

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst and Gordie W. Longshaw, Commissioners and Darlene Pempek, Clerk of the Board. Absent: Mark A. Thomas. Minutes of the meeting of May 25, 2005, were read, approved and signed.

**MEETINGS ARE NOW BEING RECORDED**  
**ALL DISCUSSIONS ARE SUMMARIZED, FOR COMPLETE PROCEEDINGS**  
**PLEASE SEE CORRESPONDING TAPE FOR THIS MEETING DAY.**

**MEETING RESCHEDULED TO COMMENCE AT 3:00 P.M.**

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

**"BILLS ALLOWED"**

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

Claim of	Purposes	Amount
Charla Macy	Reimburse expenses for meeting/Auditor's-General	6.35
Roger Conroy	Reimburse expenses for meeting/Auditor's-General	6.35
Elan Financial Services	Misc. travel expenses-General	148.80
Sheila Turner	Reimburse expenses for meeting/Auditor's-General	7.47
Debbie Meloy	Reimburse expenses for meeting/Auditor's-General	7.68
B-Crossroads Counseling	April contract services-Indigent Driver's Alcohol Trmt Northern Court	643.59
Crossroads Counseling	April 2005 couesling-Indigent Driver's Alcohol Trmt	803.60
H-Wal Mart Community	Supplies-Litter Control	102.44
K-Elan Financial Services	Visa Card-Engineer's MVGT	231.64
M-Whiteside's	2005 Chevy Malibu-Juvenile Court	14,944.01
Jennifer Shunk	Reimburse expenses-Juvenile Court	597.51
P-Belmont County Sanitary Sewer	Service-Oakview Admin Building	390.75
S-Belmont Senior Services	May 2005/4 <sup>th</sup> billing-In Home Care Levy	41,287.52
Belmont Senior Services	April 2005/10 <sup>th</sup> billing-In Home Care Levy	11,407.29
Citgo	Gasoline/Ed Gorence-Common Pleas Correction Act Grant	15.51
Comcast	Internet-Clerk of Courts	207.46
West Payment Center	Ohio Criminal Justice 2005 edition-Western Division Court Computer	92.00
Sommer Stenographic	Court reporting fee 5/24/05-Western Court General Special Projects	75.00
Crystal Springs	May 2005 water-Western Court General Special Projects	59.88
T-Beth Andes, MS, LPCC	Consultant-BJA Congressional Mandated Award	2,240.00
Sargus Juvenile Center	Personnel-BJA Congressional Mandated Award	7,272.96
W-Delinquent Collectors of Ohio, Inc.	Contract services/Tax collection-DRETAC Treasurer's Office	1,738.01
Y-Health Plan	June premium-Insurance	145,713.02
Health Assurance PPO	June premium-Insurance	172,065.87
Health Assurance HMO	June premium-Insurance	62,660.29

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the Recapitulation of Vouchers dated for June 1, 2005 as follow:

FUND	AMOUNT
GENERAL	\$4,834.45, \$206.78
GENERAL/ATTORNEY FEES	\$1,495.34
GENERAL/SHERIFF'S	\$4,234.94
GENERAL/911	\$4,322.76
B-DOG KENNEL	\$532.38
E-BELMONT COUNTY 911	\$60.87
BCDJFS/PA	\$1,756.82
BCDJFS/CSEA	\$14,152.29
BCDJFS/WIA	\$78,016.19, \$199,782.42
P-OAKVIEW JUVENILE REHAB DISTRICT	\$30,733.06
SATELLITE/EASTERN	\$73.63
S-OAKVIEW JUVENILE REHAB/AFTERCARE	\$2,173.66
OHIO VALLEY RECYCLING	\$1,826.88
SHERIFF'S COMMISSARY	\$2,637.68
CERTIFICATE OF TITLE ADMIN	\$427.00

Upon roll call the vote was as follows:

Mr. Thomas	Absent
Mr. Longshaw	Yes
Mr. Probst	Yes

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

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

**BELMONT COUNTY GENERAL FUND**

FROM	TO	AMOUNT
A401-A11 Other Expenses	A015-A14 Attorney Fees	\$10,000.00
A401-A11 Other Expenses	A206-A03 Housing of Prisoners	10,027.52

**BELMONT COUNTY GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
A206- A14 Workers Compensation	A306- A14 Unemployment	\$1,509.00
A206- A14 Workers Compensation	A002- B28 PERS/ Magistrate	\$2,231.56
A206- A14 Workers Compensation	A002- B25 Magistrate Salaries	\$1,177.97
A206- B09 Workers Compensation	A002- B25 Magistrate Salaries	\$1,886.30
A206- F08 Workers Compensation	A002- B25 Magistrate Salaries	\$298.87
A202- F12 Workers Compensation	A002- B25 Magistrate Salaries	\$366.49
A206- G09 Workers Compensation	A002- B25 Magistrate Salaries	\$854.38
A212- A08 Workers Comp/ Highway	A002- B25 Magistrate Salaries	\$1,040.70
A208- B10 Chest Clinic/ WC	A002- B25 Magistrate Salaries	\$279.60
A102- A08 Workers Compensation	A002- B25 Magistrate Salaries	\$4.21
A201- F06 Workers Compensation	A002- B25 Magistrate Salaries	\$2.08
<b>TOTAL</b>		<b>\$9,651.16</b>

**VARIOUS JUVENILE COURT FUNDS**

<b>JUVENILE COURT ALTERNATIVE SCHOOL FUND M67</b>		
<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
M067-M02 PERS	M067-M01 Salaries	\$ 1,201.09
M067-M04 Medicare	M067-M01 Salaries	777.56

**JUVENILE COURT TITLE IV-E REIMB (RANDOM MOMENTS)**

<b><u>M78 FUND</u></b>		
<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
M078-M02 Fringe Benefits	M078-M01 Salaries	\$192.91

