

July 28, 2004

St. Clairsville, Ohio

July 28, 2004

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

EVENING MEETING HELD AT COURTHOUSE

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-J. Mark Costine, Judge	Reimburse mileage for Drug Court mtg/Juv Court-General	95.00
David Carter	Reimburse mileage for Drug Court mtg/Juvenile Court-General	105.75
Ohio AFSCME Care Plan	Dental & Drug coverage-General	333.00
G-Belmont County Tourism Council	August operating expenses-Lodging Excise Tax	20,000.00
K-Lash Excavating & Paving	Applying liquid material-Engineer's MVGT	12,090.50
N-National City Bank	Loan roll & principal-Engineer's Building Construction	1,280,000.00
National City Bank	Interest-Engineer's Building Construction	18,816.00
Green & Associates	SSD#2 Force Main-Belmont County Sanitary Sewer	10,000.00
P-Safety Services, Inc.	CERT Kits-EMA	321.20
WalMart	Misc. CERT supplies-EMA	59.76
Uwanta Linen Supply	Rug services/Eastern Satellite	13.54
P-American Electric Power	Service/WW#1-Sanitary Sewer District	168.08
S-Belmont Senior Services	July 2004/2 nd billing-In Home Care Levy	34,461.90
Belmont Senior Services	June 2004/9 th billing-In Home Care Levy	357.70
Belmont Senior Services	June 2004/8 th billing-In Home Care Levy	5,495.35
Belmont Senior Services	June 2004/7 th billing-In Home Care Levy	1,631.00
Belmont Senior Services	July 2004/3 rd billing-In Home Care Levy	2,835.06
Comcast	Internet services July 2004-Western Division Court	155.00
Express Graphics	Envelopes-Western Division Court	605.69
West Group	Revised Code Internet June '04-Western Division Court	334.10
Comcast	Internet service-Clerk of Courts Computer	192.99
Kristi Lipscomb	Court Reporter fee-Western Court General Special Projects	75.00
Beth Andes, MS,LPCC	Contract services-District Detention Home	875.00
Nancy Solar	Supplies/GS-District Detention Home	28.00
Securicom, LTD	Contract repairs-District Detention Home	546.50

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 July 28, 2004 as follow:

FUND	AMOUNT
GENERAL	\$9,505.59, \$14,212.97
GENERAL/ATTORNEY FEES	\$31,817.29
GENERAL/EMA	\$1,276.27
GENERAL/9-1-1	\$1,148.86
GENERAL/MARTINS FERRY BUILDING	\$726.26
GENERAL/SHERIFF'S	\$1,567.98, \$4,164.61, \$1,640.00
GENERAL/INDIGENT BURIALS	\$1,500.00
B-DOG KENNEL	\$466.31
C-INDIGENT GUARDIANSHIP	\$1,553.26
E-9-1-1	\$78.00
H-BCDJFS/PA	\$7,723.44, \$4,983.00
BCDJFS/WORKFORCE INVESTMENT ACT	\$3,604.97
COUNTY HOMES	\$63,948.39
K-ENGINEER'S MVGT	\$14,898.66, \$298.32
P-OAKVIEW ADMIN BUILDING	\$712.78
SANITARY SEWER DISTRICT	\$8,149.21, \$4,489.09, \$70,033.15, \$10,141.91
S-OAKVIEW JUVENILE REHAB	\$16,014.40
CERTIFICATE OF TITLE ADMIN	\$277.21
SHERIFF'S COMMISSARY	\$1,326.87
T-DISLOCATED COAL MINER GRANT	\$702.70
W-DRETAC/TREASURER	\$4,669.47
VICTIM ASSISTANCE	\$226.59

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

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

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

BELMONT COUNTY GENERAL FUND/SHERIFF'S DEPARTMENT

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
A106-A03 Food	A006-A12 Travel/Gasoline	\$5,500.00

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BELMONT COUNTY RECYCLING & LITTER CONTROL FUND H50

FROM	TO	AMOUNT
H050-H05 Contract Services	H050-H05 Insurance	\$300.00

VARIOUS JUVENILE COURT FUNDS

FROM	TO	AMOUNT
PLACEMENT SERVICES		
M064-M05 Placements	M064-M01 Salaries	\$890.16
ALTERNATIVE SCHOOL		
M067-M12 Transfers Out	M067-M01 Salaries	\$2,295.13

M55 CCAP JUVENILE COURT FUND

FROM	TO	AMOUNT
M055-M09 Salaries	M055-M12 PERS	\$129.85

THE BELMONT COUNTY SANITARY SEWER DISTRICT

FROM	TO	AMOUNT
SSD #1	SSD#1	
P051P16 Transfers	P051PP13 PERS	5,000.00
SSD#2	SSD#2	
P053P15 Other Expenses	P053P07 Services	10,000.00
TOTAL		\$15,000.00

