

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 July 13, 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. 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.

Claim of	Purposes	Amount
Roger L. Tipton	Jun/Jul 100 W Main/Makenzie Bldg-Gen	90.00
Belmont Technical College	Registration-tuition/GIS Projects-Gen	60.00
David Myers	Reimburse mileage-General	54.64
Pitney Bowes Credit Corp	Postage/Eastern Court-General	120.58
Paul B. Jefferis	Misc. attorney fees-General	157.00
Purple Dingo	Professional Service-General	255.00
Village of Bethesda Water	Water service/Bethesda-General	651.11
Jayne Long	Reimburse expenses/Supplies-General	9.96
Contract Business Interiors	Furniture/Security Station-General	731.00
Norris Demolition	Demolition, Neffs Garage-Eng Bldg Const	3,777.00
Marlin Harper, Attorney	Purchase building-In Home	185,000.00
Sommer Stenographic	Court Reporter fee-Western Ct Spec Proj	75.00
Ameritech	Probation/Phone Bill	143.84

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 18, 2001 as follow:

FUND	AMOUNT
General	\$21,860.15
General/Sheriffs	\$20,224.60
Martins Ferry Satellite	\$144.16
Dog & Kennel	\$225.61
BCDJFS/Public Assistance	\$19,310.31, \$2,812.35, \$99,198.34, \$5,035.00, \$5,000.00, \$89,025.56, \$300.00
Engineer's MVGT	\$413.51, \$15,738.61
Oakview Administration Bldg	\$3,090.55
Belmont County Western Division Court	\$364.41
Oakview Juvenile Rehabilitation Dist	\$2,082.68
Oakview Juvenile Rehab/Aftercare	\$595.00
Job Training	\$774.00, \$13,200.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	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
C-CAP FUND		
M055-M16 Victims of Crime	M055-M09 Salaries	\$401.91

CARE & CUSTODY		
M060-M65 Victims of Crime	M060-M25 Salaries	2,205.84
M060-M65 Victims Of Crime	M060-M60 Salaries	806.09
ALTERNATIVE SCHOOL GRANT		
M067-M01 Salaries	M067-M12 Transfers Out	1,653.84
M067-M01 Salaries	M067-M12 Transfers Out	522.06

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS
WITHIN FUND FOR THE OAKVIEW JUVENILE
REHABILITATION DISTRICT AFTERCARE PROGRAM FUND

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following transfers within the fund for the Oakview Juvenile Rehabilitation District Aftercare Program Fund.

AFTERCARE PROGRAM		
FROM	TO	AMOUNT
S028-S06 Contract Serv	S028-S01 Salaries	\$893.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER
OF FUNDS WITHIN THE GENERAL FUND

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds within the Belmont County General Fund.

FROM	TO	AMOUNT
A017-A00 Contingencies	A307-A01 Fairboard	\$14,789.84
A017-A00 Contingencies	A801-A11 Soil Conservation	5,000.00
A017-A00 Contingencies	A401-A11 Other Exp.	95,702.00
A017-A00 Contingencies	A115-A15 Advances Out	1,412.00

Monies transferred to Other Expenses includes:

- \$18,000.00 allocation to the Family Health Services
- \$24,000.00 allocation to the Womens, Infants and Children Program
- \$53,702.00 allocation for payment of the COA Special Audit

Advances Out-Cash advance to W80 Prosecutors Victim Assistance

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN
FUND FOR THE NORTHERN DIVISION
COURT COMPUTER FUND

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following transfer of fund for the Belmont County Northern Division Court Computer Fund.

FROM	TO	AMOUNT
S083-S06 Computer Soft.	S083-S10 Salaries	\$448.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
P092-P03 Other Expenses	P092-P01 Salaries	\$640.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER
OF FUNDS FOR THE COMMUNITY
BASED CORRECTION GRANT FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following transfer of funds for the Belmont County Community Based Correction Grant Fund.

FROM	TO	AMOUNT
S077-S03 Automobile Exp.	S077-S01 Salaries	\$45.70

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANFER
OF FUNDS WITHIN THE GENERAL FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds within the Belmont County General Fund/Magistrate Common Pleas.

FROM	TO	AMOUNT
A002-B29 Workers Comp	A002-B25 Salaries	\$1,000.00
A002-B30 Other Expenses	A002-B25 Salaries	\$3,000.00

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 D-00
ROAD AND BRIDGE MONIES FUND**

Motion made by Mr. Probst, 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 3, 2001.

D-00 ROAD AND BRIDGE FUND

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

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

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE U-10
SHERIFF'S RESERVE ACCOUNT FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of July 18, 2001.

U-10 Sheriff Reserve Account Fund

U010-U06 Other Expenses	\$320.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE N-32
BELMONT COUNTY FOX COMMERCE INDUSTRIAL FUND**

Motion made by Mr. Probst, 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 18, 2001.

N-32

Belmont County Fox Commerce Industrial Fund

N032-N01 Contract Services	\$148,949.00
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*** State of Ohio/ARC and EDA grant monies

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 S025
CHILDREN SERVICES 50SS**

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 18, 2001.

S025 Children Services 50SS

S025-S10 Transfers Out \$99,354.00

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 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 18, 2001.

General Fund
County Court Probation Officer

A002-H01 Salary	\$12,538.46
A002-H02 Workers Comp	500.00
A002-H03 PERS	1,693.75
A002-H04 Medicare	181.25
A002-H05 Hospitalization	1,461.00
A002-H06 Other Expenses	12,416.71
Total	\$28,790.71

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE W080
PROSECUTOR'S OFFICE VICTIM
WITNESS ASSISTANCE PROGRAM**

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 18, 2001.

