

St. Clairsville, Ohio

August 2, 2006

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst, Jr., Gordie W. Longshaw and Mark A. Thomas, Commissioners and Jayne Long, Assistant Clerk of the Board. Minutes of the meeting of July 26, 2006, 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 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. Thomas, seconded by Mr. Longshaw, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	668.00
Staples Credit Plan	Supplies-Sheriff's Office/General Fund	348.50
Tobias Stidd	Probation Mileage/General Fund	209.60
K-Staples Credit Plan	Equip/Supplies/Engineer's MVGT Fund	422.77
Wells Fargo Payment Center	Visa Card/Engineer's MVGT Fund	8.11
N-C-M-G Architects, LLP	A/E Services/EMA/EOC Construction Fund	4,171.32
Johnson Boiler Works, Inc.	Pay Request #4/EMA/EOC Construction Fund	24,582.43
US Bank	Interest Payment/Co. Engineer Building Construction Fund	38,293.33
US Bank	Note Payment/Co. Engineer Building Construction Fund	960,000.00
S-Belmont Senior Services	Aug. Operating Expenses/In Home Care Levy-Com on Aging Fund	192,440.62
Comcast	Aug. Internet/Western Div. Court Computer Fund	125.00
Y-Eastern Ohio Regional Wastewater Authority	Sewage Disposal/Water & Sewer District Fund	33,160.16
Health Assurance-HMO	August Premium/Employer's Share Holding Account Fund	62,969.07
Health Assurance-PPO	August Premium/Employer's Share Holding Account Fund	162,296.04
Health Plan	August Premium/Employer's Share Holding Account Fund	147,089.74

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the Recapitulation of Vouchers dated for August 2, 2006 as follow:

FUND	AMOUNT
A-GENERAL	\$16,500.40
GENERAL/EMA	\$190.82
GENERAL/911	\$412.72
E-911	\$1,858.79
H-County Home/Park Health	\$594.11
Job & Family, Public Assistance	\$93,241.09; \$3,147.18
Job & Family, WIA	\$113,859.22
K-Engineer MVGT	\$750.98; \$32,862.44
S-Job & Family, Children Services	\$1,054.14; \$98,399.00
Oakview Juvenile Residential Center	\$1,341.36; \$8,672.68

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUNDS FOR
THE GENERAL FUND/COMMON PLEAS COURT AND
COMM BASED CORRECTIONS ACT GRANT FUND

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfer between funds for the General Fund and Comm Based Corrections Act Grant Fund.

FROM	TO	AMOUNT
COMMON PLEAS COURT	COMM BASED CORRECTIONS ACT	
E-0061-A002-B05.000 Intense Probation-Clerk of Courts	R-1520-S077-S04.574 Transfers In	\$ 90.27

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE BCDJFS PUBLIC ASSISTANCE FUND

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer within fund for the BCDJFS Public Assistance Fund.

FROM	TO	AMOUNT
E-2510-H000-H03.012 Equipment	E-2510-H000-H04.000 Contract	\$ 40,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BCDJFS WIA AREA 16 FUND

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer within fund for the BCDJFS WIA AREA 16 Fund.

FROM	TO	AMOUNT
E-2610-H008-H06.000 Jefferson Co. CAC Flood Grant	E-2610-H008-H05 Belmont Co. DJFS Flood Grant	\$ 15,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 2, 2006.

Fund	Title	Amount
PLACEMENT SERVICES		
E-0400-M064-M05.000	Placement	\$25,280.00
E-0400-M064-M05.000	Placement	\$48,949.14
Total M64		\$74,229.14
PLACEMENT II		
E-0400-M075.M01.000	Other Expenses	\$31,393.38
Total M75		\$31,393.38

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE SPECIAL EMERGENCY PLANNING FUND- LEPC

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 August 2, 2006.

E-1720-P090-P07.002	Salaries	\$ 12,500.00
E-1720-P090-P08.003	PERS	\$ 1,100.00
E-1720-P090-P09.004	Workers' Comp	\$ 283.00
TOTAL		\$ 13,883.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

AUDITOR'S OFFICE – Donald Harr to Reynoldsburg, OH on August 1, 2006 to attend Southeast District Meeting for Weights & Measures. Estimated expenses: \$150.00

RECYCLING & LITTER PREVENTION – Samantha Carroll, Program Director, and Tammy Shephard, to Zanesville, OH, on August 10 & 11, 2006, to attend EOC Project Learning Tree, Project WILD, and Project WET Educator's Conference .

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Mike Bianconi questioned the status of the jail expansion project. Commissioner Probst said Sheriff Fred Thompson and the Bureau of Adult Detention have been putting together final plans for this project and it is expected to go out to bid by the end of September.

IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETINGS

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: May 24 & May 31, June 7, and June 16, 2006.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION FOR
A ONE (1) MILL REPLACEMENT LEVY
FOR BELMONT SENIOR SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following Resolution:

Note: This resolution is the final step necessary if the Board determines to place the levy on the November ballot.

This is a replacement of a tax for the benefit of Belmont County for the purpose of providing Adult Day Care, Home-Health and senior services (including but not limited to, transportation, nutrition and in-home services) to elderly residents who are frail and/or handicapped at a rate not exceeding one (1) mill for each one dollar (\$1.00) of valuation, which amounts to ten cents (.10) for each one hundred dollars (\$100.00) of valuation, for a period of five (5) years, commencing with tax list and duplicate year 2007(Ohio Revised Code 5705.05)

RESOLUTION

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

BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, two-thirds of the members elected thereto concurring: **WHEREAS**, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Belmont County, Ohio; therefore be it

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

A replacement tax for the benefit of Belmont County, Ohio, for the purpose of providing Adult Day Care, Home Health and Senior Services (including but not limited to, transportation, nutrition and in-home services) to elderly residents who are frail and/or handicapped,

At a rate not exceeding one (1) mill for each one dollar (\$1.00) of valuation, which amounts to ten cents (\$.10) for each one hundred dollars (\$100.00) of valuation, for a period of five (5) years, commencing with tax list and duplicate year 2007 (Ohio Revised Code Section 5705.05

RESOLVED, that the question of levying additional taxes be submitted to the electors of said Belmont County at the General Election to be held at the usual voting places within said Belmont County on the 7th day of November 2006, and be it further

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

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

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

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

Adopted this 2nd day of August, 2006.

Note: Commissioner Longshaw stepped out of meeting room.

**IN THE MATTER OF ACCEPTING PUBLIC ROAD
PETITION FOR THE VACATION OF A PORTION OF MONROE ST.
AND A PORTION CHURCH ST. IN MT. OLIVETT,
WARREN TWP/SEC 11, T-8, R-6/RD IMP 1096**

Motion made by Mr. Thomas, seconded by Mr. Probst to accept the Public Road Petition submitted by freeholders of said county residing in the vicinity of the proposed improvement "the vacation of a **40x390 ft portion of Monroe Street and a 40 X 240 ft. portion of Church Street in Mt. Olivett, Warren Township**" and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement 1096 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04**

RD. IMP. 1096

Belmont County, Ohio

July 25, 2006

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

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacation of a 40x390 ft portion of Monroe Street and a 40x240ft portion of Church Street in Sec. 11 Twp. 8 R. 6 of Warren Township within the plat of Mt. Olivett.

a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

Beginning at a point 30 feet west of the centerline intersection Main Street and Monroe Street between lots 43 and 45 in Mount Olivett, Cab. B Sl. 54. Being the entire width of the 40 ft. street and extending 390 ft. west to 20' east of the center line intersection of Hunt Street and Monroe Street between lots 84 and 85 as recorded in said plat.

Beginning at a point 20 feet north of the centerline intersection Jackson Street and Church Street between lots 58 and 72 in Mount Olivett, Cab. B Sl. 54. Being the entire width of the 40 ft. street and extending 240 ft. north to 20' south of the center line intersection of Adam Street and Church Street between lots 55 and 69 as recorded in said plat.

Petitioners' Name
(PRINT NAME)
(SIGN NAME)

Address of Petitioner
(PLEASE PRINT)

Greg Detling /s/	36936 Fairview St., Barnesville, OH 43713
Carol Snopel /s/	63792 Church St., Barnesville, OH 43713
George W. Carpenter /s/	63762 Church St., Barnesville, OH 43713
Alberta Carpenter /s/	63762 Church St., Barnesville, OH 43713
Pauline Wilson /s/	63736 Mt. Olivett, Barnesville, OH 43713
Jim Sellers /s/	63910 Mt. Olivett Rd., Barnesville, OH 43713
B. Jean Long /s/	64080 Mt. Olivett Rd., Barnesville, OH 43713
Rebecca Hurley /s/	63658 Mt. Olivett Rd., Barnesville, OH 43713
Connie Johns /s/	36988 Jackson St., Barnesville, OH 43713
Pat Hollingsworth /s/	36985 Jackson St., Barnesville, OH 43713
W. J. Hollingsworth /s/	36985 Jackson St., Barnesville, OH 43713
Linda Kuhn /s/	63920 Mt. Olivett Rd., Barnesville, OH
Arlen Kuhn /s/	63920 Mt. Olivett Rd., Barnesville, OH 43713
Donna P. Moore /s/	63752 Main St.-Mt. Olivett, Barnesville, OH 43713

Robert E. Moore /s/ 63752 Main St.-Mt. Olivett, Barnesville, OH 43713
Roseann Carpenter /s/ 36820 Fairview St., Barnesville, OH 43713
John W. Carpenter /s/ 36820 Fairview St., Barnesville, OH 43713

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
A PORTION OF MONROE ST. AND CHURCH
ST. IN MT. OLIVETT, WARREN TOWNSHIP
SEC. 11, T-8, R-6/RD IMP 1096**

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

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1096**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 2nd day of August 2006 at the office of the Commissioners with the following members present:

Mr. Thomas
Mr. Probst
Mr. Longshaw

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate a portion of a 40 x 390 ft portion of Monroe Street and a 40 x 240 portion of Church Street in Sec. 11, Twp. 8, R 6 of Warren Township within the plat of Mt. Olivett; therefore be it

RESOLVED, That the 16th day of August, 2006 at 1:15 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 21st day of August 2006, at 11:15 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

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

Adopted August 2, 2006

Jayne Long /s/
Assistant Clerk, Belmont County, Ohio

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.05**

ROAD IMP. # 1096

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of a 40x390 ft portion of Monroe Street and a 40x240 ft portion of Church Street in Sec. 11, Twp. 8, R-6 of Warren Township within the plat of Mt. Olivett, a public road, the general route and termini of which Road are as follows:

Beginning at a point 30 feet west of the centerline intersection Main Street and Monroe Street between lots 43 and 45 in Mount Olivett, Cab. B Sl. 54. Being the entire width of the 40 ft. street and extending 390 ft. west to 20' east of the center line intersection of Hunt Street and Monroe Street between lots 84 and 85 as recorded in said plat.

Beginning at a point 20 feet north of the centerline intersection Jackson Street and Church Street between lots 58 and 72 in Mount Olivett, Cab. B Sl. 54. Being the entire width of the 40 ft. street and extending 240 ft. north to 20' south of the center line intersection of Adam Street and Church Street between lots 55 and 69 as recorded in said plat.

Said Board of County Commissioners has fixed the 16th day of August 2006, at 1:15 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 21st day of August 2006, at 11:15 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the Board of County Commissioners,
Belmont County, Ohio

Jayne Long /s/
Jayne Long, Assistant Clerk

ADV. TIMES LEADER (2) Mondays – August 7 and August 14, 2006

**IN THE MATTER OF APPROVING PAY REQUEST FOR DAVISON
ELECTRIC CO., INC./BELMONT CO. EMERGENCY
OPERATIONS CENTER BUILDING EXPANSION PROJECT**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve and sign the following Pay Requests for Davison Electric Co., Inc. for the Belmont County Emergency Operations Center Building Expansion project based upon the recommendation of Larry Siebieda, Project Architect:

- Pay Request #5 in the amount of \$11,784.60
- Pay Request #6 in the amount of \$35,351.10

Upon roll call the vote was as follows:

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

**Note – Commissioner Longshaw returned to meeting room.*

**IN THE MATTER OF CLOSING DOCUMENTS REGARDING
ISSUANCE OF \$1,185,000 BOND ANTICIPATION NOTES,
SECOND SERIES, FIFTH RENEWAL DATED AUGUST 16, 2006
AND MATURING AUGUST 15, 2007**

Motion made by Mr. Thomas, seconded by Mr. Probst authorizing the signing of the closing documents relative to the issuance of \$1,185,000 Bond Anticipation Notes, Second Series, Fifth Renewal, dated August 16, 2006, maturing August 15, 2007.

Note: Court Computer- \$85,000.00
County Engineer Buildings- \$800,00.00
Emergency Management Building- \$300,000.00
Total \$1,185,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AGREEMENT WITH VINTON CO. DJFS
ON BEHALF OF BELMONT CO. DJFS TO SERVE AS THE
ADMINISTRATIVE AGENT FOR THE TANF DEMONSTRATION GRANT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into agreement with Vinton County Department of Job & Family Services, on behalf of Belmont County Department of Job & Family Services, in an amount not to exceed \$103,000.00, to serve as the Administrative Agent for the TANF Demonstration Grant awarded by the Ohio Department of Job and Family Services, effective July 1, 2006 through December 31, 2007.

Note: This grant provides TANF funds to Appalachian Counties to provide services to TANF or PRC eligible participants.

**VINTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF DEMONSTRATION GRANT CFDA 93.558
APPALACHIA WORKS**

This contract made and entered into on the 26th day of June, 2006, by and between the Vinton County Department of Job and Family Services (hereafter referred to as the Department) serving as the Administrative Agent for the TANF Demonstration Grant awarded by the Ohio Department of Job and Family Services and the Belmont County Department of Job and Family Services, a public agency, doing business at, 310 Fox Shannon Place, P.O. Box 428, St Clairsville, Ohio 43950-0428 (hereinafter also referred to as the Sub-Grantee).

Where as, the Vinton County Department of Job and Family Services has been awarded a Temporary Assistance for Needy Families (TANF) demonstration grant, by the Ohio Department of Job and Family Services (ODJFS) to provide targeted services to residents in 29 Appalachian counties, and

Whereas, the grant award requires the Vinton County Department of Job and Family Services in its role as the Administrative Agent for the grant, to contract with each of the designated CDJFSs in the Appalachian counties,

Therefore, this agreement shall serve to meet the conditions of the grant award.

The following are the terms of the contract.

ARTICLE 1. PURCHASE OF SERVICE. Subject to the terms and conditions set forth in this contract the Department agrees to grant to the Sub-Grantee TANF funds for the purposes of providing employment retention and advancement, targeted employment, and domestic violence prevention services and the Sub-Grantee agrees to furnish to eligible individuals those specific services detailed in this agreement and the attached Operational Plan identified as Attachment A.

ARTICLE 2. CONTRACT PERIOD. This Agreement shall be effective from July 1, 2006 through December 31, 2007, unless terminated. Conditioned on reauthorization of the grant by the Ohio Department of Job and Family Services, this Agreement may be renewed for a period of one (1) year.

ARTICLE 3. AVAILABILITY OF FUNDS. Total dollar value of this contract may not exceed \$103,000.00 (CFDA 93.558) unless otherwise amended. Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of TANF Demonstration-Appalachia Works funds received from the Ohio Department of Job and Family Services. In event that these funds are no longer available to the Department, in its exclusive judgment, therefore requiring changes or termination of this contract, such changes or termination for this reason will be effective on the date federal funds are no longer available or later as is otherwise stipulated by the Department.

ARTICLE 4. LIMITATIONS. Sub-Grantee warrants the following: 1) No medical or Medicaid services will be provided through this contract; 2) Claims made to the Department for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Sub-Grantee to other sources of funds for the same service, 3) Claims for reimbursement will not exceed the actual costs of providing services.

ARTICLE 5. ELIGIBILITY FOR SERVICES. Services under this contract shall be provided only to county residents eligible who are at or below a level of 200% of poverty pursuant to the Sub-Grantee's Prevention, Retention, and Contingency (PRC) plan. Determination of eligibility will be the responsibility of the Sub-Grantee which will use the standard PRC application form shown in Attachment B.

ARTICLE 6. PROJECT BUDGET AND ADMINISTRATION The Sub-Grantee shall prepare and attach a budget in the format shown in Attachment C which shows its estimated quarterly expenditures. A separate budget shall be prepared and attached for each program identified in the Grant Application. In preparing its budget, the Sub-Grantee shall determine whether to charge its Administrative Costs to this grant or its regular TANF allocation received directly from ODJFS. If the Sub-Grantee determines to charge its Administrative Costs to this Grant, its Grant will be reduced accordingly and its regular TANF allocation will be accordingly increased by ODJFS. The Sub-Grantee shall clearly state in its budget its desired method of charging its Administrative Costs.

ARTICLE 7. PAYMENT All allowable costs incurred by the Sub-Grantee shall be paid by the Department on a reimbursement basis. Billing shall incur on a monthly basis and services shall be billed within ten (10) calendar days of the last day of the preceding month. Claims made by the Sub-Grantee for administrative expenses shall not exceed 10% of the total value of the contract. The invoice shall be on letterhead paper of the Sub-Grantee and show the date of the invoice and the period for which the services billed were rendered. The invoice shall be in the format shown in Exhibit D. The Department will review the invoice for completeness and accuracy before making payment within 15 days after receipt. The expenditures reported on the invoice are subject to adjustment by the Department before payment is made in order to adjust for mathematical errors, ineligible participants, or non-covered services. Services billed more than thirty (30) calendar days after the end of the contract period may be disallowed by the Department and Sub-Grantee may not be reimbursed for disallowed services. All reported expenditures and payments are subject to audit by duly authorized Federal, State, and Department's personnel and agents.

ARTICLE 8. REALLOCATION Should the reimbursements made to the Sub-Grantee demonstrate that it will not likely expend all its allocated total contract funds, the Department, at its exclusive discretion, may reallocate a portion of the Sub-Grantee's grant to another Sub-Grantee. The Department will notify the Sub-Grantee of its action prior to the date of the reallocation.

ARTICLE 9. CERTIFICATION OF COMPLIANCE By accepting the Subgrant Agreement and by executing the Subgrant Agreement, Subgrantee hereby certifies and affirms current compliance and agrees to continued compliance and agrees to each condition listed in this Article 9. The Subgrantee's certification of compliance with each of these conditions is considered to be a material representation of fact upon which the Department has relied in entering this Subgrant Agreement.

A. If at any time, the Subgrantee is not in compliance with the conditions certified and affirmed in this Article 9, Section A, the Department shall consider the Subgrant Agreement to be *void ab initio* and shall deliver written notice to Subgrantee. Any funds paid by the Department for work performed before the Subgrantee was notified that the Subgrant Agreement was deemed *void ab initio* shall be immediately repaid to the Department or an action for recovery may be instituted by the Department for the recovery of said funds.

1. Federal Debarment Requirements. Subgrantee certifies that neither Subgrantee nor any of its principles is presently debarred, suspended, proposed for debarment declared ineligible, or voluntarily excluded from participation in transactions by any federal agency as set forth in 45 CFR 92.35 and/or 29 CFR Part 98. Subgrantee certifies that neither Subgrantee nor any of its principles have been convicted, within a three year period preceding this Subgrant Agreement, of or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; examples of other criminal offenses include: violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Subgrantee certifies that neither Subgrantee nor any of its principles is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in this paragraph and have not within a three year period preceding this Subgrant Agreement had one or more public transaction (federal, state, or local) terminated for cause or default.

2. Qualifications to Conduct Business. Subgrantee certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio and have been obtained and are currently operative. If at any time during the Subgrant Agreement period the Subgrantee becomes disqualified from conducting business in Ohio, for whatever reason, Subgrantee shall immediately notify the Department in writing and shall immediately cease performance of the Subgrant Agreement activities.

3. Unfair Labor Practices. Subgrantee certifies that neither the Subgrantee nor any of its principals are on the most recent list established by the Ohio Secretary of State, pursuant to Section 121.23 of the Ohio Revised Code, which would identify Subgrantee as having more than one unfair labor practice contempt of court finding.

4. Finding for Recovery. Subgrantee certifies that neither Subgrantee nor any of its principals subject to a finding for recovery under Ohio Revised Code Section 9.24 or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the Department.

B. If, at any time, the Subgrantee is not in compliance with the conditions certified and affirmed in Article 9, Section B, Department may immediately suspend or terminate this Subgrant Agreement and deliver written notice to Subgrantee. Subgrantee will be entitled to compensation, upon submission of a proper invoice per Article 7 only for work performed during the time the Subgrantee was in compliance with the provisions of this Article 9, Section B. Any funds paid by the Department for work performed during a period when the Subgrantee was not in compliance with Article 9, Section B shall be immediately repaid to the Department or an action for recovery may be commenced by the Department for recovery of said funds.

1. ADA. Subgrantee, its officers, employees, members, and subcontractors hereby certify current and ongoing compliance with the statutes and regulations pertaining to The Americans With Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

2. Civil Rights. Sub-Grantee agree as a condition of this contract, there shall be no discrimination against any applicant, client or any employee because of race, color, sex, religion, national origin, disability, age, handicap, or Vietnam-era veteran status. It is further agreed that the Sub-Grantee 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 contract.

3. Equal Employment Opportunity. The Subgrantee agrees that as a condition of this contract; there shall be no discrimination against any employee or applicant for employment because of race, color, sex, religion, national origin, disability, age, ancestry, or Vietnam-era status. The Subgrantee will ensure that applicants are hired, and that employees are treated during employment without regard to their race, color, sex, religion, national origin, disability, age, ancestry, or Vietnam-era status. The Subgrantee agrees to post notices, in places available to employees and applicants for employment, that the party complies with all applicable Federal and state non-discrimination laws. The Sub-Grantee further agrees that it shall include this equal employment opportunity policy and procedures in any subcontracts it executes pursuant to this Agreement.

4. Drug Free Workplace. The parties hereto agree to comply with all applicable federal and state laws regarding a drug-free workplace. The parties further agree that they will make a good faith effort to ensure that all employees of a government or private entity performing duties or responsibilities under this agreement shall not use illegal drugs or abuse alcohol or prescription drugs in any way.

5. Pro-Children Act. In the event that the Subgrant Agreement activities call for services to minors, the Subgrantee shall comply with the Pro-Children Act of 1994: Public Law 1-3-277, Part C Environment Tobacco Smoke which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care, library services and education to children under the age of 18.

6. CONFLICT OF INTEREST. The Sub-Grantee agrees that at the time of entering into this contract, it has no interest in nor shall it acquire any interest, direct, or indirect, in any contract, which will impede its ability to perform the services under this contract. The Sub-Grantee further agrees that there is no financial interest on the part of any Department employees involved in the development of the specifications or the negotiation of this contract. The Sub-Grantee has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when a Department employee or agent will gain financially or receive personal favors as a result of the signing or implementation of this contract. The Sub-Grantee will immediately report the discovery of any potential conflict of interest to the Department. Should a conflict of interest be discovered during the term of this contract, the Department may exercise any right under the contract including termination of the agreement.

7. Lobbying Restrictions.

a. Federal. Subgrantee certifies that no federal funds paid to Subgrantee by Department through this or any other Agreement have been or will be used to lobby Congress or any federal agency in connection with a particular contract, subgrant, cooperative agreement or loan. Subgrantee further certifies compliance with the lobbying restrictions contained in Section 1342, Title 31 of the U.S. Code, Section 319 of Public Law 1101-121 and the federal regulations at 29 CFR Part 93 and 45 CFR Part 93. If the Subgrant Agreement exceeds \$100,000 it certifies that it has executed and filed the Disclosure of Lobbying Activities standard form LL, if required by federal regulations.

b. State. Subgrantee certifies compliance with the state executive agency lobbying restrictions contained in sections 121.60 to 121.69 of the Ohio Revised Code.

8. Child Support Enforcement. The Subgrantee hereto agree that it will cooperate with the Ohio Department of Job and Family Services in ensuring that Subgrantee and its employees meet child support obligations established by state and federal law, including present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.

ARTICLE 10. SUBCONTRACTING. When deemed necessary to deliver services of the quantity and quality specified in this contract, the Sub-Grantee may sub-contract pursuant to the following conditions. All such subcontracts shall be substantively in the same format as this contract, but shall incorporate without alteration the provisions of Article 9- Certification of Compliance as stated in this contract, and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Sub-Grantee of its liability under this contract. Sub-Grantee is responsible for making direct payment for such services to the subcontractor. The Sub-Grantee is also responsible for monitoring the activities of subcontractors providing services funded, in whole or in part, with TANF Demonstration-Appalachia Works funds.

ARTICLE 11. INDEPENDENT CONTRACTORS. Sub-Grantees, agents, and employees of the Sub-Grantee will act in performance of the contract in an independent capacity, and not as officers, employees or agents of the State of Ohio, the Department, or Vinton County.

ARTICLE 12. FINANCIAL RECORDS. Consistent with the provisions of OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments; A Circular A-87, >Cost Principles for Local and Tribal Governments; and OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations, issued by the U.S. Office of Management and Budget, the Sub-Grantee shall maintain accounting records and practices which document all direct and indirect costs expended in the performance of this contract. Any costs disallowed by Circular A-87 will be disallowed by the Department as a claim by the Sub-Grantee. Revenues and expenditures relating shall be treated consistently with the basis of accounting the Sub-Grantee has adopted for accounting for its financial operations.

ARTICLE 13. COOPERATION WITH OHIO UNIVERSITY. The Department has retained the services of the Ohio University –Voinovich Center (ILGARD) to assist in the administration of the grant received by the Department from the Ohio Department of Job and Family Services. The Subgrantee agrees to cooperate with Ohio University as it performs its tasks, including conducting on-site interviews with Subgrantee staff and clients participating in the project.

ARTICLE 14. AVAILABILITY AND RETENTION OF RECORDS

General. Sub-Grantee, and its subcontractors, shall maintain and preserve all financial and service delivery records, and make available to individuals, agencies, and organizations access or copies, in accordance with the provisions of Chapter 149 of the Ohio Revised Code. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized Federal, State, and Department employees and agents.

Safeguarding of Client Confidentiality. Consistent with the provisions of Chapter 149, Ohio Revised Code, Sub-Grantee agrees that the use or disclosure by any party of any personally identifiable information concerning eligible individuals for any purpose not directly related to the administration of the contract or Sub-Grantee's responsibilities with respect to delivered services is prohibited, except upon the written consent of the eligible individual or his/her responsible parent or guardian. The Sub-Grantee will execute a confidentiality agreement (attached as Exhibit E) with any third party, including Ohio University, involved in the project. The Department and the Sub-Grantee agree, subject to federal and state confidentiality regulations, to share with each other and with any subcontractors, including Ohio University, or other parties providing services under this contract the results and performance outcomes achieved through contract activities.

Records Retention. Sub-Grantee shall maintain and preserve all financial and service delivery records related to this contract, including any other documentation used in the administration of this contract, in its possession for a period of three years from the date of termination of the contract, and will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by the Department. If any litigation, claim, audit, or other action involving the records has been started before the three year period ends following the termination of the Agreement, the Sub-Grantee shall retain the records until completion of the action and all issues which arise from it.

ARTICLE 15. AUDITS OF SUB-GRANTEE. Sub-Grantee agrees, if required by the Department on the basis of evidence of misuse or improper accounting of funds, to immediately have conducted an independent, agreed-upon procedures audit of expenditures made under this contract and make a copy of the audit report immediately available to the Department.

ARTICLE 16. RESPONSIBILITY FOR AUDIT EXCEPTIONS. Sub-Grantee agrees to accept responsibility for receiving, replying to and or complying with any audit exception contained in an audit report issued by Federal, State, or Independent auditors related to the provisions of this contract. A copy of any reply by the Sub-Grantee to an audit exception shall be immediately forwarded to the Department. In addition, the Sub-Grantee agrees:

- A) To pay to Department the full amount of the payment received on behalf of individuals and families not eligible for services as described in prior articles of this contract.
- B) To pay the Department the full amount of reimbursement received for services not covered by the Sub-Grantee's contract.
- C) To pay the Department the full amount of reimbursements received for duplicate billings, erroneous billings, deceptive claims or falsification.

ARTICLE 17. EQUIPMENT. The Department and Sub-Grantee agree that any equipment, with a value not exceeding one thousand dollars (\$1000), purchased through this contract will become the property of the Sub-Grantee at the end of this contract. The Sub-Grantee agrees that during the useful life of the equipment it will be considered available for use by the Sub-Grantee in any funding requests to the Department. Any equipment purchased, with a value exceeding one thousand dollars (\$1000) shall become the property of the Department and may, at its sole discretion, be allowed to remain in the possession of the Sub-Grantee for a period to be fixed by the Department.

ARTICLE 18. PUBLICITY. In any publicity release or other public references, including media releases, information pamphlets, and similar materials on the services provided under this contract, it will be clearly stated that the services are funded by the TANF program supervised by the Ohio Department of Jobs and Family Services and administered by the Vinton County Department of Job and Family Services.

ARTICLE 19. INDEMNITY AND INSURANCE.

Indemnity. To the extent allowable by law, the Sub-Grantee agrees it will at all times during the existence of this contract indemnify and save harmless the Department, Vinton County and the Ohio Department of Job and Family Services against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

Insurance. Sub-Grantee agrees to contract for such insurance, as is reasonable necessary to adequately secure the persons and estates of program participants against reasonable foreseeable torts, which would cause injury or death.

ARTICLE 20. SEVERABILITY. If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable the remainder of this contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 21. AMENDMENT. This contract may be amended at any time by written amendment signed by both parties in the manner required by law.

ARTICLE 22. TERMINATION. This contract may be terminated by either party upon thirty (30) calendar days written notice to the other party. Failure to honor the terms of this contract and/or related state, federal, and local regulations will result in the immediate termination of this contract.

This Agreement shall constitute the entire agreement between the Department and Sub-Grantee, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

SIGNATURE PAGE

FOR DEPARTMENT

<u>Jody Walker /s/</u>	<u>6/26/06</u>	
Jody Walker, Director, VCDJFS		Date
<u>James Harper /s/</u>	<u>6/26/06</u>	
Vinton County Commissioner		Date
<u>Michael M. Bledsoe /s/</u>	<u>6/26/06</u>	
Vinton County Commissioner		Date
<u>Vinton County Commissioner</u>		Date
APPROVED AS TO FORM: <u>Timothy Gleeson /s/</u>	<u>7/2/06</u>	
Vinton County Prosecutor		

FOR SUB-GRANTEE

<u>Dwayne Pielech /s/</u>	<u>7-20-06</u>	
Belmont Director CDJFS		Date
<u>Mark A. Thomas /s/</u>	<u>8-2-06</u>	
Belmont County Commissioner		Date
<u>Charles R. Probst, Jr. /s/</u>	<u>8-2-06</u>	
Belmont County Commissioner		Date
<u>Gordie W. Longshaw /s/</u>	<u>8-2-06</u>	
Belmont County Commissioner		Date
APPROVED AS TO FORM: <u>Chris Berhalter /s/</u>	<u>7-26-06</u>	
Belmont County Prosecutor		

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING
PAY INCREASE FOR DAVE MYERS,
HOUSEKEEPING DEPARTMENT/BUILDINGS & GROUNDS**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve an increase in pay for Dave Myers, Housekeeping Department, from \$11.31 to \$12.50 per hour, effective with pay period ending August 5, 2006, based upon the recommendation of Jack Regis, Facility Manager for Belmont County Buildings & Grounds.

Note: This is compensation for additional duties assumed by Mr. Myers. Additional duties will be, but not limited to, coordinating all cleaning activities, work a liaison between Facility Manager and the back-shift employees, ordering and stocking of all cleaning supplies.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AGREEMENT WITH COMCAST
TO RENEW INTERNET SERVICE/ENGINEER**

Motion made by Mr. Thomas, seconded by Mr. Probst to sign and approve a Workplace Service Order Agreement with Comcast to renew internet service for the Belmont County Engineer's and the Belmont County Commissioner's Office, in the amount of \$79.95 per month.

Upon roll call the vote was as follows:

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

11:00 A.M. Agenda Item-Doc Householder, Quarterly Tourism Council Report

**IN THE MATTER OF QUARTERLY TOURISM REPORT
FOR APRIL, MAY AND JUNE 2006**

Eugene "Doc" Householder, Executive Director of the Belmont County Tourism Council reported they have had a very busy summer. Some of the events held and/or scheduled that they are participating in include: 25 Mile Yard Sale; National Wagon Train, 200 Year Celebration of the National Road; Jamboree In The Hills; Rubberneck Tour into the Bethesda area; and managing the Carnes Center, as there are now 28 scheduled events there this year.

BREAK UNTIL 11:15 A.M.

11:15 A.M. Agenda Item:

Present was Rusty Vermillion, Director of the Belmont County Health Dept., who accepted the resolution Designating August As Breastfeeding Awareness Month from the Commissioners. He also reminded the board of the Pandemic Flu Epidemic forum set for August 22, 2006 at 8:30 a.m.

**IN THE MATTER OF RESOLUTION DESIGNATING
AUGUST AS BREASTFEEDING AWARENESS MONTH**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adopt the resolution designating August as Breastfeeding Awareness Month.

RESOLUTION

WHEREAS, the residents of Belmont County are deserving of good health throughout their lives; and
WHEREAS, the health benefits of breastfeeding, including the reduced risk of obesity, for mothers, infants and society are strongest when exclusive breastfeeding for six months is practiced; and,
WHEREAS, mothers and babies need the support of those around them including their communities to encourage exclusive breastfeeding for six months and continued breastfeeding for one year and beyond if mutually desired as recommended by the American Academy of Pediatrics; and
WHEREAS, the Ohiobreastfeeds statewide breastfeeding coalition and local breastfeeding coalitions create a circle of caring around the breastfeeding family; and,
WHEREAS, The Board of Belmont County Commissioners joins the United States Breastfeeding Committee and the medical community in the belief that many more mothers will elect to breastfeed exclusively for six months with enough societal support to sustain her decision,
NOW, THEREFORE, BE IT RESOLVED, The Board of Belmont County Commissioners does hereby designate

BREASTFEEDING AWARENESS MONTH

August 1-31, 2006

throughout Belmont County, and urge all residents to join me in supporting the activities of breastfeeding coalitions in their communities as a high priority for healthier babies and children in our state.

Adopted this 2nd day of August, 2006

Upon roll call the vote was as follows:

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

BREAK 11:25 A.M. UNTIL 11:30 A.M.

11:30 A.M. Agenda Item-Executive Session

**IN THE MATTER OF ENTERING EXECUTIVE
SESSION AT 11:30 A.M. WITH EVA LUNDER, DIRECTOR
AND JASON STANFORD, ASSISTANT DIRECTOR/BELMONT
CO. DEPARTMENT OF DEVELOPMENT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into executive session with Eva Lunder, Director, Belmont County Department of Development, pursuant to Ohio Revised Code 121.22(G)(2) Property Exception.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE
SESSION AT 12:07 P.M. WITH EVA LUNDER, DIRECTOR
AND JASON STANFORD, ASSISTANT DIRECTOR/BELMONT
CO. DEPARTMENT OF DEVELOPMENT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adjourn executive session at 12:07 p.m. with Eva Lunder, Director, Belmont County Department of Development, pursuant to Ohio Revised Code 121.22(G)(2) Property Exception.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION:

No action taken.

**12:30 P.M. Agenda Item-Executive Session
IN THE MATTER OF ENTERING EXECUTIVE
SESSION AT 12:30 P.M. WITH MEMBERS OF THE PORT
AUTHORITY BOARD**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into executive session with members of the Port Authority Board, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider employment of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE
SESSION WITH MEMBERS OF THE PORT
AUTHORITY BOARD**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adjourn executive session with members of the Port Authority Board, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider employment of a public employee.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION:

**IN THE MATTER OF AUTHORIZING MEMBERS
OF PORT AUTHORITY BOARD TO OFFER EMPLOYMENT**

Motion made by Mr. Probst, seconded by Mr. Thomas, authorizing members of Port Authority Board to offer employment for Director and Assistant Director of Port Authority Board.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:57 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adjourn the meeting at 1:57 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 9th day of August, 2006.

_____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr., and Jayne Long, President and Assistant 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

_____ ASSISTANT CLERK