**MONTHLY TRANSFER OF FUNDS FOR BELMONT COUNTY SANITARY SEWER DISTRICT FOR MAY 2005**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	163.84
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	15,153.82
P003-P20 LABOR	Y090-Y04 LABOR	0.00
P003-P21 MATERIALS	Y090-Y05 MATERIALS	4,480.60
P003-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	19.16
P003-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	428.18
P003-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P003-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	48,486.24
P003-P27 ADV & PRINTING	Y090-Y04 ADV & PRINTING	0.00
P003-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	46.59
P003-P29 PERS	Y090-Y12 PERS	2,398.76
P003-P30 WORKERS' COMP	Y090-Y13 WORKERS' COMP	2,528.98
P003-P31 OTHER EXPENSES	Y090-Y14 OTHER EXPENSES	1,830.54
P003-P32 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	873.50
P003-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
<b>TOTAL</b>		<b>76,410.21</b>
P005-P18 SUPPLIES	Y090-Y02 SUPPLIES	318.37
P005-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	29,294.25
P005-P21 MATERIALS	Y090-Y05 MATERIALS	22,831.41
P005-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	37.00
P005-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	32,700.92
P005-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P005-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	908.50
P005-P27 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P005-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	92.01
P005-P29 PERS	Y090-Y12 PERS	9,006.69
P005-P30 WORKERS' COMP	Y090-Y13 WORKERS'COMP	8,432.23
P005-P31 OTHER EXP.	Y090-Y14 OTHER EXP.	14,452.06
P005-P34 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	3,201.38
P005-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
<b>TOTAL</b>		<b>121,274.82</b>
P051-P02 SUPPLIES	Y090-Y02 SUPPLIES	68.45
P051-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P051-P05 MATERIALS	Y090-Y05 MATERIALS	523.68
P051-P06 CONTRACT REP.	Y090-Y06 CONTRACT REP.	6,980.00
P051-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	2,451.08
P051-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P051-P09 SEWAGE DIS.	Y090-Y08 SEWAGE DIS.	16,565.53
P051-P11 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P051-P12 TRAVEL & EXP	Y090-Y11 TRAVEL & EXP	19.34
P051-P13 PERS	Y090-Y12 PERS	965.62
P051-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	1,208.53
P051-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	636.96
P051-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	0.00
P051-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
<b>TOTAL</b>		<b>29,419.19</b>
P053-P02 SUPPLIES	Y090-Y02 SUPPLIES	38.84
P053-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	1,064.77
P053-P05 MATERIALS	Y090-Y05 MATERIALS	1,269.02
P053-P06 CONTRACT REP.	Y090-Y06 CONTRACT REPAIRS	4.51
P053-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	4,886.74
P053-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P053-P09 SEWAGE DIS.	Y090-Y09 SEWAGE DIS.	35,236.35
P053-P11 ADVER.&PRINTING	Y090-Y10 ADVER.&PRINTING	0.00
P053-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP	11.26
P053-P13 PERS	Y090-Y12 PERS	2,654.87
P053-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	2,549.53

June 1, 2005

P053-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	4,072.41
P053-P16 TRANSFERS OUT	7090-717 TRANSFERS OUT	0.00
P053-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
<b>TOTAL</b>		<b>51,788.30</b>
P055-P02 SUPPLIES	Y090-Y02 SUPPLIES	11.44
P055-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	313.94
P055-P05 MATERIALS	Y090-Y05 MATERIALS	111.83
P055-P06 CONTRACT REPAIRS	Y090-Y06 CONTRACT REPAIRS	1.33
P055-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	813.35
P055-P11 ADVER & PRINTING	Y090-Y07 ADVER & PRINTING	0.00
P055-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	3.30
P055-P13 PERS	Y090-Y12 PERS	278.52
P055-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	232.86
P055-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	96.45
P055-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
<b>TOTAL</b>		<b>1,863.02</b>
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	58.74
P056-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	42.97
P056-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	9,152.54
P056-P16 TRANSFERS OUT	Y090-Y14 TRANSFERS OUT	0.00
P056-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
<b>TOTAL</b>		<b>9,254.25</b>

Upon roll call the vote was as follows:

Mr. Thomas	Absent
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER OF FUNDS**  
**FOR THE EMPLOYEE ASSISTANCE PROGRAM-CHARGE BACK FOR 6/1/04 THRU 5/31/05**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer of funds for the Employee Assistance Program-Chargeback for the period of 6/1/04 thru 5/31/05.

<b>ACCOUNT</b>	<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
Disaster Services	A406-F08	Y091-Y09	37.50
Public Defender	A406-G09	Y091-Y09	45.00
911 Fund	A006-E11	Y091-Y09	120.00
Bd. Of Elections	A403-A09	Y091-Y09	90.00
Juvenile Ct C-Cap	M060-M29	Y091-Y09	0.00
Juvenile Ct Restitution	M060-M64	Y091-Y09	0.00
Juvenile Ct Drug Ct Title II	M074-M01	Y091-Y09	0.00
Juvenile Ct Alternative School	M067-M05	Y091-Y09	0.00
Litter Control	H050-H15	Y091-Y09	30.00
Detention Home	S033-S47	Y091-Y09	270.00
County Recorder	S078-S14	Y091-Y09	15.00
Real Estate	J000-J06	Y091-Y09	0.00
Pros. Victim	W080-P07	Y091-Y09	15.00
Corrections Act	S277-S02	Y091-Y09	7.50
DRETAC-Treas.	W082-T07	Y091-Y09	0.00
Dog & Kennel	B100-B10	Y091-Y09	30.00
Soil Conservation	L001-L13	Y091-Y09	37.50
Park Health Center	H430-H14	Y091-Y09	825.00
County Health	E101-E12	Y091-Y09	127.50
Mental Health	S049-S63	Y091-Y09	37.50
Mental Retardation	S066-S79	Y091-Y09	885.00
Human Services	H300-H13	Y091-Y09	997.50
Child Support	H310-H08	Y091-Y09	105.00
K-1	K200-K10	Y091-Y09	7.50
K-2	K200-K10	Y091-Y09	0.00
K-11	K200-K24	Y091-Y09	225.00
K-25	K200-K37	Y091-Y09	75.00
Water/Sewer	Y090-Y14	Y091-Y09	202.50
WIC	T075-T52	Y091-Y09	75.00
Clerk of Courts	S079-S07	Y091-Y09	60.00
Oakview Juvenile	S230-S66	Y091-Y09	180.00
Aftercare Program	S028-S53	Y091-Y09	0.00
Western Court	S082-S14	Y091-Y09	7.50
Northern Court	S083-S14	Y091-Y09	7.50
Eastern Court	S084-S14	Y091-Y09	15.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**  
**FOR THE VARIOUS JUVENILE COURT FUNDS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 1, 2005.

