

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas and Charles R. Probst, Commissioners and Darlene Pempek, Clerk of the Board. Absent: Ryan E. Olexo, Commissioner. Minutes of the meeting of June 23, 2004, were read, approved and signed.

EVENING MEETING-BARNESVILLE SENIOR CENTER

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. Thomas, 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>
American Electric Power	Service/Bethesda Building-General	\$310.52
The CIMA Companies, Inc.	Liability protection/Public Defender-General	2,802.67
Aaron Walker	Contract services,CCap Program/Juvenile Court-General	208.00
Frank Cline	Victim payment/Juvenile Court-General	392.00
Ohio AFSCME Care Plan	Dental & Drug coverage-General	333.00
Charles R. Probst, Jr., Commissioner	Reimburse mileage-General	128.25
Quill Corp.	Misc. supplies/Juvenile Court-General	618.25
Treasurer, State of Ohio	Services rendered/Auditor-General	17,135.12
Paul B. Jefferis	Misc attorney fees-General	712.14
B-Crossroads Counseling Services	Counseling fees 5-8-04 to 6-11-04-Indigent Drivers Alcohol	535.40
Crossroads Counseling Services	Drivers alcohol treatment fund-Eastern Court	106.65
J-Whiteside Chevy Olds Buick Pontiac	2004 Chevy Blazer-Auditor's Real Estate Assessment	21,112.25
K-Elan Financial Service	Visa card-Engineer's MVGT	1,653.85
Don Pickenpugh	Reimburse expenses-Engineer's MVGT	21.65
M-TAZ Enterprises	Senior portraits for student in placement-Juvenile Court	300.60
Aaron Walker	Contract services,CCap Program-Juvenile Court	72.00
P-Uwanta Linen Supply	Rug service-Eastern Satellite	13.54
Belmont County Sanitary Sewer	Service-Oakview Admin Building	438.25
American Electric Power	Service-WW#1-Belmont County Sanitary Sewer	201.27
Belmont Senior Services	June 2004/4 th billing-In Home Care Levy	1,958.44
Belmont Senior Services	May 2004/7 th billing-In Home Care Levy	26,221.79
Belmont Senior Services	May 2004/8 th billing-In Home Care Levy	13,506.93
Amy Busic	Reimburse travel expenses-Common Pleas Court	131.62
Comcast	Interet/July 2004-Western Court Computer	155.00
West Payment Center	Handbook for Ohio Lawyers 2004-Western Court Computer	158.50
West Group	Westlaw/May 2004-Western Court Computer	334.10
Crystal Springs	Water & rental June 2004-Western Court General Spec Projects	48.91
West Office Supply	Supplies/Common Pleas Court-Corrections Act Grant	794.50
S-Lorrie Jeskey	Travel & training-District Detention Home	22.64
Beth Oprisch	Travel & training-District Detention Home	196.88
Beth Andes, MS, LPCC	Contract services-District Detention Home	1,575.00
Shoplifters Anonymous	Y.E.S. Program home study materials-Juvenile Court	989.36
Bank One Account	CDBG Funds	78,491.00
Bank One Account	CDBG Funds	9,795.00
Health Plan	July premium-Insurance	118,986.85
Health Assurance HMO	July premium-Insurance	62,688.36
Health Assurance PPO	July premium-Insurance	162,049.35

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

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the Recapitulation of Vouchers for the various funds dated for June 30, 2004 as follow:

<u>FUND</u>	<u>AMOUNT</u>
GENERAL	\$7,339.94, \$4,000.00, \$10,294.90, \$6,500.00
GENERAL/MARTINS FERRY SATELLITE	\$700.34
GENERAL/SHERIFF	\$3,160.96
DOG KENNEL	\$856.31
E 9-1-1	\$717.61
K-ENGINEER'S MVGT	\$24,692.68, \$1,179.54
N-WWS#3 WATERLINE EXT/BCSSD	\$2,800.00, \$118,372.30
P-SANITARY SEWER	\$2,444.09, \$1,759.01, \$17,217.86,
S-OAKVIEW JUVENILE REHAB DISTRICT	\$4,360.16
CLERK OF COURTS COMPUTER	\$531.99
CERTIFICATE OF TITLE ADMIN	\$607.45
WESTERN DIVISION COURT	\$150.00
T-DISLOCATED COAL MINER GRANT-RAPID RESPONSE	\$702.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

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

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

GENERAL FUND/PROSECUTOR'S OFFICE

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
A401-E10 Other Expenses	A001-E04 Supplies	\$2,500.00

GENERAL FUND/SHERIFF'S

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
A006-A02 Sheriff Salaries	A706-A14 Clothing Allowance	\$31,078.71

BCDJFS CSEA FUND H10

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
H010-H07 PERS	H010-H01 Salaries	\$19,000.00
H310-H08 Hospitalization	H010-H01 Salaries	19,000.00

ENGINEER'S MVGT FUND K00

FROM	TO	AMOUNT
K000-K12 Materials	K000-K16 Cont/Projects	\$77,257.00

VARIOUS JUVENILE COURT FUNDS**JUVENILE COURT C-CAP DONATED FUND M55**

FROM	TO	AMOUNT
M055-M11 Medicare	M055-M09 Salaries	\$ 1.43
M055-M12 PERS	M055-M09 Salaries	255.91
TOTAL		\$257.34