MONTHLY TRANSFER OF FUNDS FOR BELMONT COUNTY SANITARY SEWER

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

FROM	TO	AMOUNT
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	177.82
P003-P20 LABOR	Y090-Y04 LABOR	0.00
P003-P21 MATERIALS	Y090-Y05 MATERIALS	5,115.83
P003-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	11.25
P003-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	695.95
P003-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	.00
P003-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	49,465.79
P003-P27 ADV & PRINTING	Y090-Y04 ADV & PRINTING	0.00
P003-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	43.00
P003-P29 PERS	Y090-Y12 PERS	1,879.48
P003-P30 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P003-P31 OTHER EXPENSES	Y090-Y14 OTHER EXPENSES	1,126.42
P003-P32 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	0.00
P003-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		58,515.54
P005-P18 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P005-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	343.64
P005-P21 MATERIALS	Y090-Y05 MATERIALS	18,999.17
P005-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	594.43
P005-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	28,063.11
P005-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	11,576.00
P005-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	978.23
P005-P27 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P005-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	82.70
P005-P29 PERS	Y090-Y12 PERS	6,208.07
P005-P30 WORKERS' COMP	Y090-Y13 WORKERS'COMP	0.00
P005-P31 OTHER EXP.	Y090-Y14 OTHER EXP.	3,330.70
P005-P34 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	3,494.29
P005-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		73,670.34
P051-P02 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P051-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P051-P05 MATERIALS	Y090-Y05 MATERIALS	754.18
P051-P06 CONTRACT REP.	Y090-Y06 CONTRACT REP.	654.75
P051-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	334.06
P051-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P051-P09 SEWAGE DIS.	Y090-Y08 SEWAGE DIS.	14,275.05
P051-P11 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P051-P12 TRAVEL & EXP	Y090-Y11 TRAVEL & EXP	18.03
P051-P13 PERS	Y090-Y12 PERS	683.50
P051-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P051-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	641.66
P051-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	0.00
P051-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		17,361.23
P053-P02 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P053-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	2,121.68
PO53-P05 MATERIALS	Y090-Y05 MATERIALS	900.82
P053-P06 CONTRACT REP.	Y090-Y06 CONTRACT REPAIRS	2.55
P053-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	4,910.27
P053-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P053-P09 SEWAGE DIS.	Y090-Y09 SEWAGE DIS.	21,773.06
P053-P11 ADVER.&PRINTING	Y090-Y10 ADVER.&PRINTING	0.00
P053-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP	10.02
P053-P13 PERS	Y090-Y12 PERS	1,946.86
P053-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P053-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	770.47
P053-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	0.00
P053-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		32,435.73
P055-P02 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P055-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00

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P055-P05 MATERIALS	Y090-Y05 MATERIALS	69.99
P055-P06 CONTRACT REPAIRS	Y090-Y06 CONTRACT REPAIRS	0.00
P055-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	930.18
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	172.51
P055-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P055-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	87.05
P055-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		1,259.73
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	34.01
P056-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P056-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	32.24
P056-P16 TRANSFERS OUT	Y090-Y14 TRANSFERS OUT	0.00
P056-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		66.25

THE OAKVIEW JUVENILE REHABILITATION DISTRICT FUND-S30

FROM	TO	AMOUNT
S330-S65 Unemployment	S230-S66 Hospitalization	\$27.80
S430-S66 Medicare	S230-S66 Hospitalization	535.42
S030-S62 Printing	S230-S66 Hospitalization	85.49
S030-S63 General & Other	S230-S66 Hospitalization	49.00
S030-S64 Equipment	S230-S66 Hospitalization	41.64
S030-S56 Motor Vehicle	S230-S66 Hospitalization	156.14
S030-S56 Motor Vehicle	S030-S66 PERS	289.61
S030-S54 Food	S030-S66 PERS	402.00
S030-S01 Salaries	S230-S66 Hospitalization	200.00
S030-S01 Salaries	S030-S66 PERS	1,222.63
S030-S01 Salaries	S030-S52 Contract Services	387.00
S030-S01 Salaries	S030-S53 Medical	1,453.51
S030-S01 Salaries	S030-S55 Supplies	5,033.00
S030-S01 Salaries	S030-S57 Travel	111.00
S030-S01 Salaries	S030-S58 Communications	2,629.00
S030-S01 Salaries	S030-S59 Utilities	7,701.00
S030-S01 Salaries	S030-S60 Maint/Repairs	413.00

RECORDER'S SUPPLEMENTAL EQUIPMENT FUND S78

FROM	TO	AMOUNT
S078-S05 Equipment	S078-S14 Hospitalization	\$800.00

COMMON PLEAS COURT COMMUNITY BASED

CORRECTIONS ACT GRANT FUND S77

FROM	TO	AMOUNT
S377-S02 Workers Comp	S077-S01 Salaries	\$84.32

**MEDICAL LIFE INSURANCE CHARGEBACKS FOR
FIRST QUARTER PERIOD: JUNE JULY AUGUST 2004**

Transfer From		Transfer To	Amount
A002-H05	CTY CT PROBATION	YO91-Y05	9.90
A406-G09	PUBLIC DEFENDER	YO91-Y05	59.40
A403-A09	BD. OF ELECTIONS	YO91-Y05	75.93
H050-H15	LITTER CONTROL	YO91-Y05	19.80
B100-B10	DOG & KENNEL	YO91-Y05	39.60
S033-S47	D.D.HOME	YO91-Y05	207.90
S036-S11	GENDER SPECIFIC	YO91-Y05	0.00
S084-S14	EASTERN COURT COMP	YO91-Y05	9.90
S083-S14	NORTHERN COURT COMP.	YO91-Y05	9.90
S082-S14	WESTERN COURT COMP	YO91-Y05	9.90
H43-H14	COUNTY HOME	YO91-Y05	977.92
J000-J06	REAL ESTATE ASSESS	YO91-Y05	16.50
K200-K10	ENGINEER K-1 & K-2	YO91-Y05	6.63
K200-K24	ENGINEER K-11	YO91-Y05	295.38
K200-K37	ENGINEER K-25	YO91-Y05	85.83
Y090-Y14	WATER/SEWER	YO91-Y05	257.40
L001-L13	SOIL CONSERVATION	YO91-Y05	39.60
S079-S07	CLERK OF COURTS/TITLE	YO91-Y05	79.20
S230-S66	OAKVIEW JUVENILE	YO91-Y05	62.70
S230-S16	OAKVIEW 1ST SET (7/29/04)	YO91-Y05	26.40
S028-S53	OAKVIEW AFTERCARE	YO91-Y05	9.90
H300-H13	DJFS	YO91-Y05	1,326.60
H310-H08	CHILD SUPPORT	YO91-Y05	135.30
E101-E12	COUNTY HEALTH	YO91-Y05	118.80
T075-T52	W.I.C. PROGRAM	YO91-Y05	39.60
S049-S63	MENTAL HEALTH	YO91-Y05	49.50
W080-P07	VICTIMS ASSISTANCE	YO91-Y05	9.90
S277-S02	COMMUNITY GRANT	YO91-Y05	9.90
S078-S14	RECORDER	YO91-Y05	13.20
M060-M29	JUVENILE COURT GRT	YO91-Y05	9.90
M060-M64	JUVENILE COURT GRT	YO91-Y05	19.80
M067-M05	JUVENILE COURT GRT	YO91-Y05	19.80
M074-M01	JUVENILE COURT GRT	YO91-Y05	19.80
	Total amount this transfer		4,071.79

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND

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

**GENERAL FUND
COMMON PLEAS COURT/ MAGISTRATE**

A002-B25 Salaries	\$ 3,140.66
A002-B30 Other Expenses	\$ 1,845.41
A002-B27 Equipment	\$ 500.00
A002-B38 PERS	\$ 1,408.61

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

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

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

General Fund

COMMON PLEAS COURT

A002-B08 Witness Fees	\$ 500.00
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Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND

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

GENERAL FUND

A001-A10 Professional Services	\$ 4,000.00
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Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT COUNTY G50 LODGING EXCISE TAX FUND

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of January 2, 2004.

