH CENTER	\$7,987.01, \$25,416.80
COUNTY HOME SPECIAL	\$224.00
LITTER CONTROL	\$7,042.13
K-ENGINEER'S MVGT	\$33,370.67, \$2,343.71
P-SATELLITE/EASTERN	\$532.66
OAKVIEW ADMIN BUILDING	\$2,189.77
SANITARY SEWER DISTRICT	\$148,626.05, \$77,379.24, \$18,145.21, \$217.53, \$308,615.52, \$1,082.30 \$380.82, \$60,714.90
S-DISTRICT DETENTION HOME	\$8,621.67
SHERIFF'S COMMISSARY	\$876.69
CLERK OF COURTS COMPUTER	\$1,660.60
NORTHERN DIVISION COURT SPECIAL PROJECTS	\$3,807.00
OAKVIEW JUVENILE REHAB DISTRICT	\$1,447.75
OAKVIEW JUVENILE REHAB/AFTERCARE	\$546.72
T-JOB TRAINING	\$1,769.55

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the transfers of funds for the various County Departments as follow:

TRANSFER WITHIN FUND FOR THE BELMONT COUNTY

GENERAL FUND

FROM:	TO	AMOUNT
A401-A11 Other Expenses	A115-A15 Advances Out	\$10,000.00
Cash advance to S74 Common Pleas Mediation Grant Fund		

TRANSFER WITHIN FUND FOR THE BELMONT COUNTY GENERAL FUND

COUNTY COURTS PROBATION OFFICER

FROM:	TO	AMOUNT
A002-H01 Salary	A002-H03 PERS	\$291.66

TRANSFER BETWEEN FUNDS FOR THE BELMONT COUNTY

GENERAL FUND AND THE S74 MEDIATION GRANT FUND

FROM	TO	AMOUNT
A115-A15 Advances Out	S074-S06 Transfers In	\$10,000.00
Cash advance to S74 Common Pleas Mediation Grant Fund		

TRANSFER OF FUNDS -INSURANCE LINE ITEMS

TO INSURANCE HOLDING ACCOUNTS

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

FROM TO	AMOUNT
A014-A06 Group & Liability	Y091-Y01 Holding Account \$ 533,000.00
A014-A07 Employers Share Medicare	Y091-Y02 Holding Account 77,500.00
A014-A08 Waived Hospitalization	Y091-Y03 Holding Account 17,600.00
A014-A09 Employee Life Ins.	Y091-Y05 Holding Account 10,000.00

TRANSFER WITHIN FUND FOR BELMONT COUNTY DOG AND KENNEL B00 FUND

FROM	TO	Amount
B000-B02 Salaries	B000-B01 Auditors Clerk Hire and Supply	\$1,000.00

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

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

FROM	TO	AMOUNT
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	24.06
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P003-P20 LABOR	Y090-Y04 LABOR	0.00
P003-P21 MATERIALS	Y090-Y05 MATERIALS	1396.74
P003-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	0.00
P003-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	810.08
P003-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	.00
P003-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	98871.22
P003-P27 ADV & PRINTING	Y090-Y04 ADV & PRINTING	0.00
P003-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	41.45
P003-P29 PERS	Y090-Y12 PERS	1694.60
P003-P30 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P003-P31 OTHER EXPENSES	Y090-Y14 OTHER EXPENSES	17559.65
P003-P32 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	0.00
P003-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		120397.80
P005-P18 SUPPLIES	Y090-Y02 SUPPLIES	45.84
P005-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P005-P21 MATERIALS	Y090-Y05 MATERIALS	11847.49
P005-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	1408.00
P005-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	55942.78
P005-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P005-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	943.93
P005-P27 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P005-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	78.97
P005-P29 PERS	Y090-Y12 PERS	5198.55
P005-P30 WORKERS' COMP	Y090-Y13 WORKERS'COMP	0.00
P005-P31 OTHER EXP.	Y090-Y14 OTHER EXP.	40717.45
P005-P34 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	0.00
P005-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		116183.01
P051-P02 SUPPLIES	Y090-Y02 SUPPLIES	10.15
P051-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P051-P05 MATERIALS	Y090-Y05 MATERIALS	484.17
P051-P06 CONTRACT REP.	Y090-Y06 CONTRACT REP.	0.00
P051-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	444.04
P051-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P051-P09 SEWAGE DIS.	Y090-Y08 SEWAGE DIS.	38039.69
P051-P11 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P051-P12 TRAVEL & EXP	Y090-Y11 TRAVEL & EXP	17.49
P051-P13 PERS	Y090-Y12 PERS	625.57
P051-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00

P051-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	6632.36
P051-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	0.00
P051-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		46253.47
P053-P02 SUPPLIES	Y090-Y02 SUPPLIES	5.46
P053-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P053-P05 MATERIALS	Y090-Y05 MATERIALS	717.18
P053-P06 CONTRACT REP.	Y090-Y06 CONTRACT REPAIRS	0.00
P053-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	8735.65
P053-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P053-P09 SEWAGE DIS.	Y090-Y09 SEWAGE DIS.	51025.37
P053-P11 ADVER.&PRINTING	Y090-Y10 ADVER.&PRINTING	0.00
P053-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP	9.39
P053-P13 PERS	Y090-Y12 PERS	1598.87
P053-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P053-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	6254.57
P053-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	0.00
P053-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		68346.49
P055-P02 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P055-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P055-P05 MATERIALS	Y090-Y05 MATERIALS	50.44
P055-P06 CONTRACT REPAIRS	Y090-Y06 CONTRACT REPAIRS	0.00
P055-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	1787.90
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	240.11
P055-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P055-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	1060.88
P055-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		3139.33
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	27.76
P056-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P056-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	2671.65
P056-P16 TRANSFERS OUT	Y090-Y14 TRANSFERS OUT	0.00
P056-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		2699.41

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

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

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of January 28, 2004.

Belmont County General Fund-Sheriff Office

A106-A15 Background Checks	\$1,020.00
A906-A14 Towing and Storage	\$148.00
A706-A14 Clothing	4,978.71

Total this appropriation \$6,126.71

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

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

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of January 28, 2004.

General Fund

A206-A03 Housing of Prisoners	\$33,000.00
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Upon roll call the vote was as follows: Mr. Probst Yes
Mr. Olexo Yes
Mr. Thomas Absent

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

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of January 28, 2004.

Belmont County General Fund

Magistrate Office

A002-B26 Supplies	\$100.00
A002-B30 Other Expenses	5,450.00
A002-B25 Salaries	7,185.98
A002-B27 Equipment	260.00
A002-B28 PERS	2,769.14

Total this appropriation \$15,765.12

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY RECYCLING AND LITTER H50 FUND

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of January 28, 2004.

