

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ryan E. Olexo, Charles R. Probst and Mark A. Thomas, Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of June 27, 2001, 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.

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

"BILLS ALLOWED"

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

Claim of	Purposes	Amount
Buckeye Exterminating	May, June service/100 W Main-General	90.00
Ohio AFSCME Care Plan	Dental & Drug coverage-General	225.00
Crystal Springs Water Co.	Water service-Probate Court	32.95
Belmont County Tourism Council	June operating expenses-Lodging Tax	15,000.00
Lichtenstein Consulting Engineer	Blaine Bridge-Engineer's MVGT	5,650.00
Power City Plumbing	Lloydsville garage-Eng Bldg Construct	3,960.00
Bedway Development Inc.	Lloydsville garage-Eng Bldg Construct	160,632.00
Larry Siebieda, Architect	Neffs garage-Eng Bldg Construction	6,981.00
Norris Demolition	Tacoma garage demolition-Eng Bldg Const	7,777.00
Roger & Esther Tipton	Easement-SSD #2 Force Main Ext-San Sewer	500.00
PARR Emergency Equipment	Services/Ed Gorence-Common Pleas Grant	269.50
PARR Emergency Equipment	Supplies/Ed Gorence-Common Pleas Grant	144.28
MCI	Long distance phone srv-Common Pleas Grnt	15.76
CSEA	May payment-Clerk of Courts Computer	1,133.90
Crystal Springs Water Co.	June water service-Northern Crt Gen	20.95
Martins Ferry Office Supply	Supplies-Northern Court General Spec	288.09
St. Clair Cleaners	Judge's Robe cleaning-Northern Gen	12.00
Casnet	Process film-Probate Computer	17.26
Tobias Stidd, Probation Officer	Mileage-County Courts Probation	168.71

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the various funds dated for July 3, 2001 as follows:

FUND	AMOUNTS
General Fund	\$644.33, \$9,496.48 and \$16,548.74
General/Sheriff's Fund	\$1,247.20, \$4,186.22
General/Disaster Services	\$2,049.85
Dog & Kennel	\$148.01
Department of Human Services/PA	\$22,787.40, \$12,997.93
Litter Control	\$397.40
Engineer's MVGT	\$11.50, \$20,295.17
Clerk of Courts Cert of Title Admin	\$165.18
Oakview Juvenile Rehabilitation District	\$59,323.38
Oakview Juvenile Rehab Dist/New Construction	\$473.00
Oakview Juvenile Rehab Dist/Aftercare	\$97.25
Job Training	\$759.20, \$15,588.80

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following monthly transfer of funds dated for July 3, 2001 for the Belmont County Sanitary Sewer Department.

FROM		TO		AMOUNT
P003-P31	OTHER EXPENSES	Y090-Y14	OTHER EXPENSES	85.40
P005-P31	OTHER EXP.	Y090-Y14	OTHER EXP.	158.09
P051-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	36.85
P053-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	14.66
TOTAL				295.00

ADDITION TO JOURNAL ENTRY OF JUNE 27, 2001

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE ENGINEER'S
MVGTT FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfer within fund for the Engineer's MVGT Fund.

FROM		TO		AMOUNT
K000-K24		K000-K16	Cont Proj	\$2,469.01
K000-K15	Cont-Services	K000-K30	Cont Proj	15,000.00
K000-K24	Other Expenses	K000-K30	Cont Proj	4,279.38

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS
WITHIN FUND FOR THE NORTHERN DIVISION
COURT COMPUTER FUND S83**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within fund for the Northern Division Court Computer Fund.

FROM		TO		AMOUNT
S083-S14	Hospitalization	S083-S10	Salaries	\$209.56

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE COUNTY EMERGENCY
PREPAREDNESS GRANT FUND P92**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within fund for the County Emergency Preparedness Grant Fund.

FROM		TO		AMOUNT
P092-P03	Other Expenses	P092-P01	Salaries	\$160.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE PROSECUTOR'S
VICTIM ASSISTANCE PROGRAM FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfer within fund for the Prosecutor's Victim Assistance Program Fund.

FROM		TO		AMOUNT
W080-P12	Printing	W080-P01	Salaries	252.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS
WITHIN FUND /BELMONT COUNTY
SANITARY SEWER DISTRICT FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfers within fund from the Water and Sewer Guarantee Deposit Fund to the Revenue Receipt Fund for the month of June, 2001.

FROM		TO		AMOUNT
T10T04	WSGDF Transfer Out	0000P03	WWS #2 01004002	92.25

T10T04 WSGDF Transfer Out	0000P05 WWS #3 01004002	241.69
T10T04 WSGDF Transfer Out	0000P51 SSD #1 03004002	93.00
T10T04 WSGDF Transfer Out	0000P53 SSD #2 04004002	0.00
T10T04 WSGDF Transfer Out	0000P55 SSD #3A 06004002	137.75
T10T04 WSGDF Transfer Out	0000P56 SSD #3B 07004002	82.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CASH ADVANCE
OF FUNDS FOR THE JUVENILE COURT
TUTOR PROGRAM FUND (M70)**

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following **CASH ADVANCE OF FUNDS** for the Juvenile Court Tutor Program Fund M070-M08 (Advances In) from the Juvenile Court Alternative School Fund M067-M12 (Transfers Out) in the amount of \$1,168.75.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS
WITHIN FUND FOR VARIOUS JUVENILE COURT
FUNDS**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfers within fund for the various Juvenile Court Funds.

FROM	TO	AMOUNT
CARE & CUSTODY		
M060-M65 Victims of Crime	M060-M25 Salaries	\$2,100.80
M060-M64 Insurances	M060-M60 Salaries	522.06
ALTERNATIVE SCHOOL GRANT		
M067-M01 Salaries	M067-M12 Transfers Out	1,168.75

Upon roll call the vote was as follows:

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

**IN THE MATTER OF MEDICARE\
SOCIAL SECURITY CHARGEBACKS
FOR MAY AND JUNE 2001**

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following transfer of funds for Medicare and Social Security Chargebacks for the months of May and June, 2001.