G050 Lodging and Excise Tax Fund

G050-G01 Convention and Visitors Bureau	\$ 100,000.00
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Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE S00 COMMISSARY FUND/ SHERIFF OFFICE

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

S00 COMMISSARY FUND/ SHERIFF OFFICE

S000-S01 Supplies	\$ \$3,370.88
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Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE S89 BELMONT COUNTY COMMON PLEAS SPECIAL PROJECT FUND

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

S89 BELMONT COUNTY COMMON PLEAS SPECIAL PROJECT FUND

S089-S01 Other Expenses	\$2,220.00
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Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

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

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

S33

BELMONT HARRISON JUVENILE DISTRICT DETENTION FUND

S033-S33 Salaries	\$ 35,004.80
S033-S34 Supplies	\$ 5,000.00
S233-S34 Food Service	\$ 4,000.00
S033-S44 P.E.R.S.	\$ 4,000.00
S033-S47 Hospitalization	\$ 5,000.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

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**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY JUVENILE COURT'S
C-CAP DONATED FUND M055**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following Additional Appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of July 28, 2004.

M055-M09	Salaries	\$ 1,904.00
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Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY JUVENILE COURT'S
CARE & CUSTODY FUND M060**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following Additional Appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of July 28, 2004.

M060-M25	Salaries, CCap	\$ 33,122.35
M060-M26	PERS	7,939.13
M060-M27	Medicare	842.77
M060-M28	Workers Comp	1,453.05
M060-M29	Insurances	9,102.90
M060-M60	Salaries Restitution	25,465.44
M060-M61	PERS	3,450.57
M060-M62	Workers Comp	636.64
M060-M63	Medicare	369.25
M060-M64	Insurances	3,799.02
M060-M71	Salaries Drug Court	3,351.14
M060-M72	PERS	454.08
M060-M73	Medicare	48.59
M060-M74	Workers Comp	83.78
	Total	\$119,495.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY OAKVIEW JUVENILE
REHABILITATION FUND S30**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following Additional Appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of July 28, 2004.

S030-S01	Salaries	\$ 213,420.00
S030-S02	Contract Services	1,714.00
S030-S03	Medical	5,660.00
S030-S04	Food	4,319.50
S030-S54	Food	427.97
S030-S05	Supplies	5,580.00
S030-S06	Motor Vehicle	2,400.00
S030-S07	Travel	1,382.00
S030-S08	Communications	5,076.00
S030-S09	Utilities	23,865.00
S030-S10	Maintenance & Repairs	2,475.00
S030-S12	Printing & Advertising	750.00
S030-S13	General & Other	300.00
S030-S14	Equipment	750.00
S030-S15	Indirect	6,461.00
S030-S16	PERS	16,000.00
S030-S17	Education/Recreation	660.00
S130-S16	Workers' Comp	1,200.00
S230-S16	Hospitalization	25,000.00
S330-S16	Unemployment	1,200.00
S430-S16	Medicare	1,800.00
	Total	\$ 320,440.47

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY SHERIFF'S OFFICE**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following Additional Appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of July 28, 2004.

S001-S06	License Fees	\$ 460.00
S001-S07	Equipment	530.00

Total \$ 990.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

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**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY SHERIFF'S OFFICE**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following Additional Appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of July 28, 2004.

U010-U06 Other Expenses \$ 348.00

Upon roll call the vote was as follows:

Mr. Olexo Yes
Mr. Thomas Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY DEPT. OF JOB & FAMILY SERVICES**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following Additional Appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of July 28, 2004.

S025-S10 Transfers Out \$ 98,399.00

Upon roll call the vote was as follows:

Mr. Olexo Yes
Mr. Thomas Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY DEPT. OF JOB & FAMILY SERVICES**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following Additional Appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the dates of July 28, 2004.

H010-H01 Salaries \$ 190,000.00
H010-H09 Contracts 160,000.00
H010-H11 Other Expenses 150,000.00
Total \$ 500,000.00

Upon roll call the vote was as follows:

Mr. Olexo Yes
Mr. Thomas Yes

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

Motion made by Mr. Thomas, seconded by Mr. Olexo granting permission for county employees to travel as follows:

ENGINEER'S DEPARTMENT: Don Pickenpaugh, GIS Director, to King's Island Resort & Conference Center on October 7-8, 2004 for 2004 Fall Seminar of the Professional Land Surveyors of Ohio, Inc. Estimated expenses: \$375.00

Don Pickenpaugh, GIS Director, to Newark, Ohio on August 4, 2004 for SE District County Commissioner & Engineer's Summer meeting. Estimated expenses: \$30.00

VETERAN'S-Lucinda Maupin, CVSO, to Columbus, Ohio on July 30, 2004 for Governor's Office of Veteran's Affairs for Women Veterans Meeting. Estimated expenses: \$150.00

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Olexo Yes

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to execute payment of Then and Now Certification dated July 21, 2004 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Olexo Yes