**M-55 JUVENILE COURT C-CAP DONATED FUND**

M055-M09 Salaries	\$ 1,085.78
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**M-60 CARE & CUSTODY FUND**

M060-M25 Salaries C-Cap	2,235.48
M060-M60 Salaries/Rest.	979.40
M060-M71 Salaries/Drug Court	128.89
Total	\$3,343.77

**M-64 PLACEMENT FUND**

M064-M01 Salaries	2,000.00
M064-M02 PERS	500.00
M064-M04 Medicare	100.00
M064-M05 Placements	29,801.98
M064-M13 Transfers Out	6,000.00
Total	\$38,401.98

**M-74 TITLE II DRUG COURT FUND**

M074-M01 Salaries	650.55
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**M77 SUPREME COURT OF OHIO DRUG COURT FUND**

M077-M01 Salaries	1,009.86
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE HAZARD MITIGATION GRANT FUND/EMA**

Motion made by Mr. Probst, seconded by Mr. Longshaw 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 1, 2005.

**HAZARD MITIGATION GRANT FUND P95/EMA**

P095-P04 Transfer Out	\$11,391.00
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BCDJFS-CHILDREN SERVICES FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 1, 2005.

**BELMONT COUNTY DJFS-CHILDREN SERVICES FUND**

S017-S31 Other Expenses	\$98,400.00
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BEL-HARRISON JUVENILE DISTRICT DETENTION HOME-SARGUS FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw 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 1, 2005.

**Bel-Harrison Juvenile District Detention Home-Sargus Fund S033**

S033-S33 Salaries	\$29,284.58
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE COMMON PLEAS COURT GENERAL SPECIAL PROJECTS FUND S89**

Motion made by Mr. Probst, seconded by Mr. Longshaw 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 1, 2005.

**COMMON PLEAS COURT GENERAL SPECIAL PROJECTS FUND S89**

S089-S06 Salaries	\$2,520.00
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE FEMA FLOOD 2004 FUND T69/ENGINEER'S DEPARTMENT**

Motion made by Mr. Probst, seconded by Mr. Longshaw 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 1, 2005.

**FEMA FLOOD 2004 FUND T69/ENGINEER'S DEPARTMENT**

T069-T02 Engineer's Department Reimbursements	\$616,906.00
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE BEL-HARRISON  
JUVENILE DISTRICT BJA CONGRESS. MANDATED AWARD FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw 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 1, 2005.

**Bel-Harrison Juvenile District  
BJA Congress. Mandated Award Fund**

T025-T05 Personnel	\$12,000.00
T025-T06 Travel	300.00
T025-T08 Consultant	8,000.00
Total	\$20,300.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF REPAYMENT OF A CASH ADVANCE OF FUNDS  
FROM BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
H04 FLOOD DISASTER GRANT TO H00 PUBLIC ASSISTANCE FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following repayment of a cash advance of funds for the Belmont County Department of Job and Family Services

<b>FROM</b>	<b>TO</b>	<b>Amount</b>
H004-H10 Advances Out	H000-H10 Advances In	\$60,000.00

**REPAYMENT OF CASH ADVANCE DATED MAY 4, 2005**

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF CASH ADVANCE OF FUNDS  
FOR THE VARIOUS JUVENILE COURT FUNDS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following CASH ADVANCE of funds for the Juvenile Court as follows:

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
PLACEMENT SERVICES	C-CAP JUVENILE	
M064-M13 Transfers Out	M055-M08 Advances In	\$1,085.78
PLACEMENT SERVICES	CARE & CUSTODY C-CAP	
M064-M13 Transfers Out	M060-M08 Advances In	3,343.77
PLACEMENT SERVICES	TITLE II GRANT DRUG COURT	
M064-M13 Transfers Out	M074-M10 Advances In	650.55
PLACEMENT SERVICES	SUPREME CT FAMILY DRUG COURT	
M064-M13 Transfers Out	M077-M08 Advances In	1,009.86

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF GRANTING  
PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Probst, seconded by Mr. Longshaw granting permission for Cliff Sligar and Robyn Marshall, Belmont County 911, to travel to Worthington, Ohio on June 7-8, 2005 for a Deployment of Wireless E911. Estimated expenses: \$400.00.

Upon roll call the vote was follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to execute payment of Then and Now Certification dated May 25 and May 26, 2005 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. Thomas	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF APPROVING RENEWAL OF  
IV-D SERVICE CONTRACT WITH EAST OHIO REGIONAL HOSPITAL  
(EORH) ON BEHALF OF BELMONT COUNTY DEPARTMENT OF  
JOB AND FAMILY SERVICES**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the IV-D Service Contract with East Ohio Regional Hospital on behalf of the Belmont County Department of Job and Family Services. This contract is a renewal of an agreement that will allow for the collection of blood and saliva samples that are used in DNA testing to determine the paternity of children who are born out of wedlock. The contract will be effective from the 1<sup>st</sup> day of May 2005 through the 30<sup>th</sup> of April 2006.