From M055-M11 CCap Donated	to Y091-Y02	71.53
From M060-M27 Care/Custody	to Y091-Y02	121.84
From M060-M63 C/C Restitution	to Y091-Y02	44.52
From M060-M73 C/C Drug Court	to Y091-Y02	5.86
From M056-M03 SPIRIT Program	to Y091-Y02	32.70
From M061-M03 CCap Stress	to Y091-Y02	0.00
From M062-M04 Intake Coord.	to Y091-Y02	56.20
From M064-M04 Placement	to Y091-Y02	51.40
From M067-M04 Alt School	to Y091-Y02	249.00
From M068-M04 Drug Crt II	to Y091-Y02	62.72
From S031-G16 Group Home	to Y091-Y02	435.93
From S138-R47 Restitution	to Y091-Y02	0.00
From S139-V47 O.V. Recycling	to Y091-Y02	0.00
From S032-S04 Status Offenders	to Y091-Y02	0.00
From H150-H12 Litter Control	to Y091-Y02	97.98
From S133-S48 Dist.Det.Home	to Y091-Y02	1,236.16
From S035-S05 PRC Grant	to Y091-Y02	104.75
From S078-S12 County Recorder	to Y091-Y02	91.54
From J000-J08 Real Est.Assess.	to Y091-Y02	189.60
From W082-T08 DRETAC/Treas.	to Y091-Y02	0.00
From W080-P08 Pros./Victim Asst.	to Y091-Y02	95.78
From W081-P08 Pros.DRETAC	to Y091-Y02	11.60
From S076-S04 Halfway House	to Y091-Y02	101.66
From S094-S02 Co. Ct. Probation	to Y091-Y02	40.92
From S077-S02 Corrections Act	to Y091-Y02	86.12
From B000-B10 Dog & Kennel	to Y091-Y02	135.76
From P090-P03 LEPC	to Y091-Y02	2.32
From S075-S04 Logjam Removal	to Y091-Y02	0.00
From P092-P05 Co Emergency	to P092-P05	17.40
From L101-L12 Soil Conservation	to Y091-Y02	215.69
From G050-G02 Lodging Tax	to Y091-Y02	11.60
From H530-H14 County Home	to Y091-Y02	3,945.35
From E301-E12 County Health	to Y091-Y02	366.06
From E101-E12 County Health	to Y091-Y02	0.00
From P071-P05 Lice	to Y091-Y02	21.00
T076-T02 Child Safety	to Y091-Y02	27.00
From T077-T01 IAP	to Y091-Y02	33.00
From T078-T01 Rabies	to Y091-Y02	25.00
From T079-T01 Welcome Home	to Y091-Y02	47.00
From S149-S63 Mental Health	to Y091-Y02	356.86

From S266-S79 Mental Retardation	to Y091-Y02	5,042.73
From H200-H13 Human Services	to Y091-Y02	7,077.55
From H200-H13 WIA/PA	to Y091-Y02	227.13
From H210-H08 CSEA	to Y091-Y02	675.14
From K100-K10 MVGT K-2	to Y091-Y02	314.30
From K100-K24 MVGT K-11	to Y091-Y02	1,471.28
From K100-K37 MVGT K-25	to Y091-Y02	558.77
From Y090-Y18 Water/Sewer	to Y091-Y02	935.94
From Y075-T02 WIC	to Y091-Y02	362.90
From T075-T52 WIC	to Y091-Y02	0.00
From S079-S08 Clerk of Crts.Title	to Y091-Y02	132.74
From S430-S16 Oakview Juvenile	to Y091-Y02	689.97
From S430-S16 Oakview Juvenile	to Y091-Y02	0.00
From S028-S05 Aftercare	to Y091-Y02	0.00
From S084-S13 Eastern Comp.	to Y091-Y02	31.61
From A006-E10 9-1-1	to Y091-Y02	0.00
From S082-S13 Western Comp.	to Y091-Y02	38.04
From S088-S05 Western-Special	to Y091-Y02	0.00
From S083-S13 Northern Comp.	to Y091-Y02	29.71

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER
OF FUNDS FOR THE COLUMBIA
PHARMACY SOLUTIONS CHARGEBACKS
FOR THE MONTHS OF JUNE AND JULY 2001

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds for the Columbia Pharmacy Solutions Chargebacks for the months of June and July, 2001.

FROM		TO	AMOUNT
A406-F08	DISASTER SERVICES	Y091-Y08	281.60
A006-E11	911 FUND	Y091-Y08	1,179.20
A406-G09	PUBLIC DEFENDER	Y091-Y08	844.80
A403-A09	BD. OF ELECTIONS	Y091-Y08	563.20
M067-M05	ALTERNATIVE-JUV	Y091-Y08	387.20
M060-M14	CARE/CUSTODY REST.	Y091-Y08	52.80
M068-M05	DRUG COURT II	Y091-Y08	52.80
M060-M29	CARE-CUSTODY/JUV. CT.	Y091-Y08	105.60
M064-M10	PLACEMENT	Y091-Y08	52.80
S031-G17	JUV. DIST. GROUP HOMES	Y091-Y08	316.80
S239-V47	O.V. RECYCLING	Y091-Y08	0.00
S238-R47	RESTITUTION	Y091-Y08	0.00
S032-S05	STATUS OFFENDERS	Y091-Y08	0.00
H050-H15	LITTER CONTROL	Y091-Y08	281.60
S033-S47	DIST. DET. HOME	Y091-Y08	1,944.80
S035-S03	PRC GRANT	Y091-Y08	193.60
S078-S14	SUPP. EQUIP/RECORDER	Y091-Y08	0.00
J000-J06	REAL ESTATE ASSES.	Y091-Y08	246.40
W080-P07	PROS-VICTIM	Y091-Y08	52.80
S277-S02	CORRECT. ACT GRANT	Y091-Y08	140.80
S076-S05	HALFWAY HOUSE	Y091-Y08	140.80
S094-S04	COUNTY CT PROBATION	Y091-Y08	52.80
S082-S14	WESTERN CT.-COMP.	Y091-Y08	0.00
S083-S14	NORTHERN CT-COMP.	Y091-Y08	140.80
S084-S14	EASTERN CT-COMP.	Y091-Y08	140.80
B100-B10	DOG & KENNEL	Y091-Y08	510.40
L001-L13	SOIL CONSERVATION	Y091-Y08	334.40
H430-H14	COUNTY HOME	Y091-Y08	10,092.00
E101-E12	COUNTY HEALTH	Y091-Y08	1,130.20
P071-P05	LICE	Y091-Y08	0.00
T050-T01	PH/HSP	Y091-Y08	0.00
T048-T25	ELDERHEALTH	Y091-Y08	0.00
T077-T01	IAP	Y091-Y08	7.00
T078-T01	RABIES	Y091-Y08	28.00
T079-T01	WELCOME HOME	Y091-Y08	14.00
S049-S63	MENTAL HEALTH	Y091-Y08	52.80
S066-S79	MENTAL RETARDATION	Y091-Y08	10,592.00
H300-H13	HUMAN SERVICES	Y091-Y08	3,204.00
H310-H08	CHILD SUPPORT	Y091-Y08	288.00
K200-K10	K-1	Y091-Y08	140.80
K200-K10	MVGT K-2	Y091-Y08	243.00
K200-K24	MVGT K-11	Y091-Y08	432.00
K200-K37	MVGT K-25	Y091-Y08	288.00
Y090-Y14	WATER/SEWER	Y091-Y08	2,710.40
T075-T52	WIC	Y091-Y08	0.00
T075-T02	WIC	Y091-Y08	193.60
S079-S07	CLERK CRTS. TITLE	Y091-Y08	950.40
S230-S66	OAKVIEW JUVENILE	Y091-Y08	176.00