W080 Prosecutor's Office Victim Witness Assistance

W080-P01 Salaries \$1,667.00

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 VARIOUS
JUVENILE COURT GRANT FUNDS**

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 18, 2001.

M-055 Juvenile Court - CCap Fund
M055-M16 Victim of Crime \$870.81

M064 Juvenile Court - Placement Services Fund
M064-M01 Salaries \$ 1,200.00
M064-M05 Placement \$12,587.00

M069 Juvenile Drug Court III
M069-M01 Salaries \$1,653.84

M070 Juvenile Court's Tutoring Program
M070-M01 Salaries \$522.06

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 BEL-HARRISON
JUVENILE DISTRICT-GROUP HOMES FUND**

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 April 20, 2001.

Bel-Harrison Juvenile District
S031 Group Homes Fund

S031-G01 Salaries \$2,248.67

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 BEL-HARRISON
JUVENILE DISTRICT-SARGUS CENTER FUND**

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 18, 2001.

Bel-Harrison Juvenile District
S031 Sargus Center Fund

S033-S33 Salaries \$25,021.73
S033-S55 Advances Out 2,025.00

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 S-49
MENTAL HEALTH 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 18, 2001.

S49 MENTAL HEALTH

S049-S50 Supplies \$ 2,500.00
S049-S54 Contract Services 997,500.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF CASH ADVANCE
OF FUNDS FOR THE DISTRICT DETENTION
GROUP HOMES FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following **CASH ADVANCE OF FUNDS** for the District Detention Group Homes Fund (S031-G11) Advances In from the District Detention Home-Sargus Fund (S033-S55) Advances Out in the amount of \$2,025.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CASH ADVANCE
OF FUNDS FOR THE JUVENILE COURT
DRUG COURT PROGRAM FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following CASH ADVANCE of funds for the Juvenile Court Drug Court III Fund M69 (Advances In) from the Juvenile Court Alternative School M67(Transfers Out) as follows:

FROM	TO	AMOUNT
M067-M12 Transfers Out	M069-M08 Advances In	\$1,653.84

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**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following CASH ADVANCE of funds for the Juvenile Court Tutor Fund M70 (Advances In) from the Juvenile Court Alternative School M67(Transfers Out) as follows:

FROM	TO	AMOUNT
M067-M12 Transfers Out	M070-M08 Advances In	\$522.06

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 BELMONT HARRISON JUVENILE DISTRICT
GROUP HOMES FUND (S31)**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following **CASH ADVANCE OF FUNDS** for the Belmont Harrison Juvenile District Group Homes Fund S031-G11 (Advances In) from the Belmont Harrison Juvenile District Detention Homes-Sargus Fund S033-S55 (Advances Out) in the amount of \$2,025.00.

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.

Budget Commission
Belmont County Courthouse
St. Clairsville, Ohio 43950

Dear Sirs,
Re: Certification of monies/Belmont County General Fund

Requesting certification of monies as follows:
\$1,000.00 Transferred in as Western Division County Courts Special Project Funds on July 13, 2001.

Thank you for your consideration.

Very truly yours,
BELMONT COUNTY COMMISSIONERS

Ryan E. Olexo /S/
Ryan E. Olexo, President

Mark A. Thomas /S/
Mark A. Thomas, Vice-President

Charles R. Probst, Jr. /S/
Charles R. Probst, Jr.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING
PERMISSION FOR JOHN DEBONIS,
ENGINEER EMPLOYEE, TO TRAVEL**

Motion made by Mr. Olexo, seconded by Mr. Thomas granting permission for John DeBonis, Engineer Department Employee, to travel to Dellroy, Ohio for The Ohio Fact-Finding Model Conference on September 7, 2001. The total cost to attend this conference will be \$150.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING
PERMISSION FOR FRED BENNETT,
COUNTY ENGINEER, TO TRAVEL

Motion made by Mr. Thomas, seconded by Mr. Olexo granting permission for Fred Bennett, County Engineer, to travel to Columbus, Ohio for the 2001 Annual Ohio Bridge Conference August 21-22, 2001. The cost to attend the conference is \$225.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING
PERMISSION FOR VETERANS
SERVICE COMMISSION MEMBERS TO TRAVEL

Motion made by Mr. Probst, seconded by Mr. Thomas granting permission for Veterans Service Commission members to travel to Columbus, Ohio to attend the Summer Seminar of the O.V.A.V.S.C. on July 20-22, 2001.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING
PERMISSION FOR FAIR HOUSING BOARD MEMBERS
AND INTERIM DIRECTOR TO TRAVEL

Motion made by Mr. Probst, seconded by Mr. Thomas granting permission for Fair Housing Board members to travel to Columbus, Ohio on July 26, 2001 to attend a seminar. Estimated expenses are \$153.50.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ALLOCATION
OF MONIES TO THE BELMONT COUNTY
HEALTH DEPARTMENT/WOMEN, INFANTS AND CHILDREN PROGRAM

Motion made by Mr. Olexo, seconded by MR. Probst allocating \$24,000.00 (twenty-four thousand dollars) to the Belmont County Health Department, Women's, Infant and Children Program. These monies are designated to be paid to the WIC Program, 3201 Belmont Street, Bellaire, Ohio 43906 in order to assist the agency with their current funding crisis. This allocation of monies will allow the Women's, Infant and Children Program to continue operating and to maintain the services currently being provided to our residents.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ALLOCATION
OF MONIES TO THE BELMONT COUNTY
FAMILY HEALTH SERVICES, INC.