JUVENILE COURT/ALTERNATIVE SCHOOL FUND M67

FROM	TO	AMOUNT
M067-M12 Transfers Out	M067-M01 Salaries	\$2,113.82

BELMONT COUNTY SANITARY SEWER

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

FROM	TO	AMOUNT
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	2,265.91
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	5,189.27
P003-P20 LABOR	Y090-Y04 LABOR	0.00
P003-P21 MATERIALS	Y090-Y05 MATERIALS	4,595.60
P003-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	41.65
P003-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	396.57
P003-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	.00
P003-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	49,430.87
P003-P27 ADV & PRINTING	Y090-Y04 ADV & PRINTING	0.00
P003-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	46.55
P003-P29 PERS	Y090-Y12 PERS	2,383.58
P003-P30 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P003-P31 OTHER EXPENSES	Y090-Y14 OTHER EXPENSES	4,154.79
P003-P32 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	1,979.53
P003-P35 MEDICARE	Y090-Y18 MEDICARE	177.82
TOTAL		70,662.14
P005-P18 SUPPLIES	Y090-Y02 SUPPLIES	5,475.48
P005-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	13,091.51
P005-P21 MATERIALS	Y090-Y05 MATERIALS	19,149.45
P005-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	827.97
P005-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	25,719.61
P005-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P005-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	1,035.83
P005-P27 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P005-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	89.90
P005-P29 PERS	Y090-Y12 PERS	8,162.82
P005-P30 WORKERS' COMP	Y090-Y13 WORKERS'COMP	0.00
P005-P31 OTHER EXP.	Y090-Y14 OTHER EXP.	15,195.98
P005-P34 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	2,916.41
P005-P35 MEDICARE	Y090-Y18 MEDICARE	489.90
TOTAL		92,154.86
P051-P02 SUPPLIES	Y090-Y02 SUPPLIES	721.10
P051-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	44.23
P051-P05 MATERIALS	Y090-Y05 MATERIALS	741.77
P051-P06 CONTRACT REP.	Y090-Y06 CONTRACT REP.	1,472.49
P051-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	212.36
P051-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P051-P09 SEWAGE DIS.	Y090-Y08 SEWAGE DIS.	17,841.48
P051-P11 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P051-P12 TRAVEL & EXP	Y090-Y11 TRAVEL & EXP	19.47
P051-P13 PERS	Y090-Y12 PERS	1,109.22
P051-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P051-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	2,561.45
P051-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	0.00
P051-P35 MEDICARE	Y090-Y18 MEDICARE	164.71
TOTAL		24,888.28
P053-P02 SUPPLIES	Y090-Y02 SUPPLIES	1,179.09
P053-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	1,978.40
P053-P05 MATERIALS	Y090-Y05 MATERIALS	1,527.57
P053-P06 CONTRACT REP.	Y090-Y06 CONTRACT REPAIRS	9.64
P053-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	4,694.61
P053-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P053-P09 SEWAGE DIS.	Y090-Y09 SEWAGE DIS.	27,212.77
P053-P11 ADVER.&PRINTING	Y090-Y10 ADVER.&PRINTING	0.00
P053-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP	10.96
P053-P13 PERS	Y090-Y12 PERS	2,673.38
P053-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P053-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	3,122.30
P053-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	0.00
P053-P35 MEDICARE	Y090-Y18 MEDICARE	165.35
TOTAL		42,574.07
P055-P02 SUPPLIES	Y090-Y02 SUPPLIES	220.99
P055-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P055-P05 MATERIALS	Y090-Y05 MATERIALS	212.25
P055-P06 CONTRACT REPAIRS	Y090-Y06 CONTRACT REPAIRS	0.00
P055-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	846.13
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	241.30
P055-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P055-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	368.90
P055-P35 MEDICARE	Y090-Y18 MEDICARE	24.23

TOTAL		1,913.80
P056-P02 SUPPLIES	Y090-Y02 SUPPLIES	100.00
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	41.35
P056-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P056-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	2,660.62
P056-P16 TRANSFERS OUT	Y090-Y14 TRANSFERS OUT	0.00
P056-P35 MEDICARE	Y090-Y18 MEDICARE	9.44
TOTAL		2,811.41

BELMONT COUNTY SANITARY SEWER DISTRICT

FROM	TO	AMOUNT
WWS#3	WWS#3	
P005P34 Transfers	P005P23 Services	\$200,000.00
SSD#1	SSD#1	
P051P16 Transfers	P051P03 Equipment	\$10,000.00
TOTAL		\$210,000.00

OAKVIEW JUVENILE REHABILITATION DISTRICT FUND-S30

FROM	TO	AMOUNT
S230-S66 Hospitalization	S030-S51 Salaries	\$3,500.00
S030-S59 Utilities	S030-S51 Salaries	6,200.00
S030-S57 Travel	S030-S51 Salaries	3,700.00
S030-S53 Medical	S030-S55 Supplies	500.00
S330-S66 Unemployment	S030-S55 Supplies	1,000.00
S030-S56 Motor Vehicle	S030-S55 Supplies	40.00
S030-S56 Motor Vehicle	S030-S52 Contract Services	150.00
S030-S56 Motor Vehicle	S030-S58 Communications	1,610.00
S030-S67 Ed/Rec	S030-S58 Communications	350.00
S030-S54 Food	S030-S58 Communications	2,040.00

BELMONT COUNTY BOARD OF MR/DD S66 FUND

FROM	TO	AMOUNT
S066-S65 Salaries	S166-S79 Unemployment	\$11,000.00

RECORDER'S SUPPLEMENTAL EQUIPMENT FUND S78

FROM	TO	AMOUNT
S078-08 Contract Services	S078-S10 Salaries	\$5,000.00

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Thomas Yes

IN THE MATTER OF MEDICARE

SOCIAL SECURITY CHARGEBACKS FOR MAY AND JUNE 2004

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following transfer of funds for Medicare and Social Security Chargebacks for the months of May and June 2004.

