

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 August 29, 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	"BILLS ALLOWED"
AS CERTIFIED IN THE AUDITOR'S OFFICE.	The following bills

AS CERTIFIED IN THE AUDITOR'S OFFICE. 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
Columbia Gas	Service/Jail-General	853.62
Damon Industries, Inc.	Aug treatment/MF Satellite Bldg-Gen	104.16
Ryan Clifford	Contract services, CCap Program-Juv	350.00
Therapeutic Network	Placement costs-Juvenile Court	2,160.00
Christian's Childrens Home	Placement costs-Juvenile Court	4,110.00
Shutek Court Reporting	Court reporting fee-Western Spec Proj	75.00

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 August 31, 2001 as follow:

FUND	AMOUNT
General	\$7,582.32
Dog & Kennel	\$487.98, \$303.24
Belmont County 9-1-1	\$2,991.54, \$29,177.14
Juvenile Court CCap	\$870.07

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 HOSPITALIZATION
CHARGEBACKS-JULY AND AUGUST 2001

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds for Hospitalization Chargebacks for July and August, 2001.

From A406-F08	Disaster Services	to Y091-Y01	1,980.96
From A406-G09	Public Defender	to Y091-Y01	5,985.84
From A006-E11	Belmont County 911	to Y091-Y01	8,377.20
From A403-A09	Bd. of Elections	to Y091-Y01	3,990.56
From M067-M05	Juv-Alternative	to Y091-Y01	2,813.28
From M060-M64	C/C Restitution	to Y091-Y01	401.84
From M060-M29	Care & Cust-Juv.	to Y091-Y01	760.44
From M055-M10	C-CAP Teacher	to Y091-Y01	0.00
From M064-M10	Placement	to Y091-Y01	401.84
From M069-M05	Drug Court III	to Y091-Y01	396.08
From S031-G17	Group Home	to Y091-Y01	1,694.34
From S238-R47	Restitution	to Y091-Y01	0.00
From S239-V47	O.V. Recycling	to Y091-Y01	0.00
From H050-H15	Litter Control	to Y091-Y01	1,980.96
From S033-S47	Dist.Det.Home	to Y091-Y01	14,053.31
From S035-S03	PRC Grant	to Y091-Y01	1,392.32
From S078-S14	County Recorder	to Y091-Y01	1,004.80
From J000-J06	R.E. Assessment	to Y091-Y01	1,219.60
From W080-P07	Pros-Victim	to Y091-Y01	401.84
From S277-S02	Corrections Act	to Y091-Y01	990.48
From S076-S05	Halfway House	to Y091-Y01	495.24
From S094-S04	County Ct. Probation	to Y091-Y01	198.04
From W082-T07	DRETAC-Treas.	to Y091-Y01	0.00
From B100-B10	Dog & Kennel	to Y091-Y01	3,014.20

From B100-B10	D/K Aud. Clerk	to Y091-Y01	0.00
From L001-L13	Soil Conservation	to Y091-Y01	2,377.04
From H430-H14	Park Health Center	to Y091-Y01	68,203.02
From E101-E12	County Health	to Y091-Y01	6,140.71
From E201-E12	County Health	to Y091-Y01	666.00
From E001-E11	County Health	to Y091-Y01	943.61
From T050-T01	PH/HSP	to Y091-Y01	0.00
From T048-T01	Elder Health	to Y091-Y01	0.00
From T078-T01	Rabies	to Y091-Y01	201.00
From P071-P05	Lice	to Y091-Y01	302.00
From T077-T01	IAP	to Y091-Y01	0.00
From T079-T01	Welcome Home	to Y091-Y01	101.00
From S049-S63	Mental Health	to Y091-Y01	396.08
From S066-S79	Mental Retardation	to Y091-Y01	71,771.72
From H300-H13	Human Services	to Y091-Y01	105,801.95
From H310-H08	Child Support	to Y091-Y01	8,287.02
From K200-K10	MVGT-K1	to Y091-Y01	1,004.80
From K200-K10	MVGT-K2	to Y091-Y01	2,608.28
From K200-K24	MVGT-K11	to Y091-Y01	25,380.96
From K200-K37	MVGT-K25	to Y091-Y01	10,988.64
From Y090-Y14	Water/Sewer	to Y091-Y01	18,012.66
From E101-E12	Fund 69 Trail.Prk.	to Y091-Y01	0.00
From E101-E12	Water System 36	to Y091-Y01	0.00
From T075-T02	WIC	to Y091-Y01	844.29
From T075-T52	WIC	to Y091-Y01	0.00
From E101-E12	Food Service	to Y091-Y01	0.00
From S079-S07	Clerk of Courts	to Y091-Y01	6,566.02
From S230-S66	Oakview Juv.Rehab.	to Y091-Y01	2,543.08
From S028-S53	Aftercare Program	to Y091-Y01	396.08
From S082-S14	Western Court	to Y091-Y01	495.24
From S083-S14	Northern Court	to Y091-Y01	1,004.80
From S084-S14	Eastern Court	to Y091-Y01	990.48

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 CHARGEBACKS
FOR WAIVED HOSPITALIZATION FOR
THE MONTHS OF JUNE, JULY AND AUGUST, 2001

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds for Waived Hospitalization for the months of June, July and August, 2001.