Motion made by Mr. Olexo, seconded by Mr. Probst allocating \$18,000.00 (eighteen thousand dollars) to the Belmont County Family Health Services, Inc.. These monies are designated to be paid to the Family Health Services, 68501 Bannock Road, St. Clairsville, Ohio in order to assist the agency with their current funding crisis. This allocation of monies will allow the Family Health Services to continue operating and to maintain the services currently being provided to our residents.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ALLOCATION OF
MONIES TO THE BELMONT COUNTY
AGRICULTURAL SOCIETY

Motion made by Mr. Olexo, seconded by Mr. Probst allocating \$ 14,789.84 (fourteen thousand seven hundred eighty nine dollars and eighty four cents) to the Belmont County Agricultural Society. These monies are designated to be paid to the Belmont County Agricultural Society, P.O. Box 704, St. Clairsville, Ohio in order to assist the agency with the purchase of new office equipment and materials for the cost of expanding the Secretary's office at the main gate at the fairgrounds pursuant to the following request:

"As we discussed at our meeting with you on April 17, 2001, we are requesting funds to purchase new office equipment. We have checked on prices of equipment that we would like to purchase and they are as follows:

Savin Copier from Stenger's	1599.00
Nakajima Typewriter from Stenger's	450.00
Dell Computer	<u>3019.00</u>
Total	\$5068.00

We also discussed with you that we are planning to add on to the Secretary's Office at the Main Gate on the fairgrounds. We have drawn up plans and determined the approximate cost of expanding the building. A copy of the plans and a breakdown of the costs are attached.

Building Cost	\$9,721.84
(Materials from Keim Lumber Co.)	

Total amount requested	<u>\$14,789.94</u>
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We certainly do want to thank you for all of your help to us and we look forward to continued working relations with you. If there is any way we can help you, please contact us."

Upon roll call the vote was as follows:

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

IN THE MATTER OF MUNICIPAL
STREET FUND-VILLAGE OF BRIDGEPORT

July 12, 2001

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

RE: Village of Bridgeport
 Municipal Street Fund
 Vehicle License Tax

Commissioners:

Bridgeport'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 improvements to the following:

North Lincoln Avenue
 Aetnaville Section
 Kirkwood Section
 Kirkwood to Kirkwood Heights
 Main Street
 South Lincoln Avenue
 Laipple Street

The estimated cost will be \$12,000.00 all of which is from this source.
 I recommend approval.

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. Thomas to approve the foregoing recommendation for Municipal Street Funds and to notify the village of Bridgport, Ohio.

July 12 2001

Betty Riley
 Village of Bridgeport
 301 Main Street
 Bridgeport, OH 43912

Dear Mrs. Riley:

In accordance with Section 4504.04 of the Revised Code of Ohio, we hereby certify that \$12,000.00 has been allocated to the Village of Bridgeport for improvements to the following:

North Lincoln Avenue
 Aetnaville Section
 Kirkwood Section
 Kirkwood to Kirkwood Heights
 Main Street
 South Lincoln Avenue
 Laipple Street

The estimated cost will be \$12,000.00 all of which is from this source.

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

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. Thomas	Yes
Mr. Probst	Absent

**IN THE MATTER OF ENTERING
INTO MEMORANDUM OF AGREEMENT FOR DEPOSIT OF
PUBLIC FUNDS WITH BANK ONE, NA**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into Memorandum of Agreement for Deposit of Public Funds with Bank One NA for the period of July 1, 2001 through June 30, 2005.

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, Bank One, NA a financial institution corporation under the laws of The United States of America located and doing business within the Belmont County, Ohio, hereinafter referred to as the "Financial Institution," having capital funds, as defined by Section 135.01(c) of the Revised Code, of One Billion, Nine Hundred Sixty-Four Million Two Hundred Twenty-One Thousand (\$1,964,221,000.00) and thirty percent (30%) total assets of Eleven Billion, Six Hundred Fifteen Million, Sixty-Nine Thousand Dollars (\$11,615,069,000.00) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County Commissioners, Belmont County, Ohio, that for the full term beginning July 1, 2001 and ending June 30, 2005, both inclusive, it will accept for deposit and safekeeping the maximum sum of \$5,000,000.00 or any part thereof of the total deposits of the Belmont County Commissioners; it will accept for deposit and safekeeping the maximum sum of \$5,000,000.00 or any part thereof of the interim deposits of said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 Of the Revised Code;

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said Belmont County Commissioners, security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period of periods of time as follows for the sum herein set forth: \$5,000,000.00 for the period beginning July 1, 2001 and ending June 30, 2005 as active deposits, and \$5,000,000.00 for the period beginning July 1, 2001 and ending June 30, 2005 as interim deposits, and \$5,000,000.00 for the period beginning July 1, 2001 and ending June 30, 2005 both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive and interim deposits set forth in its applications for the deposit of public moneys; the total of which active, interim and inactive deposits awarded totals \$15,000,000.00, a total which does not exceed the limit set by Section 135.03, of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners, and in consideration of the deposit and use, as aforesaid, of said moneys of said Belmont County Commissioners, said Financial Institution now hereby agrees to receive from said Belmont County Commissioners, the sum of \$5,000,000.00 of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to the satisfaction of the legal adviser of said Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the

Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered are securities of the United States Government or other eligible securities as prescribed by Chapter 135.181 of the Ohio Revised Code adequate to secure deposits.