S230-S16	OAKVIEW JUVENILE	Y091-Y08	246.40
S028-S03	AFTERCARE	Y091-Y08	52.80
W081-P07	PROSECUTOR DRETAC	Y091-Y08	0.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE DELTA DENTAL
CHARGEBACKS FOR THE MONTHS
OF JUNE AND JULY 2001**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds for the Delta Dental Chargebacks for the months of June and July, 2001.

FROM	TO	AMOUNT
A406-F08 DISASTER SERVICES	Y091-Y07	108.56
A006-E11 9-1-1	Y091-Y07	597.08
A406-G09 PUBLIC DEFENDER	Y091-Y07	325.68
A403-A09 BD OF ELECTIONS	Y091-Y07	217.12
M067-M05 ALTERNATIVE-JUV	Y091-Y07	148.04
M060-M14 CARE/CUSTODY REST.	Y091-Y07	19.74
M068-M05 DRUG COURT II	Y091-Y07	19.74
M060-M29 CARE-CUSTODY/JUV. CT.	Y091-Y07	39.48
M064-M10 PLACEMENT	Y091-Y07	19.74
S031-G17 JUV. DIST. GROUP HOMES	Y091-Y07	175.18
S239-V47 OHIO VALLEY RECYCLING	Y091-Y07	0.00
S238-R47 RESTITUTION	Y091-Y07	0.00
H050-H15 LITTER CONTROL	Y091-Y07	108.56
S033-S47 DIST DETENTION	Y091-Y07	799.41
S035-S03 PRC GRANT	Y091-Y07	74.02
S078-S14 SUPP. EQUIP/RECORDER	Y091-Y07	54.28
J000-J06 REAL ESTATE ASSESMENT	Y091-Y07	93.76
S277-S02 CORRECTIONS ACT GRANT	Y091-Y07	54.28
W080-P07 PROS-VICTIM	Y091-Y07	19.74
S076-S05 HALFWAY HOUSE	Y091-Y07	54.28
S094-S04 COUNTY CT PROBATION	Y091-Y07	19.74
S082-S14 WESTERN CT-COMP.	Y091-Y07	54.28
S083-S14 NORTHERN COMPUTER	Y091-Y07	54.28
S084-S14 EASTERN COMPUTER	Y091-Y07	54.28
B100-B10 DOG AND KENNEL	Y091-Y07	194.92
L001-L13 SOIL CONSERVATION	Y091-Y07	128.30
H430-H14 PARK HEALTH CENTER	Y091-Y07	3,979.76
E101-E12 COUNTY HEALTH DEPT	Y091-Y07	577.08
P071-P05 LICE	Y091-Y07	0.00
T050-T25 PH/HSP	Y091-Y07	0.00
T048-T25 ELDERHEALTH	Y091-Y07	0.00
T077-T01 IAP	Y091-Y07	3.00
T078-T01 RABIES	Y091-Y07	11.00
T079-T01 WELCOME HOME	Y091-Y07	6.00
S049-S63 MENTAL HEALTH	Y091-Y07	202.32
H300-H13 HUMAN SERVICES	Y091-Y07	1,204.04
H310-H08 CSEA	Y091-Y07	108.56
K200-K10 K-1	Y091-Y07	54.28
K200-K10 K-2	Y091-Y07	91.29
K200-K24 K-11	Y091-Y07	217.12
K200-K37 K-25	Y091-Y07	108.56
Y090-Y14 WATER/SEWER DEPT	Y091-Y07	1,164.56
T075-T52 WIC	Y091-Y07	0.00
T075-T02 WIC	Y091-Y07	217.12
S079-S07 CLERK OF COURTS	Y091-Y07	399.70
S230-S66 OAKVIEW JUVENILE	Y091-Y07	212.19
S230-S16 OAKVIEW JUVENILE	Y091-Y07	185.05
S028-S03 AFTERCARE	Y091-Y07	54.28
W081-P07 DRETAC-PROS ATTY	Y091-Y07	54.28

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE VISION INSURANCE
CHARGEBACKS FOR THE MONTHS OF
JUNE AND JULY 2001**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds for the Vision Insurance Chargebacks for the months of June and July, 2001.

FROM	TO	
A406-F08 DISASTER SERVICES	Y091-Y06	44.36
A006-E11 9-1-1	Y091-Y06	243.98
A406-G09 PUBLIC DEFENDER	Y091-Y06	133.08
A403-A09 BD. OF ELECTIONS	Y091-Y06	88.72
M067-M05 ALTERNATIVE-JUV	Y091-Y06	63.64
M068-M05 DRUG COURT II	Y091-Y06	9.64
M060-M14 CARE/CUSTODY REST.	Y091-Y06	9.64
M060-M29 CARE-CUSTODY/JUV. CT.	Y091-Y06	19.28