From M055-M11 99 CCap	to Y091-Y02	56.00
From M060-M27 Care & Custody CCap	to Y091-Y02	128.56
From M060-M63 Care & Custody CCap	to Y091-Y02	51.64
From M060-M73 Care & Custody CCap	to Y091-Y02	6.80
From M074-M01 Title II Grant Drug Ct	to Y091-Y02	87.26
From M067-M04 Alternative School	to Y091-Y02	122.60
From M064-M04 99 Placement Services	to Y091-Y02	55.66
From H150-H12 Litter Control	to Y091-Y02	121.68
From S133-S48 Dist.Det.Home	to Y091-Y02	1,475.07
From S036-S10 Gender Specific	to Y091-Y02	0.00
From S078-S12 County Recorder	to Y091-Y02	99.00
From J000-J08 Real Est.Assess.	to Y091-Y02	124.48
From W082-T08 DRETAC/Treas.	to Y091-Y02	0.00
From S077-S02 Corrections Act	to Y091-Y02	94.28
From W081-P08 Pros.DRETAC	to Y091-Y02	7.06
From W080-P08 Pros./Victim Asst.	to Y091-Y02	95.48
From S094-S02 Co. Ct. Probation	to Y091-Y02	0.00
From B000-B10 Dog & Kennel	to Y091-Y02	178.25
From L101-L12 Soil Conservation	to Y091-Y02	222.23
From G050-G02 Lodging Tax	to Y091-Y02	11.56
From H530-H14 County Home	to Y091-Y02	4,769.78
From E301-E12 County Health	to Y091-Y02	515.41
From E101-E12 County Health	to Y091-Y02	0.00
From T077-T01 IAP	to Y091-Y02	35.00
From T078-T01 Rabies	to Y091-Y02	41.00
From T079-T01 Welcome Home	to Y091-Y02	45.00
From F078-F02 Tobacco	to Y091-Y02	30.00
From F076-F01 PH Infrastructure	to Y091-Y02	103.00
From F077-F01 Family Planning	to Y091-Y02	0.00
From S149-S63 Mental Health	to Y091-Y02	382.35
From S266-S79 Mental Retardation	to Y091-Y02	5,894.61
From H200-H13 Human Services	to Y091-Y02	7,714.23
From H000-H16 Summer Youth Prog	to Y091-Y02	0.00
From H210-H08 CSEA	to Y091-Y02	791.81
From K100-K10 MVGT K-2	to Y091-Y02	443.68
From K100-K24 MVGT K-11	to Y091-Y02	1,962.48
From K100-K37 MVGT K-25	to Y091-Y02	628.07
From Y090-Y18 Water/Sewer	to Y091-Y02	1,031.45
From Y075-T02 WIC	to Y091-Y02	0.00
From T075-T52 WIC	to Y091-Y02	398.79
From S079-S08 Clerk of Crts.Title	to Y091-Y02	145.11
From S430-S66 Oakview Juvenile	to Y091-Y02	764.58
From S430-S16 Oakview Juvenile	to Y091-Y02	0.00

From S028-S55 Aftercare	to Y091-Y02	48.24
From S084-S13 Eastern Comp.	to Y091-Y02	34.94
From S082-S13 Western Comp.	to Y091-Y02	37.65
From S083-S13 Northern Comp.	to Y091-Y02	33.26
From S088-S05 Western Spec Proj	to Y091-Y02	33.65
From S086-S05 Northern Spec Proj	to Y091-Y02	21.88
From S087-S05 Eastern Spec Proj	to Y091-Y02	10.84
From S089-S01 Common Pleas Spec.	to Y091-Y02	25.64
From S074-S03 Mediation	to Y091-Y02	152.03
Total		29,032.09

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 30, 2004

GENERAL FUND

MAGISTRATE	
A002-B30 Other Expenses	\$6,900.00
A002-B25 Salaries	12,453.16
A002-B26 Supplies	100.00
A002-B27 Equipment	300.00
Total appropriation	\$19,753.16

Upon roll call the vote was as follows:

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

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

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

GENERAL FUND

A015-A14 Attorney Fees	\$5,000.00
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 30, 2004

D000 ROAD AND BRIDGE FUND

D000-D05 Contract/ Projects	\$250,000.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT
COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES H08 WIA AREA 16 FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 30, 2004

H008 DJFS WIA Area 16Fund

H008-H01 Belmont County DJFS	\$446,375.00
H008-H02 Carroll County DJFS	446,375.00
H008-H03 Harrison County DJFS	446,375.00
H008-H04 Jefferson County DJFS	446,375.00
Total this appropriation	\$1,785,500.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT
COUNTY ENGINEER K00 BRIDGE AND CULVERT FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 30, 2004

K00 BRIDGE AND CULVERT FUND

K00-K38 Transfers Out	\$178,000.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY DEPARTMENT OF JOB
AND FAMILY SERVICES H05 WORKFORCE DEVELOPMENT FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 30, 2004

H 005 DJFS Workforce Development Fund

H005-H01 In School Youth	\$70,000.00
H005-H02 Out of School Youth	30,000.00
H005-H03 Adult	80,000.00
H005-H04 Dislocated Worker	50,000.00
H005-H05 Administration	40,000.00
H005-H07 Special One Stop Adm Grt	100,000.00
H005-H09 Other Expenses	300.00
Total this appropriation	\$370,300.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT
COUNTY JUVENILE COURT M64 PLACEMENT FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 30, 2004

M64 Placement Fund

M064-M01 Salaries	\$890.16
M064-M05 Placements	8,882.84
Total this appropriation	\$9,773.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT
COUNTY ENGINEER N02 BUILDING CONSTRUCTION FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 30, 2004

N02 BUILDING CONSTRUCTION FUND

N002-N40 Loan Payment (Building Construction)	\$1,280,000.00
N002-N41 Interest Payment	18,816.00
Total appropriation	\$1,298,816.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT
COUNTY EMA P89 DOMESTIC PREPAREDNESS EQUIPMENT FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 30, 2004

P089 Domestic Preparedness Fund

P089-P04 Dept of Justice FY 2002	\$173.35
Total this appropriation	\$

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT
COUNTY SHERIFF OFFICE S00 JAIL COMMISSARY FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 30, 2004

S00 Jail Commissary Fund

S00-S01 Supplies	\$2,702.25
S000-S02 Cash	40.00
Total this appropriation	\$2,742.25

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT
COUNTY JUVENILE COURT S85 COMPUTER FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of January 1, 2004

S085 Juvenile Court Computer Fund

S085-S08 Computer Expenses	\$4,200.00
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 30, 2004

S033 BHJD District Detention Home Fund

S033-S33 Salaries	\$43,917.99
S033-S44 PERS/STRS	8,000.00
S033-S47 Hospitalization	12,000.00
Total this appropriation	\$63,917.99

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 30, 2004

S01 Concealed Handgun License Fund

S001-S06 License Fees	\$315.00
S001-S07 Equipment	384.00
Total this appropriation	\$699.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 30, 2004

S074 Common Pleas Court Mediation Fund

S074-S01 Salaries	\$8,000.00
S074-S02 PERS	2,000.00
S074-S05 Insurance	2,000.00
S074-S06 Travel	1,331.49

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of June 30, 2004

U010 Reserve Fund

U010-U06 Other Expenses	\$80.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUESTING
CERTIFICATION OF MONIES**