*Note: The contract amount is the same as last year - a maximum total of \$6,500.00*

\$ 5,850.00	90% Federal funds
\$ 650.00	10% Local funds

**IV-D SERVICE CONTRACT**

Pursuant to Title IV-D of the Social Security Act, section 3125.13 and 3125.14 of the Ohio Revised Code, and rule 5101:12-10-45 and its supplemental rules of the Ohio Administrative Code promulgated by the Ohio Department of Job and Family Services, the Belmont County Child Support Enforcement Agency (hereinafter referred to as "CSEA") is authorized to enter into this contract with East Ohio Regional Hospital (hereinafter referred to as "Contractor") for the purchase of services on the 1st day of May, 2005.

This contract will be effective from the 1st day of May, 2005, through the 30th day of April, 2006, unless terminated according to the terms of paragraph 24 of this contract. In no case may the contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year pursuant to paragraph (A) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

This contract consists of this document, being the JFS 07018, and all attached forms as prescribed by paragraph (B) and (C) of rule 5101:12-10-45.2 of the Ohio Administrative Code which are incorporated and deemed to be a part of this contract as if fully written herein.

The CSEA and the Contractor certify that all contract deliverables, including all units of service as described in paragraph 5 of this contract, which are being purchased under this contract are units for which federal financial participation under 45 CFR part 304 is available.

Federal financial participation is available for the reimbursement of allowable IV-D activities in IV-D cases being administered by the CSEA. A IV-D case is initiated upon the filing of an application for IV-D services at the CSEA pursuant to ORC 3125.36 or upon the opening of a case in which an assignment of support payments is in effect.

No federal financial participation is available for the reimbursement of activities which have not been initiated by the CSEA except as described in paragraph (D) of rule 5101:12-10-45.2 of the Ohio Administrative Code and paragraph 23 of this contract.

The following shall be the terms of the contract:

1. Purchase of Services: Subject to terms and conditions set forth in this contract, the CSEA agrees to purchase and Contractor agrees to provide the specific unit of service as defined in paragraph 5 of this contract.
2. Purpose: The CSEA and Contractor agree to coordinate services as defined in paragraph 5 of this contract and to make all reasonable efforts to coordinate with other Contractors to establish a cooperative, comprehensive county plan for the effective enforcement of child support pursuant to section 3125.03 of the Ohio Revised Code. The CSEA and the Contractor agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
3. Contractor Certification - Finding for Recovery: The Contractor certifies that the Contractor is not subject to a finding for recovery under section 9.24 of the Ohio Revised Code or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the State of Ohio under that section.
4. Contractor Certification - Licenses: The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or practice law in Ohio have been obtained and are operative. If at any time during the contract period the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this contract.
5. Unit of Service: For purposes of this contract, a unit of service is defined as follows:

One hour of service by way of the Contractor's presence at a location determined by the CSEA to provide phlebotomy and buccal swab specimen collection samples for DNA paternity testing.

If the unit of service is defined as an hour, partial units may be expressed in fractions of an hour defined in increments of fifteen minutes for purposes of determining the number of billable hours for which FFP reimbursement may be available.

6. Contract Unit Cost and Billing Requirements

**A. Governmental Contracts**

1. Unit Rate: For contracts between a CSEA and a governmental contractor as defined in paragraph (B)(1) of rule 5101:12-10-45 of the Ohio Administrative Code and pursuant to calculations contained in the JFS 07020 "Child Support Governmental Contractor Budget" (attached) the unit rate for this contract has been budgeted at \$ per .
2. Total Budgeted Contract Cost: The total budgeted cost of this contract is calculated by multiplying the Unit Rate (<\$ unit rate>) as determined by the calculations on the JFS 07020 by the number of Units of Service (<# units of service>) which have been budgeted for purchase during the contract period for a total budgeted Contract Cost of \$<\$ contract ceiling>.
3. Billing: The governmental contractor shall submit the actual monthly expenses of the contract as recorded on the JFS 07034 and based upon the justified unit rate for each month as calculated on the JFS 07034 to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.

**B. Non-governmental Contracts**

1. Unit Rate: For contracts between a CSEA and a non-governmental contractor as defined in paragraph (B)(2) of rule 5101:12-10-45 of the Ohio Administrative Code, the unit of service shall be \$60.00 per hour as determined through the procurement process for this contract.
2. Total Projected Contract Cost: The total cost of this contract is calculated by multiplying the Unit Rate (60.00) as defined in paragraph (6)(B)(1) of this contract by the number of Units of Service (108.33 hours) which are anticipated to be purchased during the contract period for a total projected contract cost of \$6,500.00
3. Billing: The non-governmental contractor shall submit the actual monthly expenses of the contract to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.

7. Billing Requirements: In the event that the contractor neglects or refuses to submit an invoice to the CSEA for payment to the CSEA within the time frame provided in rule 5101:12-10-45.3(B)(1)(e) and (B)(2)(d) of the Ohio Administrative Code, the CSEA reserves the right to refuse payment of that invoice.

8. Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this contract, that it intends to maintain this contract 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 contract.

A. Payments for all services provided in accordance with the provisions of this contract are contingent upon availability of non-federal and federal matching funds pursuant to rule 5101:12-10-45 and its supplemental rules, as follows:

	Amount	Source
Non-Federal Matching Funds (10%)	650.00	Incentive
Federal Matching Funds (90%)	5,850.00	
Total Contract Price	6,500.00	

B. The CSEA warrants that the non-federal share is not provided from any source which is prohibited by state or federal law or by rule 5101:12-10-45.1 (G) of the Ohio Administrative Code.