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of the Belmont County Commissioners executed by such authorized person(s) or officer(s) and according to procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit maturing thirty or more days, but in no event more than one year from date of deposit; such inactive deposits shall be evidenced by certificates of deposit each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Commissioners executed by such authorized person(s) or officer(s) and according to such procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificates of deposit maturing in fourteen or more days, but in no event more than one year from date of deposit; such inactive deposits shall be evidenced by certificates of deposits, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Commissioners on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active moneys in its possession, and said Belmont County Commissioners in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2001 and ending June 30, 2005, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

BELMONT COUNTY COMMISSIONERS

Ryan E. Olexo /s/
Name

Charles R. Probst, Jr. /s/

Mark A. Thomas /s/

BANK ONE, NA

Marcia C. Smith /s/
Marcia C. Smith, CCM
Vice President

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING
INTO 2 (TWO) MEMORANDUMS OF UNDERSTANDING
BETWEEN BCDJFS AND OHIO STATE UNIVERSITY EXTENSION
PATHWAYS TO MONEY 2000 AND PRGRAM AND THE EFNEP PROGRAM

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following agreements between Belmont County Department of Job & Family Services and Ohio State University Extension for the Pathways 2000+ Program and the EFNEP (Expanded Food & Nutrition Program)

MEMORANDUM OF UNDERSTANDING
BETWEEN
BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES
AND
OHIO STATE UNIVERSITY EXTENSION

This memorandum of understanding is made and entered into as of June 13, 2001, by and between **Ohio State University Extension, (hereafter referred to as the Provider)** and the **Belmont County Department of Job & Family Services (hereafter referred to as the County)**, in cooperation with Belmont County Commissioners, for the purpose of establishing the terms and conditions by which the Provider will provide the Pathways 2000+ Program for eligible individuals.

THEREFORE, it is mutually understood and agreed as follows:

1. This memorandum of understanding is for the period of July 1, 2001 through June 30, 2002 with an expenditure ceiling of \$38,091.00. Refer to Exhibit 1 for budget details.
2. Either party may terminate this memorandum of understanding by giving thirty (30) days written notice to the other agency involved. The Provider will be entitled to reimbursement of any expenses incurred prior to the date of termination.
3. The County, in cooperation with the Belmont County Commissioners, agrees to reimburse the Provider of the Pathways to Money 2000+ program in accordance to the following: The Provider will submit a monthly billing to the County for the duration of the grant. The County will review billings for completeness and accuracy before making payment. Accurate and complete billings are payable within thirty (30) days of receipt or as soon as The County Auditor processes payment.
4. This Project is subject to available Federal and State Funds.
5. Upon reasonable notice, the 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 memorandum of understanding for the purpose of making audit explanations, excerpts, and transcriptions. The Provider will maintain all required records for three (3) years after the County makes final payment and all pending matters are closed. The Provider will share evaluation, data summary reports, and end-of-year reporting with the County annually or as requested.
6. The memorandum of understanding may be amended by means of a written instrument executed by all parties, hereto. (See amendment 1)
7. Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring its employees and those of any subcontracted entities meet their child support obligation under state law.
8. To the extent permitted by Ohio Public Records law, the Provider agrees that information concerning applicants for, or recipients of services, is strictly confidential and shall be used only for the purposes directly connected with and in support of The Pathways to Money 2000+ program. The Provider acknowledges and understands that disclosure of this information for any purpose is prohibited under penalty of law.
9. The Provider and the County agree that as a condition of this memorandum of understanding, there shall be no discrimination against any client or employee because of race, color, sex, religion, national origin, handicap, or any other fact 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 Provider will comply with all appropriate Federal and State Laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this memorandum of understanding. Any Provider 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 memorandum of understanding.
10. To the extent permitted by Ohio law, including but not limited to Ohio Revised Code, Chapters 2743 and 3345.40, the Provider does hereby agree to be responsible for any and all liability resulting solely from the negligence or intentional acts or omissions of the Provider and its employees and agents, while they are acting within the scope of their employment or agency, in providing the services outlined in this Memorandum of Understanding.

11. This project will provide financial support for the employment, training and operational expenses needed by the Provider to operate and teach the Pathways to Money 2000+ program. The mission of Pathways to Money 2000+ is to empower limited-income adults/families (not low-literacy) to: 1. Set financial goals to save and/or reduce debt appropriate to their financial situation and, 2. Adopt sound financial practices (e.g. record keeping, credit management, using financial accounts, etc.) To increase financial stability (financial education that moves participants toward greater knowledge, control and self-reliance in managing financial resources).

12. This project will employ the equivalent of 1 Full Time program assistant and 1 part time 25% secretor/bookkeeper. The Provider will assume full responsibility for the hiring process, training, workload, program & scheduling management, as well as supervision of Pathways to Money 2000+ staff. The Provider will house the program assistant and secretary at OSU Extension's Belmont County Office with local program and operating support coming from Extension's Family and Consumer Sciences Agent, together with Extension's Belmont County Chairperson.

13. Through provisions made possible in this partnership, the Provider agrees to continue services which are similar to the already established EFNEP program in Belmont County. The Provider will continue to maintain current program base of clientele (such as ABLES, Even Start, DHS referrals, GRADS) while exploring other programming opportunities as needs are identified. The strategy is to meet community and audience needs by offering the program through existing cooperating agency programming and taking the program to the clientele through these meeting sites.

14. If Provider makes purchases exceeding fifteen thousand (\$15,000.00) dollars, Ohio Department of Jobs and Family Services (ODJFS) procurement procedures must be followed. Provider agrees to not make purchases exceeding \$15,000.

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

ELIGIBILITY

- A. To be eligible for services under this contract, the Assistance Group (herein referred to as AG) must include a minor child or a woman who is pregnant. For purposes of the PRC program, a minor child is defined as someone under the age of twenty (20) who is still in secondary school.
- B. A person must be a resident of the State of Ohio and Belmont County to be eligible for services under this contract.
- C. The AG must meet the eligibility requirements detailed in Belmont County's PRC Plan. The AG must be composed of TANF eligible individuals/families who are at or below 200% of the federal poverty standard. The Provider is responsible for determining eligibility and the Provider is also responsible for any audit finding.
- D. Those applying for and receiving services under this contract are to be afforded the right to the State hearing process.