M064-M10	PLACEMENT	Y091-Y06	9.64
S031-G17	JUV. DIST. GROUP HOMES	Y091-Y06	74.73
S238-R47	RESTITUTION	Y091-Y06	0.00
S239-V47	O.V. RECYCLING	Y091-Y06	0.00
S032-S05	STATUS OFFENDERS	Y091-Y06	0.00
H050-H15	LITTER CONTROL	Y091-Y06	44.36
S033-S47	DIST. DET. HOME	Y091-Y06	338.46
S035-S03	PRC GRANT	Y091-Y06	31.82
S078-S14	SUPP. EQUIP/RECORDER	Y091-Y96	22.18
J000-J06	REAL ESTATE ASSES.	Y091-Y06	41.46
W080-P07	PROS. VICTIM	Y091-Y06	9.64
S277-S02	CORRECTIONS ACT GRANT	Y091-Y06	22.18
S076-S05	HALFWAY HOUSE	Y091-Y06	22.18
S094-S04	COUNTY CT. PROBATION	Y091-Y06	9.64
S082-S14	WESTERN CT. COMP.	Y091-Y06	22.18
S083-S14	NORTHERN COMPUTER	Y091-Y06	22.18
S084-S14	EASTERN COMPUTER	Y091-Y06	22.18
B100-B10	DOG & KENNEL	Y091-Y06	84.37
L001-L13	SOIL CONSERVATION	Y091-Y06	54.00
H430-H14	COUNTY HOME	Y091-Y06	1,668.71
E101-E12	COUNTY HEALTH	Y091-Y06	256.16
PO71-P05	LICE	Y091-706	0.00
T050-T25	PH/HSP	Y091-Y06	0.00
T048-T25	ELDERHEALTH	Y091-Y06	0.00
T077-T01	IAP	Y091-Y06	2.00
T078-T01	RABIES	Y091-Y06	5.00
T079-T01	WELCOME HOME	Y091-Y06	3.00
S049-S63	MENTAL HEALTH	Y091-Y06	98.36
H300-H13	HUMAN SERVICES	Y091-Y06	523.62
H310-H08	CHILD SUPPORT	Y091-Y06	44.36
K200-K10	MVGT K-1	Y091-Y06	22.18
K200-K10	MVGT K-2	Y091-Y06	54.00
K200-K24	MVGT K-11	Y091-Y06	618.14
K200-K37	MVGT K-25	Y091-Y06	231.44
Y090-Y14	WATER/SEWER	Y091-Y06	482.16
T075-T52	WIC	Y091-Y06	0.00
T075-T02	WIC	Y091-Y06	88.72
S079-S07	CLERK CRTS. TITLE	Y091-Y06	164.90
S230-S66	OAKVIEW JUVENILE	Y091-Y06	90.64
S230-S16	OAKVIEW JUVENILE	Y091-Y06	79.55
S028-S03	AFTERCARE	Y091-Y06	22.18
W081-P07	PROSECUTOR DRETAC	Y091-Y06	22.18

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE JUVENILE COURT
TUTORING PROGRAM FUND M70**

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 3, 2001.

M-70 DRUG COURT-TUTORING PROGRAM FUND

M070-M01	Salaries	\$1,168.75
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE PROSECUTOR'S
VICTIM ASSISTANCE PROGRAM 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 3, 2001.

W-80 PROSECUTOR'S VICTIM ASSISTANCE FUND

W080-P01	Salaries	\$255.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE
SHERIFF'S RESERVE ACCOUNT 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 3, 2001.

U10 SHERIFF'S RESERVE ACCOUNT

U010-U06 Other Expenses \$60.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUEST
FOR CERTIFICATION OF MONIES**

Motion made by Mr. Olexo, seconded by Mr. Thomas to request the following monies be certified.

June 27, 2001

Budget Commission
Belmont County Courthouse
St. Clairsville, OH 43950

RE: Certification of monies/Belmont County General Fund

Dear Sirs,
Requesting certification of monies as follows:
\$4,872.29 paid into A145-A01 reimbursement of Magistrate salary.

Thank you for your consideration.

Very truly yours,
Ryan E. Olexo /s/
Mark A. Thomas /s/
Charles R. Probst, Jr. /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF DISCUSSION HELD
RE: PAYMENT TO SENECA VALLEY, INC
DEEP RUN WATERLINE EXTENSION PROJECT**

Motion made by Commissioner Probst, seconded by Commissioner Thomas to approve Requisition No. 3 to Seneca Valley, Inc. for the Deep Run Water Extension project in the amount of \$66,974.10.
Commissioner Thomas had questions and concerns in regards to the residents' problems being addressed adequately. Commissioner Probst rescinded his second to the motion.
Commissioner Thomas asked John Christopher, Director Belmont County Sanitary Sewer District, to address the issue. Mr. Christopher stated Jeff Vaughn, Vaughn, Coast and Vaughn, was taking care of problems with berms and culverts. Commissioner Thomas stated that this project has been a thorn in his side for the past six months, and he wants the issues addressed. Commissioner Thomas asked John Christopher if we have issues with the contractor, "Are we ok with this?" Commissioner Olexo stated he has never seen so many phone calls on an issue. John stated complaints are being addressed and he is handling some of them personally. Commissioner Thomas asked if the contractor is fulfilling his obligation. John stated "Yes, I feel things have been put back in a reasonable manner." Commissioner Olexo stated that even miniscule complaints are legitimate complaints, and questioned if they were indeed being handled. John stated they were, the most recent of issues was a valve needing to be concreted and some painting and marking of valves still need to be completed.

Commissioner Probst stated that three weeks ago he and the contractor went up and down the project site and things looked good and he was comfortable with the progress of the project. Fred Bennett, Belmont County Engineer, stated he had not been there recently but that there was a lot of maintenance still needing done.

Commissioner Thomas stated, "I would like this motion held, I am not sure if we are satisfied." The Board directed John Christopher to check out the roads and to make certain they meet Mr. Bennett's satisfaction."

**IN THE MATTER OF DISCUSSION HELD
RE: AVONDALE SEWAGE SITUATION**

John Christopher, Director Belmont County Sanitary Sewer District, updated the Board on the Avondale sewage situation, north of Shadyside. Mr. Christopher stated that Danny Walls, Plant Operator, and Bill Street, Street Engineering had viewed the area with him review the situation. There currently is no sewage treatment, it is a combined storm and sanitary lines that are currently being directly emptied into the Ohio River. The plan is to have a separate sewer system for this area and have it tie into Shadyside's existing system. John stated possibly the Board would want to meet with Shadyside officials to discuss the situation, to see if they feel their system can adequately accommodate this. Commissioner Probst will attend the next Shadyside Council meeting with John Christopher on behalf of the Board.

**IN THE MATTER OF BELMONT COUNTY CDBG
FORMULA PUBLIC HEARING #2**

Belmont County Community Development Block Grant Formula Public Hearing #2 was held at the Belmont County Courthouse, Commissioners Office July 3, 2001 at 3:30 P.M. Present for the hearing were Ryan E. Olexo, Commissioner; Joseph A. Gaudio, Treasurer; Darlene Pempek, Clerk and A.C. Wiethe, Bel-O-Mar Regional Council.