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

Re: Certification of monies/ **CDBG FUND**

Requesting certification of monies for the Commissioners CDBG Fund in the total amount of \$ 234,600.00 as follows:

\$ 31,669.00 into T011-T05 on June 25, 2004
Drawdown # 296 and 297
Grant # B-C-03-007-1 and B-C-03-007-02
\$ 202,931.00 paid into T011-T01 on June 25, 2004
Drawdown # 296 and 297
Grant # B-F-02-007-1 and B-F-03-007-1

Re: Certification of monies-**General Fund**

Requesting certification of monies for the General Fund in the total amount of \$ 16,515.31 as follows:

1. Sheriff Department: total amount of \$ 9,495.31

- Medical copays/ paid into A013-G03 \$ 837.52
 - Background checks/ paid into A013-G04 \$ 385.00
 - False alarm billings/ paid into A013-A01 \$ 350.00
 - Bulletproof Vest Program grant \$ 164.50
 - Reimbursement from Guernsey County \$7,758.29
- For manpower provided during the use of Belmont County Justice Center

2. \$ 7,020.00 – paid into A045-A00 on June 24, 2004

- reimbursement to Clerk of Courts/ payment for jurors/ Guernsey County

3. \$19,753.16-paid in June 30, 2004-Common Pleas Magistrate/CSEA IV-D contract

Re: Certification of monies/ **FY 2001 DOJ Equipment Grant # K195**

Requesting certification of monies for the **FY 2002 DOJ Equipment Grant #K195 (CFDA #97.004) / EMA** Fund as follows: **Total amount of \$ 173.35 paid into P089-P01**

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Probst to execute payment of Then and Now Certification dated June 23, 2004 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

OPEN PUBLIC FORUM

Mr. Roger Deal, Village Administrator, introduced the Board and welcomed them to Barnesville on behalf of the Mayor's Office and the Village Council of Barnesville. He stated, "We are proud to show off our new building and Senior Center. Take time to look around and see what the Commissioners have done for us here in Barnesville."

Commissioner Thomas stated, "There is a nice crowd here. It would be nice to have our meeting here every week." Commissioner Thomas explained the process of holding evening meetings in various locations through out the county as well the format that is followed. Commissioner Probst stated, "Mark is good at not leaving anything out. I want to thank you for inviting us, we are happy to be here."

Roger Deal discussed his recent correspondence to the Board regarding the Barnesville Bradfield Airport and the funding it has received during its years of operation. He requested the Board to consider allocating some financial assistance stating, "It has become a burden - that is the county airport. If you could see fit to help us in some small way with the every day management."

Commissioner Thomas said, "We would like to get together for a meeting. We have a number of questions to ask back to you. One thing I would like to know is the budget, where does the funding come from and where are the funds expended? It is the Belmont County Airport in term only. There are issues there due to the ownership. I question whether the Belmont County Commissioners are permitted to appropriate to a regional airport authority. When the county establishes an airport, it could be one or contiguous. We want a look into how it operates... whether or not the ORC permits the county to spend taxpayers dollars on a facility not owned by the county." Commissioner Probst stated, "I have had an opportunity in the past to visit the airport for an Emergency Operations Center mock disaster. You are exactly right in your letter that this is the county airport and is an economic tool. This is perfect timing for all this. We will do all we can to help in this endeavor." Mr. Deal stated he would compile the information the board had requested. Commissioner Thomas stated that the board would research "what if anything" the county can do to assist under the guidelines of the Ohio Revised Code and what benefits would be provided to the residents.

Mr. Deal asked for an update on the status of the Children's Home (Tacoma) property in regards to possibly another industrial park. Commissioner Thomas said, "Attorney Richard Myser represents the DOD/CIC and is currently doing a coal search on the property. We need to determine if we can move forward. First we need to know who owns the coal rights. We know we own the surface rights, but we want to make sure about the coal rights, we don't want another Fox Commerce Park where we build and someone comes in and says they are going to mine it. We are quietly progressing forward... Unfortunately, there are no developers looking today. But we want to be ready and able to quickly put some one in there who wants to be there in the future. If there are deed restrictions that limits the use, then we would have to abide by that. I have never looked at the deed. First we clear the issue of coal rights, then the deed to determine use of the property."

Bill Knox, public resident commented, "I want to thank you, we sincerely appreciate your efforts. You have been committed to our area. Last year 90 plus residents were served with the water line, 83 plus residents were served from here to Quaker City. The Children's Home property is on the front burner. We look forward to working with you in the future."

Ms. Jean Davies asked the Board for consideration in naming the proposed new jail after Judge Isaac Parker, a native of Barnesville. She stated, "He brought law and justice to the wild west many years ago." She continued by informing the board Judge Parker had been honored in many other places in the United States, but not in Belmont County. Commissioner Thomas said, "Within our first two months in office, around there, the sheriff talked to us about this issue. For those of you who don't know, please read all you can on Judge Parker. About a year ago, a grant was received by the commissioners for a new addition to the Belmont County Jail. We spend an inordinate amount of money to house prisoners outside this county, in the manner which is required by law. It only makes sense to spend it on making our facility larger. In time we will alleviate the absorbent costs. We promised the sheriff once we finalized the plans we would consider naming the new jail after Judge Parker."

Eugene "Doc" Householder, Director, Belmont County Tourism thanked the Board for visiting Barnesville and stated tourism buses in Belmont County visit Barnesville frequently and recently the Senior Center has been serving them meals. Commissioner Thomas said, "We do appreciate what you, your staff and your Board do for the county. We have a great tourism council, and everyone benefits."

Ms. Householder stated she would like all in attendance to know that she recently took advantage of the transportation vehicles and encouraged others to do the same. She said, "So many people don't know this is available. The transportation is wonderful." Commissioner Probst stated, "We know how important transportation is and need to commend Bruce Pickens for doing an excellent job." Commissioner Thomas said, "Thanks to the taxpayers of Belmont County that help fund the Senior Services, young and old. Without the taxpayers, this facility to a degree and others would not be here. We have a very impressive senior services program in this valley. It is vitally important and the envy of many counties in this state. Again, one of the reasons why we feel this is the greatest county in Ohio."