FROM E101-E12	COUNTY HEALTH	TO Y091-Y03	375.00
FROM H430-H14	COUNTY HOME	TO Y091-Y03	958.34
FROM B100-B10	DOG & KENNEL	TO Y091-Y03	0.00
FROM S031-G17	GROUP HOMES	TO Y091-Y03	250.00
FROM Y090-Y14	WATER & SEWER	TO Y091-Y03	250.00
FROM S230-S66	OAKVIEW JUVENILE REHAB	TO Y091-Y03	416.65
FROM S230-S16	OAKVIEW JUVENILE REHAB	TO Y091-Y03	208.35
FROM S033-S47	DISTRICT DETENTION	TO Y091-Y03	125.00
FROM T075-T52	WIC FRINGES 2000	TO Y091-Y03	0.00
FROM T075-T02	WIC FRINGES 2001	TO Y091-Y03	250.00
FROM H300-H13	PUBLIC ASSISTANCE	TO Y091-Y03	3,666.66
FROM H310-H08	PUBLIC ASSISTANCE/CS	TO Y091-Y03	250.00
FROM S049-S63	MENTAL HEALTH	TO Y091-Y03	500.00
FROM K200-K24	MVGT-K11 ENGINEERS	TO Y091-Y03	375.00
FROM S066-S79	MENTAL RETARDATION	TO Y091-Y03	2,208.33
FROM S082-S14	WESTERN COURT/ HOSP.	TO Y091-Y03	0.00
FROM S277-S02	CORRECTION ACT GRANT	TO Y091-Y03	0.00
FROM L001-L13	SOIL AND WATER	TO Y091-Y03	125.00
FROM M062-M05	INTAKE COORDINATOR	TO Y091-Y03	125.00
FROM S076-S05	HALFWAY HOUSE	TO Y091-Y03	0.00
FROM S078-S14	RECORDER/SUPP EQUIPMENT	TO Y091-Y03	125.00
FROM M067-M05	ALTERNATIVE SCHOOL	TO Y091-Y03	0.00
FROM M055-M10	CCAP DONATED	TO Y091-Y03	125.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER
OF FUNDS WITHIN THE BELMONT COUNTY ENGINEER’S
MVGT FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfer of funds within the Engineer’s MVGT Fund.

FROM	TO	AMOUNT
K000-K13 Equipment	K000-K38 Transfer Out	\$28,000.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

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

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 31, 2001.

M-56 SPIRIT FUND

M056-M09 Transfers Out	\$4,473.25
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M-62 C-CAP INTAKE COORDINATOR FUND

M062-M01 Salaries	969.02
M062-M02 PERS	800.00
M062-M05 Insurances	100.00
M062-M06 Travel	500.00
M062-M12 Advances Out	2,599.91

M-69 DRUG COURT III FUND

M069-M01 Salaries	3,307.68
M069-M04 Medicare	210.00
M069-M05 Insurances	889.80
M069-M06 Equipment	28,000.00
M069-M09 Other	1,500.00
M069-M10 Advances Out	3,922.52

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 OAKVIEW
JUVENILE REHABILITATION DISTRICT/AFTERCARE GRANT 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 August 31, 2001.

**OAKVIEW JUVENILE REHABILITATION DISTRICT
AFTERCARE GRANT FUND**

S028-S56 Contract Service	\$25.00
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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 CDBG 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 August 31, 2001.

	T-11 CDBG FUND
T011-T01 CDBG Grants	\$4,700.00 Grant #B-C-99-007-1

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 OAKVIEW
JUVENILE REHABILITATION DISTRICT/AMERICORP 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 August 31, 2001.

**OAKVIEW JUVENILE REHABILITATION DISTRICT
AMERICORP FUND**

S029-S01 Living Allowance \$1,643.78

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 S031
BELMONT HARRISON JUVENILE DISTRICT GROUP HOME**

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 August 31, 2001.