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

Motion made by Mr. Olexo, seconded by Mr. Thomas authorizing Belmont County Auditor Joseph A. Pappano to establish a new fund for a part time grant for the Belmont County Juvenile Court Department entitled:

BELMONT COUNTY
TUTOR JUVENILE COURT PROGRAM

The following line items are needed:

Salary
PERS
Workers Comp
Medicare
Training
Supplies

Receipt line items will be necessary for: Advances In

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Olexo, seconded by Mr. Thomas authorizing Belmont County Auditor Joseph A. Pappano to establish a new fund for a part time grant for the Belmont County Juvenile Court Department entitled:

BELMONT COUNTY/DRUG COURT III PROGRAM

The following line items are needed:

Salary
PERS
Workers Comp
Medicare
Insurance
Equipment
Supplies
Contracts

Receipt line items will be necessary for: Advances In

Upon roll call the vote was as follows:

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

**IN THE MATTER OF MUNICIPAL
STREET FUND-CITY OF ST. CLAIRSVILLE**

June 26, 2001

Belmont County Commissioners
Belmont County, Ohio
Courthouse
St. Clairsville, OH 43950

RE: City of St. Clairsville
Municipal Street Fund
Vehicle License Tax

Dear Commissioners:

St. Clairsville's application for a paving project has been referred to me and I find that the purposes listed are eligible and that the streets involved are included on the approved map designating streets conducive to the orderly and efficient flow of traffic within and through the county.

They propose to use these funds for base reconstruction, planing and resurfacing the following:

Newell Avenue from North Sugar Street to S.R. 9
Parshall Avenue from S.R. 40 to Millrose Drive
Orchard Drive from S.R. 40 to South side Intersection
The estimated cost will be \$74,913.49 of which \$24,907.71 is from this source and the balance is from their own funds.

Very truly yours,
Fred F. Bennett /s/
Fred F. Bennett, P.E., P.S.
Belmont County Engineer

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the foregoing recommendation for Municipal Street Funds and to notify the City of St. Clairsville, Ohio.

July 3, 2001
Dennis Bigler
City of St. Clairsville
100 North Market Street
St. Clairsville, Ohio 43950

Dear Mr. Bigler:

In accordance with Section 4504.04 of the Revised Code of Ohio, we hereby certify that \$24,907.71 has been allocated to the City of St. Clairsville for reconstruction, planning and resurfacing the following:

Newell Avenue from North Sugar Street to S.R. 9
Parshall Avenue from S.R. 40 to Millrose Drive
Orchard Drive from S.R. 40 to South side Intersection

The estimated cost will be \$74,913.49 of which \$24,907.71 is from this source and the balance is from your own funds.

Upon completion, please submit copies of the invoices to the Belmont County Engineer for the processing of payment to the City.

BELMONT COUNTY COMMISSIONERS

Ryan E. Olexo /s/

Charles R. Probst, Jr. /s/

Mark A. Thomas /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CONTRACT BETWEEN
BELMONT COUNTY COMMISSIONERS AND
GREEN ACRES CONTRACTING COMPANY FOR
BEL-CR 02-00.000 END TERMINAL REPLACEMENT PROJECT
ODOT PID #22241/ENGINEER'S**

Motion made by Mr. Olexo, seconded by Mr. Probst to enter into the following contract:

CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BEL-CR02-00.000 END TERMINAL REPLACEMENT PROJECT
ODOT PID #22241

AUDITOR'S OFFICE, BELMONT COUNTY, OHIO

THIS AGREEMENT made and entered into this 3rd day of July, 2001 between **GREEN ACRES CONTRACTING COMPANY, INC.** P.O. Box 463 Pennsylvania Avenue, Scottdale, PA 15683 and Charles Probst, Jr., and Mark Thomas and Ryan Olexo, Commissioners of Belmont County, WITNESSETH that the said **GREEN ACRES CONTRACTING COMPANY, INC.** hereby agrees to furnish all service, labor, material and equipment to do all work requisite necessary to upgrade guardrail end terminal assemblies at various bridges along County Highways 2,4,5,10,16,56 and 82 and other related work in accordance with Bid Document, Contract Provisions, Federal-Aid Construction, plans and specifications.
Methods of Construction, Composition and Preparation of Materials shall conform to the latest applicable Sections of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

APPROX. QUAN.	ITEM	DESCRIPTION	UNIT PRICE BID	TOTAL AMT. BID
LUMP	202	Portions of structure removed	\$2,000.00	2,000.00
408 each	606	Guardrail post	45.00	18,360.00
33 each	606	Guardrail post as per plan	45.00	1,485.00
15 each	606	Guardrail post 9 ft.	60.00	900.00
2281.25 lin ft	606	Guardrail misc nested	13.50	30,796.88
825 lin ft	606	Guardrail misc rub rail	13.50	11,137.50
4 each	606	Spec misc footing anchors	100.00	400.00
LUMP	614	Maintaining traffic	2,800.00	2,800.00

LUMP	624 Mobilization	3,000.00	3,000.00
	TOTAL AMOUNT		\$70,879.38

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **GREEN ACRES CONTRACTING COMPANY, INC.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS	GREEN ACRES CONTRACTING CO.
<u>Ryan E. Olexo /s/</u>	<u>By: Thomas M. Pisula /s/</u>
<u>Charles R. Probst, Jr. /s/</u>	Thomas M. Pisula, President
<u>Mark A. Thomas /s/</u>	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
INTO SERVICE CONTRACT BETWEEN
MID EAST OHIO VOCATIONAL SCHOOL DISTRICT
AND BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Olexo to enter into the following service contract.

**BELMONT COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES
SERVICE CONTRACT**

This contract is made and entered into as of July 1, 2001, by and between the Mid-East Ohio Vocational School District (MEOVSD) and the Belmont County Department of Job and Family Services (hereinafter referred to as the County) for the purpose of establishing the terms and conditions by which the agency will provide skill assessment services for TANF eligible individuals as defined by the County's PRC Plan.