OHIO STATE UNIVERSITY EXTENSION:

by <u>Julie Banbury Robinson /s/</u> Julie Banbury Robinson, Extension Agent 4-H & Youth Development , Belmont County	<u>July 16, 2001</u> (Date)
by <u>Anita L. Pulay /s/</u> Anita L. Pulay, Extension Agent, FCS Belmont County, Ohio	<u>7/16/01</u> (Date)
by <u>Stephen D. Schumacher /s/</u> Stephen D. Schumacher, Office Chair Belmont County, Ohio	<u>7/16/01</u> (Date)
by _____ Keith L. Smith, Director Ohio State University Extension	_____ (Date)
by _____ Janet G. Ashe Vice President for Business & Finance The Ohio State University	_____ (Date)

BELMONT COUNTY DEPARTMENT OF HUMAN SERVICES:

by Dwayne Pielech/BAK/s/ 7-16-01
Dwayne Pielech, Director (Date)

BELMONT COUNTY BOARD OF COMMISSIONERS:

by Ryan E. Olexo /s/ 7-18-01

by Charles R. Probst, Jr. /s/ 7-18-01

by Mark A. Thomas /s/ 7-18-01

Approved as to form:

BELMONT COUNTY PROSECUTING ATTORNEY:

by Robert Quirk /s/ 7-15-2001

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES
AND
OHIO STATE UNIVERSITY EXTENSION**

This memorandum of understanding is made and entered into as of June 14, 2001, by and between **Ohio State University Extension, (hereafter referred to as the Provider)** and the **Belmont County Department of Job & Family Services (hereafter referred to as the County)**, in cooperation with Belmont County Commissioners, for the purpose of establishing the terms and conditions by which the Provider will provide the Expanded Food and Nutrition Education Program (EFNEP) for eligible individuals.

THEREFORE, it is mutually understood and agreed as follows:

1. This memorandum of understanding is for the period of July 1, 2001 through June 30, 2002 (12 month agreement) with an expenditure ceiling of \$14,000.00. Refer to Exhibit 1 for budget.
2. Either party may terminate this memorandum of understanding by giving thirty (30) days written notice to the other agency involved. The Provider will be entitled to reimbursement of any expenses incurred prior to the date of termination.
3. The County, in cooperation with the Belmont County Commissioners, agrees to reimburse the Provider for the EFNEP program in accordance to the following: The Provider will submit a quarterly billing to the County in the amount of \$3,500.00 per 3-month billing cycle. The County will transmit on a quarterly basis to "Ohio State University" for the account of the East District EFNEP Cluster, Belmont County Office of the Ohio State University Extension.
4. This Project is subject to available Federal and State Funds.
5. Upon reasonable notice, the 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 memorandum of understanding for the purpose of making audit explanations, excerpts, and transcriptions. The Provider will maintain all required records for three (3) years after the County makes final payment and all pending matters are closed. The Provider will share evaluation, data summary reports, and end-of-year reporting with the County annually or as requested.
6. The memorandum of understanding may be amended by means of a written instrument executed by all parties, hereto.
7. Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring its employees and those of any subcontracted entities meet their child support obligation under state law.
8. To the extent permitted by Ohio Public Records law, the Provider agrees that information concerning applicants for, or recipients of services, is strictly confidential and shall be used only for the purposes directly connected with and in support of EFNEP. The Provider acknowledges and understands that disclosure of this information for any purpose is prohibited under penalty of law.
9. The Provider and the County agree that as a condition of this memorandum of understanding, there shall be no discrimination against any client or employee because of race, color, sex, religion, national origin, handicapped, or any other fact 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 Provider will comply with all appropriate Federal and State Laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this memorandum of understanding. Any Provider 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 memorandum of understanding.
10. To the extent permitted by Ohio law, including but not limited to Ohio Revised Code, Chapters 2743 and 3345.40, the Provider does hereby agree to be responsible for any and all liability resulting solely from the negligence or intentional acts or omissions of the Provider and its employees and agents, while they are acting within the scope of their employment or agency, in providing the services outlined in this Memorandum of Understanding.

11. This project will provide financial support for the employment, training and operational expenses needed by the Provider to engage in nutrition education of limited-income families through the Expanded Food and Nutrition Education Program (EFNEP). The mission of EFNEP is to empower limited-income families with young children to make informed decisions about food purchasing, food safety and meal management. Participants engage in a 12-Lesson series and acquire the knowledge, skills, attitudes, and changed behaviors necessary for nutritionally sound diets and to contribute to personal development and the improvement of total family diet and nutritional welfare.

12. This project will employ the equivalent of 1 Full Time nutrition educator. The Provider will assume full responsibility for the hiring process, training, workload, program & scheduling management, as well as supervision of EFNEP staff. The Provider will house the nutrition educator at OSU Extension's Belmont County Office with local program and operating support coming from Extension's Family and Consumer Sciences Agent, together with Extension's Belmont County Chairperson. Supervision and program management will come from OSU Extension's EFNEP Extension Agent, out of the East District Office in Belle Valley, OH.

13. Through provisions made possible in this partnership, the Provider agrees to continue services which are similar to the already established EFNEP program in Belmont County. The Provider will continue to maintain current program base of clientele (such as ABLES, Even Start, DHS referrals, GRADS) while exploring other programming opportunities as needs are identified. EFNEP's strategy is to meet community and audience needs by offering the program through existing cooperating agency programming and taking the program to the clientele through these meeting sites.