S031 BELMONT HARRISON JUVENILE DISTRICT GROUP HOME

S031 - G01 Salaries	13,050.00
S031 - G02 Supplies	600.00
S031 - G04 Materials	300.00
S031 - G10 Rental	1,000.00
S031 - G11 Travel	1,225.00
S031 - G12 P.E.R.S	7,500.00
S031 - G14 Unemployment	3,609.50
S031 - G16 Medicare	550.00
S031 - G17 Hospitalization	6,000.00
S031 - G18 Contingency Fund-GGH	500.00
Total	\$34,334.50

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 S033
DISTRICT DETENTION HOME - SARGUS**

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 August 31, 2001.

S033 DISTRICT DETENTION HOME - SARGUS

S033 - S33	Salaries	8,000.00
S033 - S34	Supplies	1,600.00
S233 - S34	Food Service Exp	4,100.00
S033 - S35	Materials	600.00
S033 - S36	Equipment	1,000.00
S033 - S37	Contract Repairs	2,000.00
S033 - S38	Contract Services	4,500.00
S033 - S40	Medical	1,500.00
S033 - S43	Travel and Training	1,000.00
S033 - S44	P.E.R.S. / S.T.R.S	2,266.49
S033 - S47	Hospitalization	3,500.00
S133 - S48	Medicare	1,500.00
S033 - S49	Union Expenses	834.00
Total		\$32,400.49

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION
FOR ENGINEER'S EMPLOYEES TO TRAVEL**

Motion made by Mr. Olexo, seconded by Mr. Thomas granting permission for Don Pickenpaugh, GIS Director and John Parkinson, Office Manager to travel to Columbus, Ohio on September 25-27, 2001 to attend the Annual Ohio GIS Conference and Trade Show. Estimated expenses will be \$375.00 each.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING
REQUEST TO TRAVEL FOR BCDJFS EMPLOYEES**

Motion made by Mr. Thomas, seconded by Mr. Olexo to grant the following requests to travel for BCDJFS employees.

Name: Mike Klinec
Destination: Zanesville, OH
Dates of travel: August 28, 2001
Purpose: Contract Management Meeting
Estimated expenses: \$54.85

Name: Mike Klinec
Destination: Zanesville, OH
Dates of travel: August 23, 2001
Purpose: CSEA Canton District Meeting
Estimated expenses: \$53.12

Name: Karie Hunkler, Cathy Kocher and Linda Mayberry
Destination: Cambridge, OH
Dates of travel: September 18, 2001
Purpose: SETS Training
Estimated expenses: \$61.05

Name: Don Giffin, Kara Purtiman and Sonny Gossett
Destination: Cambridge, OH
Dates of travel: September 19, 2001
Purpose: SETS Training
Estimated expenses: \$61.05

Name: David Badia, Karie Hunkler, Elaine Hoffman, Rose Marie Kyanko
Destination: Columbus, OH
Dates of travel: September 24, 2001
Purpose: SETS Training
Estimated expenses: \$71.05

Name: Dwayne Pielech
Destination: Marietta, OH
Dates of travel: September 13, 2001
Purpose: IIGUARD Directors Meeting
Estimated expenses: \$63.82

Name: Len Hrica, Doug Lambert and Pete Walburn
Destination: Columbus, OH
Dates of travel: September 27-28, 2001
Purpose: Motivational Counseling
Estimated expenses: \$652.80

Name: Lynn Pappas
Destination: New Philadelphia, OH
Dates of travel: September 21, 2001
Purpose: Fiscal Meeting
Estimated expenses: \$63.48

Name: Beth Biernot and Rhonda Mayhugh
Destination: Columbus, OH
Dates of travel: September 18-19, 2001
Purpose: WIA Case Management Training
Estimated expenses: \$462.80

Name: Beth Biernot and Rhonda Mayhugh
Destination: Columbus, OH
Dates of travel: October 30-31, 2001
Purpose: WIA Assessment Training
Estimated expenses: \$462.80

Name: Beth Biernot and Rhonda Mayhugh
Destination: Columbus, OH
Dates of travel: November 13-14, 2001

Purpose: Developing the WIA Employment Plan
Estimated expenses: \$504.20

Name: Roger Kinney, Sonny Gossett, Chad Binni, Don Giffen, Karie Hunkler and Marcy Sabo
Destination: Canton, OH
Dates of travel: September 5, 2001
Purpose: SB 180 Training
Estimated expenses: \$135.90

Name: Linda Mayberry, Cathy Kocher, Joanie Holida, Dave Badia, Kara Purtiman, Scott Greenlee
Destination: Cambridge, OH
Dates of travel: September 20, 2001
Purpose: SB 180 Training
Estimated expenses: \$122.10

Name: Kathaleen Peters and Jackie VanNest
Destination: Cambridge, OH
Dates of travel: November 1-2,2001
Purpose: Processing MED & FS Training
Estimated expenses: \$102.10