9. Contract Performance Standards

A. Federally Mandated Performance Standards

1. Location Performance Standards

- a) 45 CFR 303.3(b)(3) Within no more than 75 calendar days of determining that location is necessary, a CSEA must access all appropriate locate sources and ensure that locate information is sufficient to take next action.
- b) 45 CFR 303.3(b)(5) A CSEA must repeat location attempts at least quarterly or immediately upon receipt of new information.
- c) 45 CFR 303.3(b)(4) A CSEA must refer appropriate cases to the IV-D agency of another state in accordance with the requirements of 45 CFR 303.7.

2. Establishment of Support Performance Standards

- a) 45 CFR 303.4(b) and Chapter 3119 of the Ohio Revised Code A CSEA must use appropriate state statutes and legal processes to establish a support obligation, including the use of the Ohio Child Support Guidelines.
- b) 45 CFR 303.4(d) A CSEA must establish an order for support or complete service of process within 90 calendar days of locating absent parent.
- c) 45 CFR 303.4(e) If a court or magistrate dismisses a petition for support without prejudice, the CSEA must then examine the reasons for dismissal and determine when it can seek an order in the future and do so.

3. Establishment of Paternity Performance Standards

- a) 45 CFR 303.5(a) CSEAs must provide an alleged father the opportunity to voluntarily acknowledge paternity in accordance with §302.70(a)(5)(iii) and attempt to establish paternity by legal process established under State law.

4. Enforcement of Support Performance Standards

- a. 45 CFR 303.6(c)(1) and (2) Initiate income withholding or other appropriate enforcement action unless service of process is necessary within no more than 30 calendar days of identifying a delinquency. If service is necessary, the timeframe becomes 60 calendar days from the delinquency or support related non-compliance.
- b. 45 CFR 303.6(c)(4) When enforcement attempts fail, determine why and re-attempt the enforcement action in the future.

5. Interstate Case Performance Standards

- a) 45 CFR 303.7(b)(1) A CSEA must use the long arm authority of Chapter 3115 of the Ohio Revised Code to establish paternity whenever appropriate.
- b) 45 CFR 303.7(b)(2) Within 20 calendar days of determining that an absent parent is in another state and the receipt of necessary information, the CSEA must send an interstate petition to the responding state's Interstate Central Registry.
- c) 45 CFR 303.7(b)(3) The CSEA must provide the responding state with sufficient and accurate information by submitting the mandated federally approved interstate forms and any necessary documentation.
- d) 45 CFR 303.7(b)(4) The CSEA must provide the IV-D agency or Interstate Central Registry in the responding state with any additional requested information or advise when the information will be provided within 30 calendar days of receipt of the request.
- e) 45 CFR 303.7(b)(5) The CSEA must notify the IV-D agency in the responding state within 10 working days of receipt of new information on the case and send a request for review of a child support order to another state within 20 calendar days of receipt of the necessary information.
- f) 45 CFR 303.7(c)(4) The CSEA must process an interstate petition to the extent possible or provide location services if required within 75 calendar days of receipt of the petition from the Interstate Central Registry (ICR).
- g) 45 CFR 303.7(c)(5) The CSEA must forward an interstate petition to the correct jurisdiction and notify the ICR within 10 working days of locating an absent parent in a different Ohio county.
- h) 45 CFR 303.7(c)(6) A CSEA must either return an interstate petition to the initiating state or forward the petition to the correct state, if requested by the initiating state, within 10 working days of locating the absent parent in another state.

6. Review and Adjustment Performance Standards

- a) 45 CFR 303.8(e) The CSEA must conduct a review of the order and adjust the order or determine that the order should not be adjusted within 180 calendar days of receiving a request for review or locating the absent parent.

7. Requirements for Cooperative Arrangements

- a) 45 CFR 303.107(c) All parties to this contract certify that all activities conducted pursuant to this contract shall be performed in full compliance with all requirements of Title IV-D and with regulations in 45 CFR Part 300, and any other applicable regulations and requirements.

B. Required Individual Contract Performance Standards

Required performance standards specific to this contract and developed pursuant to rule 5101:12-10-45.2(E) of the Ohio Administrative Code are stated as follows:

- A. Have a technician available on dates and times scheduled by the CSEA.
- B. Draw and collect specimens utilizing techniques with universal precautions.
- C. Label specimens according to CSEA procedures.
- D. Bill by the 10<sup>th</sup> of each month.

10. Independent Contractors: The Contractor and its agents, employees, and subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.

11. 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, or their designees.

12. Availability and Retention of Records: Contractors shall maintain and preserve all financial and eligibility determination records related to this contract, 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.

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. Responsibility of Audit Exceptions: The Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state or federal audit directly related to the provisions of this contract.

15. 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 in accordance with section 3125.08 of the Ohio Revised Code and rule 5101:1-29-07.1 of the Ohio Administrative Code. This includes, to the extent applicable, "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, (HIPPA) ; 42 U.S.C. § 1320d through 1320d-8 and implementing regulations at 45 CFR 164.502(e) and 45 CFR 164.504(e)

16. 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 veteran status. The Contractor 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 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.

17. Civil Rights: In accordance with rule 9101 through 9101.6 of the Ohio Administrative Procedures Manual and rule 5101:9-2-01 of the Ohio Administrative Code, the contractor certifies the following:

That no person or persons shall be excluded from participation in, or denied the benefit of any service provided under the terms of this contract on the grounds of race, color, national origin, disability, age, gender, or religion.

That it will advise all persons who participate in or benefit from any services provided under the terms of this contract of the availability of an interpreter, if needed; and

That it will advise all persons who participate in or benefit from any service provided under the terms of this contract, of their right to file a complaint if they feel they have been discriminated against in county agency administered programs, on the basis of race, color, national origin, disability, age, gender, sexual orientation or religion.

That it will also advise all persons who participate in or benefit from any service provided under the terms of this contract of the name, title, and location of the person responsible for receiving the complaint.

18. ADA Compliance: The Contractor hereby certifies that it is in full compliance with all statutes and regulations pertaining to the Americans with Disabilities Act of 1990 and with section 504 of the Rehabilitation Act of 1973.