OPEN PUBLIC FORUM

Ms. Helen Stanford, Belmont County resident who has volunteered her time to clean old Belmont County books and records, informed the Board that 165 books have been cleaned to date. Ms. Cheryl Skinner, project volunteer stated, "We have set up a website, 'Dusting Off Memories', so we may be contacted through email as well." Ms. Stanford asked that anyone wishing to assist in this project contact her. Commissioner Thomas stated, "The interesting thing about this whole concept is-with the records-the Commissioners today received a thank you card from these ladies and a couple gentlemen who are volunteering their time to clean what are the public's records. What is ironic is, the Commissioners need to give a bigger thank you to all of you who are volunteering your time. The concept is one where we have resident's in our county who care deeply enough about retaining old records, that the Commission, regardless of county office, is required to keep by law. In the 203-year history of the county, that is a lot of books. Unfortunately for this board, if there is any blame to be put out, and I don't want to call it blame out there, but we did not create the situation of the storage of county records. We have been cognizant of the fact that this is an issue that has been occurring as long as the county has been in existence. It is time that somebody stepped up to the plate and said this is our history and we need to take care of it. Helen, I know that you have taken the lead on this, but that does not simply overshadow all the other volunteers that are with you. The Commissioners, well, I guess there are no words to express our gratitude for what you are doing. The cleaning of 165 records, knowing where you are, and what is out there, does not even scratch the surface of what is out there. Not only in that building, but in three or four other buildings, including this grand palace known as the courthouse. Any trip upstairs into the attic will show you what type of history is out there. I think whether it is this board, or any subsequent board, beginning next year, whoever may be here, needs to take a close look at where we are going to store these records in the future, so as to maintain their integrity as they are now. Some of them are in very sad shape." It was asked if the Board could guarantee that this project would not be done away with in the future. Commissioner Thomas stated, "I can tell you what Commissioner Olexo and I can promise and obviously his term will end at the end of this year, and so may mine, depending on the results of the November election. I can tell you this, there will be no smoother transition, regardless of who is leaving these seats, and who is coming in at the end of this year..." Commissioner Olexo said, "It is always harder to stop a project that is already in motion than it is to disregard a project that is not happening. It is very unlikely that a new commissioner would stop you from doing what is a great service to the county." Ms. Skinner stated that some records had been thrown out and others are in very poor condition and need attention, some dating back to the 1800's.

IN THE MATTER OF APPROVING PAY REQUISITIONS FOR THE OAKVIEW JUVENILE REHAB DISTRICT CONSTRUCTION PROJECT

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve and sign the payment requisitions for the Oakview Juvenile Rehabilitation District Construction Project for Davison Electric Company, Martins Ferry, Ohio, based upon the recommendation of Danny Popp, DDP and Associates, Project Manager, in the total amount of \$29,248.70 as follows:

- Invoice #736 \$9,996.00
- Invoice #751 \$5,611.70
- Application #19 \$13,641.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF APPROVING INVOICE NO. 02-410 FOR GREEN & ASSOCIATES RE: NEFFS SANITARY SEWER SYSTEM PROJECTS/BCSSD

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve and sign Invoice 02-410 in the amount of \$8,000.00 to Green and Associates for engineering services in regards to the Belmont County Sanitary Sewer District, Neffs Sanitary Sewer System Project.

Work completed consists of 36 core holes drilled in 3 days to include all drilling necessary for Areas 1 thru 5 of the design project.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF ACCEPTING PROPOSAL FROM WILSON BLACKTOP CORPORATION FOR PAVING/WESTERN SATELLITE BUILDING

Motion made by Mr. Thomas, seconded by Mr. Olexo to accept the proposal from Wilson Blacktop Corporation, Colerain, Ohio, for the paving of the entrance and exit area of the Western Satellite Building, Bethesda, Ohio in the amount of \$7,990.00, based upon the recommendation of William Eddy, Building and Grounds Superintendent.

One other proposal was obtained - Lash Excavating and Paving in the amount of \$8,495.25.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF RESOLUTION DECLARING THE NECESSITY OF LEVYING A RENEWAL TAX FOR BELMONT COUNTY CHILDREN SERVICES BOARD

RESOLUTION DECLARING IT NECESSARY TO LEVY A RENEWAL TAX IN EXCESS OF THE TEN-MILL LIMITATION

WHEREAS, The Board of County Commissioners of Belmont County, Ohio, does hereby declare that the amount of taxes that may be raised by levy at the maximum rate authorized by law without a vote of the electors is insufficient and does hereby declare it necessary for a renewal levy in excess of such rate.

BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, two-thirds of the members elected thereto concurring:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, two-thirds of all members elected thereto concurring, that it is necessary to levy a renewal tax in excess of the ten mill limitation for the benefit of Belmont County, Ohio for the purpose of:

Supplementing appropriations for the care and placement of abused, neglected and dependent children of Belmont County, at a rate not to exceed (0.65) sixty five hundredths of a mill for each one dollar of valuation, which amounts to six and one half cents (6 1/2¢) for each one hundred dollars of valuation commencing in 2005, first due in calendar year 2006, for a period of ten (10) years (Ohio Revised Code Section 5705.05) and;

BE IT FURTHER RESOLVED, that the question of levying the renewal taxes be submitted to the Board of Elections of said Belmont County at the General Election to be held at the usual voting places within said Belmont County on the 2nd day of November 2004; and;

BE IT FURTHER RESOLVED, that said levy be placed upon the tax list of the current year after the February settlement next succeeding the election, if majority of the electors voting thereon vote in favor thereof; and;

BE IT FURTHER RESOLVED, that the Clerk of this Board of Commissioners be and she is hereby directed to certify a copy of this Resolution to the Board of Elections, Belmont County, Ohio and notify said Board of Elections to cause notice of election on the question of levying said renewal tax to be given as required by law.

Mr. Thomas moved for the adoption of the foregoing Resolution, which was seconded by Mr. Olexo, and the roll being called upon its adoption, the vote resulted as follows:

Ryan E. Olexo, President	Yes
Mark A. Thomas, Vice President	Yes

IN THE MATTER OF ENTERING INTO IV-D SERVICE CONTRACT WITH ATTORNEY RICHARD MELANKO ON BEHALF OF BCDJFS/CHILD SUPPORT ENFORCEMENT AGENCY

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve and sign the IV-D Service Contract with Attorney Richard Melanko on behalf of the Belmont County Department of Job and Family Services, Child Support Enforcement Agency. The contract is for a the period of August 1, 2004 through July 31, 2005 and is in the total amount of \$65,000.00.