Name: Peggy Graham
Destination: Cambridge, OH
Dates of travel: January 15-16,2001
Purpose: Case Management 202
Estimated expenses: \$81.10

Name: Peggy Graham
Destination: Cambridge, OH
Dates of travel:
Purpose: IEVS Processing in CRIS-E Training
Estimated expenses: \$41.05

Name: Lori Figura and Beth Rice
Destination: Cambridge, OH
Dates of travel: October 30-31,2001
Purpose: Processing MED & FS Training
Estimated expenses: \$51.05

Name: Randy Fisher, Sue Vinka, Nada Hanes and Peggy Graham
Destination: Cambridge, OH
Dates of travel: October 12, 2001
Purpose: IEVS Processing in CRIS-E Training
Estimated expenses: \$71.05

Name: Lisa Fijalkowski
Destination: Columbus, OH
Dates of travel: August 30, 2001
Purpose: EICMS Meeting
Estimated expenses: \$92.80

Name: Jenny Sechrest
Destination: Cambridge, OH
Dates of travel: November 8-9,2001
Purpose: Processing MED & FS Training
Estimated expenses: \$82.10

Name: Kathaleen Peters
Destination: Columbus, OH
Dates of travel: November 5-9,2001
Purpose: Fundamental Concepts of Income Maintenance
Estimated expenses: \$754.02

Name: Kathaleen Peters
Destination: Cambridge, OH
Dates of travel: January 17-18,2001
Purpose: Case Management 202
Estimated expenses: \$82.10

Name: Mike Kinter, Becky Martino, Mike Waller, Mary Lewis and Nada Hanes
Destination: Cambridge, OH
Dates of Travel: September 26-28,2001
Purpose: Labor Management Conference
Estimated Expenses: \$1,362.10

Upon roll call the vote was as follows:

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

IN THE MATTER OF BID OPENING
FOR PULTNEY TOWNSHIP RESURFACING
PROJECT/CDBG

BID OPENING

This being the day and 9:30 A.M. being the hour that bids were to be on file in the Commissioners' Office for the Pultney Township resurfacing project, a Community Development Block Grant Project, they proceeded to open the following bids:

Lash Excavating & Paving P.O. Box 296 Colerain, OH 43916	Bid Bond	\$49,361.00
Wilson Blacktop Corp. P.O. Box 128 Colerain, OH 43916	Bid Bond	\$51,724.80
Steele Construction P.O. Box 252 New Martinsville, WV 26155	Bid Bond	\$49,617.92
Tri-State Asphalt Company P.O. Box 66 Rayland, OH 43943-0066	Bid Bond	\$49,402.70

Present for the bid opening were David Lash, Lash Excavating and Paving, Denny Wilson, Wilson Blacktop, Ed Leonard, Tri-State Asphalt, Steve Steele, Steele Construction, Jeremy Midei, Times Leader and Joselyn King, Intelligencer.

Motion made by Mr. Olexo, seconded by Mr. Probst to turn bids over to Darlene Pempek, Clerk of the Board of Commissioners. The bids will be held for A.C. Weithe, Bel-O-Mar Regional Council Management Specialist until September 4, 2001 for his review and recommendation.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING
INTO IV-D SERVICE CONTRACT BETWEEN
BELMONT COUNTY CSEA AND ATTORNEY RICHARD MELANKO

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the following contract on behalf of the Belmont County CSEA with Attorney Richard Melanko to provide Child Support legal services.

APPENDIX 1-3

IV-D Service Contract

This agreement made and entered into on the 15th day of August, 2001 by and between the Belmont County Child Support Enforcement Agency (hereinafter referred to as "CSEA") and Attorney Richard Melanko, a Provider of service (hereinafter referred to as "Provider").

Pursuant to Title IV-D of the Social Security Act, Section 2301.35 of the Ohio Revised Code, and Ohio Administrative Code rules promulgated by the Ohio Department of Human Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the agreement.

- Purchase of Services:** Subject to terms and conditions set forth in this agreement and the attached Exhibits (such exhibits are deemed to be a part of this agreement as fully as if set forth herein), the CSEA agrees to purchase for, and Provider agrees to furnish to eligible individuals those specific services detailed in Exhibit I.
- Purpose:** The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers to establish a cooperative, comprehensive county plan for effective enforcement of child support.
- Contract Period:** This agreement will be effective from August 1, 2001 through July 31, 2002, inclusive unless otherwise terminated. In no case may the Contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year.
- Availability of Funds:** The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

	AMOUNT	SOURCE
Nonfederal Matching Funds	\$20,400.00	Incentive and State Subsidy
Federal Matching Funds	\$39,600.00	Incentive
Total	\$60,000.00	

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

(B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law.