19. Indemnity and Insurance (when applicable):

- A. Indemnity: The Contractor agrees that it will at all times during the existence of this contract indemnify and hold 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 Ohio 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 individuals against reasonable foreseeable torts which could cause injury or death.

20. Monitoring and Evaluation: The CSEA and the Contractor will monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which services described in the contract are being achieved pursuant to form JFS 02151 and paragraph (B) of rule 5101:12-10-45.6 of the Ohio Administrative Code.

21. Accessibility of Program to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access to the program by providing services between the hours of 8:00 A.M. and 5:00 P.M. on the following days usually but not limited to Wednesdays and sometimes outside those hours with the exception of holidays as listed herein: New Year's, Martin Luther King Day, Presidents' Day, Memorial Day, July 4<sup>th</sup>, Columbus Day, Veterans' Day, Thanksgiving, and Christmas.

22. Amendment of Contract: No deletions or changes to the language of this contract will be permitted either through the proposed addenda to this contract or through any other method including amendment without the prior written approval of the Office of Child Support (OCS). Only sections which contain areas for which data is to be inserted, including the effective date of the contract, unit of service, number of units, unit rate, contract cost, performance standards, the availability of funds or the hours of service may be amended without the prior written approval of OCS. These sections may be amended at any time by a written amendment signed by all parties and submitted to ODJFS in the manner required by paragraph (F) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

23. Optional Purchase of non-CSEA Initiated Court Hearings: A CSEA and a court in a contract for magistrate services may choose to contract for additional hearing time for the purpose of purchasing hearings which are not initiated by a CSEA as defined in paragraph (C)(4)(c) of rule 5101:12-10-45 of the Ohio Administrative Code. If this option is utilized, all requirements of paragraph (D) of rule 5101:12-10-45.2 apply. The authorized representative of the CSEA and the authorized representative of the court who have signed this contract shall each signify their decision to utilize this option by placing their initials on the lines below:

\_\_\_\_\_  
Initials of CSEA authorized representative

\_\_\_\_\_  
Initials of court authorized representative

24. 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 Contractor 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 contract, the Contractor may terminate the contract by providing the CSEA with written notice thirty days in advance of the termination date.

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

D. Notwithstanding Sections (A) and (B) of this paragraph if the federal and/or non-federal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this contract as determined by the CSEA, the CSEA may terminate this contract. Such termination is not subject to advance written notice but will be effective on the date federal and/or non-federal 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 paragraph, the CSEA may terminate this contract immediately upon delivery of written notice to the Contractor if the CSEA has discovered any illegal conduct on the part of the Contractor.

F. In the event that the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio pursuant to paragraph four of this contract, all obligations under this contract shall immediately terminate and the Contractor will immediately cease the performance of any obligations under this contract.

G. In the event of termination under this paragraph, 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 paragraph six of this contract 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.

<u>Dwayne Pielech /s/</u>	<u>5/18/05</u>
Authorized CSEA Representative Signature	Date
Dwayne Pielech, Director	Belmont
Name of CSEA Representative	Name of County
<u>Anne E. Hellstern /s/</u>	<u>5/22/05</u>
Authorized Contractor Representative's Signature	Date

<u>90 N. 4<sup>th</sup> St.</u>	
Contractor's Street Address	
<u>Martins Ferry, Ohio 43935</u>	
Contractor's City, State, Zip	
<u>Charles R. Probst, Jr.</u>	<u>6/1/05</u>
County Commissioners Signature	Date
<u>Gordie W. Longshaw /s/</u>	<u>6/1/05</u>
County Commissioners Signature	Date
<u>Chris Berhalter /s/</u>	<u>5/25/05</u>
Prosecutor's signature, if required by County Commissioners	Date

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF LIQUOR PERMIT FOR RIESBECK FOOD MARKET INC., DBA RIESBECK'S, PEASE TOWNSHIP, BRIDGEPORT, OH**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following request for a Liquor Permit and advise the Ohio Department of Liquor Control that the board does not request a hearing on this matter.

*Note: This is for a C1 permit Beer only in original sealed containers for carry out only until one a.m. and a C2 permit for wine and certain prepackaged mixed drinks in sealed containers for carry out only until one a.m.*

**LIQUOR PERMIT**

The Board this day approved one C1, C2 permit for Riesbeck Food Market, Inc. DBA Riesbeck's, 56104 National Rd., Suite 100, Pease Township, Bridgeport, OH 43912 and the Clerk is hereby authorized and directed to sign the form and return it to the Ohio Department of Liquor Control, Reynoldsburg, OH 43068.

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

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF APPROVING  
AGREEMENT AND ADDENDUM BETWEEN  
BELMONT COUNTY SANITARY SEWER DISTRICT  
AND VILLAGE OF MORRISTOWN**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the agreement and addendum on behalf of the Belmont County Sanitary Sewer District with the Village of Morristown whereas the Commission and Village agree that the portion of gravity sewer line south of US Route 40, Union Township will be paid for by the Commissioners to serve the undeveloped area at an estimate cost of \$60,000.00 (sixty thousand dollars) that may effectively create commercial and/or residential development to the area.

*Note: The original agreement was entered into March 2, 2005 for the transport and treatment of the Village's wastewater.*

**AGREEMENT AND ADDENDUM  
BETWEEN BELMONT COUNTY SANITARY SEWER DISTRICT  
AND VILLAGE OF MORRISTOWN**

This addendum made and entered into the 1st day of June, 2005 between the Belmont County Commissioners, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950, a political subdivision of the State of Ohio hereinafter referred to as the Commission and the Village of Morristown, P.O. Box 224, Morristown, Ohio 43759, a political subdivision of the State of Ohio, hereinafter referred to as the Village.