IV-D SERVICE CONTRACT

This contract made and entered into on the 22ND day of July, 2004 by and between the Belmont County Child Support Enforcement Agency (hereinafter referred to as "CSEA") and Attorney Richard Melanko, a contractor of service (hereinafter referred to as "Contractor").

Pursuant to Title IV-D of the Social Security Act, Section 3125.13 and 3125.14 of the Revised Code and Section 5101:1-29-50 of the Administrative Code rules promulgated by the Ohio Department of Job and Family Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Services:** Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), the CSEA agrees to purchase for, and Contractor agrees to furnish to eligible individuals those specific services detailed in Exhibit I.

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2. **Purpose:** The CSEA and Contractor agree to coordinate services detailed in JFS07019, JFS 07030, or JFS 07031, attached, and to make all reasonable efforts to coordinate with other service contractors to establish a cooperative, comprehensive county plan for effective enforcement of child support.
3. **Contract Period:** This agreement will be effective from **August 1, 2004 through July 31, 2005**, inclusive unless otherwise terminated. In no case may the Contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year.
4. **Availability of Funds:** The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

	AMOUNT	SOURCE
Local Matching Funds (34%)	\$22,100.00	County
Federal Matching Funds (66%)	\$42,900.00	FFP
Total	\$65,000.00	

(A) Contractor warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program.

(B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law or by section 5101:1-29-50 (C)(5) of the Administrative Code..

5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in JFS 07019, JFS 07030, or JFS 07031, attached, the amount to be paid for such purchased services will be based on the following criteria:
A negotiated **\$ 90.00** per hour for provision of service.

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

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

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

9. **Termination:**

(A) In the event that the contractor does not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement by providing the Provider with written notice thirty days in advance of the termination date.

(B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date.

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

(D) Notwithstanding Sections (A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and/or nonfederal funds are no longer available, or later as stipulated by the CSEA, and all reimbursement to the contractor will cease as of that date.

(E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Provider if the CSEA has discovered any illegal conduct on the part of the contractor.

(F) In the event of termination under this Article, the contractor shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, which shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the contractor shall not exceed the total amount of consideration stated in this Contract.

10. **Independent Contractors:** The contractors, agents, and employees of the contractor, including subcontractors, will act in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.

11. **Duplicate Billing:** The contractor warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of federal funds for the same service.

12. **Financial Records:** The contractor shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.

13. **Expensed Equipment:** Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.

14. **Availability and Retention of Records:** Contractors shall maintain and preserve all financial and eligibility determination records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.

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

16. **Confidentiality:** The contractor agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.

17. **Equal Employment Opportunity:** In carrying out this Contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

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

(A) Indemnity: The contractor agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.

(B) Insurance: The contractor agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individual against reasonable foreseeable torts which could cause injury or death.

19. **Monitoring and Evaluation:** The CSEA and contractor will, as detailed in attached forms, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.

20. **Accessibility of Program to the Public:** The CSEA and contractor agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.

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

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

Child Support Enforcement Agency Date

Belmont County CSEA Date

Authorized CSEA Representative's Signature Date

Dwayne Pielech /s/ 7/23/04

Authorized Provider Representative's Signature Date

Richard E. Melanko /s/ 7/26/04

Authorized Provider Representative's Title

Attorney at Law

Provider's Street address

3892 Central Avenue

Provider's City, State, zip

Shadyside, OH 43947

County Commissioner's Signature Date

Mark A. Thomas /s/ 7/28/04

Ryan E. Olexo /s/ 7/28/04

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Olexo Yes

**IN THE MATTER OF APPROVING CONTRACT WITH
MICHAEL MCGLUMPHY, CONSULTING ON BEHALF OF
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
RE: COORDINATION OF WIA ACTIVITIES/BCDJFS**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve and sign the Contract with Michael McGlumphy on behalf of the Belmont County Department of Job and Family Services for consulting services.

The purpose of this contract is for the coordination of activities required by the Workforce Investment Act for the counties of Belmont, Carroll, Harrison, and Jefferson in collaboration with the Workforce Investment Area 16's Council of Government and Workforce Investment Board.

The contract is not to exceed \$114,408.00 with a payment rate of \$9,534.00 per month to be shared among the four participating counties.

Effective date of contract July 1, 2004 through June 30, 2005

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

PURPOSE:

To coordinate activities required by the WorkForce Investment Act for Belmont, Carroll, Harrison, and Jefferson Counties in collaboration with Workforce Investment Area 16's Council of Government and Workforce Investment Board.

**THE CONTRACTOR AGREES TO PROVIDE THE FOLLOWING SERVICES
TO THE BCDJFS:**

- a. Coordinate the implementation and operation of the WorkForce Investment Act.
- b. Under the direction of the Council of Government(COG), the Workforce Investment Board (WIB), and the Youth Council (YC), maintain the current Intergovernmental Agreement and Bylaws, coordinate activities and maintain membership rosters for each group.
- c. Plan and provide meeting materials for each group.
- d. Prepare a written agenda and record minutes of meetings.
- e. Prepare, modify, and submit the Strategic Five Year Local Workforce Development Plan and the Youth Plan for the combined four county area.
- f. Provide liaison between state and federal program monitors.
- g. Maintain all required COG, WIB, and YC records and make them available as requested by monitors.
- h. Coordinate WIA program operators' responses to monitoring reports.
- i. Ensure compliance with all applicable directives.
- j. Coordinate the submission of resolutions and signed applications.
- k. Submit reports as requested or directed.
- l. Assist with development of all required agreements, plans and Memorandum of Understanding.
- m. Assist with selection of service providers as necessary.
- n. Assist with Request for Proposals for Adult and Youth services as necessary.
- o. Assist with Youth Provider selection.

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- p. Collect performance, participant, and fiscal data for monthly reporting to the COG and WIB.
- q. Provide assistance to the Fiscal Agent and One Stop Operators as required.
- r. Plan and provide meeting material for Quarterly One Stop System meetings.
- s. Collect and provide statistical data on One Stop System operations.
- t. Facilitate and coordinate the drafting and approval of local WIB policies and procedures.
- u. Provide clerical duties as required by the COG, WIB, and YC.
- v. Provide other duties as identified by the COG, WIB, and YC.