H050 Recycling and Litter Fund

H050-H02 Salaries	\$11,000.00
H050-H03 Supplies	1,000.00
H050-H07 Travel	5,000.00
H050-H10 PERS	1,600.00
H150-H12 Medicare	500.00
H050-H15 Insurance	3,540.00

Total this appropriation \$22,640.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY JUVENILE COURT M67 ALTERNATIVE SCHOOL FUND

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of January 28, 2004.

M067 Juvenile Court Alternative School Fund

M067-M01 Salaries	\$2,113.82
M067-M02 PERS	286.42

Total this appropriation \$2,400.24

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE OAKVIEW JUVENILE REHABILITATION DISTRICT S28 AFTERCARE AND; S30 OJRD FUNDS

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of January 28, 2004.

S028 OJRD After Care Fund

S028-S51 Salaries	\$4,925.00
S028-S52 PERS	750.00
S028-S53 Hospitalization	1,200.00

Total this appropriation \$6,875.00

S030 OJRD Fund

S030-S54	\$609.69
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY COMMON PLEAS COURT S74 MEDIATION GRANT FUND

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of January 28, 2004.

S074 MEDIATION GRANT FUND

S074-S01 Salaries	\$6,500.00
S074-S02 PERS	2,000.00
S074-S05 Insurances	1,500.00

Total this appropriation \$10,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY COMMON PLEAS COURT ADULT PROBATION S77 FUND

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of January 28, 2004.

S077 Common Pleas Court Adult Probation Fund

S077-S01 Salaries	\$10,816.00
S077-S02 Medicare	156.75
S077-S03 Auto Expenses	314.50
S077-S05 Supplies	324.75
S077-S07 Communications	471.00
S277-S02 Hospitalization	2,418.75
S177-S02 PERS	1,465.50
S377-S02 Workers Compensation	432.75
S077-S04 Rentals	360.00

Total this appropriation \$16,760.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY SHERIFF OFFICE U10 RESERVE FUND**

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of January 28, 2004.

U010 Sheriff Office Reserve Fund

U010-u06 Other Expenses \$573.00

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

**IN THE MATTER OF REPAYMENT OF
CASH ADVANCE OF FUNDS FROM THE COUNTY HOME
FUND H30 TO THE GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the following transfer between funds to **REPAY CASH ADVANCE OF FUNDS** from the County Home Fund H30 to the General fund.

FROM	TO	AMOUNT
COUNTY HOME FUND H030-H15 Advances Out	GENERAL FUND A047-A01 Advances In	\$35,000.00

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Olexo Yes

**IN THE MATTER OF REQUESTING
CERTIFICATION OF MONIES BY THE BUDGET COMMISSION**

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

Requesting certification of monies for the:

General Fund in the total amount of \$56,906.83as follows:

1. Sheriff Office: total amount of \$ 6,141.71

- Paid in January 12, 2004 through January 26, 2004 / A013-G04 Background checks/ \$1,015.00
- Paid in January 5, 2004 and January 14, 2004/ Sheriff towing and storage/ \$148.00
- Paid in January 20, 2004 / A042-A00 closing of Federal Forfeiture account/ \$4,978.71

2. Common Pleas Court / Magistrate IV-D Service Contract

- Paid in January 23, 2004 / A145-A01 in the amount of \$15,765.12

3. Repayment of cash advance from Park Health Center in the amount of \$35,000.00

Belmont County Recycling and Litter Prevention Fund/Requesting certification of monies in the amount of \$ 22,640.00 Paid in January 9, 2004 / state grant monies

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Olexo Yes

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

Motion made by Mr. Probst, seconded by Mr. Olexo to execute payment of Then and Now Certification dated January 14 and January 21, 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. Probst Yes
Mr. Olexo Yes

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

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 Sheriff Office entitled:

SHERIFF CONCEALED HANDGUN LICENSE EXPENSE FUND

The following line items are needed:

Receipts

Expenditures

Upon roll call the vote was as follows:

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

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

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 Commissioners Office entitled:

ANNEXATION PETITION FUND

The following line items are needed:

Receipts

Expenditures
Refunds, Processing

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE
FEDERAL ANNUAL CERTIFICATION REPORT/SHERIFF'S OFFICE**

Motion made by Mr. Probst, seconded by Mr. Olexo authorizing Commission President Ryan E. Olexo to sign and submit the Federal Annual Certification Report on behalf of the Belmont County Sheriff's Office for Agency Fiscal Year ending 12/31/03.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Olexo Yes

DEPARTMENT OF JOB AND FAMILY SERVICES
WORKFORCE INVESTMENT ACT UPDATE

Dwayne Pielech, Director, Belmont County Department of Job and Family Services, provided a background of the Connections building and the current offices located in the building. Mr. Pielech explained the Workforce Investment Act and the reasons for its implementation. He then introduced the staff members present: Mike Schlanz, Mike Kinter, Jack Cera, and Mike McGlumphy. Mr. Pielech stated that his department has been working with the three other counties in the newly established WIA area, which includes: Carroll, Harrison, Jefferson, and Belmont Counties. The four counties will establish a council of governments with each county having nine representatives, one being a Commissioner. This council will be the governing body for WIA as well as the liaison with the Workforce Policy Board. The newly defined area, required by Ohio Policy will come into effect on July 1, 2004. Mr. Mike Schlanz reviewed the measurement process for the success ratio for the WIA program. He stated there are 17 performance evaluations that are measured then compared with other counties as well as the State of Ohio. Commissioner Olexo asked if the figures included those dislocated workers who may be placed into jobs outside of the State of Ohio, since Wheeling W.V is in such close proximity to Belmont County. Mr. Schlanz stated that the State of Ohio has agreements with most of the other states for sharing their information, which most likely will be done through the new computer system incorporated by the ODJFS called the Scotty System. Mr. Schlanz presented an overview of the vast services provided by the staff at Connections. Dwayne Pielech informed the Commissioners of a business workshop to be held February 13, 2004, regarding how businesses can best utilize the services at Connections. Both Commissioner Probst and Commissioner Olexo thanked the staff for their presentations.

Dwayne Pielech provided an update on the Disaster Relief program that was started for personal loss due to the heavy rains in mid January. The department has received nine applications: six were from families with children and three from elderly individuals. The total amount of the nine claims received to date is \$10,000.00. Applications will be accepted through February 13, 2004.

IN THE MATTER OF ENTERING INTO
INTERGOVERNMENTAL AGREEMENT WITH BELMONT, CARROLL, HARRISON
AND JEFFERSON COUNTIES/BCDJFS/WIA

Motion made by Mr. Olexo, seconded by Mr. Probst to enter into an Intergovernmental Agreement with the counties of Carroll, Harrison and Jefferson for the implementation of a local workforce investment system pursuant to the Workforce Investment Act. This Agreement is effective upon the final signature date and terminates June 30, 2006.