WHEREAS, the Belmont County Sanitary Sewer District #2, a political subdivision of the State of Ohio, and the Village of Morristown entered into an agreement on the 2<sup>nd</sup> day of March, 2005, for the transport and treatment of the Village's wastewater, and;

WHEREAS, the Village has designed, bid and awarded a construction agreement to build a wastewater collection system, and;

WHEREAS, a portion of the system, being a gravity sewer line, would extend through vacant land situated south of U.S. Route 40 to a District pump station for further transporting of the Village's wastewater to the District's treatment plant, and;

WHEREAS, the portion of the gravity sewer line through said lands would create an undue hardship on the residents of the Village by an increased cost of construction and increased monthly sewer users fee to the residents of the Village;

THEREFORE, the Commission and Village agree that the portion of gravity sewer line south of U.S. Route 40, Union Township, will be paid for by the Commissioners to serve the undeveloped area at an estimated cost of \$60,000.00 (Sixty thousand dollars) that may effectively create commercial and/ or residential development to the area.

This Agreement and Addendum is executed by the Board of Commissioners of Belmont County, Ohio, pursuant to a Resolution duly adopted at the meeting held on the 1st day of June, 2005 and is likewise executed by the Mayor of the Village of Morristown for and on behalf of the Village, pursuant to a Resolution duly adopted at a meeting on the \_\_\_\_\_day of \_\_\_\_\_, 2005.

BELMONT COUNTY COMMISSIONERS

Darlene Pempek /s/

Witness

Mae Whiteley /s/

Witness

\_\_\_\_\_

Witness

\_\_\_\_\_

Witness

\_\_\_\_\_

Mark A. Thomas, President

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr.

Gordie W. Longshaw /s/

Gordie W. Longshaw

VILLAGE OF MORRISTOWN

Robert Thomas /s/

Robert Thomas, Mayor

Approved as to form:

David K. Liberati /s/

David K. Liberati

Belmont County Assistant Prosecutor

Edward Sustersic /s/

Edward Sustersic

Village of Morristown Solicitor

\_\_\_\_\_

Date

\_\_\_\_\_

Date

Upon roll call the vote was as follows:

Mr. Probst      Yes  
Mr. Longshaw    Yes  
Mr. Thomas      Absent

**IN THE MATTER OF SIGNING AND SUBMITTING  
GRANT APPLICATION FOR VOCA/SVAA FUNDS  
FOR PROSECUTOR'S VICTIM ASSISTANCE PROGRAM**

Motion made by Mr. Probst, seconded by Mr. Longshaw to sign and submit the grant application for VOCA/SVAA funds for Fiscal Year 2005- 2006 for the Belmont County Prosecutor's Victim Assistance Program.

*Note: If approved the grant award would be in the total amount of \$53,505.00*

*\$40,210.00 VOCA funds*

*\$13,295.00 Project Match*

Upon roll call the vote was as follows:

Mr. Probst      Yes  
Mr. Longshaw    Yes  
Mr. Thomas      Absent

**IN THE MATTER OF A RESOLUTION TO ADOPT THE COMMUNITY HOUSING IMPROVEMENT STRATEGY UPDATE AS PREPARED BY CHRISTOPHER WOJNO, AICP, UNDER THE OHIO DEPARTMENT OF DEVELOPMENT'S COMMUNITY HOUSING IMPROVEMENT PROGRAM**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adopt the Resolution adopting the Community Housing Improvement Strategy Update as prepared by Christopher Wojno, AICP, under the Ohio Department of Development's Community Housing Improvement Program.

**A RESOLUTION TO ADOPT THE COMMUNITY HOUSING IMPROVEMENT STRATEGY UPDATE AS PREPARED BY CHRISTOPHER WOJNO, AICP, UNDER THE OHIO DEPARTMENT OF DEVELOPMENT'S COMMUNITY HOUSING IMPROVEMENT PROGRAM**

Whereas, the Belmont County Commissioners are required to update their Community Housing Improvement Strategy every five (5) years in order to be eligible to apply for CDBG CHIP funds and;

Whereas, The County has contracted with Christopher Wojno to obtain local input and prepare the County's update for the period of April 26, 2005 to August 31, 2009;

Be It Resolved, that the County Commission hereby agrees to adopt the Community Housing Improvement Strategy as prepared by Christopher Wojno, AICP, and approved by the Ohio Department of Development.

Passed at the meeting of the Belmont County Commissioners on this 1<sup>st</sup> day of June, 2005 by the affirmative vote of 2 members of the Commission.

BY: Charles R. Probst, Jr. /s/  
Charles R. Probst, Jr., Vice-President  
Belmont County Commission

Attested by: Darlene Pempek /s/  
Darlene Pempek, Clerk

Date: June 1, 2005

Upon roll call the vote was as follows:

Mr. Probst      Yes  
Mr. Longshaw   Yes  
Mr. Thomas     Absent

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 25, 2005.

Upon roll call the vote was as follows:

Mr. Probst      Yes  
Mr. Longshaw   Yes  
Mr. Thomas     Absent

**IN THE MATTER OF BID OPENING FOR PROJECT 18-3 WAYNE TOWNSHIP RESURFACING/ENGINEER'S**

**BID OPENING HELD AT 3:15 P.M.**

This being the day and 11:00 A.M. being the hour that bids were to be on file in the Commissioner's Office for Project 18-3, Wayne Township Resurfacing, for the Belmont County Engineer's Department, they proceeded to open the following bids:

<b>COMPANY</b>	<b>BID BOND</b>	<b>AMOUNT</b>
Lash Excavating & Paving P.O. Box 296, Colerain, OH 43916	X	\$64,670.70
Shelly & Sands, Inc. P.O. Box 66, Rayland, OH 43943	X	\$63,998.25

Present for the bid opening were Fred Bennett, County Engineer; "Pug" Adams, Lash Excavating & Paving; Eric Ayres, Times Leader; and Al Molnar, Intelligencer.