5. Cost and Delivery of Purchased Services: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit III, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated \$ 80.00 per hour for provision of service.

6. Fees: If applicable, shall be charged as detailed in Exhibit I.

7. Eligibility for Services: Current and past public assistance recipients or those who have completed a IV-D application form.

8. Payment for Purchased Services: The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.

9. Subcontracting: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract. All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of its liability under this agreement. Provider is responsible for making direct payment for such services.

10. Termination:

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

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

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

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

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

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

11. Independent Contractors: Providers, agents, and employees of the Provider, including subcontractors, will act in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.

12. Duplicate Billing: Provider warrants that claims made to the CSEA for payment for

purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of federal funds for the same service.

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

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

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

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

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

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

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

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

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

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

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

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

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

Child Support Enforcement Agency
Belmont County

Date

Authorized CSEA Representative's Signature
Tom King /s/

Date
8/22/01

Authorized Provider Representative's Signature
Richard E. Melanko /s/

Date
8/22/01

Authorized Provider Representative's Title
Attorney at Law

Provider's Street address
3892 Central Ave.

Provider's City, State, Zip
Shadyside, OH 43947

County Commissioners Signature

Date

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

8/31/01
8/31/01
8/31/01

Upon roll call the vote was as follows:

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

UNDER DISCUSSION

Commissioner Thomas stated, "This is Mr. Melanko's twenty fifth year of providing services for the county. He does know child support enforcement well, probably better than any other Belmont County attorney."

**IN THE MATTER OF ENTERING
INTO IV-D SERVICE CONTRACT BETWEEN
BELMONT COUNTY CSEA AND ATTORNEY CHRISTOPHER BERHALTER**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the following contract on behalf of the Belmont County CSEA with Attorney Christopher Berhalter to provide Child Support legal services.

APPENDIX 1-3

IV-D Service Contract

This agreement made and entered into on the 22nd day of August, 2001 by and between the Belmont County Child Support Enforcement Agency (hereinafter referred to as "CSEA") and Sommer, Liberati, and Berhalter, a Provider of service (hereinafter referred to as "Provider").

Pursuant to Title IV-D of the Social Security Act, Section 2301.35 of the Ohio Revised Code, and Ohio Administrative Code rules promulgated by the Ohio Department of Human Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the agreement.

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

2. **Purpose:** The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers to establish a cooperative, comprehensive county plan for effective enforcement of child support.

3. **Contract Period:** This agreement will be effective from September 1, 2001 through August 31, 2002, inclusive unless otherwise terminated. In no case may the Contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year.

4. **Availability of Funds:** The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

	AMOUNT	SOURCE
Nonfederal Matching Funds	\$3,400.00	Incentive and State Subsidy

Federal Matching Funds	\$6,600.00	Incentive
Total	\$10,000.00	

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

(B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law.

5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit III, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated \$ 60.00 per hour for provision of service.

6. **Fees:** If applicable, shall be charged as detailed in Exhibit I.

7. **Eligibility for Services:** Current and past public assistance recipients or those who have completed a IV-D application form.

8. **Payment for Purchased Services:** The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.

9. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract. All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of its liability under this agreement. Provider is responsible for making direct payment for such services.

10. **Termination:**

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

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

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

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

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

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

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

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

13. **Financial Records:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

Child Support Enforcement Agency
Belmont County

Date

Authorized CSEA Representative's Signature
Dwayne Pielech /s/

Date
8/29/01

Authorized Provider Representative's Signature
Christopher M. Berhalter /s/

Date
8/29/01

Authorized Provider Representative's Title
Attorney

Provider's Street address
409 Walnut St., PO Box 279

Provider's City, State, Zip
Martins Ferry, Ohio 43935

County Commissioners Signature

Date

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

8/31/01
8/31/01
8/31/01

Upon roll call the vote was as follows:

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

IN THE MATTER OF DISCUSSION HELD
RE: CONTRACTS / CSEA

Commissioner Thomas stated, "More than one lawyer is warranted for numerous reasons. The first of which is the large number of cases, and also because a lawyer may have a conflict of interest. This has been done historically. Grace Hoffman is contracted through Spring 2002."

IN THE MATTER OF ADVERTISING
FOR BIDS FOR COPY MACHINE/RECORDER'S OFFICE

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the request of County Recorder Mary Catherine Nixon to advertise for bids for a copy machine for the Recorder's Office and to proceed with the advertisement for bids.

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 the Belmont County Recorder's Office with a copy machine, the Clerk is hereby directed to have published in the Martins Ferry Times Leader, a newspaper having general circulation in the County, a "Notice to Bidders" as follows:

NOTICE TO BIDDERS

BELMONT COUNTY COMMISSIONERS' OFFICE
ST. CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners office, Belmont County Courthouse, St. Clairsville, Ohio until 10:00 A.M. (Local Time) Wednesday, September 19, 2001 for furnishing one (1) copy machine for the Belmont County Records Office, St. Clairsville, Ohio, 43950, and then at said office publicly opened and read aloud.

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

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C.
- OR**
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 5% of the bid.

Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.
The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

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

Darlene Pempek, Clerk of the Board

Times Leader-Adv. (2) Wednesdays, September 5, 2001 and September 12, 2001

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING
TEACHER'S CONTRACTS-LIMITED FOR
BELMONT HARRISON JUVENILE DISTRICT/
SARGUS JUVENILE CENTER

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following Teacher's Contracts-Limited with Ed Perzanowski and Beth DePalma based upon the recommendation of Beth Oprisch, Executive Director of Belmont Harrison Juvenile District.

BELMONT HARRISON JUVENILE DISTRICT
TEACHER'S CONTRACT-LIMITED

An agreement entered into between: Ed Perzanowski and the Belmont Harrison Juvenile District, 210 Fox Shannon Place, St. Clairsville, OH 43950.

Ed Perzanowski hereby agrees to teach in the Sargus Juvenile Center for a period established by the Executive Director of the Belmont Harrison Juvenile District. (See attached calendar).

Said Ed Perzanowski further agrees to abide by and maintain the rules, regulations and job responsibilities as adopted by the Director and the Board of Trustees. (See attached job description).

In consideration and for such services, the teacher will receive the sum of \$30,459.00 paid in 26 equal installments. Accumulated vacation shall not be accrued.

Entered into at St. Clairsville, Ohio this 31st day of August, 2001.

Effective August 28, 2001 until May 31, 2002

Edward Perzanowski /s/ 8/17/01
Teacher Date

Beth Oprisch /s/ 7 August 2001
Executive Director Date

Phil Wallace 08/07/01
President, Board of Trustees Date

Ryan E. Olexo /s/ Charles R. Probst, Jr. /s/ Mark A. Thomas /s/
Belmont County Commissioners

HARRISON COUNTY COMMISSIONERS:

Date: 8/31/01

BELMONT HARRISON JUVENILE DISTRICT
TEACHER'S CONTRACT-LIMITED

An agreement entered into between: Mary DePalma and the Belmont Harrison Juvenile District, 210 Fox Shannon Place, St. Clairsville, OH 43950.

Mary DePalma hereby agrees to teach in the Sargus Juvenile Center for a period established by the Executive Director of the Belmont Harrison Juvenile District. (See attached calendar).

Said Mary DePalma further agrees to abide by and maintain the rules, regulations and job responsibilities as adopted by the Director and the Board of Trustees. (See attached job description).

In consideration and for such services, the teacher will receive the sum of \$26,037.00 paid in 26 equal installments. Accumulated vacation shall not be accrued.

Entered into at St. Clairsville, Ohio this 31st day of August, 2001.

Effective August 28, 2001 until May 31, 2002

Mary DePalma /s/ 8/17/01
Teacher Date

Beth Oprisch /s/ 7 August 2001
Executive Director Date

Phil Wallace 08/07/01
President, Board of Trustees Date

Ryan E. Olexo /s/ Charles R. Probst, Jr. /s/ Mark A. Thomas /s/
Belmont County Commissioners

Harrison County Commissioners:

Date: 8/31/01

Upon roll call the vote was as follows:

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

IN THE MATTER OF DISCUSSION HELD

RE: DRY HYDRANT

Jim Delman, Fire and Squad Association and Ken Saffell, CTFD#4 Assistant Chief, came before the Board to discuss approval of an additional ten thousand dollars for dry hydrants. In explaining this issue, Mr. Delman stated the ODNR grant is for a total of twenty thousand dollars, ten thousand of which will be reimbursed. Currently the Commissioners had approved two thousand two hundred dollars toward this project. Commissioner Probst stated the money would be well spent, it helps to keep our residents insurance rates low. Mr. Delman stated he had contacted locations and received twenty responses. He is planning a meeting with Jim Forshey of Belmont County Soil and Water Conservation. They hope to get bids let out to fire vendors to be back to them by September 16, 2001. "Beverly Riddle is currently gathering prices from piping companies such as Totterdale's and another firm in Calcutta Ohio. Soil and Water put one in at the boat dock at Barkcamp State Park which will be part of the Legislative Tour set for after the Commissioner's Meeting today."

Commissioner Olexo asked if the first amount had already been allocated. Darlene Pempek, Clerk, Belmont County Commissioners, stated it had not been. Commissioner Olexo stated there should be no problem in increasing the original amount. Commissioner Thomas stated again that it is money well spent. Mr. Delman stated Soil and Water and the RC&D helped to have the money increased. Beverly Riddle, stated, "Dave Schafer, ODOT, told me they will donate the posts and gravel. " Ms. Riddle continued by inviting the Commissioners to lunch at Barkcamp State Park and the dry hydrant demonstration.

IN THE MATTER OF DISCUSSION HELD

RE: MEDICARE UPDATE

Lynn Agostini, Administrator, Park Health Center, presented information to the Board on the recent increase in Medicaid. She stated, "Approximately ten days ago, we received notification that the Medicaid rate has increased to \$12.98 per patient per day- a charge of \$125.00 to Medicaid. This has caused Park Health Center to increase the rate of private pay from \$120.00 to \$130.00. Under the Ohio Revised Code, Medicaid rates cannot be more than private pay. There has not been an increase in private pay since January 2000. This will generate approximately \$34,000.00 (thirty-four thousand dollars) additional in revenue per month."

IN THE MATTER OF ENTERING

EXECUTIVE SESSION WITH LYNN AGOSTINI, PARK HEALTH ADMINISTRATOR

AT 10:15 A.M.

Motion made by Mr. Olexo, seconded by Mr. Probst to enter executive session at 10:15 A.M. to discuss compensation of a public employee with the following Park Health Center employees-Lynn Agostini, Administrator; Jack Ralston, Fiscal Officer and Pam Neff, Personnel.

**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 **compensation of a public employee**;

WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to consider **compensation 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 LYNN AGOSTINI, PARK HEALTH ADMINISTRATOR

AT 10:35 A.M.

Motion made by Mr. Probst, seconded by Mr. Olexo to adjourn executive session at 10:35 A.M. to discuss compensation of a public employee with the following Park Health Center employees-Lynn Agostini, Administrator; Jack Ralston, Fiscal Officer and Pam Neff, Personnel.

Upon roll call the vote was as follows:

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

*NO ACTION TAKEN

IN THE MATTER OF APPROVING
PAYMENT OF REQUISITION NO. 11
FOR THE FOX COMMERCE INDUSTRIAL PARK PROJECT

Motion made by Mr. Probst, seconded by Mr. Olexo to approve payment of Requisition NO. 11 for the Fox Commerce Industrial Park as follows:

James White Construction Co. 4156 Freedom Way Weirton, WV 26062	\$102,647.08	Partial Payment Est. No. 12
Street Engineering & Surveying 68377 Stewart Dr. St. Clairsville, OH 43950	4,950.00	Invoice #01-74 Billing #8
Total	\$107,597.08	

Upon roll call the vote was as follows:

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

IN THE MATTER OF SDA #31
ALLOCATION AUTHORIZATION
SHEET FO BELMONT COUNTY JTPA

Motion made by Mr. Olexo seconded by Mr. Thomas the signing and submittal of the following SDA #31 Allocation Authorization Sheet for Belmont County.

Project Code OH-04	CFDA #'s: All Title II 17.250
Title/Yr Windsor/Central Ohio	Title III & Clean 17.246
	One-Stop 17.207
Resolution Date 6/1/01	
Narrative: Initial Alloc	
Total Allocation: \$79,925.00	

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING RELEASE OF CDBG
MORTGAGE AGREEMENT/SUPANIK, MORTGAGOR

Motion made by Mr. Olexo, seconded by Mr. Thomas to release the mortgage of Jean Supanik (Widowed), The Mortgagor under the terms and conditions of the Mortgage signed August 21, 1996 and recorded by the Belmont County Recorder, Volume 660, page 199. Community Development Block Grant project, 70643 Main Street, Barton, Ohio in consideration of \$24,028.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF DISCUSSION HELD
RE: UMWA DISTRICT SIX UPDATE

Larry Ward, United Mine Workers Association, representing District Six, came before the Board to update them on the status of the ongoing issue between the local union and Bob Murray, local coal operator. Mr. Ward stated that the persons waiting for a return to work call from the hiring panel "live here, we are talking about seven to eight hundred people." He gave the Board materials stating the language of the contract between the union and the coal operator, as well as the most recent issue of Mine Journal Magazine, which includes an article pertaining to this issue. Mr. Ward stated, "The more he lies, the more we tell the truth." He thanked the Commissioners for having been present at the recent rally held at Powhatan Point, showing their support, as well as thanking Commissioner Probst for speaking out while at the rally. Mr. Ward's closing statement to the Board, "These people ARE Belmont county." Commissioner Probst stated, " It is important to note that the panel includes older persons who built this company. It is sad for them and for their families. This is a breach of commitment by Mr. Murray to not call them back. This is a huge business. It is a shame they can't get along." Mr. Ward stated, "He is obligated, he agreed. Now it is time he can do something about it and he won't." Commissioner Probst asked if the jobs at the Number Six Coal Mine are in jeopardy. Mr. Ward stated that they were, continuing, "There are enough reserves that should last five to six years, the more you reduce the number of employees, the less they are able to maintain the mine, then it becomes a cost issue."

IN THE MATTER OF DISCUSSION HELD

RE: COMMITTEE ON AGING ISSUES AND PROCEDURES

Commissioner Probst stated, "I would like to talk about how vouchers are prepared and also about the Mediterranean title transfer." Commissioner Thomas stated, "Assistant Prosecutor Bob Quirk is working on the title transfer. You may want to talk to him as to the legality of the voucher issue." Commissioner Probst questioned when the voucher, the expenditure for the Mediterranean building was approved, stating "I did not know if that was approved and I missed that meeting. Prior to signing, the auditors must approve these vouchers. It's not uncommon for me to sign a bill if I have voted no on the issue." Commissioner Thomas stated, " the chronological list of how it transpired - this issue was handled between lawyers." Commissioner Probst stated, " I want to see who authorized this, I want to see the minutes of the meeting where that was journalized. Mark, you said that the Prosecuting Attorney handled the title. However, when I asked him, he knew nothing about it." Commissioner Thomas stated, " I can't answer that question. Mr. Quirk was handling this with Attorney Marlin Harper. That is why we have a prosecutor." Commissioner Probst went on to state, " I spoke with Dar (Darlene Pempek, Clerk, Belmont County Commissioners). There was a variation of answers. Is that not right Dar?" Darlene Pempek stated those were not her exact words. Commissioner Probst said, "I'm a taxpayer, I want answers. Bob Laxton sent this in. There was a mortgage loan analysis attached. Did he borrow money from a private agency? What is this mortgage?" Commissioner Olexo stated, "In the initial plan, if the money had to be borrowed, it could be." Commissioner Probst stated, "The mortgage contract was signed prior to the purchase. I really get concerned. This letter from Mr. Harper states, 'In consideration of advancement...' Also, why was the check made out to Marlin Harper?" Commissioner Thomas stated, " He was the closing agent for the transaction, he then dispersed the monies. The settlement statement shows this. The money does not go to him directly. A separate account is set up so there are no co-mingling of funds." Commissioner Probst stated, "Dar, who authorized you to send the money. Was it done in a meeting when I wasn't here? Is it in the minutes? The paperwork says renovations are to be bid. My understanding is that renovations are going on currently. Mr. Laxton needs to bring his plans in to the Board. Number one, all contractors should abide by our bid process. We need to be more responsible. We need to show the citizens we are in control of the building and the renovations. We need to do things the right way in order to pass the levy."

Commissioner Olexo stated, "This is a non profit organization and no private companies are involved."

Commissioner Thomas stated, "Commissioner Olexo and I inherited this contract. The issues with COA did not begin in 2001. It seems this problem has been creeping up. There has been no enforcement of the contract with COA. I agree with you whole-heartedly. We need to have our prosecutor look at the contract. You suggested on Wednesday that we draft a letter from the prosecutor to the COA regarding the contract. The Prosecutor must see the terms are adhered to."

Commissioner Probst stated, "I asked for the audit. I pushed for no waiting lists. I stated the other day, 'Don't pay for meals. Don't donate for transportation.' If Mr. Laxton still does that he is wrong. Intimidation in anyway will not be tolerated. Please call me personally. I will get to the bottom of all issues. We are going to start taking care of our seniors in this county. This Board is committed to this. We will get to the bottom of all the questions and concerns raised. This is a complex organization. We need to pick it apart piece by piece and figure it out. Dar, what I want from you is the notes on the contract that the prosecutor worked on, all pertinent information with regards to Marlin Harper. Why is it still in Laxton's name?"

Commissioner Thomas stated, " Mr. Quirk said to let the public know the transfer is going on now. Please, Commissioner Probst, call Quirk."

Mr. Louie Johnson questioned the Commissioners as to the inability of his brother to receive help through levy funding assistance, as well as information given to him by an unknown source stating his brother would have to turn over his property prior to receiving benefits. Both Commissioners Thomas and Olexo stated they would look into this matter.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:05 A.M.

Motion made by Mr. Olexo, seconded by Mr. Thomas to adjourn the meeting at 11:05 A.M.

Upon roll call the vote was as follows:

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

Read, approved and signed this 5th day of September 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