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

ELIGIBILITY

- A. To be eligible for services under this contract, the Assistance Group (herein referred to as AG) must include a minor child or a woman who is pregnant. For purposes of the PRC program, a minor child is defined as someone under the age of twenty (20) who is still in secondary school.
- B. A person must be a resident of the State of Ohio and Belmont County to be eligible for services under this contract.
- C. The AG must meet the eligibility requirements detailed in Belmont County's PRC Plan. The AG must be composed of TANF eligible individuals/families who are at or below 200% of the federal poverty standard. The Provider is responsible for determining eligibility and the Provider is also responsible for any audit finding.
- D. Those applying for and receiving services under this contract are to be afforded the right to the State hearing process.

OHIO STATE UNIVERSITY EXTENSION:

by _____
Cindy Bond-Zielinski, Extension Agency, EFNEP (Date)
East District EFNEP Cluster

by _____
Keith L. Smith, Director (Date)
Ohio State University Extension

by _____
Janet G. Ashe, Vice Pres. for Business & Finance (Date)
The Ohio State University

BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES:

by Dwayne Pielech/Director /s/ 7-16-01
(Name & Title) (Date)

BELMONT COUNTY BOARD OF COMMISSIONERS:

by Ryan E. Olexo /s/ 7-18-01
(Board Chairman)

Charles R. Probst, Jr. /s/ 7-18-01

Mark A. Thomas /s/ 7-18-01

Approved as to form:

BELMONT COUNTY PROSECUTING ATTORNEY:

by Robert Quirk /s/ 7-15-2001

Upon roll call the vote was as follows:

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

**IN THE MATTER OF VACATION
OF A STREET AND ALLEY IN KINSMAN,
CABINET B, SLIDE 180, WHEELING TOWNSHIP/RD IMP 1057**

"Hearing had-9:45 A.M."

Present for the hearing were Arlan R. Adams, petitioner for the vacation; Ruth Graham, County Engineer's em, Jeremy Midei, Times Leader and Joselyn King, Intelligencer.

REPORT OF COUNTY ENGINEER

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated July 11, 2001, proceeded on the 12th day of July, 2001, to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should _____ be granted.

An accurate and detailed description of the proposed improvement describing therein the center line and right of way lines follow:

"see attached map"

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement be granted. to-wit:

Fred Bennett /s/
County Engineer of Belmont County, Ohio

Ruth Graham, Belmont County Engineer Department, stated that Mr. Adams, the petitioner was present, no objections have been received. Paul Elerick, Wheeling Township Trustee, stated that Trustees have no objections to the proposed vacation.

**IN THE MATTER OF
THE VACATION OF A STREET AND
ALLEY IN THE HAMLEY OF KINSMAN,
CAB. B, SL. 180/WHEELING TOWNSHIP/RD IMP 1057**

**Office of County Commissioners
Belmont County, Ohio**

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT
ORDERING RECORD, ETC.**

Mr. Olexo moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioner do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

Mr. Thomas seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr. Olexo _____, Yes
Mr. Thomas _____, Yes
Mr. Probst _____, Yes

Adopted the 18th day of July, 2001

**IN THE MATTER OF DISCUSSIONS HELD
RE: UPDATE OF WILLOW GROVE ROAD PROJECT**

County Engineer Fred Bennett informed the Board that the Willow Grove Road would be open to all traffic by noon on Friday July 20, 2001. He stated the roadway where the slip is located is aggregate. Paving at this site will occur in the fall. Mr. Bennett cautioned the residents traveling this road to proceed slowly until it is paved. He explained that the major portion of this project was paid for by Marietta Coal Company. The Board thanked the residents for their patience and understanding in allowing the project to run its course without any major confrontations.

IN THE MATTER OF ADVERTISING
FOR BIDS FOR LEGAL SERVICES
FOR THE BELMONT COUNTY CHILD SUPPORT ENFORCEMENT AGENCY/BCDJFS

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the Belmont County Department of Job and Family Services request to advertise for proposals for legal services for a period of one year.

ADVERTISE FOR BIDS

It appearing to the Board that it would be to the best interest of the Public to ask and receive bids for furnishing legal services for the Belmont County Child Support Enforcement Agency, the Clerk is hereby directed to have published in the Martins Ferry Times Leader, a newspaper having general circulation in the County, a "Request for Proposals" as follows:

REQUEST FOR PROPOSALS

Sealed requests will be received by the Belmont County Board of Commissioners at their offices located in the Court House, St. Clairsville, OH 43950 until 9:30 A.M. Friday, August 10, 2001 and opened immediately thereafter for:

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

Copies of specifications and proposals forms may be obtained at the Commissioners office between the hours of 8:30 A.M. and 4:30 P.M. daily, Monday thru Friday.

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

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

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

BY ORDER OF BELMONT COUNTY COMMISSIONERS

Darlene Pempek /s/

Darlene Pempek, Clerk

Times Leader Advertisement (2) Wednesdays July 25 and August 1, 2001

Upon roll call the vote was as follows:

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

IN THE MATTER OF DISCUSSIONS HELD
RE: UPDATE ON OHIO VALLEY RECYCLING

Samantha Carroll, Program Director, Ohio Valley Recycling, came before the Board to request continued funding for the Ohio Valley Recycling programs. Ms. Carroll stated wages, and vehicles as needing funding attention. She requested that the Board allow her to move wages to the general fund. Ms. Carroll suggested the programs be continued, stating that they had serviced 838 students last year, who in turn take the information home to their relatives. She stated, "This is a positive way to impact the counties residents on recycling priorities." Ms. Carroll explained in order to maintain the program at its current level, the Commissioners would need to commit \$36,893.40 for the year 2002.