IN COOPERATION WITH THE WORKFORCE INVESTMENT BOARD, THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AGREES TO PROVIDE THE FOLLOWING:

- A. BCDJFS agrees to cooperate and collaborate with Michael McGlumphy, Consulting, to plan, implement and monitor the provision of services under this agreement.
- B.. BCDJFS agrees to maintain communication with Michael McGlumphy, Consulting, on local WorkForce Investment Act program and related activities as it applies to all counties within Workforce Investment Area 16.
- C. BCDJFS will coordinate with Michael McGlumphy Consulting, to accomplish the following:
 - 1. Reporting WIA performance for the one-stop system and its partners and contracted vendors.
 - 2. Submitting all reported information to the Council of Government, Local WorkForce Investment Board, Youth Council and ODJFS.
 - 3. Maintaining the Eligible provider list for the ITA system, per the direction of the Local WorkForce Investment Board.

EFFECTIVE DATE:

The effective date of this contract shall be July 1, 2004, upon approval and signature of all parties and continue through June 30, 2005. Total expenditures may not exceed \$114,408.00. This contract may be extended one (1) year to June 30, 2006, upon agreement of Workforce Investment Board and approval by the Council of Government.

CONSIDERATION:

- A. Michael McGlumphy Consulting shall submit invoices on a Monthly basis. Invoices shall be submitted to the Belmont County Department of Job and Family Services, to the attention of the Fiscal Officer. All such invoices shall contain the following information:
 - Contractor name, address and Federal ID number and/or Social Security number.
 - Billing period.
 - Total amount of invoice.
 - Authorized signature.
- A. Payment by BCDJFS shall be made within fourteen (14) days of receipt of correct invoice.
- B. Payment rate is \$9,534.00 per month. Total expenditures may not exceed \$114,408.00.

EVALUATION AND MONITORING

The BCDJFS, with the cooperation of Michael McGlumphy Consulting, will complete periodic monitoring and evaluation activities as deemed necessary by the BCDJFS. The continuation of this contract shall be contingent upon the program objectives contained in the contract being achieved.

MICHAEL MCGLUMPHY CONSULTING OBLIGATIONS

Michael McGlumphy Consulting shall abide by Federal, State and Local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

Michael McGlumphy Consulting shall not perform in any way inconsistent with the terms of this contract except as approved, in writing by the BCDJFS, Workforce Investment Board and Council of Government for WIA-16. Adjustment in the services to be provided may not be made without prior approval of the BCDJFS and/or Workforce Investment Board and Council of Government for WIA-16.

TERMINATION

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

CONFIDENTIALITY

The Contractor agrees that he shall use any information, systems, records, or other materials of a confidential nature, for any purpose than to fulfill the contractual duties specified herein or other duties imposed by law. The Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of BCDJFS and the State of Ohio.

ASSIGNMENTS AND SUBCONTRACTS

The Contractor shall not assign any interest, including subcontracting, in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of BCDJFS and the Workforce Investment Board and Council of Government for WIA-16, and subject to such conditions and provisions as BCDJFS may deem necessary.

INDEPENDENT CONTRACT

The Contractor agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of the agreement. The Contractor agrees that, as an independent contractor, he assumes all responsibility for any federal, state, municipal or other tax liabilities which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Michael McGlumphy Consulting certifies that no later than the first effective date of this contract, all approvals, licenses or other qualifications necessary to

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conduct business in Ohio will be obtained. In the absence of such approvals, licenses or other qualifications, this contract shall be void as of the first effective date.

NONDISCRIMINATION

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

RECORDS AND AUDITS

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

INDEMNIFICATION

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

AMENDMENTS

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

MISCELLANEOUS

Any notice to the BCDJFS shall be sufficient if sent certified mail, return receipt requested, if such notice states that it is a formal notice related to the Contract. Any notice to the Contractor shall be sufficient if sent certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this Contract.

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

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

Performance of the contract by the Belmont County Department of Job and Family Services is contingent upon approval of the WIA 16 Council of Government and upon availability of State and Federal Funds.

CONTRACT APPROVED BY:

<u>Dwayne Pielech /s/</u>	<u>7/26/04</u>
Dwayne Pielech, Director	Date
Belmont County Department of Job and Family Services	
WIA 16 Fiscal Agent	
<u>Michael K. McGlumphy /s/</u>	<u>7/20/04</u>
Michael McGlumphy, Consultant	Date
Michael McGlumphy Consulting	

Approved as to form:	
<u>Frank Pierce /s/</u>	<u>7/26/04</u>
Office of Prosecuting Attorney	Date

Chairman, WIA-16 Council of Government:

<u>Mark A. Thomas /s/</u>	<u>7/28/04</u>
Mark A. Thomas,	Date
Belmont County Commissioner	

Chairman, WIA-16 Workforce Investment Board:

<u>Terry Carson /s/</u>	<u>7/21/04</u>
Terry Carson	Date

Chairman, WIA-16 Youth Council:

<u>Jack Cera /s/</u>	<u>7/20/04</u>
Jack Cera	Date

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING AND SIGNING
CERTIFICATE OF SUBSTANTIAL COMPLETION
FOR THE SR 149 & 40 FORCE MAIN PROJECT/
EXIT 215 PUMP STATION/CONTRACT #7
THE JAMES WHITE CONSTRUCTION COMPANY/BCSSD**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve and sign the Certificate of Substantial Completion for the Belmont County Sanitary Sewer District, State Route 149 & 40 Force Main Project Exit 215 Pump Station, Contract #7 for The James White Construction Company.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF APPROVING PURCHASE
OF WALL CABINETS FOR PHOTO LAB AND INVESTIGATION ROOMS/
BELMONT COUNTY JUSTICE CENTER**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the request from Sergeant David Lucas for the purchase of wall cabinets for the Photo Lab and Investigation Rooms, located at the Belmont County Justice Center, from G& L Custom Laminate Solutions, LLC, Triadelphia in the amount of \$2,035.00.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ADOPTING RESOLUTION
PROCLAIMING THE WEEK OF AUGUST 1 THROUGH AUGUST 7, 2004
AS WORLD BREASTFEEDING AWARENESS WEEK**