Motion made by Mr. Probst, seconded by Mr. Longshaw to turn over all bids received for the Belmont County Engineer Project 18-3 Wayne Township Resurfacing Project to Fred Bennett, Belmont County Engineer, for review and recommendation.

*Note: This project is for the resurfacing of County Highways - 1.00 mile of Wayne Township 34 (Shry Road). This project will be funded by Ohio Public Works and the township. Estimated cost \$58,760.00*

Upon roll call the vote was as follows:

Mr. Probst      Yes  
Mr. Longshaw   Yes  
Mr. Thomas     Absent

**DISCUSSION HELD-**

County Engineer Fred Bennett reported on the progress of repairs to Belmont County roads as a result of the heavy rains and flooding from September 2004 and January 2005. He stated there are a total of 141 different sites including 71 from January 2005 and 70 from September 2004. So far, the estimated cost of repairs for FEMA road projects approved for September exceeds \$4.5 million and another \$3.9 million from the January rains and flooding. Approximately 10 of them have been completed and 11 more are under contract. "We've got a lot of work to do in the next two to three years," said Bennett.

Seventy-five percent of the costs for the FEMA projects will be reimbursed by the agency. The Ohio EMA will provide another 12.5 percent, and the county will be responsible for remaining 12.5 percent of the costs. Those 141 sites do not include damaged areas on several additional Belmont County roads that are being repaired by Ohio Department of Transportation. Repairs to county roads considered to be federal aid highways are being completed as state projects that are fully funded by the federal government. The county engineer's office has been busy juggling damage repairs with the regular summer work schedule.

**IN THE MATTER OF BID OPENING  
FOR PROJECT 05-5 APPLYING LIQUID BITUMINOUS/ENGINEER'S**

**BID OPENING HELD AT 3:30 P.M.**

This being the day and 11:15 A.M. being the hour that bids were to be on file in the Commissioner's Office for Project 05-5, Furnishing and Applying Liquid Bituminous Material for dust control on various county highways, for the Belmont County Engineer's Department, they proceeded to open the following bids:

<b>COMPANY</b>	<b>BID BOND</b>	<b>AMOUNT</b>
Lash Excavating & Paving P.O. Box 296, Colerain, OH 43916	X	\$170,300.00

Present for the bid opening were Fred Bennett, County Engineer; "Pug" Adams, Lash Excavating & Paving; Eric Ayres, Times Leader; and Al Molnar, Intelligencer.

Motion made by Mr. Probst, seconded by Mr. Longshaw to turn over all bids received for the Belmont County Engineer Project 05-5, Applying Liquid Bituminous Material, to Fred Bennett, Belmont County Engineer, for review and recommendation.

*Note: Estimated costs \$225,000-Funding Source MVGT*

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF BID OPENING  
FOR BELMONT COUNTY EMERGENCY OPERATIONS CENTER  
EXPANSION PROJECT/EMA**

**BID OPENING HELD AT 3:45 P.M.**

This being the day and 1:00 P.M. being the hour that bids were to be on file in the Commissioners' Office for the construction of a new 4056 square foot slab on grade, masonry & wood-framed building for the Belmont County Emergency Operations Center, they proceeded to open the following bids:

<b>COMPANY</b>	<b>BID BOND</b>	<b>AMOUNT</b>
<b>General Trades-Contract A</b> COLAIANNI CONSTRUCTION 2141 SR 150, DILLONVALE, OH 43917	X	\$299,000.00
WALTERS CONSTRUCTION, INC. 600 FULTON ST., WHEELING, WV 26003	X	\$347,000.00
BEDWAY DEVELOPMENT CORP. PANCOAST RD., BELMONT, OH 43718	X	\$287,000.00

<b>Mechanical Trades-Contract B</b> A.E. PELLEY PLUMBING & HEATING 176 17 <sup>TH</sup> ST., WHEELING, WV 26003	X	\$52,400.00
H.E. NEUMANN P.O. BOX 6208, WHEELING, WV 26003	X	\$60,400.00
JOHNSON BOILER WORKS, INC. 53 MARSHALL ST., BENWOOD, WV 26031	X	\$45,400.00
MOUNTAIN AIRE HEATING & AIR CONDITIONING 700 MARKET ST., WHEELING, WV 26003	X	\$38,925.00

<b>Electric-Contract C</b> DAVISON ELECTRIC 305 NORTH 1 <sup>ST</sup> STREET, MARTINS FERRY, OH 43935	X	\$52,167.00-ADDENDUM #1 \$23,333.00
ERB ELECTRIC COMPANY 500 HALL ST., BRIDGEPORT, OH 43912	X	\$50,982.00-ADDENDUM #1 \$26,902.00

<b>Contract D (Combined A,B,C)</b> BEDWAY DEVELOPMENT CORP. PANCOAST RD., BELMONT, OH 43718	X	\$388,500.00
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Present for the bid opening were Dick Quinlin, EMA Coordinator, Dave Ivan, Assistant Coordinator, Eric Ayres, Times Leader and Al Molnar, Intelligencer.

Motion made by Mr. Probst, seconded by Mr. Longshaw to turn over all bids received for the Belmont County Emergency Services Expansion Project (construction of a 4056 sq. ft. slab-on-grade, masonry and wood-framed building) to Larry Siebieda, Architect for review and recommendation.

*Note: This project is being funded through partnerships with FEMA/OEMS and county funds. Total project cost is \$341,628.00 – Belmont County has been awarded a grant through the Ohio EMA in the amount of \$136,651.00 – the balance will be paid from the county's Capital Project Reserve Fund.*

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS' MEETING AT 4:57 P.M.**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adjourn the meeting at 4:57 P.M.  
Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

Read, approved and signed this 8th day of June A.D., 2005.

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

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We, **Charles R. Probst, Jr.** and Darlene Pempek, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

\_\_\_\_\_ VICE-PRESIDENT

\_\_\_\_\_ CLERK