Therefore, it is hereby mutually understood and agreed as follows:

1. This contract is for the period July 1, 2001 through June 30, 2002.
2. Either party may terminate this contract by giving thirty (30) days written notice to the other agency involved.
3. The County agrees to reimburse the Agency the sum of one hundred dollars (\$100.00) per assessment session regardless of the number of individuals assessed. The Agency will submit a monthly billing to the County listing individuals served and expenditures related to the services provided to each individual. County will provide reimbursement to the Agency within thirty (30) days of receipt of billing or as soon as County Auditor processes payment. Agency expects to conduct approximately four (4) to eight (8) sessions per month. The maximum amount to be paid under this contract is four thousand dollars (\$4,000.00).
4. This project is subject to available Federal and State funds.
5. Federal, State, County Agencies, the Controller General of the United States, or any other duly authorized representatives will have access to any books, documents, papers and records which are in any way pertinent to this contract for the purpose of making audit explanations, excerpts, and transcriptions. Agency will maintain all required records for three (3) years after County makes final payment and all pending matters are closed.
6. The contract may be amended by means of a written instrument executed by all parties, hereto.
7. Agency and County agree that as a condition of this contract, there shall be no discrimination against any client or employee because of race, color, sex, religion, national origin, handicap or any other factor as specified in Title Vi of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the Agency will comply with all appropriate Federal and State laws regarding such discrimination and the rights to and method of appeal will be made available to all persons under this contract. Any Agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
8. The Agency shall indemnify and hold harmless the County and its Fiscal Agent from all claims, losses and expenses, including but not limited to attorney's fees, arising from or in connection with the failure of the Agency's employees or agents in providing the services as outlined in this contract.

The parties hereto agree to review the provisions of this contract prior to the end of its terms with the view of ascertaining whether or not an extension or a revision is necessary or advisable to provide further services.

SIGNATURES

<u>Dwayne D. Pielech /s/</u>	<u>6/25/01</u>
Dwayne D. Pielech, Director	Date
Belmont County Department of Human Services	

<u>Linda Luca /S/</u>	<u>6-15-01</u>
Linda Luca, Director	Date
ABLE	

<u>Cindy Nye /S/</u>	<u>6-15-01</u>
Cindy Nye, Treasurer	Date
ABLE	

<u>Ryan E. Olexo /S/</u>	<u>7/03/01</u>
Belmont County Commissioner	Date

<u>Mark A. Thomas /S/</u>
Belmont County Commissioner

Charles R. Probst, Jr. /s/
Belmont County Commissioner

Approved as to form:
Daniel P. Fry /s/ 6/13/2001
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO
PURCHASE OF SERVICES CONTRACT WITH
BELMONT COUNTY TECHNICAL COLLEGE/BCDJFS

Motion made by Mr. Olexo, seconded by Mr. Probst to enter into the following Purchase of Service Contract with Belmont Technical College for the Belmont County Department of Job and Family Services.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

PURCHASE OF SERVICE CONTRACT

This agreement to utilize Workforce Investment Act (WIA) funds and other funding sources to support the services of a local coordinator at Belmont Technical College is made and entered into June 4, 2001 by and between the Belmont County Department of Job and Family Services (hereinafter referred to as Department) and Belmont Technical College (hereinafter referred to as Provider). This agreement will be effective from July 1, 2001 through June 30, 2002 inclusive, unless otherwise terminated.

The purpose of this agreement is to fund a coordinator at Belmont Technical College to assist WIA participants in obtaining the necessary services they need to successfully complete their training program and to facilitate the coordination of WIA activities between the Department and Provider. The attached narrative outlines the responsibilities of the coordinator under this agreement.

General Provisions

A. Provider agrees that the use or disclosure of any information concerning qualified customers for any purpose not related to the delivery of the purchased services is prohibited except upon written consent of the customer.

B. The Provider understands that this written agreement superceded all oral agreements.

C. The Provider agrees that in the performance of this agreement there shall be no discrimination against any customer because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to a method of appeal will be made available to all persons served under this agreement,

D. In the event the Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which the Provider is not entitled.

E. In the event that state and/or federal funding is no longer available to the Department, therefore requiring changes or termination will be effective on the date that the state and/or federal funding is no longer available, or, later as otherwise stipulated by the Department.

F. This agreement may be terminated by the Provider or the Department upon thirty days written notice. Failure to honor terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.

G. This agreement may be terminated by means of a written instrument executed by all parties hereto.

Payment Procedures

A. The maximum amount billable by the Provider to the Department is \$20,116.72 as specified in the attached budget unless otherwise modified by a written agreement.

B. The Provider understands that payment for all services provided in accordance with the provisions of this agreement depends on the availability of state and/or federal funds.

C. The Provider agrees to submit an invoice to the Department on a monthly basis. The Department agrees to review the invoice and provide reimbursement for services within thirty days of the receipt of the invoice or as soon as the County Auditor processes the payment.

D. Provider warrants the claims made to the Department for payment of services shall be for actual services rendered to eligible customers and do not duplicate claims made by the Provider to other sources of funds for the same service.

E. Payments made under this agreement will be allocated based on the percentage of WIA participants in each program title attending Belmont Technical College.

Narrative

Responsibilities of Coordinator

1. Provide cost of attendance information to Belmont WIA on a quarterly basis.
2. Provide copies of Financial Aid award letters for each client to WIA.

- 3. Gather and spend copies of BTC course placement test scores (ASSET or COMPASS) to WIA.
- 4. Report client withdrawals and non-attendance to WIA.
- 5. Send grade transcripts to WIA for each client, each quarter.
- 6. Track any/all clients who earn grades of "I" (Incomplete) and report all grade changes to WIA by transcript.
- 7. Insure that all clients obtain proper signatures on cost of attendance agreements.
- 8. Insure that all clients complete attendance forms in entirety to include student and faculty signatures.
- 9. Insure that all client mileage mileage reimbursements checks are accurate, if questioned.
- 10. Complete educational information sharing forms.
- 11. Insure that all client transactions at bookstore are non-taxable.
- 12. Provide individual orientation for each new client, to include teaching clients how to read BTC class admittance permits.
- 13. Orient all new clients to BTC classroom building, to include showing them where their classes will meet by room.
- 14. Assist clients in registering their vehicles with the college.
- 15. Serve as intermediary between client and the agency by insuring the clients are made aware of when the agency needs to speak with them.
- 16. Attend group meetings of disclosed and newly unemployed workers to explain WIA function at Belmont Technical College.
- 17. Insure that WIA agencies are provided with current catalogs and course information.
- 18. Other related tasks as needed.

One goal of the Coordinator is to provide direct, personalized service to each client who enrolls at Belmont Technical College. The direct services provided by the Coordinator are performed in such a manner as to maximize the possibilities of client success while enrolled at Belmont Technical College.

Concurrent with the client service goal is the goal of providing quality, comprehensive services to the agency. This is accomplished through the high degree of personal contact with the clients which enables the Coordinator to report the status of clients to the agency in a timely, accurate basis. In turn the WIA staff never needs to search for the "right" BTC employee to contact with questions. The Coordinator provides a centralized point of information about the College and its various functions for the agency.