Commissioner Probst commended both Ms. Carroll as well as Dave Rykowski, fellow employee at OV Recycling, on doing a fine job, "We recognize what you do, and can't imagine going without this program."

The Board assured Ms. Carroll they would review the information she presented and have an answer by next week.

IN THE MATTER OF DISCUSSIONS HELD
RE: WATERLINE EXTENSION PROJECTS

Tina Sauvageot presented the Board with the following petition in regards to water for the Key-Bellaire Road area. Commissioner Thomas guaranteed Ms. Sauvageot that the Board would call John Christopher today to schedule testing for the other homes in the area.

Nine homes, plus one vacant house in the area. Majority are well water.

PETITION

We the undersigned residents of State Route 147 Key-Bellaire Road, also known as Brooks Run Zone D, petition the county commissioners to consider our area for a county water line extension. Several of our wells have deteriorated to the point that they are no longer producing enough water to support a family and others are unable to be used for drinking water. Drilling new wells in the area are prone to high concentrations of sulfur water making that an undesirable solution.

IN THE MATTER OF DISCUSSIONS HELD

RE: WATERLINE EXTENSION PROJECTS (cont'd)

We have petitioned the commissioners for over thirty years to get water to this area and feel since it is one of the smaller projects under consideration, now would be an excellent time to see its completion.

We are willing to pay normal tap-in fees as would be expected of all new customers.

NAME	ADDRESS
Paul Amos /s/	55203 Key-Bellaire Rd., Bellaire, OH 43906
Jerry Riggs/s/	55200 Key-Bellaire Rd., Bellaire, OH 43906
Roger D. Gill /s/	55200 Key-Bellaire Rd., Bellaire, OH 43906
Tammy Bleu Heatherington /s/	55310 Key-Bellaire Rd., Bellaire, OH 43906
Bernard O. Lynn, Jr. /s/	55123 Key-Bellaire Rd., Bellaire, OH 43906
Mary Jane Grossenbach /s/	55249 Key-Bellaire Rd., Bellaire, OH 43906
Jim Higgins /s/	55041 Key-Bellaire Rd., Bellaire, OH 43906
William G. Hinds /s/	55360 Key-Bellaire Rd., Bellaire, OH 43906

IN THE MATTER OF ACCEPTING

PROPOSAL FOR CONCRETE CORING SERVICES

FOR THE PARK HEALTH CENTER

Motion made by Mr. Olexo, seconded by Mr. Thomas to accept the proposal from J&L Laboratories, Inc., 215 Rainbow Street, Wadsworth, OH 44281 in the amount of \$1,553.00 for providing coring services to the existing concrete floors and sampling of the existing subgrade at the Park Health Center based upon the recommendation of Keith Bennett, Hammontree and Associates.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING

PROPOSAL FOR FLOOR COVERING

FOR THE PROSECUTOR'S OFFICE/COURTHOUSE ANNEX I BUILDING

Motion made by Mr. Thomas, seconded by Mr. Probst to accept the lowest and best proposal received from Husek Floor Covering, Martins Ferry, Ohio 43935 in the amount of \$2,637.00 for carpeting the Prosecutor's Office located in the Courthouse Annex I Building based upon the recommendation of Bill Eddy, Building and Grounds Superintendent.

Upon roll call the vote was as follows:

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

IN THE MATTER OF CORRESPONDENCE

RE: U.S ROUTE 40/ STATE ROUTE 149 SEWER PROJECT

Motion made by Mr. Olexo, seconded by Mr. Probst to send the following correspondence:

July 18, 2001

Mr. Thomas B. Beck
Operations Director
Jamboree in the Hills
1015 Main Street
Wheeling, WV 26003

RE: Pump Station/Easement

Dear Mr. Beck:

Please be advised that we have assumed the negotiations for the above-captioned issued affecting Wheeling Entertainment Corporations' property.

The Commissioners want to resolve this matter in an amicable manner so that we may proceed with bidding the U.S. Route 40/State Route 149 Sewer Project. It is imperative to our residents and commercial business owners that sewage be installed to continue the county's growth in the western part of Richland Township and the eastern portion of Union Township.

Therefore, we propose the following resolution:

1. Wheeling Entertainment Corporation shall pay \$25,000.00 towards the cost of the construction of a new pump station on its land. It shall also agree to transfer a small piece of ground to Belmont County on which the pump station shall be constructed.
2. Wheeling Entertainment Corporation shall grant an easement to Belmont County for a sewer line from the pump station to U.S. Route 40 along the eastern edge of the company's property line.

3. Wheeling Entertainment Corporation shall grant Belmont County the right of ingress and egress over and across Jamboree in the Hills' property to access the proposed pump station.

With regard to Wheeling Entertainment's plan to tap into the sewer system, that may be an issue mandated by the Belmont County Health Department and the Ohio E.P.A. Regardless, we still wish to proceed accordingly.

We wish to continue the good working relationship between the Belmont County Commissioners and Jamboree in the Hills, thus the need to discuss and resolve these issues as soon as possible.

Thank you for your continued cooperation and we look forward to hearing from you shortly.