A resident asked for an update on the old county jail. Commissioner Thomas said, "We are continuing to look for funding sources. On April 15, the Commissioners filed a grant application for \$800,000.00 with the Ohio Department of Transportation with hopes of receiving funding to assist in the rehabilitation of the building. Many residents vehemently oppose this idea, but many many more are for it. Our stance is that we are very interested in restoring the old jail and residence. Both are historical buildings in a historical area in a historical city. We are seeking alternative funding sources from the state and federal government. It would cost 1.2 million dollars to renovate both buildings. If we receive the grant funding we would be two-thirds of the way there. Ultimately, we will listen to our constituents as we do daily and make a decision."

Commissioner Thomas commented that Helen Stanford is currently helping with the cleaning of old public records and would be open for volunteers to help. He stated that the Board's goal is to centralize the county's public records, clean them, and preserve them for future generations.

The Board was asked to explain a "shortfall of funds" in regards to the money being appropriated to the county's senior centers. Bruce Pickens, Executive Director, Belmont Senior Services stated, "We carried a reserve from previous years. We are spending a lot more than the levy brings in. We have had to make cuts." Commissioner Thomas said, "This is a business just like the county is a business. Over the last three years, services have gone up and federal and state funding have decreased. At this point, we are watching the finances closely. The Board of Trustees make the day to day decisions. Mr. Pickens has done a wonderful job; it's unfortunate to have to streamline. We are very cognizant that this has to be run like a business."

OPEN PUBLIC FORUM (cont'd)

A few residents brought concerns to the Board's attention regarding the condition of county roads. The Board noted the issues and said they would bring them to the County Engineer's attention. Commissioner Thomas explained that the roads fall under the jurisdiction of the County Engineer, not the Commissioners, and the only thing the Board can do is pass on the comments. He stated that according to the Ohio Revised Code, the Engineer is in charge of roads, bridges and guardrails. The Board informed the residents that as of July 1, 2004 a new gas tax of two cents per gallon will become effective in Belmont County that will provide more money to the upkeep of guardrail, bridge and road repairs.

Mr. Warner Moore, Belmont Senior Services Board of Trustees member stated, "The funds for the first quarter of 2003 through the first quarter of 2004: services provided were increased from 40-60%; this was done by holding costs at 21%."

Commissioner Thomas provided an update on the progress of water and sewer infrastructure in the county. He stated, "We are working on water in the southeast corner of the county. Obviously this is piece meal over a time period of 30-40-50 years. We have attempted to address the issue quickly in the three and one half years that we have been in office. We are currently looking for outside funding sources. We are committed to infrastructure, that is water, sewer, roads, bridges in this county. Like they say 'build it and they will come.' There are a lot more projects to announce in the next year. Development of Belmont County is happening part and partial due to water and sewage. The bottom line is this is a benefit to all of us."

Don Pickenpugh, Belmont County GIS Director, stated, "Over 80% of county government benefits from GIS, which is a county wide mapping program. It is a big help to development in this county. I want to thank the Commissioners for their support."

Cliff Sligar, Director, Belmont County 9-1-1, explained that the 911 Department works closely with the GIS Department in establishing house numbers throughout the county.

IN THE MATTER OF APPROVING PAYMENT TO HAMMONTREE & ASSOCIATES, LTD. FOR THE TWO MILLION GALLON WATER STORAGE TANK REDESIGN PROJECT/BCSSD

Motion made by Mr. Probst, seconded by Mr. Thomas to approve and sign the Payment Requisition in the amount of \$11,700.00 for Hammontree & Associates, Inc., for the final re-design of the two million gallon water storage tank, based upon the recommendation of Keith Bennett, Project Engineer, Hammontree and Associates, Ltd. and David Grum, Project Consultant.

Redesign was necessary due to moving the site. Professional services include completing geotechnical investigation, surveying, and final design of tank site and access road.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Thomas Yes

IN THE MATTER OF REQUEST FOR PROPOSALS FOR LEGAL SERVICES/BCDJFS CHILD SUPPORT ENFORCEMENT AGENCY

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the request of Dwayne Pielech, Director, Belmont County Department of Job and Family Services, to advertise for Request for Proposals for legal services for the Belmont County Child Support Enforcement Agency, and authorize the Clerk of the Board to proceed with the required Notice.

**REQUEST FOR PROPOSALS
BELMONT COUNTY COMMISSIONERS' OFFICE
ST. CLAIRSVILLE, OHIO 43950**

Sealed requests will be received by the Belmont County Board of Commissioners at their office located at the Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **10:30 A.M. (Local Time) Wednesday, July 21, 2004** and opened immediately thereafter for:

**BID FOR LEGAL SERVICES FOR THE
BELMONT COUNTY CHILD SUPPORT ENFORCEMENT AGENCY**

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

Bids must be submitted on forms furnished, addressed to Board of Commissioners, Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950, sealed and endorsed on the outside with the bidder's identity and project title.

Said Contract will be let to the lowest and best responsible Bidder.

If in the opinion of the Board of Commissioners the acceptance of the lowest bid is not in the best interest of all concerned, another proposal so opened may be accepted. The Board of Commissioners reserves the right to waive any informalities and to accept or reject any or all bids.

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

Times Leader Advertisement: **Two (2) Tuesdays: July 6 and July 13, 2004**

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes

IN THE MATTER OF SIGNING AND APPROVING TUTORING CONTRACTS ON BEHALF OF BCDJFS/WIA PROGRAM

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into three tutoring contracts on behalf of the Belmont County Department of Job and Family Services for a period of one year commencing July 1, 2004 through June 30, 2005.

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

This contract to provide **tutoring services** under the Workforce Investment Act (WIA) Program is made and entered into this **1st** day of **July, 2004**, by and between the Belmont County Department of Job and Family Services, hereinafter referred to as "Department" and **Angela Deskins, John Triveri, Charles Call, II**, hereinafter referred to "Provider". This contract will become effective one day following the last signature date. However, the effective date shall not be sooner than **July 1, 2004**, and no services shall be provided pursuant to this contract prior to its execution by all parties. The termination date of this contract is **June 30, 2005**.