The purpose of having an intergovernmental agreement is to identify how the decisions that are delegated to the Chief Elected Officials by the Workforce Investment Act of 1998 will reflect the agreement of all the Local Elected Officials in all of the jurisdictions of the local area.

INTERGOVERNMENTAL AGREEMENT
BELMONT, CARROLL, HARRISON AND JEFFERSON COUNTIES

1. Purpose and Function:

The implementation of a local workforce investment system pursuant to the Workforce Investment Act, requires that the Chief Elected Officials have an active role in both strategic planning and ongoing operation of the local system. The purpose of having an intergovernmental agreement is to identify how the decisions that are delegated to the Chief Elected Officials by the Workforce Investment Act of 1998 will reflect the agreement of all the Local Elected Officials in all of the jurisdictions of the local area.

The Council of Government is responsible to:

1. Create, by appointment, the Workforce Investment Board
2. A Youth Council is appointed by the Local Workforce Investment Board in cooperation with the Chief Elected official(s) for the area.
3. Establish Administrative Structure.
 - a. Designate a Chief Elected Official to interact with the Local Workforce Investment Board.
 - b. Designate a Fiscal Agent for WIA Title I programs for adults, dislocated workers, and youth.
 - c. Identify a administrative entity responsible for administration, oversight, and monitoring of the WIA Title I programs for adults, dislocated workers, and youth.
4. Develop and approve the following plans and agreements.
 - Intergovernmental Agreements
 - Memorandum of Understanding (MOU)
 - 5 Year Plan

2. Local Area Defined by this Agreement:

The Local Area for this agreement will be Belmont County, Carroll County, Harrison County, and Jefferson County. These counties are forming a Workforce Investment Area to be identified as a conventional area by the Governor of the State of Ohio in accordance with the Workforce Investment Act of 1998.

C. Agreement Operating Period:

This agreement is effective January 1, 2004, or upon the final signature date and ends on June 30, 2006.

D. Designating a Chief Elected Official for the Local Area:

The Chief Elected Official(s) shall form a Council of Government which will consist of 4 voting members, one (1) designated from each County, each of whom shall be a duly elected County Commissioner. In the anticipated absence of a County Commissioner of the County, another County Commissioner of the same County or the Director of the County Department of Job and Family Services may serve as the County's alternate representative. Alternates must have a written proxy. The Council of Government may also include as ex-officio members, representatives of the Department of Job and Family Services of Belmont, Carroll, Harrison, and Jefferson Counties and the Chairperson of the Workforce Investment Board. A quorum will be four (4) voting members with 4 counties represented.

The Designated Chief Elected Official shall be the selected Council of Government Board Chairperson. The Designated Chief Elected Official must have a motion approved by the Council of Government prior to signing/approving local plans, establishing policy, authorizing WIA expenditures, establishing contracts, paying for services outside of the local area or paying costs associated with monitoring or audit findings or sanctions.

E. Establishment, Appointment, and Operation of the Local Board:

1. Workforce Policy Board:

The Council of Government agrees that the number of members of the Workforce Investment Board shall be as prescribed by the Federal Regulations. Each county may add to the local board as desired. The board must have at a minimum 51% business members. The required members are: Education (2), Labor (2), CBO (2), Economic Dev (2), Public Housing Authority (1), 1-Stop WIA (1), 1-Stop Wagner Peyser (1), 1-Stop Adult Ed (1), 1-Stop Rehab (1), 1-Stop Welfare to Work (1), 1-Stop Title V (1), 1-Stop Voc Ed (1), 1-Stop TAA/NAFTA (1), 1-Stop Vet Rep (1), 1-Stop CSBG (1), 1-Stop U.C. (1), 1-Stop HUD (1). Optional Partners include 1-Stop TANF (1), 1-Stop Food Stamps (1), 1-Stop Comm Act Commissioners (1). Members may hold more than 1 position which would reduce the size of the Board. The size of the board is 36. Nine (9) members per county.

The Board Chairperson must be one of the appointed business representatives elected by the representatives on the local board. The Board will have equal representation from each county.

Each member shall serve a two year term at the pleasure of the Commissioners of the county from which they were appointed. There is no limit on the amount of terms that may be served.

The Workforce Investment Board will meet at a minimum of 4 times a year.

Local Board may be established within each of the counties. Operational procedures are at the discretion of the Local County.

2. Youth Council.

The Council of Government shall appoint an Advisory Youth Council. This Committee (may) have the following members: Members of the Local Workforce Investment Board with special interest or expertise in youth policy; Representative of youth service agencies, including Juvenile Justice and local law enforcement agencies; Representatives of local public housing authorities; Parents of youth that are eligible for Title 1 services; Individuals, including former participants, and representatives of organizations that have experience relating to youth activities, e.g. Organized labor, community colleges, universities, etc.; Representatives of the Job Corps, where they operate in Ohio; Representative of the Ohio Civilian Conservation Corp, where they operate in Ohio; Representatives from public school districts, especially those with career/technical expertise; Representatives of schools or agencies serving youth with disabilities; Representatives from prominent community youth organizations such as 4-H, Boy Scouts, Girl Scouts, Junior Achievement, and others; Representative of local employers. The Youth Council will meet at a minimum of 4 times a year.

Local Youth Councils may be established within each of the counties. Operational procedures are at the discretion of the Local County.

3. By-Laws will be established for the Council of Government, Workforce Investment Board and the Youth Council.

F. Fiscal Issues:

Belmont County Department of Job and Family Services (BCDJFS) shall be the Fiscal Agent for the Workforce Investment Area funds and all funds that may be distributed through the Workforce Investment Act. BCDJFS shall receive all WIA funds for the Workforce Investment Area.

In order to ensure each jurisdiction receives its fair share, the Council of Government agrees that each county shall receive its own formula allocation of WIA funds, as determined by the federal and state rules. These funds will be distributed back out, by BCDJFS, the WIA fiscal agent, to each County DJFS who will be acting as local county fiscal agent for WIA funds. Each county is responsible to ensure all fiscal requirements are met. This includes, but is not limited to, limitations on use of program funds, cost allocation requirements, procurement requirements, reporting requirements, and audit requirements.

Incentive funding received will be distributed as directed by the state formula unless determined otherwise by the Chief Elected Officials.

Each local county's Fiscal Agent will request WIA funds from BCDJFS. BCDJFS will in turn request funds from the State. When requested funds are received they will be forwarded to the requesting county.

BCDJFS is responsible to the Council of Government to ensure all fiscal requirements are met. This includes, but is not limited to, limitations on use of program funds, cost allocation requirements, procurement requirements, reporting requirements, and audit requirements.