Very Truly Yours,
BELMONT COUNTY COMMISSIONERS
Ryan E. Olexo /S/
Ryan E. Olexo, President

Mark A. Thomas /S/
Mark A. Thomas

Charles R. Probst, Jr. /S/
Charles R. Probst, Jr.

cc: Mr. John Christopher, Director, Belmont County Sanitary Sewer District
Upon roll call the vote was as follows:

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

IN THE MATTER OF CORRESPONDENCE

RE: BELMONT COUNTY WATERLINE EXTENSION PROJECTS

Motion made by Mr. Olexo, seconded by Mr. Probst to send the following correspondence:

July 18, 2001

Mr. Keith Bennett P.E.
Hammontree & Associates, Limited
5233 Stoneham Road
North Canton, Ohio 44720

Dear Mr. Bennett:

The Belmont County Board of Commissioners has evaluated the final report on the water line expansion study. We met with our consultant, David Grum, and determine the detailed engineering should proceed as follows:

- The following area would consist of one project, possibly with two (2) contracts. Lashley Road area, County Road 4, Township Roads 716 & 299. The District had preliminary plans for this area, which are enclosed for your review.
- State Route 147 from the end of the existing six (6) inch line near Township Road 226A, west to Township Road 210, and south on Township Road 210. This area would include the Rafter M Rodeo area. You may want to increase to an eight (8) inch pipe along State Route 147 for future development extensions.
- Pump station at McMahon Creek to boost the volume and pressure for the State Route 9 pump station. The above project should be expedited so that we may start construction in sixty (60) to seventy-five (75) days.
- The next project that the Commissioners are interested in starting is the Lamira / Loomis project which would start near Interstate 70, Industrial Park and proceed to State Route 149 to State Route 147, and terminate at Centerville. In addition, a pump station would be included at Loomis. This project should be ready to bid later this fall, with construction early in 2002.
- Barnesville area County Road 102 and Township Road 182 to Township Road 183. This project is on temporary hold until a detailed water agreement can be implemented with the village.

We ask that you keep the Board informed on the progress of the projects in order that we may expedite bidding and construction. We will want to review your drawing and specifications prior to bidding, please schedule a meeting to discuss your plans before finalizing.

If you have questions, please feel free to contact David Grum at (740) 695-2003, or the Commissioners office at (740) 699-2155.

Sincerely
BELMONT COUNTY COMMISSIONERS
Ryan E. Olexo /s/
Ryan E. Olexo, President

Mark A. Thomas /s/
Mark A. Thomas

Charles R. Probst, Jr./s/
Charles R. Probst, Jr.

Upon roll call the vote was as follows:

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

IN THE MATTER OF DISCUSSIONS HELD

RE: WATERLINE EASEMENT AGREEMENTS

Joselyn King, reporter for The Intelligencer, asked if it was the Board's intent to take over all easement negotiations concerning waterline expansions.

Commissioner Thomas stated that the Board intends to assume the negotiations to clear all easements and right-of-ways. "We need to acquire parcels for pump stations. All three Commissioners are not pleased with the progress. The bottom line is it would mean continued growth for the county in that area. We are going to continue negotiations and will do all in our power for continued mutuality between Belmont County and the JITH from implementation to construction, to use. The Board's desire is to have all issues resolved to everyone's satisfaction for the continued growth of the county."

Commissioner Thomas stated the Board is working on a press release to explain from inception to completion the upcoming force main projects and what residential users can expect.

Louie Johnson, public citizen, questioned why these projects are in District 2. He stated that it had been said all areas in the west would be in District 3. The Board told Mr. Johnson they did not have an answer and would look into it.

RESOLUTION OF THE BELMONT COUNTY

BOARD OF COUNTY COMMISSIONERS

**ESTABLISHING COMPENSATION AND BENEFITS FOR THE
BELMONT COUNTY EMERGENCY MANAGEMENT COORDINATOR**

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

RESOLUTION OF THE BELMONT COUNTY

BOARD OF COUNTY COMMISSIONERS

**ESTABLISHING COMPENSATION AND BENEFITS FOR THE
BELMONT COUNTY EMERGENCY MANAGEMENT COORDINATOR**

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners ("Commissioners") is the appointing authority for the Coordinator of the Belmont County Emergency Management Agency, and;

WHEREAS, Richard Quinlin serves as the current Coordinator of the Belmont County EMA, and;

WHEREAS, The Board has authorized the hiring of a Deputy Coordinator effective October 2001, based upon the anticipated reimbursement through federal funding, for the salary and benefit costs associated with this full time position and;

WHEREAS, the Commissioners hereby establish the positions of Coordinator and Deputy Coordinator of the Belmont County Emergency Management Agency as salaried positions. Thus, the Coordinator and Deputy Coordinator shall be paid on a salary basis, as that term is used under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. 201 *ET seq.* Such position (**Coordinator**) shall be paid an annual salary of **\$ 35,000.00** with future increases determined by Resolution of the Board of Commissioners, and;

WHEREAS, the Coordinator and Deputy Coordinator shall receive health insurance, dental insurance, vision insurance and life insurance benefits as authorized by the Board for other county employees and as stipulated in the **"Belmont County Personalized Employee Plan"**. The Coordinator and Deputy Coordinator will make an employee contribution when required by county policy, and;

WHEREAS, the Coordinator and Deputy Coordinator shall receive vacation and sick leave benefits in accordance with the Ohio Revised Code for county employees;

THEREFORE, BE IT FURTHER RESOLVED THAT: these positions shall be considered overtime-exempt pursuant to the Executive exemption provided under the applicable provisions of the FLSA because the Coordinator and Deputy Coordinator exercise management and supervisory responsibility for their department. Therefore, the Coordinator and Deputy Coordinator shall be exempt from the payment of overtime under the FLSA and the accrual of compensatory time.

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

Commissioner Thomas	Yes
Commissioner Probst	Yes
Commissioner Olexo	Yes

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:25 P.M.

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn the meeting at 2:25 P.M.

Upon roll call the vote was as follows:

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

Read, approved and signed this 20th 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