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

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

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

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

- A. Provider agrees that the use or disclosure of any information concerning qualified customers for any purpose not related to the delivery of the purchased services is prohibited except upon written consent of the customer or their guardian.
- B. The Provider understands that this written agreement supercedes all oral agreements.
- C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services and the Belmont County Commissioners in which the Department is located against all liability, loss, damage, and/or related expenses incurred through the provisions under this contract.
- D. The Provider agrees that in the performance of this contract there shall be no discrimination against any customer because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed (?) discrimination and the right to a method of appeal will be made available to all persons served under this contract.
- E. In the event the Provider receives an overpayment, Provider agrees to repay the Department the amount to which the Provider is not entitled.
- F. This contract may be terminated by the Provider or the Department upon thirty days written notice. Failure to honor terms of this contract and/or related State, Federal, or Local regulations shall result in the immediate termination of this contract. If any of the terms of this contract change, the Provider must notify the Department immediately.
- G. In the event that State and/or Federal funding is no longer available to the Department, therefore requiring changes or termination of this contract, such changes or termination will be effective on the date that the State and/or Federal funding is no longer available, or later as otherwise stipulated by the Department.
- H. The Department will determine the eligibility of customers for the services provided within this contract.
- I. **Amendment of Contract:** This contract may be amended at any time by a written amendment signed by both parties.
- J. Provider must observe all Departmental rules regarding confidentiality.

PAYMENT PROCEDURES

- A. The maximum amount billable by the Provider to the Department is ten thousand dollars (\$10,000.00) at an hourly rate of fifteen dollars (\$15.00) per hour for the provision of tutoring services.
- B. The Provider understands that payment for all services provided in accordance with the provisions of this contract depends on the availability of State and/or Federal funds.
- C. The Provider agrees to submit time sheets to the Department every two (2) weeks which indicate the hours of tutoring services provided and the total cost of tutoring provided for that period. The Department agrees to review the time sheets and provide reimbursement for services within thirty (30) days of receipt of the time sheets or as soon as the County Auditor processes the payment.
- D. Provider warrants that claims made to the Department for payment of services shall be for actual services rendered to eligible customers and do not duplicate claims made by the Provider to other sources of funds for the same service.
- E. For this contract, the Provider is considered a vendor or services purchased by the Department which means that an employer-employee relationship does not exist between the Department and Provider. Consequently, the Provider has the sole responsibility for the payment of and record keeping of any and all Federal, State, and/or Local withholdings. The Department will not take any deductions from the Provider's fee for services. Provider must maintain and preserve all related records for a period of three (3) years after final payment. If an audit or other action is started before the end of the three year period, the records must be retained until all issues are resolved or until the end of the three year period, whichever is later.

SIGNATURES

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

<u>Dwayne D. Pielech /s/</u>	<u>6/24/04</u>
Dwayne D. Pielech, Director	Date
Belmont County Department of Job & Family Services	
<u>Angela M. Deskins /s/</u>	<u>6/16/04</u>
Provider	Date
<u>John Triveri /s/</u>	<u>6/17/04</u>
Provider	Date
<u>Charles Call, II</u>	<u>6/17/04</u>
Provider	Date
<u>Mark A. Thomas /s/</u>	<u>6/30/04</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>6/30/04</u>
Belmont County Commissioner	Date
<u>Daniel P. Fry /s/</u>	<u>6/24/04</u>
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF APPROVING EXTENSION AMENDMENT FOR THE BELMONT SENIOR SERVICES CONTRACT

Motion made by Mr. Probst, seconded by Mr. Thomas to extend the Belmont Senior Services contract for an additional six months to terminate on December 31, 2004. *The current extension terminates June 30, 2004.*

EXTENSION AMENDMENT

The Belmont County Committee on Aging NKA Belmont Senior Services, a nonprofit corporation, and the Belmont County Commissioners, a political subdivision, hereby assent to further extend the agreement previously entered into by and between the parties dated October 14, 1998, adopting all terms, conditions and provisions within said agreement.

The parties acknowledge that changes have evolved since the hiring of a new Executive Director at Belmont Senior Services, and the parties agree to continue to implement the senior service levy funds in a manner consistent with the prior contract and adopted changes.

Furthermore, both parties hereby agree to continue negotiations towards adopting a new contract.

This Extension Amendment is in full force and effect for an additional period of six (6) months from June 30, 2004, the expiration date of the previous amendment and will terminate on December 31, 2004.

Belmont County Commissioners	Belmont Senior Services, Inc.
<u>Charles R. Probst, Jr. /s/</u>	<u>Bruce Pickens /s/</u>
Charles R. Probst, Jr, President	Bruce Pickens, Executive Director

<u>Ryan E. Olexo, Vice President</u>	
<u>Mark A. Thomas /s/</u>	Dated: <u>6/30/04</u>
Mark A. Thomas	
Approved as to form	
<u>Robert W. Quirk /s/</u>	
Robert W. Quirk, Assistant Prosecutor	

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

UNDER DISCUSSION

Commissioner Thomas stated, "We are in continuing progress mode. There is better communication between the Board of Trustees, Bruce Pickens and his staff, and the commissioners. We are fostering better work relations. We are ardently working out the details of the contract. Our ultimate goal is to provide the most service possible to the seniors of Belmont County. Belmont Senior Services is running very efficiently. We are proud to work with them."

IN THE MATTER OF ENTERING INTO A TOWER ATTACHMENT COMMUNICATIONS SITE SUBLEASE AGREEMENT ON BEHALF OF BELMONT COUNTY 9-1-1

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the Tower Attachment Communications Site Sublease Agreement with ALLTEL Communications, Inc, on behalf of the Belmont County 911, for the use of the Armstrong Mills tower. Alltell will pay Belmont County a monthly rental fee in the amount of \$1,200.00 which shall include the right to use and occupy the ground space surrounding the tower. This agreement is for a period of five years.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CCAO'S WORKERS' COMPENSATION GROUP RATING PLAN AGREEMENT FOR 2005

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the Workers' Compensation Group Rating Plan Agreement with the County Commissioners Association of Ohio for the 2005 rating period. The CCAO Group Rating Plan is intended to achieve lower workers' compensation rates for the Group and result in the establishment of safer working conditions and environments for each Participant.

COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS' COMPENSATION GROUP RATING PLAN AGREEMENT

THIS AGREEMENT, dated as of July 1, 2004, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and Belmont County ("Participant"), a political subdivision of the State of Ohio.