SIGNATURES

Dwayne D. Pielech /s/ 6/25/01
Dwayne D. Pielech, Director Date
Belmont County Department of Human Services

J E. Bukowski /S/ June 22, 2001
Dr. Joseph Bukowski, President Date
Belmont Technical College

Ryan E. Olexo /S/ 7/03/01
Belmont County Commissioner Date

Mark A. Thomas /S/
Belmont County Commissioner

Charles R. Probst, Jr. /s/
Belmont County Commissioner

Daniel P. Fry /S/ 6/26/2001
Approved as to form Date
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION WITH MIKE KINTER, HUMAN RESOURCE
ADMINISTRATOR FOR THE BCDJFS AT 10:00 A.M.**

Motion made by Mr. Olexo, seconded by Mr. Probst to enter executive session at 10:00 A.M. with Mike Kinter, Human Resource Administrator for the Belmont County Department of Job & Family Services to discuss the employment of a public employee upon adoption of the following:

**RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C. 121.22 (G) (1); and

WHEREAS, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to consider the employment of a public employee;
WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to consider the employment of a public employee;
WHEREFORE, BE IT FURTHER RESOLVED THAT: the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

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

IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION WITH MIKE KINTER, HUMAN RESOURCE
ADMINISTRATOR FOR BCDJFS AT 10:25 A.M.

Motion made by Mr. Olexo, seconded by Mr. Thomas to adjourn executive session at 10:25 A.M. with Mike Kinter, Human Resource Administrator for the Belmont County Department of Job & Family Services to discuss the employment of a public employee.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

FOLLOWING ACTION TAKEN

IN THE MATTER OF AUTHORIZING
THE HIRING OF A CASE MANAGER
FOR BELMONT COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES

Motion made by Mr. Olexo, seconded by Mr. Thomas authorizing Dwayne Pielech, Director of Belmont County Department of Job & Family Services to hire a new case manager. The name of the new employee is not being announced at this time as a courtesy to allow the individual to provide notice to their current employer.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING
EXECUTIVE SESSION WITH RICHARD QUINLIN, EMA DIRECTOR
AT 10:25 A.M.

Motion made by Mr. Olexo, seconded by Mr. Thomas to enter executive session at 10:25 A.M. with Richard Quinlin, Director of Emergency Management Agency to discuss the employment of a public employee upon adoption of the following:

RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C. 121.22 (G) (1); and
WHEREAS, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to consider the employment of a public employee;
WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to consider the employment of a public employee;
WHEREFORE, BE IT FURTHER RESOLVED THAT: the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

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

IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION WITH RICHARD QUINLIN, EMA DIRECTOR
AT 11:05 A.M.

Motion made by Mr. Olexo, seconded by Mr. Probst to adjourn executive session at 11:05 A.M. with Richard Quinlin, Director of Emergency Management Agency to discuss the employment of a public employee.

Upon roll call the vote was as follows:

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

- NO ACTION TAKEN

IN THE MATTER OF GRANT AGREEMENT
BETWEEN OHIO DEPT. OF YOUTH SERVICES
AND JUVENILE COURT/OAKVIEW JUVENILE REHAB GROUP HOME

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following agreement with the Ohio Department of Youth Services for the Oakview Juvenile Rehabilitation Facility Group Home.

OHIO DEPARTMENT OF YOUTH SERVICES
GRANT AGREEMENT FOR COMMUNITY CORRECTIONS FACILITIES

This Grant Agreement and Funding Application is made and entered into by and between the State of Ohio, Department of Youth Services (herein referred to as "Department"), and the Oakview Group Home (hereinafter referred to as "Grantee" as defined in Ohio Administrative Code 5139-61-02(H)), located in St. Clairsville, Ohio 43950.

The Grantee has made application to the Department for funds made available for operations and maintenance of the Facility, and has submitted a grant plan for the use of these funds. The Department approves funding for the Grantee in the sum of \$600,083 for the period beginning July 1, 2001, and ending June 30, 2002, subject to the terms and conditions of this agreement.

A. TERMS AND CONDITIONS

Eligibility

1. The Grantee agrees to implement the plan as outlined in the grant application submitted by the Grantee and approved by the Department (including any conditions hereafter imposed by the Department for purposes of provisional approval), which is attached hereto as Appendix A, and incorporated herein by reference.
2. The Grantee agrees to comply with Ohio Administrative Code Chapter 5139-61, "Community Juvenile Corrections Facilities Program Rules and Procedures" and 5139-63, "Community Juvenile Corrections Facilities Rules and Procedures"; and Ohio Revised Code Section 5139.36, and other related sections.
3. The obligations of the Department under this agreement are subject to the determination of the Director that sufficient funds have been appropriated by the General Assembly to the Department for the purposes of this agreement and to the certification of the availability of such funds by the Director of Budget and Management as required by R.C. 126.07.
4. The initial amount of funding approved by the Department under this agreement is subject to quarterly review by the Department and may be increased or reduced based upon operational and maintenance needs of the Facility and availability of funds. Budget adjustments will not be made without this review. The Facility will be notified in writing of any change in the initial funding within 10 working days after the review of the budget. The decision of the Director shall be final and is not appealable.
5. The Grantee agrees to indemnify and hold harmless the Department from any claims and for any liability resulting from the failure by the Grantee to perform the duties required by this Agreement or applicable law.
6. The Grantee agrees that it will not employ as staff, or on a contract basis, any employee of the Department.
7. The Grantee will make its best efforts to augment the funding received from the Department through other funding resources, including but not limited to: tuition reimbursement, Medicaid, NSLA, and other sources identified by the Department.
8. The Grantee agrees that the only youth admitted and served by the Facility shall be those who would have otherwise been committed to the Department.
9. The Grantee agrees that the approved funds shall only be used to support operations and maintenance costs of the Facility and shall not be used for the provision of aftercare services.

B. Program Evaluation:

- 1) The Grantee shall maintain statistical records for the grant in the format and frequency as established by the Department.
- 2) The Grantee shall prepare and submit to the Department a report comprised of statistical data pursuant to the Department's instructions.
- 3) The Grantee shall prepare and submit to the Department reports comprised of the statistical data set forth above based upon the time frame established by the Department.
- 4) The Grantee agrees to maintain intake and assessment forms for each youth referred or placed in the Facility.
- 5) The Grantee acknowledges that failure to comply with Items (B)(1) through (4) of this Grant Agreement may result in delayed grant payments to the Grantee.