Counties funding may be reallocated to another county upon both county's agreement and approval by the Council of Government.

Audit cost for the WIA Fiscal Agent will be divided equally among the four counties.

G. Administrative Issues:

The Council of Government agrees with the recommendation of the Counties that Michael McGlumphy Consulting will provide administrative services to the Workforce Investment Area. These services consist of, but are not limited to, the following:

1. Support for the Council of Government, Workforce Investment Board, and Youth Council.
2. Assistance in development of local plan.
3. Communicating local planning information to the COG, WIB, and Youth Council.
4. Local Grant administration.
5. Development of local policy, manuals and procedures.
6. Provide or arrange for technical assistance and training for local program operators, service providers, One-Stop operators, and other as needed.
7. Assist with procurement and inventory control.
8. Assist with support of local information technology infrastructure
9. Provide oversight.
10. Provide Monitoring for Belmont, Carroll, and Harrison. (Note: As an employee by CAC, a conflict exists in Jefferson County. Jefferson County DJFS will obtain outside monitoring services).
11. Other services as directed.

Michael McGlumphy Consulting will contract with the WIA Fiscal Agent (BCDJFS) to provide these services.

H. Liability:

Under WIA, Chief Elected Officials are liable for misspent funds, disallowed costs, funds spent fraudulently, and potential sanctions for non-performance. The Chief Elected officials hereby agree that should there ever be a liability in repayment of funds that the liability goes first to the Program Operator. If the Program Operator cannot assume the liability it passes to the County Commissioners from the county that had the disallowed cost.

I. Performance Accountability:

The County Program Operator, in conjunction with the Workforce Investment Board and Council of Government, will be responsible for negotiating local performance measures. Performance will be tracked utilizing the State's participant tracking system SCOTI (Sharing Career Opportunities and Training Initiatives). Performance will be measured on an area wide basis.

J. One Stop Service Delivery:

The Workforce Investment Board, with the agreement of the Chief Elected Officials will designate and certify One-Stop Operators in each local area.

K. Dispute Resolution Process:

Any dispute between counties concerning funding, operations, contracting and any WIA issue will be decided by all the Chief Elected Officials from the partnering counties by a majority vote on the issue. All commissioners agree that such findings are final, unless superseded by Federal, State and County laws, rules and regulations. By a 2/3 vote the Commissioners may send the dispute to the Ohio Commission on Dispute Resolution.

L. Miscellaneous Provisions:

1. This agreement shall remain in effect until replaced by action of all member Counties and the WIB or upon repeal or non-renewal of the Act.
2. Any County signatory to this agreement may withdraw therefrom upon the following conditions:
 1. Written notice of such withdrawal shall be given to all remaining Counties and the WIB not less than one hundred and eighty (180) days prior to the end date of this agreement.
 2. Such withdrawal shall not release the withdrawing County from any obligation extending beyond the effective date of withdrawal, or from liability for any act or omission of the county which occurred during the period when such withdrawing party was a member.
3. Upon termination of the Agreement all debts, expenses and charges legally incurred under this agreement shall be paid and discharged and the Council of Government shall sell such property as may be necessary and shall distribute to the Federal and or State Government such property and funds as are lawfully required; the balance of such property and funds on hand shall be

distributed or returned in proportion to contributions made by the member Counties, except to the extent otherwise agreed to by the member Counties.

4. The Council of Government may, on their own motion, or upon such requirement by Federal or State law or regulation, amend this agreement to enable other eligible Counties to become members hereunder. The agreement may be amended at any time, for the above or any other legitimate purpose, by the written agreement of all member.

Signature Page:

Belmont County Board of Commissioners:

<u>Charles R. Probst, Jr. /s/</u>	<u>1/28/04</u>	
Charles R. Probst Jr.		Date
<u>Ryan E. Olexo /s/</u>	<u>1/28/04</u>	
Ryan E. Olexo		Date
_____	_____	Date
Mark A. Thomas		Date

Signature Page:

Carroll County Board of Commissioners

_____	_____	Date
Terry L. Wagner		Date
_____	_____	Date
James R. Griffeth		Date
_____	_____	Date
Robert D. Herron		Date

Signature Page:

Harrison County Board of Commissioners

_____	_____	Date
Phillip Madzia		Date
_____	_____	Date
Robert Hugh		Date
_____	_____	Date
Dennis Watson		Date

Signature Page:

Jefferson County Board of Commissioners

_____	_____	Date
Richard DeLatore, Chairman		Date
_____	_____	Date
Dr. Thomas Graham		Date
_____	_____	Date
Adam E. Scurti		Date

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE REDEMPTION OF WATERWORKS EXTENSION REVENUE BONDS, SANITARY SEWER DISTRICT NO. 3 DATED AS OF AUGUST 1, 1968 OF THE COUNTY OF BELMONT, OHIO, AND MATTERS RELATED TO SUCH BONDS.

Motion made by Mr. Olexo, seconded by Mr. Probst to adopt the Resolution authorizing the redemption of Waterworks Extension Revenue Bonds, Sanitary Sewer District No. 3 dated as of August 1, 1968 of the County of Belmont, Ohio and matters related to such bonds.

RESOLUTION AUTHORIZING THE REDEMPTION OF WATERWORKS EXTENSION REVENUE BONDS, SANITARY SEWER DISTRICT NO. 3 DATED AS OF AUGUST 1, 1968 OF THE COUNTY OF BELMONT, OHIO, AND MATTERS RELATED TO SUCH BONDS.

WHEREAS, this Board of County Commissioners (sometimes referred to herein as the "Board") of the County of Belmont, Ohio (the "County") has previously authorized and issued Waterworks Extension Revenue Bonds, Sanitary Sewer District No. 3 dated as of August 1, 1968 (the "1968 Bonds") for the purpose of financing a portion of the costs of certain water system improvements in Sanitary Sewer District No. 3 in the County; and

WHEREAS, the 1968 Bonds are secured by a Trust Agreement dated as of August 1, 1968 (the "Trust Agreement") between the County and Belmont County National Bank, St. Clairsville, Ohio (together with its successors and assigns, the "Trustee")

WHEREAS, this Board of County Commissioners desires to call the 1968 Bonds for redemption in accordance with their terms and the provisions of the Trust Agreement which will result in interest cost savings which will accrue to the benefit of this County, its citizens and taxpayers;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio:

SECTION 1. That all the presently outstanding 1968 Bonds shall be and hereby are ordered called for optional redemption according to their terms and the provisions of the Trust Agreement at a redemption price of par plus accrued interest on April 1, 2004 or the first optional redemption date occurring thereafter. At least two members of this Board of County Commissioners, the County Auditor or the County Treasurer, or any of them, are hereby separately authorized to make arrangements with the Trustee for such redemption of the 1968 Bonds and to execute and deliver all documents necessary to accomplish such redemption in such forms as the officer or officers executing the same may approve, the execution thereof by such officer or officers to be conclusive evidence of such authorization and approval.

SECTION 2. That the redemption price of the 1968 Bonds shall be paid from the moneys on deposit in the funds and accounts held by the Trustee pursuant to the Trust Agreement as the County may direct. Upon the payment of all the 1968 Bonds, all moneys remaining in such funds and accounts shall be paid to the County in accordance with the Trust Agreement.

SECTION 3. That the Clerk of this Board is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 4. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 5. That this resolution shall take effect immediately upon its adoption.

Commissioner Probst seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Ayes: Commissioner Olexo, Commissioner Probst

Nays:

ADOPTED: this 28th day of January, 2004.

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

UNDER DISCUSSION

Commissioner Olexo stated, "We are calling this bond transaction. There is \$690,000.00 there and we are paying an interest rate of 5.75% when we could be receiving an interest rate of 1.22%. That is why we are calling them." Michael Bianconi, county resident, asked what particular water system this applied to and was informed it was Sanitary Sewer District #3. Mark Esposito, Director, Belmont County Sanitary Sewer District, informed the meeting that a general way of defining the districts would be to the physical location of a particular area being north or south of Interstate 70. Joselyn King, reporter, Wheeling Intelligencer, asked if the bonds would be refinanced, to which Commissioner Olexo commented they would.

IN THE MATTER OF APPROVING REDUCTION OF WATER BILLING FOR DISTRICT #1/BCSSD

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the reduction of water billing by 1,000,000 gallons for District #1 due to a leak that developed in the Lansing water tank accounting for approximately 2,000,000 gallons of water loss. This action is based on the recommendation of Mark Esposito, Director of the Belmont County Sanitary Sewer District.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Olexo Yes

UNDER DISCUSSION

Commissioner Probst stated, "The tank developed a leak and it was fixed. This pertains to November 2003." Mark Esposito, Director, BCSSD stated, "We lost two million gallons, our department will redeem 1/2 of that. Instead of cash, it will be a reduction in usage."

IN THE MATTER OF AMENDING PAY SCALE ADJUSTMENT BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Probst, seconded by Mr. Olexo to amend the pay scale adjustment for the Belmont County Sanitary Sewer District for the year 2004 based upon the recommendation of Mark Esposito, Director. Three employees received a fifty-cent adjustment in 2003 after passing their EPA certification. This adjustment was not accounted for when the pay scale was approved. The corrected hourly rates are as follows:

Jim Baugh \$19.67
Mike Stewart \$12.48
Ron Pacifico \$15.49

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PETITION FOR ANNEXATION TO THE CITY OF MARTINS FERRY

Motion made by Mr. Probst, seconded by Mr. Olexo to accept the petition for annexation as signed by the petitioners and presented by Frank Soltis, Appointed Agent for Petitioners, for Annexation to the City of Martins Ferry, Ohio, a 4.184 acre parcel adjacent to the southwestern corporation line of the City pursuant to Ohio Revised Code 709.03, and hereby authorize the Clerk of the Board to establish the required date and time for hearing of this matter. (Nathan Myser, Attorney)

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Olexo Yes

IN THE MATTER OF IV-D SERVICE CONTRACT WITH ATTORNEY GRACE HOFFMAN / BCDJFS

Motion made by Mr. Olexo seconded by Mr. Probst to approve and sign the IV-D Service Contract with Attorney Grace Hoffman on behalf of the Belmont County Department of Job and Family Services, Child Support Enforcement Agency, for child support legal services. This contract is for a maximum allowable amount of \$30,000.00. Federal Matching funds are \$19,800.00, which is 66% of the total contract amount. Local match is 34%, in the amount of \$10,200.00. Effective date of the contract will be February 1, 2004 through January 1, 2005.

IV-D SERVICE CONTRACT

This contract made and entered into on the 13TH day of January, 2004 by and between the Belmont County Child Support Enforcement Agency (hereinafter referred to as "CSEA") and Attorney Grace Hoffman, 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.

- 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.
- 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.
- Contract Period:** This agreement will be effective from **February 1, 2004** through **January 31, 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.
- Availability of Funds:** The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

	AMOUNT	SOURCE
Local Matching Funds (34%)	\$10,200.00	County
Federal Matching Funds (66%)	\$19,800.00	FFP
Total	\$30,000.00	

(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 **\$ 70.00** per hour 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 CSEA</u>	
Authorized CSEA Representative's Signature	Date
<u>Dwayne Pielech /s/</u>	<u>1/16/04</u>
Authorized Provider Representative's Signature	Date
<u>Grace Hoffman /s/</u>	<u>1/21/04</u>
Authorized Provider Representative's Title	
<u>CSEA Attorney</u>	
Provider's Street address	
<u>P.O. Box 310</u>	
Provider's City, State, zip	
<u>Barnesville, OH 43713</u>	
County Commissioner's Signature	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>1/28/04</u>
<u>Ryan E. Olexo /s/</u>	<u>1/28/04</u>

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE BELMONT COUNTY PROSECUTOR'S FURTHERANCE OF JUSTICE REPORT FOR 2003

Motion made by Mr. Probst, seconded by Mr. Olexo to accept the Belmont County Prosecuting Attorney's Furtherance of Justice annual report for the year 2003 in accordance with O.R.C. Section 325.12.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADOPTING WORKFORCE POLICIES
AND AMENDING BELMONT COUNTY PERSONNEL POLICY**

Motion made by Mr. Probst, seconded by Mr. Olexo to adopt the following workforce policies and amend the Belmont County Personnel Policy to reflect these policies effective February 1, 2004.

- *Sexual Harassment policy*
- *Drug Free Workplace policy*

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF LIQUOR PERMIT FOR HPR OPERATIONS LLC,
DBA HITCHING POST, MEAD TWP., SHADYSIDE, OH**

LIQUOR PERMIT

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the submittal of the request for a transfer of a D5 liquor license from Helen P. Palmer, DBA Hitching Post 57060 Wegee Rd, Shadyside, Mead Township to HPR Operations, LLC DBA Hitching Post, 57060 Wegee Road, Mead Township, Shadyside, OH 43947 to, with no hearing requested. There have been no objections received and the Board of County Commissioners has no objections to the permit.

D5 Liquor license is for spirituous liquor for on premises consumption only, beer and wine for on premises, or off premises in original sealed containers, until 2:30 am

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF INCREASE IN SALARY
BELMONT COUNTY 911 DEPARTMENT**

Motion made by Mr. Probst, seconded by Mr. Olexo to approve an increase in salary for two non-bargaining unit employees of the Belmont County 911 Department. This salary increase will be effective with the pay period ending January 10, 2004. The following employees will be granted the increase:

Name	Current Rate	New Rate
Robyn Marshall, Administrative Assistant	\$11.46	\$13.32
Doyle Crooks, Supervisor	\$11.46	\$13.32

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL
FROM HUSEK FLOOR COVERING FOR PROBATE COURT**

Motion made by Mr. Probst, seconded by Mr. Olexo to accept the proposal submitted Husek Floor Covering, Martins Ferry, Ohio in the amount of \$4,766.00, for the removal of old carpet and the installation of new carpet for the Belmont County Probate Court based upon the recommendation of Bill Eddy, Building and Grounds Superintendent.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ADOPTING RESOLUTION
RE: APPLICATION FOR FINANCIAL ASSISTANCE TO ODNR
FOR NATUREWORKS GRANT FOR FOX SHANNON PARK IMPROVEMENTS**

Motion made by Mr. Probst, seconded by Mr. Olexo to adopt the Resolution authorizing Board President Ryan E. Olexo, to sign and submit an application for financial assistance to the Ohio Department of Natural Resources for NatureWorks grant funds in the amount of \$65,000.00 (20% local match is required)

If awarded this grant, funds will be used to continue making improvements to the Fox Shannon Park

Resolution

WHEREAS, the State of Ohio through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the federal Land and Water Conservation Fund Program and/or the State of Ohio NatureWorks Program, and

WHEREAS, the Belmont County Commissioners desire financial assistance under NatureWorks Program.

NOW, THEREFORE, be it resolved by the Board of Belmont County Commissioners:

1. That the Board of Belmont County Commissioners approves filing an application for financial assistance.
2. That **Ryan E. Olexo** is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.
3. That the Board of Belmont County Commissioners does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the NatureWorks Program.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF IV-D SERVICE CONTRACT WITH
BELMONT COUNTY CLERK OF COURTS / BCDJFS**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve and sign the IV-D Service Contract with the Belmont County Clerk of Courts on behalf of the Belmont County Department of Job and Family Services, Child Support Enforcement Agency, for services provided for the period of February 1, 2004 through January 31, 2005. Per Unit rate established is \$64.42. This contract is for a maximum allowable amount of \$59,588.50. Federal Matching funds are \$39,328.41, which is 66% of the total contract amount. Local match is 34%, in the amount of \$20,260.09.

IV-D SERVICE CONTRACT

This contract made and entered into on the 16TH day of January, 2004 by and between the Belmont County Child Support Enforcement Agency (hereinafter referred to as "CSEA") and Belmont County Clerk of Courts, 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 **February 1, 2004** through **January 31, 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:

	AMOUNT	SOURCE
Local Matching Funds (34%)	\$20,260.09	County
Federal Matching Funds (66%)	\$39,328.41	FFP
Total	\$59,588.50	

(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 \$ 64.42 per **eligible IV-D domestic relations 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

Belmont County

Authorized CSEA Representative's Signature Date

Dwayne Pielech per Tom King /s/ 1/26/04

Authorized Provider Representative's Signature Date

Randy L. Marple /s/ 1/21/04

Authorized Provider Representative's Title

Belmont County Clerk of Courts

Provider's Street address

Courthouse, 101 W. Main St.

Provider's City, State, zip

St. Clairsville, OH 43950

County Commissioner's Signature Date

Charles R. Probst, Jr. /s/ 1/28/04

Ryan E. Olexo /s/ 1/28/04

Upon roll call the vote was as follows:

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

**IN THE MATTER OF PUBLIC RD PETITION
FOR VACATION OF PORTIONS OF A 30' AND 12' ALLEY
IN DINSMORE'S ADDITION TO LAFFERTY, UNION TWP./RD IMP 1081**

Motion made by Mr. Olexo, seconded by Mr. Probst to accept the following Public Road Petition.

PUBLIC ROAD PETITION

Rev. Code Sec. 5553.04

Belmont County, Ohio

January 26, 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 vacation of portions of a 30 ft. and 12 ft. alley in Dinsmore's Addition to Lafferty located in Union Township Section 6, T-8, R-5, Belmont Co., Ohio and recorded in Cabinet B, Slide 115, in the Belmont County Recorder's Office, 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 12 ft alley located between lots 13-16 in Dinsmore's Third Allotment recorded in Cabinet D Slide 175 and lots 78 to the south half of lot 81 in Dinsmore's Addition to Lafferty recorded in Cabinet B Slide 115 Belmont Co Recorder's Office.

The area of vacation also includes that portion of a 30 ft alley located between lots 76 and 78 and encompasses that portion of the above-mentioned 12 ft alley adjacent to the 30 ft alley.

NAME

ADDRESS OF PETITIONER

James L. Wise /s/	PO Box 70221 Florence St., Lafferty, OH 43951
Deborah L. Wise /s/	PO Box 70221 Florence St., Lafferty, OH 43951
Dave Pritts /s/	Box 245 70257 Forence St., Lafferty, OH 43951
Dennis Eberle /s/	P.O. Box 22, Lafferty, OH 43951
Minnie Kolanski /s/	70270 Florence St., Lafferty, OH 43951
Dennis Dalpiaz /s/	43053 Station Rd., Lafferty, OH 43951
Sharon Whetzel /s/	P.O. Box 202, Lafferty, OH 43951
David Vigoffi /s/	P.O. Box 241, Lafferty, OH 43951
Susan Bartnicki /s/	Box 127, Lafferty, OH 43951
James Burghy /s/	39720 National Rd., Bethesda, OH 43719
Clarence Kemp /s/	Box 8, 300 W. Cross St., Morristown, OH 43759
Chad Burghy /s/	Box 32, Morristown, OH 43759
Henry Stewart /s/	67605 Morristown Flushing Rd., Belmont, OH 43718
Virgil J. Beal, Jr. /s/	70180 Beal Rd., Box 147, Lafferty, OH 43951
Rose M. Beal /s/	70180 Beal Rd., Lafferty, OH 43951

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF THE VACATION
OF A PORTIONS OF A 30' AND 12' ALLEY
IN DINSMORE'S ADDITION TO LAFFERTY,
UNION TWP./RD IMP 1081**

**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. Olexo 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 portions of a 30 ft. and 12 ft alley in Dinsmore's Addition to Lafferty located in Union Township, Section 6, T-8, R-5, Belmont Co., Ohio and recorded in Cabinet B Slide 115 in the Belmont Co Recorders Office, a Public Road as described therein; therefore be it

RESOLVED, That the 3rd day of March, 2004 at 11:45 o'clock A.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 17th day of March, 2004, at 9:30 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. Olexo, Yes
Mr. Probst, Yes

Adopted January 28, 2004

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

ROAD IMP. # 1081

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the Matter of the vacation of portions of a 30 ft. and 12 ft. alley in Dinsmore's Addition to Lafferty located in Union Township, Section 6, T-8, R-5 Belmont County Ohio and recorded in Cabinet B, Slide 115 in the Belmont Co. Recorders Office. a public road, the general route and termini of which Road are as follows:

Being that portion of a 12 ft alley located between lots 13-16 in Dinsmore's Third Allotment recorded in Cabinet D Slide 175 and lots 78 to the south half of lot 81 in Dinsmore's Addition to Lafferty recorded in Cabinet B Slide 115 Belmont Co Recorder's Office.

The area of vacation also includes that portion of a 30 ft alley located between lots 76 and 78 and encompasses that portion of the above-mentioned 12 ft alley adjacent to the 30 ft alley.

Said Board of County Commissioners has fixed the 3rd day of March 2004, at 11:45 o'clock A.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 17th day of March 2004, at 9:30 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 FRIDAYS-FEBRUARY 13 AND FEBRUARY 20, 2004

**IN THE MATTER OF PUBLIC ROAD PETITION
FOR THE VACATION OF A PORTION OF TOWNSHIP RD 110/WASHINGTON TWP/RD IMP 1082**

Motion made by Mr. Olexo, seconded by Mr. Probst to accept the following Public Road Petition.

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

Belmont County, Ohio

January 23, 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 vacation of a portion of Township Road 110 located in Washington Township Section 34 T-5 R-4 in 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:

Beginning at a point in State Route 148 in Washington Township Section 34 and running in a northeasterly direction to the division line between Sections 34 and 35 in Washington Township. The proposed area of vacation is encompassed within and limited to the boundary of property belonging to Wanda L and Roger D Bunting and described as Parcel one in Deed Volume 650 Page 59 recorded in the Belmont Co Recorder's Office.

<u>NAME</u>	<u>ADDRESS</u>
Roger Bunting /s/	44030 John Jarrett Rd., Beallsville, OH 43716
Wanda L. Bunting /s/	44030 John Jarrett Rd., Beallsville, OH 43716
Darrin Straight /s/	57941 Jarrett Rd., Belmont, OH 43718
Anita Straight /s/	57941 Jarrett Rd., Belmont, OH 43718
Teresa Gallagher /s/	44039 John Jarrett Rd., Beallsville, OH 43716
Kevin A. Gallagher /s/	44039 John Jarrett Rd., Beallsville, OH 43716
Roger Perkins /s/	43855 John Jarrett Rd., Beallsville, OH 43716
Cathy Perkins /s/	43855 John Jarrett Rd., Beallsville, OH 43716
Harold E. Knight /s/	100 Cherry St., Powhatan Point, OH 43942
Lorna M. Knight /s/	100 Cherry St., Powhatan Point, OH 43942
Joe L. Bell /s/	44739 West Captina Hwy., Beallsville, OH 43716
Paul L. Kanzigg /s/	56355 Belmont Ridge Rd., Beallsville, OH 43716
Silvia M. Kanzigg /s/	56355 Belmont Ridge Rd., Beallsville, OH 43716
Roger D. Hickman /s/	53659 New Castle Beall. Rd., Beallsville, OH 43716
Rick Hagan /s/	Box 55205 New Castle Rd., Jerusalem, OH 43747
William E. Davis /s/	54190 New Castle Beallsville Rd., Beallsville, OH 43716
John R. Forrelli /s/	69717 Crestview Ln., St. Clairsville, OH 43950

Upon roll call the vote was as follows:

Mr. Olexo Yes
Mr. Probst Yes

**IN THE MATTER OF THE VACATION
OF A PORTION OF TOWNSHIP ROAD 110/
WASHINGTON TWP. /RD IMP 1082**

**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. Olexo 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 portion of Township Road 110 located in Washington Township Section 34 T-5 R-4 in Belmont County Ohio, a Public Road as described therein; therefore be it

RESOLVED, That the 10th day of March, 2004 at 11:45 o'clock A.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 17th day of March 2004, at 9:45 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. <u>Olexo</u> ,	<u>Yes</u>
Mr. <u>Probst</u> ,	<u>Yes</u>

Adopted January 28, 2004

Darlene Pempek /s/
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. # 1082

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the Matter of the vacation of **a portion of Township Road 110 located in Washington Township Section 34, T-5, R-4**, a public road, the general route and termini of which Road are as follows:

Beginning at a point in State Route 148 in Washington Township Section 34 and running in a northeasterly direction to the division line between Sections 34 and 35 in Washington Township. The proposed area of vacation is encompassed within and limited to the boundary of property belonging to Wanda L and Roger D Bunting and described as Parcel one in Deed Volume 650 Page 59 recorded in the Belmont Co Recorder's Office.

Said Board of County Commissioners has fixed the 10th day of March 2004, at 11:45 o'clock A.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 17th day of March 2004, at 9:45 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 FRIDAYS-FEBRUARY 13 AND FEBRUARY 20, 2004

**IN THE MATTER OF APPOINTMENT TO THE
BELMONT COUNTY LOCAL EMERGENCY PLANNING COMMISSION**

Motion made by Mr. Probst, seconded by Mr. Olexo to appointment Lt. Roger L. Norris, St. Clairsville, Ohio to serve on the Belmont County Local Emergency Planning Commission as a representative of Law Enforcement. This appointment is based upon the recommendation of Belmont County EMA/ LEPC Coordinator, Mr. Richard Quinlin, and the Local Emergency Planning Commission. This appointment will be effective January 28, 2004 through August 14, 2005.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CERTIFYING REQUEST FOR
STATE EMERGENCY RESPONSE COMMISSION (SERC) GRANT
ON BEHALF OF THE LOCAL EMERGENCY PLANNING COMMISSION (LEPC)**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve and sign the certification for the submittal of the Local Emergency Planning Committee's grant request to the State of Ohio Emergency Response Commission.

The L.E.P.C. grant is for the purpose of developing, preparing, reviewing, exercising or revising Belmont County's chemical emergency response and preparedness plans.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF ENTERING INTO CONTRACT
WITH WASHINGTON COUNTY FOR HOUSING OF BELMONT COUNTY PRISONERS/SHERIFF'S**

Motion made by Mr. Olexo, seconded by Mr. Probst to enter into a contract with Washington County for housing of Belmont County prisoners on behalf of the Belmont County Sheriff's Office.

**CONTRACT FOR HOUSING PRISONERS
IN THE
WASHINGTON COUNTY JAIL**

WHEREAS, this contract is made this 28th day of January 2004, by and between the Board of County Commissioners of Washington County, Ohio hereinafter referred to as "County", the Sheriff of Washington County, hereinafter referred to as "Sheriff" and the County of Belmont hereafter referred to as "Belmont".