Section I: INTRODUCTION

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners, Association of Ohio ("CCAO") acting through CCAOSC, its Service Corporation, as sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a group for the benefit of its membership for the purpose of obtaining a group rating pursuant to Section 4123.29, ORC. The terms and conditions for participation in the CCAO group rating plan are herein established.

A participating employer is hereafter referred to individually as a "Participant". Participating employers are collectively referred to as the "Group".

Section II: NAME

The name of the plan shall be the CCAO Workers' Compensation Group Rating Plan, hereafter referred to as the "CCAO Group Rating Plan or the "Plan". The principal office of the CCAO Group Rating Plan shall be located at 37 W. Broad Street, Suite 650, Columbus, Ohio 43215.

Section III: PURPOSE OF GROUP PLAN

The CCAO Group Rating Plan is intended to: (1) achieve lower workers' compensation rates for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

A. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:

1. CCAO was created more than two years prior to the date of application for Group coverage.
2. CCAO was formed for purposes other than obtaining Group workers' compensation under Section 4123.29, ORC; rather, it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
3. The business of the Group is substantially similar such that the policies which are grouped are substantially homogeneous.
4. The aggregate workers' compensation premiums of the Group members are expected to exceed \$150,000 during the rating period covered by this Agreement.

B. The Participant represents and warrants as follows:

1. It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC is in good standing such that no outstanding premiums, penalties or assessments are due from it.
2. It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
3. That its 2001 calendar year payroll does not exceed \$50,000,000. Counties with a 2001 calendar year payroll of \$50,000,000 or more will not be eligible for membership in the Rating Plan. The maximum annual payroll amount shall be established annually by the CCAO Workers' Compensation Group Rating Plan Executive Committee, to reflect inflation and prevailing Ohio county payroll trends.

Section V. BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I hereof, CCAO, acting through CCAOSC, has established the CCAO Group Rating Plan.

1. CCAOSC shall:

- (1) coordinate and administer the CCAO Group Rating Plan in accordance with this agreement.
- (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Rating Plan; and
- (3) perform such additional duties as are required of it by this Agreement.

2. The Participant shall:

- (1) join and participate in the CCAO Group Rating Plan; and
- (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

Section VI: PENALTY RATED PARTICIPANTS

Additionally, the participant recognizes that the inclusion of group members with a penalty modification detrimentally affects the group rate. Each year, CCAOSC, in cooperation with the administrator, shall analyze the projected experience modification of all prior year plan members. CCAOSC, in its sole discretion, may determine that a plan participant is not eligible for any subsequent year group plan and not renew said participant. Alternatively, CCAOSC, in its sole discretion, may create additional allocations or contributions of such participants, including the formation of a "Premium Discount Pool".

Effective June 1, 1999, a penalty rated county that has not previously participated in the Plan will not be eligible for membership in the Plan.

Section VII: PREMIUM DISCOUNT POOL PARTICIPANTS

Effective for the policy year commencing January 1, 1998, CCAOSC has created a Premium Discount Pool. Prior year participants projected to be in a penalty rating must participate in the CCAOSC Premium Discount Pool in order to remain in the Group Rating Plan. CCAOSC Premium Discount Pool participants are required to implement the **CCAO 10 Step Safety Plan for County Government**, and must submit an annual progress report to CCAOSC. However, enrollment in the Bureau of Workers' Compensation Premium Discount Program (PDP) shall be at the discretion of the Participant. To enroll in the BWC's PDP, the Participant shall complete a "UA-5 Application For Premium Discount Program", and shall meet all requirements of the Bureau of Workers' Compensation for continued participation in the PDP.

The savings for participants in the Premium Discount Pool shall be determined as follows: A savings calculation will be made as if all Premium Discount Pool members had been included in the Group as filed with the OBWC, without deducting any discounts from the BWC's PDP program. Premium Discount Pool participants will receive the difference between a 10% reduction to their individual premium rate and the amount calculated as if the Participant was included in the Group program filed with the OBWC.

A penalty rated Participant who became penalty rated prior to January 1, 2002 will be eligible to participate in the Premium Discount Pool for a total of four years within a seven year period, during which they remain penalty rated or otherwise ineligible for Group membership. A penalty rated Participant who became penalty rated after January 1, 2002, may remain in the Premium Discount Pool for not more than three years within a five year period during which they remain penalty rated or otherwise ineligible for Group membership. A participant who is predicted to be penalty rated and is therefore removed from the Group and placed in the Premium Discount Pool, but their actual premium rate comes in as a credit ration, will not have that year counted toward their maximum years of Premium Discount Pool eligibility.

Section VIII: RATE CONTRIBUTION AND REBATES

The participant understands that the group rate must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual group rate will vary depending upon multiple factors. The participant is solely responsible for any assessments of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other group members be held liable for premiums owed by the participant to the OBWC.

The participant understands the group rate is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual participant. In no event will CCAO, CCAOSC, the third party administrator, or the other group members be held liable for premiums owed by the participant to the OBWC resulting from subsequent rate revisions.

It is understood that in forming a group the OBWC will calculate a group rate for the CCAO Group Rating Plan which shall be applied uniformly to the members of the Group regardless of each Participant's individual rate. It is further understood that OBWC shall calculate premiums, as provided by law, multiplying the group rate (as described above) times each Participant's individual payroll.

In order to allocate the savings derived by formation of the Group, and to maximize the number of Participants in the Group, it is hereby agreed that annually the CCAOSC shall estimate the total savings which shall accrue to the Group through its formation which shall include the amount of savings for participants in the Premium Discount Pool (Section VII of this agreement). The CCAOSC shall notify each Participant of the estimated savings as well as the estimated rebates and/or additional billings required so that yearly budgeting may be facilitated on a timely basis for the Participants.

Upon receipt of the actual year-end payroll figures from each Participant, the CCAOSC shall calculate the total realized savings which shall accrue to the Group through its formation and collect rate contributions from and pay rate equalization rebates to the Group's various Participants. The Participants determined to be eligible for the group filing shall receive the share of the group savings which shall be equal to the total savings of all group members less Premium Discount reimbursements multiplied by the percentage found by dividing the Participants' individual payroll by the total payroll of all participating group members.

Premium Discount Pool participants shall receive the difference between a 10% reduction in their individual premium rate the amount determined as if the participant was included in the group program filed with the Ohio Bureau of Workers' Compensation. Individual payroll divided by the payroll of all plan members will be applied to the plan savings as if the participants were included in the group filing.

CCAOSC shall bill any rate contributions due from individual Participants no later than sixty (60) days following receipt by CCAOSC of the payroll report submitted by Participants to the OBWC. Bills for contributions are due and payable to CCAOSC within thirty (30) days of receipt. All rebate checks shall be paid to those Participants due rebates no later than ten (10) days from the date of receipt of all contributions due from individual Participants.

Section IX: ADMINISTRATIVE SERVICES

CCAOSC, with the approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control programs, and other duties (**excluding** claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section IX) relating to the Plan's activities. The cost of these services shall be borne by the Participant in proportion of its workers' compensation premiums plus its contribution, or minus its rebate, as the case may be. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee, and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant may at its sole expense, engage the services of an attorney, or other qualified TPA, or representative for claims-related matters, such as hearings before the respective state agencies.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims which will affect the rating of the Group.

Section X: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the statutory requirements for a group rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, which is hereto attached as Exhibit A. In addition, each participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee. The costs for risk management services shall be allocated, billed and paid in the same manner as described in Section IX, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. For such audits, the Participant shall have the option of (1) using a qualified private safety consultant of the Participant's choice, subject to CCAOSC's approval; or (2) requesting CCAOSC to arrange for an audit performed by the Ohio Division of Safety and Hygiene ("ODSH"). It is understood that the ODSH will perform an audit at no additional cost. However, if the Participant chooses to utilize a private safety consultant it shall do so at its own cost. A copy of the audit results and safety recommendations shall be provided to CCAOSC upon CCAOSC's request. The Participant and CCAOSC agree that if a private consultant is engaged by the Participant to perform an audit, the consultant will act as an independent agent, not subject to the direction and control of CCAOSC.

Section XI: GENERAL MANAGEMENT FEES

The Participant agrees to pay anticipated general management fees during the term of the Agreement, if any, as described and in the manner specified in Section IX, above.

Section XII: GROUP EXECUTIVE COMMITTEE

There is hereby established a Group Executive Committee, which shall consist of nine members. Two of said members shall be the President and the Treasurer of CCAOSC; the remaining seven members shall be representatives of the Participants, elected for the ensuing year by the Participants. No Participant shall have more than one member of the Group Executive Committee in any year, and each elected member shall be a county commissioner. However, any member may by written instrument appoint a designee, who need not be a county commissioner but shall be an officer or employee of the member's county. A designee shall have the same powers as the appointing member.

The duties of the Group Executive Committee shall be:

- 1) to approve the selection of a TPA, as provided in Section IX hereof;
- 2) to review and approve proposed TPA fees, fees for risk management services, and general management fees, and to provide for the billing and collection thereof;
- 3) to determine ongoing eligibility of each Participant for continued participation in the Group; and
- 4) to perform such other acts and functions as may be delegated to it from time to time by the Group.

Section XIII: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2005, and thereafter. CCAOSC may terminate this Agreement upon sixty (60) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Rating Plan for the next annual rating period provided sixty (60) days written notice of intent to withdraw from the CCAO Group Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently the last business day of August of the year prior to the applicable annual rating period. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Rating Plan prior to withdrawal therefrom.

Section XIV: APPLICATION BY PARTICIPANT

Initial application of a Participant shall include: (1) properly signed and authorized copy of this Agreement; (2) properly executed and notarized OBWC Form AC-26, allowing CCAOSC or its TPA to represent the CCAO Group Rating Plan before OBWC. A Participant's initial application shall also include a one-time membership fee in the amount of \$2,000. In order to remain in good standing, a Participant shall provide to CCAOSC annually prior to the group rating deadline: (1) properly signed and authorized copy of this Agreement; (2) properly executed OBWC Form AC-26, allowing CCAOSC or its TPA to represent the CCAO Group Rating Plan before OBWC.

Section XV: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Rating Plan. All Group Rating Plan funds shall be strictly segregated from all CCAOSC activities relating to the operations and activities of CCAO's property/casualty insurance pool or pools.

The Participant is solely responsible for any assessment of premiums levied by OBWC against it. Neither the CCAO Group Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

The Participant acknowledges that Group rate setting is solely the function of the OBWC. It is understood that such considerations as the "TM Calculation", "Credibility Factor", and "Loss Value Limitation", shall be assigned by OBWC at the group, rather than the individual, level.

The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

CCAO SERVICE CORPORATION

6/12/04 By: David W. Brooks /s/

Date

COUNTY OF BELMONT

6/30/04

Date

County Name:

Address:

City, State, Zip:

OBWC Number:

Name of Participant's TPA

for claim related matters: Comp Management, Inc.

APPROVED AS TO FORM

Robert Quirk /s/

Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes

IN THE MATTER OF APPOINTMENT TO THE BELMONT HARRISON JUVENILE DISTRICT BOARD

Motion made by Mr. Thomas, seconded by Mr. Probst to appoint Mr. Phil Wallace, Martins Ferry, Ohio as Belmont County's representative on the Belmont Harrison Juvenile District Board of Trustees to fill the position vacated by the resignation of Board member Ms. Linda Martin. This is a four-year term that will expire on March 30, 2005. This appointment is based upon the recommendation of Judge J. Mark Costine, Belmont County Court of Common Pleas, Probate and Juvenile Division.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT TO THE BELMONT HARRISON AND MONROE COUNTIES MENTAL HEALTH AND RECOVERY BOARD

Motion made by Mr. Thomas, seconded by Mr. Probst to reappoint Mr. John Shaver, 3860 Grand Avenue, Shadyside, Ohio and Mr. George Diab, 401 Tracy Lane #B-1, St. Clairsville, Ohio to the Belmont Harrison and Monroe Counties Mental Health and Recovery Board for a second and final term. Both appointments are four-year terms to expire on June 30, 2008.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 7:30 P.M.

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn the meeting at 7:30 P.M..

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes

Read, approved and signed this 7th day of July A.D., 2004.

_____ COUNTY COMMISSIONERS

Ryan E. Olexo, absent

We, Mark A. Thomas 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.

_____ VICE-PRESIDENT

_____ CLERK