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

RESOLUTION

WHEREAS, the citizens of Belmont County are deserving of good health throughout their lives; and

WHEREAS, the benefits of breastfeeding for mothers, infants and society are well known and strongest when exclusive breastfeeding for the first six months of life is practiced; and

WHEREAS, exclusive breastfeeding is safe, providing baby continuous active protection against infection; is sound, containing just the right amount of calories and nutrients for normal growth for the first six months of life; and is sustainable, no need to worry about the costs of formula; and;

WHEREAS, breastfeeding has benefits for mother's health by reducing the risk of breast and ovarian cancers, and protecting against the development of osteoporosis and anemia; and

WHEREAS, the State of Ohio joins the U.S. Surgeon General and the medical community in the belief that many more mothers will elect to breastfeed when given enough information to make an informed decision and enough societal support to sustain her decision.

NOW, THEREFORE, BE IT RESOLVED, The Board of Belmont County Commissioners does hereby proclaim the week of August 1 through August 7, 2004 as WORLD BREASTFEEDING AWARENESS WEEK throughout the County of Belmont, and urge all citizens to join in supporting breastfeeding as a high priority for healthier babies in Belmont County

In Witness Whereof, the following have executed this instrument this 28TH day of July 2004.

Upon roll call the vote was as follows:

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

UNDER DISCUSSION

Ms. Kathy Yeater, Director Belmont County WIC, thanked the Board for their confirmation of the importance of the designation of World Breastfeeding Week and their continued support

**IN THE MATTER OF ENTERING INTO AGREEMENT
BETWEEN HAYS LANDSCAPE ARCHITECTURE STUDIO, LTD.
AND BELMONT COUNTY COMMISSIONERS
RE: ARCHITECTURAL SERVICES FOR FOX SHANNON PARK MASTER PLAN**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into an agreement between Hays Landscape Architecture Studio, LTD., St. Clairsville, Ohio and the Belmont County Commissioners, to provide architectural services to complete the Fox Shannon Park Master Plan. Basic Services \$2,975.00 Fixed Fee

Hays Landscape Architecture Studio, Ltd.
261 East Main Street, St. Clairsville, Ohio 43950
Ph: (740) 695-6505 Fax: (740) 695-6516
Web: hayslas.com e-mail: info@hayslas.com

Agreement between Client and Landscape Architect

This Agreement, effective as of July 30, 2004, is between Client, Belmont County Commissioners, 101 West Main Street, St. Clairsville, OH 43950, and Landscape Architect, Hays Landscape Architecture Studio, Ltd., 145 East Main Street, St. Clairsville, Ohio 43950, for the following Project: Fox Shannon Park Master Plan

Article 1 Landscape Architect's Basic and Additional Services, and Specific Exclusions.

A. Landscape Architect agrees to provide Client the following Basic Services:

1. Pre-design: Collect digital base map information from County's G.I.S. department. One meeting to review program requirements with Fox Shannon Park Committee. The committee is to have at least one Client representative i.e. Bill Eddy. Collect input from Belmont Technical College regarding their master planning on adjacent property.
2. Inventory and Analysis: Walk the site once to confirm the program's compatibility with the site.
3. Schematic Design: Draw and color render the master plan based on the original sketch and the proposed program elements. Produce a large format drawing and a reproducible 8 1/2" x 11" format drawing. Present to Client and the Fox Shannon Park Committee.

B. Additional Services beyond Landscape Architect's Basic Services may be provided if confirmed in writing and signed by both parties.

1. Design Development
2. Construction Documents
3. Bidding or Negotiation
4. Construction Observation

C. Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession; and no other warranties, express or implied, are hereby made. Specifically excluded from the coverage of this agreement is as follows: Design Development, Construction Documents, Bidding or Negotiation, Construction Observation, perspectives, sections, design alternatives/options, and cost estimates. If an item is not specifically excluded, it shall nevertheless be considered included only if specifically covered in article 1.A. above.

Article 2 Client's Responsibilities

- A. Client agrees to provide Landscape Architect with all of the information, surveys, reports, and professional recommendations requested by Landscape Architect to provide its professional services. Landscape Architect may reasonably rely on the accuracy and completeness of these items and any other information provided by client.
- B. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site in writing.
- C. Client Agrees to provide the items described in Article 2.A. and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

Article 3 Estimated Schedule and Project Budget

- A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

Article 4 Compensation and Payments

- A. Client agrees to pay Landscape Architect as follows:
 - 1. Basic Services: \$2975.00 Fixed Fee.
 - 2. Additional Services: \$40 per hour for staff, \$100 per hour for principal, or fixed fee as agreed to in writing by both parties.
- B. Client shall make an initial Retainer payment of \$0 upon execution of this Agreement. This Retainer shall be held by Landscape Architect and applied against the final invoice.
- C. Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable expenses once a month. All payments are due Landscape Architect upon receipt of invoice. A service charge of 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice.
- D. In the event legal action is necessary to enforce the payment provisions of this Agreement, Landscape Architect shall be entitled to collect from Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Landscape Architect in connection with such collection action, computed at Landscape Architect's prevailing fee schedule and expense policies.
- E. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and Payment is due regardless of suspension or termination of this Agreement by either party.

Article 5 Termination

- A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the dates of termination.
- C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of service of termination due to nonpayment.

Article 6 Dispute Resolution

- A. Client and Landscape Architect agree to mediate, not arbitrate, claims or disputes arising out of or relating to this Agreement. The mediation shall be conducted by a mediation service experienced in handling construction disputes, or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time.
- B. The Parties do not agree to arbitration.
- C. Mediation shall not be necessary if Landscape Architect is simply attempting to collect on account.
- D. Should mediation fail, each party shall have the right to pursue their legal rights and remedies in a court of competent jurisdiction if within the applicable statute of limitations.