C. Compliance

1. The Grantee agrees that it will cooperate with and provide any additional information as may be required by the Department to fulfill its obligations in the administration and evaluation of the community-based corrections facility and program.
2. The Grantee understands that failure to comply with the rules of Chapter 5139.61 and 5139.63 of the Ohio Administrative Code, which are applicable under this Grant Agreement, may be cause for the Director of the Department of Youth Services to terminate further funding. Furthermore, the Grant Agreement may be terminated by the Department if:
 - A. There has been a reduction in the quality and extent of the program services.
 - B. There has been a financial or audit disclosure involving misuse of state funds.
 - C. A substantial reduction in commitments to the Department is not achieved, as indicated in the approved plan.
 - D. Program modifications required by the Department are not made.

3. The Grantee agrees to compensate the Department for the costs of any audit performed by the Auditor of State which is deemed necessary by the Department.

D. Termination

1. The Department shall provide written notice to the Grantee of any intention to terminate funding. This notice will be provided thirty (30) days prior to any such action being taken.

2. The Grantee shall have thirty (30) days following the receipt of such notice to present a request for reconsideration to the Director of the Department of Youth Services. The decision of the Director shall be final and is not appealable.

3. Either the Department or the Grantee may terminate this agreement without cause, by providing the other party written notification of the date of the termination, which shall not be less than thirty (30) days from the date of the written notice.

AUTHORIZED SIGNATURES:

DEPARTMENT:

Director
Department of Youth Services

Date

FACILITY:

C. Sokolowski /S/
Facility Administrator
Oakview Group Home

06/28/01
Date

JUDGE (one for each county): Belmont County

J. Mark Costine /S/
Belmont County Juvenile Court Judge

6/28/01
Date

COUNTY COMMISSIONER (one for each county): Belmont County

Ryan E. Olexo /S/
Belmont County Commissioner

7-3-01
Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING

AMENDMENT TO IV-D CONTRACT

FOR ATTORNEY RICHARD MELANKO/BCDJFS

Motion made by Mr. Thomas, seconded by Mr. Probst to approve an amendment effective June 1, 2001 to the IV-D Contract between the Belmont County Child Support Agency and Attorney Richard Melanko entered into on the 1st day of August, 2000 and numbered 0700061. The maximum dollar amount of the contract is being increased by \$5,000.00 to \$65,000.00 due to an increase in the amount of time that Attorney Melanko is being required to spend before Magistrate Paleudis.

Upon roll call the vote was as follows:

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

IN THE MATTER OF SUBORDINATION AGREEMENT

RE: COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

MR. AND MRS. BAKER, GLENCOE

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following subordination agreement

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration that BELMONT SAVINGS BANK, BELLAIRE, OHIO, shall loan the sum of \$17,000.00 to Bruce A. Baker and Roxanne Baker, husband and wife, of Box 207, Glencoe, Ohio upon the security of a mortgage upon real property of said:

Situated in the Village of Glencoe, Township of Richland, County of Belmont and State of Ohio, and known as and being Lots Numbered Eight (8) and Nine (9) of Clarks Second Addition to the Town of Glencoe as platted and of record.

Prior instrument reference: Volume 553 at Page 878.

The undersigned, Ryan E. Olexo, Charles R. Probst, Jr., and Mark A. Thomas, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said Belmont Savings Bank, P.O. Box 654, Bellaire, Ohio, shall be a first and best lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive in its favor, the priority of a mortgages thereon, dated June 1, 1998, executed and delivered to the Belmont County Recorder, by said Bruce A. Baker and Roxanne Baker and recorded in Volumes 703 and 705, at Pages 370 and 208 of the Records of Mortgage of Belmont County, Ohio, to the extent of the lien of which

mortgage the Belmont Savings Bank is now the owner and holder.

IN WITNESS WHEREOF, Ryan E. Olexo, Charles R. Probst, Jr., and Mark A. Thomas, Belmont County Commissioners have caused their names to be subscribed hereto by its duly authorized officers this 3rd day of July, 2001.

Signed and Acknowledged
in the presence of:

Mae Whiteley /s/

Darlene Pempek /s/

Belmont County Commissioners:

Ryan E. Olexo /s/

Ryan E. Olexo

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr.

Mark A. Thomas /s/

Mark A. Thomas

STATE OF OHIO

COUNTY OF BELMONT ss:

The foregoing instrument was signed and acknowledged before me at St. Clairsville, Ohio this 3rd day of July 2001, Ryan E. Olexo, Charles R. Probst, Jr., and Mark A. Thomas being duly authorized, for and on behalf of the Belmont County Commissioners.

My Commission expires:

Jayne Long /s/

Notary Public

This instrument prepared by: Frank Pierce, Belmont County Prosecutor.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING
THE HIRING OF BRIAN CHASE,
SUMMER HELP LABORER/SANITARY SEWER**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the hiring of Brian Chase, summer help laborer for the Sanitary Sewer District, effective June 25, 2001 at \$5.25 per hour.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING
QUARTERLY FINANCIAL REPORT/RECYLING AND LITTER CONTROL GRANT**

Motion made by Mr. Olexo, seconded by Mr. Thomas authorizing Commissioner Probst to sign and submit the Quarterly Report Financial Summary for April 1 thru June 30, 2001 for the Recycling and Litter Control Grant.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING
THE QUARTERLY REPORT FOR THE
BELMONT COUNTY DRUG COURT GRANT**

Motion made by Mr. Thomas, seconded by Mr. Probst authorizing Commissioner Olexo to sign and submit the Quarterly Report form for the Belmont County Drug Court, Subgrant No. 2000-JB-009-A004 initial payment request in the amount of \$37,830.00 for the Belmont County Juvenile Court.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING
THE SUBGRANT AWARD FOR THE
OAKVIEW JUVENILE REHABILITATION DISTRICT/AFTERCARE PROGRAM**

Motion made by Mr. Thomas, seconded by Mr. Probst authorizing Commissioner Olexo to sign and submit the Subgrant Award for the Oakview Juvenile Rehabilitation District Aftercare Program, Subgrant No. 2000-JB-013-A112 in the amount of \$121,577.00.

Upon roll call the vote was as follows:

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

RECONVENE MEETING AT 1:45 P.M.

IN THE MATTER OF ADJOURNING
MEETING AT 1:45 P.M.

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn the meeting at 1:45 P.M.

Upon roll call the vote was as follows:

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

Read, approved and signed this 6th day of July A.D., 2001.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK