

St. Clairsville, Ohio

June 7, 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 May 31, 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-Albert L. Parkhurst, et al	Salary Officials/General Fund	5,025.00
Belmont Co. Dept. of Job & Family	June Mandated Share-Public Assistance/General Fund	29,267.17
Davison Electric Company	Electrical-Meditterreanean/General Fund	2,954.04
Elan Financial Services	Misc. Travel expenses/General Fund	2,842.39
GIS Services	Software support-GIS Projects/General Fund	549.00
Lucinda J. Maupin and John C. Burkett	Expenses for OSACVSO Spring School/General Fund	901.64
McGhee & Co.	Supplies-GIS Projects/General Fund	992.79
SBC Ameritech	Misc. service/General Fund	6,085.96
Treasurer of State	Services rendered-Auditor/General Fund	26,184.65
B-Belmont Co. Sanitary Sewer	Service-Dog Kennel/Dog and Kennel Fund	247.00
C-Christopher J. Gagin	Atty Fees-Estate-Probate Court/Indigent Guardianship Fund	526.50
E-Donald Nippert	Sublease Agreement/911 Fund	480.00
G-Belmont Co. Tourism Council	June Operating Expenses/Lodging Excise Tax Fund	20,000.00
M-ALLTEL	Wireless-CCAP-Juvenile Court/CCAP Fund	309.95
Therapeutic Network	Lance Hunter-April-Juvenile Court/Placement Services Fund	2,010.00
N-Allstate Construction Co.	Pay Request #3/Capital Project Reserve Fund	52,335.00
McArthur Lumber & Post	Logging/Road & Bridge Improvements	21,011.20
O-Ohio Dept. of Development	June Loan payment/Fox Commerce Park/St Loan Repayment Fund	3,313.30
P-American Electric Power	Services-S.S. Dist. #2 Revenue Fund	1,520.36
Belmont Equipment Sales	Honda Generator-EMA/State Homeland Security Grant	1,112.76
Hughes Supply, Inc.	Services/W&S Development Fund	1,028.80
St. Clair Lumber	Mock antenna supplies/LEPC/Special Emergency Planning Fund	65.41
Village of Bellaire Water	Service-Flood Relief/Satellite Building Fund	242.26
Yorkville Board of Trustees of Public Affairs	Sewage Disposal/S.S. Dist. #3B Deep Run	397.29
S-ALLTEL	Wireless-Ed Gorence/Comm Based Corrections Act Grant Fund	44.11
Belmont Senior Services	June Operating Expenses/In Home Care Levy-Comm on Aging Fund	136,280.16
Columbia Gas	Utilities-Oakview Juv. Residential Center Fund	6,182.92
MAXIMUS, INC.	Support services-Probate Court/Probate Court Computer Fund	2,400.00
T-Chase Bank	CDBG Funds/CDBG Fund	51,416.00
Y-WW#2 Capital Improve	Sanitary Sewer District Y-90 Fund	3,307.47

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 June 7, 2006 as follow:

FUND	AMOUNT
GENERAL	\$2,936.84; \$3,798.33; \$14,202.43
GENERAL/Attorney Fees	\$11,084.93
GENERAL/EMA	\$1,238.53
GENERAL/Sheriff	\$2,772.98
GENERAL/911	\$6,480.45
H-Job & Family/CSEA	\$25,369.82
Job & Family, Public Assistance	\$2,089.86; \$1,031.90; \$865.51
K-Engineer MVGT	\$24,461.06; \$2,902.45; \$17,524.69
M-Juvenile Court CCAP	\$1,370.31; \$579.30; \$3,591.85
Juvenile Court-Placement II	\$7,466.32
O-Sanitary Sewer District	\$3,364.95
P-Sanitary Sewer District	\$932.06; \$2,148.80; \$446.46; \$2,205.92; \$1,496.76; \$42.53; \$3,177.57; \$595.65
S-Clerk of Courts/Cert.of Title Adm. Fund	\$181.57
Clerk of Courts/Computer Fund	\$4,352.60
Northern Div. Court Gen. Special Proj.	\$385.54
Oakview Juvenile Residential Center	\$4,260.75
Ohio Valley Recycling	\$2,401.97; \$1,107.93
Sheriff/Commissary	\$4,126.61
T-Sanitary Sewer District/WSGDF	\$385.20; \$737.25; \$518.30

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSER OF FUNDS WITHIN THE BELMONT COUNTY GENERAL FUND

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer of funds within the Belmont County General Fund.

FROM	TO	AMOUNT
E-0051-A001-A28.000 Other Expenses	E-0051-A001-A08.000 Travel	\$ 2,500.00
E-0051-A001-A28.000 Other Expenses	E-0051-A001-A09.000 Advertising	\$ 1,500.00
E-0051-A001-A28.000 Other Expenses	E-0064-A002-A06.000 Transcripts	\$ 3,000.00
E-0055-A004-B05.000 Repairs,Maintnc	E-0055-A004-A31.000 Mediter Bldg	\$18,000.00

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 JUVENILE COURT /GENERAL FUND

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following transfer within fund for Juvenile Court/General Fund.

FROM	TO	AMOUNT
E-0082-A002-C22.000 Contract Repairs	E-0082-A002-C28.000 Advertising & Printing	\$ 600.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BELMONT COUNTY GENERAL FUND

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following transfer within fund for the Belmont County General Fund.

FROM	TO	AMOUNT
E-0257-A017-A00.000 Misc. Contingencies	E-0257-A015-A16.075 Adv Out	\$50,000.00

* For Cash Advance dated 5/31/06 for PHC-to be repaid within 30days.

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BELMONT COUNTY DJFS WIA AREA 16 FUND H08

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following transfer within fund for the Belmont County DJFS WIA Area 16 Fund.

FROM	TO	AMOUNT
E-2610-H008-H01.000 Belmont Co DJFS Wia	E-2610-H008-H03.000 Harrison Co.	\$15,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS/ BELMONT COUNTY JUVENILE COURT

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfer between funds from the CCAP Juvenile Court Fund and the Intake Coordinator-Juvenile Court Fund.

FROM	TO	AMOUNT
CCAP JUVENILE COURT	INTAKE COORDINATOR-JUV COURT	
E-0400-M055-M18.000 Intake/Diversion	R-0400-M062-M02.500 Other Receipts	\$ 761.17

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE SPECIAL EMERGENCY PLANNING FUND-LEPC

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfers within fund for the Special Emergency Planning Fund-LEPC.

FROM	TO	AMOUNT
E-1720-P090-P03.000 Other Expenses	E-1720-P090-P09.004 Workers' Compensation	\$ 83.27

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 OHIO VALLEY RECYCLING FUND

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfer within fund for the Ohio Valley Recycling Fund.

FROM	TO	AMOUNT
E-0820-S039-V05.011 Contract Services	E-0820-S039-V02.002 Salaries	\$ 1,200.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN THE
PROSECUTORS VICTIM ASSISTANCE PROGRAM FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfer within the Prosecutors Victim Assistance Program Fund.

FROM	TO	AMOUNT
E-1511-W080-P09.000 Personnel (SVAA)	E-1511-W080-P01.002 Salaries (VOCA)	\$ 2,840.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S
SHARE PERS/HOLDING ACCOUNT CHARGEBACK FOR MAY 2006**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of May 2006.

General fund	FROM	TO	TOTAL DUE
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	3,874.88
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	706.20
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	299.78
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,933.26
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,488.01
CO. CT. PROBATION	E-0041-A002-H03.003	R-9895-Y095-Y01.500	313.54
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	4,775.36
COMM-LAW LIBRARY	E-0053-A013-A02.003	R-9895-Y095-Y01.500	320.12
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,029.36
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	4,687.40
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	4,556.07
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	2,855.56
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,551.72
DRUG COURT WORKS PROG	E-0064-A002-B51.003	R-9895-Y095-Y01.500	400.46
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,135.72
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,793.02
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,137.05
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	5,004.88
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	2,749.36
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	4,668.67
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,619.36
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	768.84
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	1,542.47
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,550.32
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,303.11
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	61.65
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	406.80
			64,532.97
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	709.94
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,028.82
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	591.78
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	271.42
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	233.15
Women's Health	E-2217-F079-F01.002	R-9895-Y095-Y01.500	388.61
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,299.56
PARK HEALTH CENTER	E-2150-H030-H08.003	R-9895-Y095-Y01.500	28,670.14
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,605.30
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	2,986.39
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	11,986.04
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,333.55
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,246.82
Care and Custody-Restitution	E-0400-M060-M61.003	R-9895-Y095-Y01.500	276.41
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	630.90
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	35.32
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	634.45
Supreme Court-Drug Court	E-0400-M077-M02.008	R-9895-Y095-Y01.500	295.08
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	787.40
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	110.38
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	4,163.31
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	6,864.27

Ohio Valley Recycling	E-0820-S039-V10.003	R-9895-Y095-Y01.500	857.32
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,505.23
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	30,477.74
Mediation Grant-Comm Pleas	E-1573-S074-S02.003	R-9895-Y095-Y01.500	753.04
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	483.56
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	172.62
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,733.10
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	112.88
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	112.88
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	129.32
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	253.45
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,226.45
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	180.52
Welcome Home	E-2226-T079-T01.002	R-9895-Y095-Y01.500	323.75
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	570.88
DRETAC-PROSECUTOR	E-1510-W081-05.003	R-9895-Y095-Y01.500	422.60
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
WATER/SEWER DEPT	E-9890-Y090-Y12.003	R-9895-Y095-Y01.500	10,039.38
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	56,034.47
BEL CO FLOOD DISATER	E-2530-H004-H02.003	R-9895-Y095-Y01.500	13,695.97
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	5,284.28

264,051.45

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR BELMONT COUNTY B000 DOG AND KENNEL FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following Additional Appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of January 4, 2006.

B000 DOG AND KENNEL FUND

E-1611-B000-B01.002	Auditor's Clerk Hire & Supply	\$ 3,500.00
E-1600-B000-B02.002	Salaries, Employees	\$35,000.00
E-1600-B000-B03.010	Supplies	\$ 5,300.00
E-1600-B000-B06.000	Claims & Witness Fees	\$ 200.00
E-1600-B100-B07.000	Veterinary Services	\$20,000.00
E-1600-B000-B08.003	P.E.R.S.	\$ 4,795.00
E-1600-B000-B09.004	Workers Comp	\$ 700.00
E-1600-B000-B10.005	Medicare	\$ 500.00
E-1600-B000-B13.006	Hospitalization	\$10,000.00
E-1600-B000-B11.000	Other Expenses	\$10,000.00
	TOTAL	\$ 89,995.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Thomas to execute payment of Then and Now Certification dated May 31, 2006, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

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

BELMONT CO. DJFS – Various employees to various trainings and meetings in 2006. Estimated expenses: \$6,223.89.

AUDITOR'S OFFICE – Donald Harr to Mansfield, OH, on June 13, 2006, to attend Ohio Weights & Measures Association Quarterly Meeting. Estimated expenses: \$200.00.

COMMISSIONERS – Mark Thomas, Jayne Long & Cindi Henry to Akron, OH, on June 11-13, 2006, to attend the CCAO Summer Conference. Estimated expenses: \$560.00 per person.

JUVENILE COURT – Several court employees to Marion, OH, on June 28-30, 2006, to attend juvenile probation training. No cost for conference as it is sponsored by the Department of Youth Services.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM - None

IN THE MATTER OF APPROVING REQUEST FOR MILEAGE REIMBURSEMENT FOR FAIR HOUSING DIRECTOR

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the request of Roberta Jenkins, Fair Housing Director, for mileage reimbursement for fair housing presentations and seminars during the period of August 2005 thru July 2006, in the amount of \$74.76.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING CONTRACT AMENDMENT WITH AUTOMATION PLUS ON BEHALF OF BCDJFS

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into Contract Amendment with Automation Plus, on behalf of Belmont County Department of Job and Family Services, in the amount of \$8,125.00 for an additional computer class for eligible Ohio Works First (OWF) participants.

Note: The contract amendment increases the amount of the current contract with Automation Plus for Computer Classes by \$325.00 and is needed to pay for an additional class that was necessary due to a scheduling change.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services
Automation Plus Computer Class Contract
Contract Amendment
5-10-06**

Changes are in bold and italicized. Changes are effective upon execution of all signatures.

VI. AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of TANF Funds (*CFDA #93.558*). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$8,125.00**

ACTIVITY	TOTAL COST
Computer Class Instruction	\$8,125.00
TOTAL COST:	\$8,125.00
MAXIMUM TANF (<i>CFDA #93.558</i>)	\$8,125.00
AUTHORIZED REIMBURSEMENT AMOUNT:	\$8,125.00
TOTAL CONTRACT AMOUNT:	\$8,125.00

XXXVIII SIGNATURES

<u>Dwayne D. Pielech /s/</u>	5-18-06
Dwayne D. Pielech, Director Belmont Co. Dept. of Job and Family Services	Date
<u>Mark A. Thomas /s/</u>	6/7/06
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr., /s/</u>	6/7/06
Belmont County Commissioner	Date
<u>James D. Sacco /s/</u>	5/30/06
Jim Sacco Automation Plus	Date
<u>Chris Berhalter /s/</u>	5-25-06
Approved as to form: Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING CONTRACT WITH AUTOMATION PLUS ON BEHALF OF BCDJFS

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into contract with Automation Plus, on behalf of Belmont County Department of Job & Family Services, in an amount not to exceed \$7,800.00, effective July 1, 2006 through June 30, 2007 for provision of Basic Computer Classes for OWF participants.

Note: This contract is for the purchase of services for the Basic Computer Class Program to be provided by Jim Sacco, Automation Plus. The classes are for Ohio Works First (OWF) participants who have been assigned to the Connections Employment Program by their case managers. Belmont County residents who are on OWF, whose OWF benefits have expired due to time limits, or PRC eligible people referred by CDJFS. The classes are to give them basic computer skills to make them more employable and help them with their job search.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services**

Whereas, this contract, entered into on this **1st** day of **July, 2006**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Automation Plus (hereinafter "Contractor"), is for the purchase of the performance of the following services: Basic Computer Classes for OWF (TANF) customers assigned to the Connections Employment Program in accordance with the Ohio Revised Code, the rules of the Ohio Department of Job and Family Services and the Belmont County PRC plan. The program is funded with TANF Funds (*CFDA #93.558*).

I PURPOSE

The purpose of this contract is to provide Basic Computer Classes. The program will provide services to participants who are on public assistance (OWF) by making them familiar with the use of a computer to make them more employable and to help them with their job search efforts.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075

Contractor: Jim Sacco, Owner
Automation Plus
510 Elm Street
Martins Ferry, OH 43935

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2006. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is June 30, 2007. The contract may be extended for one year based on the satisfactory performance of services by the Contractor.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Participants

Belmont County residents who are on Ohio Works First (OWF) or have lost eligibility for OWF as a result of time limits on their benefits. Also, any PRC eligible participants referred by BCDJFS.

Ohio Works First

The state of Ohio program that implements the Federal Temporary Assistance to Needy Families (TANF) program

Prevention, Retention and Contingency (PRC)

Prevention, Retention and Contingency (PRC) includes services and requirements outlined in the Belmont County Department of Job and Family Services' PRC Plan.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. Contractor shall provide the following services for eligible Belmont County OWF or PRC participants Basic Computer Classes which will include teaching computer terms and general movement around a computer; introduction to Windows; maintenance, software and introduction to word processing and introduction to the internet. The complete lesson plan is attached to this contract.
2. Contractor shall provide services to only eligible families or others who are referred by BCDJFS.
3. Contractor shall employ the necessary staff to operate the program.
4. Contractor shall meet all service requirements of this contract.
5. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
6. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
7. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser will refer eligible participants to the Contractor.
2. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
3. Purchaser will pay all costs related to providing the Basic and Intermediate Computer Classes, consistent with the provisions of Article VIII.
4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide services through the Basic Computer Classes to eligible Belmont County families or others who have been referred to the program by BCDJFS. The services are designed to help participants on OWF and PRC to obtain basic computer skills which may make them more employable and help them with job search activities.

1. **Contractor shall provide the following services for eligible Belmont County participants: Basic Computer Classes which will include teaching computer terms and general movement around a computer; introduction to Windows; maintenance, software and introduction to word processing and introduction to the internet. The complete lesson plan is attached to this contract.**

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

Service-delivery measures

1. **The Basic Computer Classes will serve all eligible participants referred by the Belmont County Department of Job and Family Services.**

Output-effectiveness measures

1. **Sixty percent of participants will successfully complete the program.**

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser the Fiscal Performance Report (Or another suitable fiscal report) incorporated into this agreement as Exhibit 1. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Contractor will complete and provide to Purchaser the Service Delivery Performance Report incorporated into this agreement as Exhibit 2. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Contractor will complete and provide to Purchaser the Output Effectiveness Performance Report incorporated into this agreement as Exhibit 2. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Upon mutual agreement between the Purchaser and the Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those in Exhibit 1 and 2 as long as the correct, required information is provided. Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off- and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of TANF Funds (CFDA #93.558). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$7,800.00**.

All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by Contractor. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for eligible participants in the Basic Computer Class Program. Detailed budget is attached.

ACTIVITY	TOTAL COST
Computer Class Instruction	\$7,800.00
TOTAL COST:	\$7,800.00
MAXIMUM TANF (CFDA #93.558) AUTHORIZED REIMBURSEMENT AMOUNT:	\$7,800.00
TOTAL CONTRACT AMOUNT:	\$7,800.00

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract.

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

XII WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract, and keep in full effect, Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement, and at Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract.

Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement.

Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain

financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications?

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser and / or the Belmont County Board of Commissioners.

XX ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser.

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents and the Belmont County Board of County Commissioners against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees and the Belmont County Board of Commissioners.

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its 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.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws.

Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

XXXVIII SIGNATURES

Dwayne D. Pielech /s/	5-18-06
Dwayne D. Pielech, Director Belmont County Department of Job and Family Services	Date
Mark A. Thomas /s/	6/7/06
Belmont County Commissioner	Date
Charles R. Probst, Jr. /s/	6/7/06
Belmont County Commissioner	Date
.. Belmont County Commissioner	Date
Jim D. Sacco /s/	5/30/06
Jim Sacco Automation Plus	Date
Chris Berhalter /s/	Date
Approved as to form: Belmont County Prosecutor	Date 5-25-06

Upon roll call the vote was as follows:

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

IN THE MATTER OF AMENDMENT TO VENDOR AGREEMENT WITH BELMONT CARSON PETROLEUM ON BEHALF OF BCDFJS

Motion made by Mr. Thomas, seconded by Mr. Longshaw to sign and approve Amendment to Vendor Agreement with Belmont Carson Petroleum, on behalf of Belmont County Department of Job & Family Services, to increase the maximum amount of the agreement from \$3,000.00 to \$7,000.00 due to increases in the cost of fuel and service usage, effective upon signing by all parties.

Note: Term of the Agreement is July 1, 2005 through June 30, 2006 and maximum is about to be exceeded.

AMENDMENT TO VENDOR AGREEMENT

The parties agree to increase the maximum amount of the agreement from \$3,000.00 to \$7,000.00 due to increases in the cost of fuel and service usage.

All other terms of the agreement remain unchanged.

This amendment takes effect upon signature of all parties.

<u>Dwayne Pielech /s/</u>	<u>5-31-06</u>
Dwayne Pielech, Director	Date
<u>K.T. Duff (?) /s/</u>	<u>5-31-06</u>
Authorized Vendor (Belmont Carson Petroleum)	Date
<u>Mark A. Thomas /s/</u>	<u>6/7/06</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>6/7/06</u>
Belmont County Commissioner	Date
<u>Chris Berhalter /s/</u>	<u>6-2-06</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING RENEWAL OF IV-D SERVICE CONTRACT WITH EAST OHIO REGIONAL HOSPITAL ON BEHALF OF BCDJFS

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the renewal of the IV-D Service Contract with East Ohio Regional Hospital, on behalf of the Belmont County Department of Job and Family Services, in the amount of \$6,500.00, effective May 1, 2006 through April 30, 2007.

Note: The contract amount is the same as last year - a maximum total of \$6,500.00

\$ 5,850.00 90% Federal funds
\$ 650.00 10% Local funds

This contract is a renewal of an agreement that will allow for the collection of blood and saliva samples that are used in DNA testing to determine the paternity of children who are born out of wedlock.

Upon roll call the vote was as follows:

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

IN THE MATTER OF CONTRACT CHANGE ORDER #3 FOR BBR DRILLING ON PROJECT 05-9 SLIP REPAIR-CO. HIGHWAY 18 (LANSING-CHEERMONT RD)/ENGINEER

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve and sign Contract Change Order #3 for BBR Drilling Company, on behalf of Belmont County Engineer, in the amount of \$6,285.00 for Project 05-9 Slip Repair Project-County Highway 18 (Lansing-Cheermont Rd.)

Note: This Change Order is due to an error in Change Order #1-the additional quantity of 1335 lineal feet for HP 14X89 steel piling, furnished, drilled and encased in concrete should have been 1395 LF, a 60 LF difference.

Project Funding thru FEMA, OEMA(87.5%) and MVGT(12.5%)

**CHANGE ORDER NO. #3
 SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS
 PROJECT 05 – 9 SLIP REPAIR PROJECT COUNTY HIGHWAY 18
(Lansing-Cheermont Road)**

Auditor's Office, Belmont County, Ohio

THIS AGREEMENT made and entered into this 7th day of June , 20 06 between BBR DRILLING COMPANY and Charles Probst, Jr., Mark Thomas and Gordie Longshaw, Commissioners of Belmont County, WITNESSETH that said BBR DRILLING COMPANY hereby agrees to furnish all material and do all work requisite necessary for 05-9 SLIP REPAIR PROJECT CR 18 (Lansing-Cheermont Road) Project, located at COUNTY ROAD 18 , in accordance with plans and specifications.

All work, materials and equipment shall meet said specifications.

**CHANGE ORDER
 * ADDITIONAL QUANTITIES ***

ITEM NO.	APPROX. QUAN.	ITEM	UNIT PRICE	TOTAL AMOUNT
	60 LF	HP 14 X 89 STEEL PILING, FURNISHED, DRILLED, ENCASED IN CONCRETE	\$104.75	\$6,285.00
		TOTAL ADDITIONS		\$6,285.00

Reason for contract – All quantities based on final field measurement. Due to an error in Change Order #1, the additional quantity of 1335 LF should have been 1395 LF, a 60 LF difference.

SUMMARY

ORIGINAL CONTRACT		\$299,925.12
ADDITIONS – CHANGE ORDER #1		\$139,841.25
ADDITIONS – CHANGE ORDER #2		\$11,191.50
ADDITIONS – CHANGE ORDER #3		\$6,285.00
DEDUCTIONS		\$0.00
NET CHANGE		+ \$157,317.50

TOTAL WORK PERFORMED		\$457,242.87
TOTAL AMOUNT OF SUPPLEMENTAL CONTRACT PERFORMED		\$6,285.00

BELMONT COUNTY COMMISSIONERS
Mark A. Thomas /s/
Charles R. Probst, Jr. /s/

BBR DRILLING COMPANY
 NAME: BBR Drilling Company
 BY: Paul C. Balcar
 TITLE: Owner

**IN THE MATTER OF ACCEPTING PUBLIC ROAD
 PETITION FOR THE VACATION OF A PORTION OF COUNTY ROAD 78
 (NATIONAL-OCO ROAD/RD. IMP. 1095**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to accept the following Public Road Petition submitted by freeholders of said county residing in the vicinity of the proposed improvement, "the temporary closing of a portion of County Road 78 (National-Oco Road)", and hereby authorize the Assistant 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 1095 in accordance with Ohio Revised Code Section 5553.04.

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

St. Clairsville, Ohio

May 15, 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 temporary closing of a portion of County Road 78 (National-Oco Road) a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for temporary closing 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 40 feet south of the centerline intersection of County Road 78 (National-Oco Road) and Township Road 334 (Lodge Hill Road) in Union Township Section 5 Township 8 Range 5. Thence from the point of beginning southwesterly 7780 feet more or less to the terminus point 20 feet easterly of the westerly intersection with Union Township Road 264 (Lude Road).

The proposed improvement would be substantially on the alignment that now exists, or on an alignment that is satisfactory to the County Engineer of Belmont County, Ohio.

In order to allow sufficient time to effect such reconstruction improvements due to the mining operations, it is hereby petitioned that the existing portion of the road above described be temporarily closed for a period of 30 months from date of disturbance thereof to complete mining operations and reconstruction improvements

OhioAmerican Energy, Inc., the petitioner, herein states it is the owner of surface or right to mine and underlying and adjacent to said road and that OhioAmerican Energy, Inc. shall enter into an agreement and will bear all costs and expenses connected with the reconstruction improvements and furnish bond in a manner and amount satisfactory to the Board of County Commissioners of Belmont County, Ohio.

OhioAmerican Energy, Inc.
 By: D. Michael Jamison /s/

C. Michael Jamison, President

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE TEMPORARY
 CLOSING OF A PORTION OF CO. RD. 78
 KNOWN AS NATIONAL-OCO ROAD
 SECTION 5, T-8, R-5/RD IMP 1095**

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. 1095**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 7th day of June 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 Temporarily close a portion of County Road 78 (National-Oco Road), Union Township, Section 5, T-8, R-5, a Public Road as described therein; therefore be it

RESOLVED, That the 21st day of June, 2006 at 1:30 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 28th day of June 2006, at 6:30 o'clock P.M. be fixed as the date for a final hearing thereof, which hearing will be at the Kirkwood Masonic Lodge, in Hendrysburg, Ohio; 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 the 7th day of June 7, 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. # 1095

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the temporary closing of a portion of County Road 78 (National-Oco Road), a public road, the general route and termini of which Road are as follows:

Beginning at a point 40 feet south of the centerline intersection of County Road 78 (National-Oco Road) and Township Road 334 (Lodge Hill Road) in Union Township Section 5 Township 8 Range 5. Thence from the point of beginning southwesterly 7780 feet more or less to the terminus point 20 feet easterly of the westerly intersection with Union Township Road 264 (Lude Road).

Said Board of County Commissioners has fixed the 21st day of June 2006, at 1:30 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 28th day of June 2006, at 6:30 o'clock P.M., at the Kirkwood Masonic Lodge, in Hendrysburg, 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

IN THE MATTER OF | **[Belmont Co. Commissioners**
STONE RIDGE EST 1ST ADDITION | **[Courthouse**
UNION TOWNSHIP SEC 7, T-8, R-5 | **[St. Clairsville, Ohio 43950**
_____ | **[Date June 7, 2006**

Motion made by Mr. Probst, seconded by Mr. Longshaw to authorize the Assistant Clerk of the Board to establish a date and time for the following Subdivision Hearing, pursuant to the Ohio Revised Code Section 711.05, and proceed with the required notifications.

- Stone Ridge Estate 1st Addition, Union Twp, Section 7,T-8, R-5

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
----***----

To: Suz Pubal, F.O., Union Township Trustees, 67050 Visnic Road, Belmont, OH 43718.

You are hereby notified that the 16th day of June, 2006, at 10:30 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/
Assistant Clerk of the Board

- Mail by certified return receipt requested
- cc: Union Township Trustees
-
- Upon roll call the vote was as follows:

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

IN THE MATTER OF CAMLIN CONDIMINIUMS | **[Belmont Co. Commissioners**
AT WEST RIDGE SUBDIVISION | **[Courthouse**
RICHLAND TOWNSHIP SEC 10, T-7, R-4 | **[St. Clairsville, Ohio 43950**
_____ | **[Date June 7, 2006**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to authorize the Assistant Clerk of the Board to establish a date and time for the following Subdivision Hearing, pursuant to the Ohio Revised Code Section 711.05, and proceed with the required notifications.

- Camlin Condominiums at West Ridge Subdivision, Richland Twp, Section 10, R7, T4

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
----***----

To: Cindi Henry, F.O., Richland Township Trustees, 118 Overbaugh Ave., St. Clairsville, OH 43950

You are hereby notified that the 16th day of June, 2006, at 10:40 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/
Assistant Clerk of the Board

- Mail by certified return receipt requested
- cc: Richland Township Trustees
-
- Upon roll call the vote was as follows:

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

IN THE MATTER OF DEDICATION PLAT FOR] [Belmont Co. Commissioners
PUBLIC ROADS-SCOTCH PINE DRIVE &] [Courthouse
BETTY LEE WAY, RICHLAND TOWNSHIP] [St. Clairsville, Ohio 43950
SEC 27, T6, R3] [Date June 7, 2006

Motion made by Mr. Probst, seconded by Mr. Longshaw to authorize the Assistant Clerk of the Board to establish a date and time for the following Subdivision Hearing, pursuant to the Ohio Revised Code Section 711.05, and proceed with the required notifications.