Article 7 Ownership of Documents

- A. All instruments of professional service prepared by Landscape Architect, including, but not limited to, drawings and specifications, are the property of Landscape Architect, and these documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including the copyright in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

Article 8 Miscellaneous Provisions

- A. This Agreement is governed by Ohio law.
- B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Landscape Architect. Neither party can assign this Agreement without the other party's written permission.
- C. Notwithstanding any other term in this Agreement, Landscape Architect shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- D. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorney's fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent error or omissions.
- E. Should Client for any reason not retain Landscape Architect to review construction, or should Client unduly restrict Landscape Architect's assignment of personnel to review construction, or should Landscape Architect at the direction of Client for any reason not perform construction review during the full period of construction, Landscape Architect shall not have the ability to perform a complete service. In such a case, Client waives any claim Landscape Architect, and agrees to indemnify, defend, and hold harmless from any claim or liability for injury or loss arising from problems during construction that allegedly results from findings, conclusions, recommendations, plans or specifications developed by Landscape Architect. Client also agrees to compensate Landscape Architect for any time spent and expenses incurred by Landscape Architect in defense of any such claim, with such compensation to be based upon Landscape Architect's prevailing fee schedule and expense reimbursement policy.
- F. Client acknowledges and agrees that proper Project maintenance by client is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, landscape maintenance, pond maintenance, trail maintenance, and structural maintenance may result in damage to property or persons. Client further acknowledges that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
- G. Landscape Architect reserves the right to include representations of the Project in its promotional and professional materials.

LANDSCAPE ARCHITECT

William G. Hays /s/ _____
 Dated 1/8/03 _____
 Ohio Certificate No. 897 _____
 Renewal Date 10/31/05 _____

CLIENT

Mark A. Thomas /s/ _____
 Ryan E. Olexo /s/ _____

 Dated July 28, 2004 _____

Upon roll call the vote was as follows:

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

UNDER DISCUSSION

Commissioner Olexo said, "Some of you will remember Fox Shannon Park. We applied for a grant to complete a walking trail, shelter, restrooms, different facilities around Fox Shannon Park. This will allow the committee who is overseeing the development of that park to use this master plan and submit that along with applications for additional grant funding, as we were actually turned down for that grant so the park can be further developed." Commissioner Thomas said, "This is a cooperative effort between not only the county, but the Career Center and Belmont Technical College. Mr. Bizzari from the Career Center and Dr. Bukowski from Belmont Technical College and a number of other volunteers-they are meeting with more frequency and have met with the Commission. These are monies that we had from how far back? Years. They are actually monies that were scheduled for that park. What we intend to do after the master plan, as Commissioner Olexo said, is just to try to build that facility out there, as that area continues to grow out there. To try to make it a premier park for our residents to use. This will be step one in allowing that committee to apply for additional grant funding that we will hopefully secure and continue to build on what is already a nice foundation for an additional park system in the county. That is the basis behind this."

July 28, 2004

**IN THE MATTER OF AUTHORIZING
THE ACCEPTANCE OF OCJS SUBGRANT AWARD AGREEMENT
FOR THE TACTICAL TEAM PROJECT/
BELMONT COUNTY SHERIFF'S DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Olexo authorizing Board President, Ryan E. Olexo, to sign on behalf of the Board of Belmont County Commissioners thereby accepting the grant awarded to the Belmont County Sheriff's Office by the Office of Criminal Justice Services.

Subgrant Number: 2001-DG-B01-7422

Title: Belmont County Sheriff's Office Tactical Team

Award Period: 7/1/2004 to 8/6/2004 Closeout deadline: 9/30/2004

The grant is for the Belmont County Sheriff's Office Tactical Team Project in the total amount of \$4,225.00 – the required 25% cash match will be funded through the Sheriff's Reserve Fund

The Tactical Vision equipment to be purchased will make the Sheriff's Office tactical team more efficient when searching areas by allowing team members to see around and under obstacles.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF AUTHORIZING
QUARTERLY SUBGRANT REPORTS/
DOMESTIC VIOLENCE INVESTIGATION PROJECT
AND GREAT PROGRAM/SHERIFF'S**

Motion made by Mr. Thomas, seconded by Mr. Olexo authorizing the signing and submittal of the Quarterly Subgrant Reports to the Ohio Office of Criminal Justice Services on behalf of the Belmont County Sheriff's Department for the following grants:

Subgrant No.: 2003PS-PSN-302, Subgrant Title: GREAT Program, Period Ending Date: 6/30/2004, Payment Request: \$10,621.43

Subgrant No.: 2002-WF-VA2-8412A, Subgrant Title: Domestic Violence Investigation Project, Period Ending Date: 6/30/2004, Payment Request: \$3,587.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF AUTHORIZING
SALARY ADJUSTMENT FOR LORI PETERS,
BELMONT COUNTY DJFS EMPLOYEE**

Motion made by Mr. Thomas, seconded by Mr. Olexo authorizing a salary adjustment for one employee of the Belmont County Department of Job and Family Services based upon the recommendation of Dwayne Pielech, DJFS Director, as follows:

Effective with pay period ending August 7, 2004

Lori Peters: Increase from Pay Range 31, Step 6 to Pay Range 32, Step 5

Ms. Peters' current rate of pay is \$19.89 per hour. Her new rate of pay will be \$20.86 per hour, an increase of \$.97 per hour or \$2,017.60 annually.

Upon roll call the vote was as follows:

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

UNDER DISCUSSION

Commissioner Olexo stated that Ms. Peters has worked for the agency since June 12, 1995 and has been an administrative assistant since May 21, 2001. In this capacity she supervises the clerical staff at the Fox-Shannon building, and is also responsible for the food stamp card and all processing associated with this program. Ms. Peters' responsibilities have been expanded-since May 3, 2004 she has assumed the additional responsibility of supervising part of the public assistance case manager staff (eight additional employees).

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 7:14 P.M.**

Motion made by Mr. Olexo, seconded by Mr. Thomas to adjourn the meeting at 7:14 P.M.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

Read, approved and signed this 2nd day of August A.D., 2004.

_____ COUNTY COMMISSIONERS

Charles R. Probst, Jr., Absent

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

_____ PRESIDENT

_____ CLERK