WHEREAS, Belmont wants to confine in the Washington County Jail such prisoners as have been charged with misdemeanors and felonies who are awaiting trial or serving a sentence after conviction.

WHEREAS, This agreement is intended to set forth the rights, duties, responsibilities and obligations of the County and the Belmont County for the term hereinafter set forth.

WITNESSETH:

In consideration of the mutual covenants herein made, each of the parties agree as follows:

1. The County shall receive, keep, board, and safely maintain in the Washington County Jail on behalf of the County of Belmont all persons who could otherwise be lawfully incarcerated in Belmont County. (Except as provided in paragraphs 4,5 and 9 below.)
2. The Belmont shall pay to Washington County the sum of fifty-five dollars (\$55.00) per day for each person incarcerated in the Washington County Jail under paragraph 1. For purposes of determining the compensation to be paid, each part of any calendar day a person is incarcerated up to twelve (12) hours shall be paid for at the rate of one-half of one day's fee; each part of a calendar day over twelve (12) hours shall be paid at the rate for a full day.
3. Belmont prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all prisoners therein.
4. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious or venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Washington County Jail, or having received any prisoners so affected without knowledge thereof, upon discovery of such condition in any prisoner thereafter. The Count may refuse to keep such prisoner thereafter following notice to Belmont and following receipt of such notice Belmont agrees to receive back such affected prisoner.
5. Sheriff may refuse to receive any prisoner based upon current jail population, security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.
6. Belmont agrees to pay for any and all medical surgical, dental, or ophthalmology expenses incurred on behalf of a Belmont prisoner including doctor's fees, hospital charges, and prescription costs.
7. Belmont shall transport and provide security anytime a Belmont prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
8. Belmont shall bear the expense or the burial of a Belmont prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.
9. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
10. The Washington County Sheriff's Office shall provide an itemized statement of the amount due each month for housing Belmont prisoners. Payment shall be made by Belmont County to the Washington County Sheriff, 309 Fourth Street, Marietta, Ohio 45750 within thirty (30) days of the date of the statement. The Washington County Sheriff may refuse to accept Belmont prisoners if timely payment is not made.
11. Belmont agrees that during the period of time this contract covers, it will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be in force at the Washington County Jail, as prescribed by the Sheriff, Board of Washington County Commissioners, Common Pleas and Probate-Juvenile Judges, and the Department of Rehabilitation and Corrections.
12. Anytime Belmont County arrests an individual for domestic violence, violation of a temporary protection order or a civil protection order or menacing by stalking, and the victim does not have a phone number, our agency will be responsible for attempting to make notification to the victim of the offender's pending release upon being so notified by the staff of the Washington County Jail. Our agency will be responsible for advising the staff of the Washington County Jail once said notification has been made to the victim along with the name of the officer making such notification. Our agency acknowledges that failure to comply with this agreement will result in the refusal of the jail staff to accept a prisoner arrested for any of the above stated offenses.
13. This agreement may be terminated by either party during its term, by giving the other party ninety (90) days written notice.
14. This agreement shall be effective as of February 1, 2004, and terminate March 31, 2005.
15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This Agreement entered into on behalf of Belmont County pursuant to Resolution Number _____ passed January 28, 2004 (Please insert resolution # and date)

Any alteration of contract shall result in the contract being null and void

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers, none hereto caused their names be transcribed on the day first written above.

BELMONT COUNTY COMMISSIONERS

Charles R. Probst, Jr. /s/
Ryan E. Olexo /s/

Thomas McCort /s/
Sheriff

WASHINGTON COUNTY COMMISSIONERS

Sandra I. Matthews, President

John Grimes

Samuel R. Cook

Robert Schlicher, Jr., Sheriff

Upon roll call the vote was as follows:

WITNESS

Darlene Pempek /s/

Approved as to Form
Robert Quirk /s/
Prosecuting Attorney

WITNESS

Teresa L. Smith, Clerk

Approved as to Form

Michael G. Spahr, Prosecuting Attorney

Mr. Olexo Yes
Mr. Probst Yes

UNDER DISCUSSION

Commissioner Probst stated, "After we signed the contract with Carroll County last week, we were informed they will only hold two beds for us." Commissioner Olexo stated, "When the cold weather sets in, there is an increase in occupancy. A jail offers a warm place to sleep and something to eat. Maybe it is a coincidence, but every year at this time it occurs, not just here in Belmont County, but everywhere."

Commissioner Probst continued "This is an ongoing problem, not just housing of the prisoners, but the transportation costs, vehicle costs, employees to transport. We have a few options; one is the expansion of the jail. We are going to meet with Sheriff McCort next week, but in the interim we have to use other options. The 1.2 million dollars from the State is ours if we take it. We have until the end of the year to come up with a plan. We need to work with the Sheriff and see how many jailers he will need."

Commissioner Olexo stated, "We were informed that consistently there have been two beds available in Carroll County for eight days now. This Board submitted an application for grant monies to the State and was awarded 1.2 million dollars. We are doing the financially responsible thing. We continue to question the employee and the transportation fees associated with housing of prisoners outside of the county. The 1.2 million dollars would cover all the building cost, but we would have to come up with money somehow. It is an expenditure of taxpayers' money. We have to take a hard look at it, while moving forward with the expansion."

Commissioner Probst stated, "Seventy-two beds is not enough. Thank goodness the Commissioners before us had the foresight to see that more beds would be needed in the future. They knew then that 72 wasn't enough and that they needed more beds, but the county couldn't afford to do it. The county will have to come up with an additional six to eight hundred thousand dollars for the expansion. We are currently spending between two and three hundred thousand in housing of prisoners. It would pay for itself in the long run." Commissioner Olexo commented that after an expansion of the jail, there would be additional jailers needed which would require a continuous flow of more money.

Commissioner Probst stated, "If they go over 72 beds, they are well over capacity. If they get two new inmates in and are holding them there for transport, the sheriff has to call additional staff in. There is a ratio of how many guards per inmates are required by the State." Shirley Probst, county resident, stated it was a shame that local towns or cities had to give up their jails. Commissioner Probst stated, "We shake our heads month after month." Darlene Pempek, Clerk to the Board stated the Housing of Prisoners cost for December 2003 was \$30,000.00 A resident mentioned Pay for Stay, which the Commissioners stated was another option.

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

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the minutes of the Belmont County Commissioners regular meeting of January 21, 2004.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADJOURNING
COMMISSIONERS' MEETING AT 7:45 P.M.**

Motion made by Mr. Probst, seconded by Mr. Olexo to adjourn the meeting at 7:45 P.M.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

Read, approved and signed this 4th day of February A.D., 2004.

_____ COUNTY COMMISSIONERS

Mark A. Thomas , Absent

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