- Dedication Plat for Public Roads-Scotch Pine Dr & Betty Lee Way, Richland Twp, Sec. 27, T6, R-3

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
 ----***----

To: Cindi Henry, F.O., Richland Township Trustees, 118 Overbaugh Ave., St. Clairsville, OH 43950

You are hereby notified that the 16th day of June, 2006, at 10:50 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.
 By order of the Belmont County Commissioners.

Jayne Long /s/
 Assistant Clerk of the Board

- Mail by certified return receipt requested
- cc: Richland Township Trustees
 Upon roll call the vote was as follows:

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

IN THE MATTER OF CHANGE ORDER NO. 1 FOR
ALLSTATE CONSTRUCTION (GENERAL TRADES CONTRACT)/
BELMONT CO. EMERGENCY OPERATIONS CENTER
BUILDING EXPANSION PROJECT

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve and sign Contract Change Order No. 1 for Allstate Construction (General Trades Contract) in the amount of \$4,152.23 for the Belmont County Emergency Operations Center Building Expansion project, based upon the recommendation of Larry Siebieda, Project Architect.

Note: Original contract sum: \$286,150.00
New Contract sum: \$290,302.23

Upon roll call the vote was as follows:

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

IN THE MATTER OF CHANGE ORDERS NO. 2 AND NO. 3
FOR DAVISON ELECTRIC /BELMONT COUNTY EMERGENCY
OPERATIONS CENTER BUILDING EXPANSION PROJECT

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following Change Orders for Davison Electric, for the Belmont County Emergency Operations Center Building Expansion project, based upon the recommendation of Larry Siebieda, Project Architect:

- Change Order No. 2 in the amount of \$1,086.00

Note: Original Contract sum: \$82,600.00
New Contract sum: \$87,444.00

- Change Order No. 3 in the amount of \$500.00

Note: Original Contract sum: \$82,600.00
New Contract sum: \$87,944.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF CERTIFICATE OF SUBSTANTIAL
COMPLETION FOR NICOLOZAKES TRUCKING & CONSTRUCTION,
INC. FOR THE MORRISTOWN SEWAGE LIFT STATION PROJECT/BCSSD

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve and sign the Certificate of Substantial Completion for Nicolozakes Trucking & Construction, Inc. for the Morristown Sewage Lift Station Project as follows, based upon the recommendation of Jeff Vaughn of Vaughn, Coast & Vaughn, Inc., Project Engineer, and David Grum, Project Consultant; date of substantial completion: May 1, 2006.

Note: Sewage Lift Station complete except for punch list items attached dated 5/16/06.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING HIRING OF STUDENTS FOR SUMMER HELP AT BELMONT CO. SANITARY SEWER DISTRICT

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the request of Mark Esposito, Belmont County Sanitary Sewer District Director, to hire the following students for summer help at the district at the rate of \$5.25 per hour-Joshua Newell, Cody Suto, Joshua Yager and Tony Yarnall.

Upon roll call the vote was as follows:

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

IN THE MATTER OF CHANGING NEXT REGULAR BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Thomas, seconded by Mr. Longshaw to change the next regular Board of Commissioners meeting from Wednesday, June 14, 2006 to Friday, June 16, 2006.

Note: Commissioner Thomas and Assistant Clerks will be attending the CCAO Summer Conference, June 11-13, 2006.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – 10:45 a.m.

Mr. Ed Jagucki was present to state his opposition to the renovation of the old Belmont County Jail and Sheriff’s Residence. He also took it upon himself to have an artists’ sketch of what said property could look like if demolished and replaced with green space. The sketch was not available, but Commissioner Thomas encouraged Mr. Jagucki to bring it to a future meeting. Commissioner Thomas said the Board welcomes input from all residents and encourages the counties’ citizens to voice their opinions.

The additional office space that is needed and the amount of rent money being spent for various county offices, along with parking problems were discussed.

Commissioner Probst stated the county’s immediate concerns included road improvements, clearing of streams and creeks and moving county offices into the Rehabilitation Center.

11:15 a.m. RECESS FOR 15 MINUTES

11:30 a.m. RECONVENE

IN THE MATTER OF APPROVING MINUTES OF REGULAR MEETING OF APRIL 12, 2006

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the minutes of the Belmont County Board of Commissioners regular meeting of: April 12, 2006.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 11:33 A.M.

Motion made by Mr. Probst, seconded by Mr. Longshaw to adjourn the meeting at 11:33 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 14th day of June, 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