

St. Clairsville, Ohio

March 29, 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 March 22, 2006, were read, approved and signed.

EVENING MEETING-BARNESVILLE FIRE DEPARTMENT

Meeting commenced at 6:00 p.m. with the Pledge of Allegiance. Commissioner Probst welcomed those attending. Commissioner Probst then turned the meeting over to those in attendance for questions and comments during the Open Public Forum.

**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.

Claim of	Purposes	Amount
A-BP	Fuel/EMA/General Fund	165.15
Jack A. Hamilton & Assoc.	Professional Services GIS Projects/General Fund	12,224.00
Innovative Work Solutions	Contract Services-Workers Comp/General Fund	6,880.00
McGhee and Co.	Supplies/General Fund	524.81
Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	334.00
South Central Power Company	Service/Mediterranean/General Fund	1,729.45
Treasurer, State of Ohio, EPA	Annual Fee/Stormwater/General Fund	2,277.00
Working Options Inc.	Contract Services-Workers Comp/General Fund	4,800.00
B-American Electric Power	February service/Dog Kennel Fund	385.28
BP	Gasoline/Dog Kennel Fund	258.47
Crossroads	Northern Court- Indigent Drivers Alcohol Treatment Fund	2,870.17
G-Belmont Co. Tourism Council	March Operating Expenses/Lodging Excise Tax Fund	20,000.00
K-Staples Credit Plan	Equip/Supplies/Engineer's MVGT Fund	254.45
N-GBC Flooring LLC	Tile Floor Installation 1/2 down/Capital Imp. Park Health Fund	2,962.00
P-Richard Quinlin	Reimburse Design lunch/LEPC Fund	75.60
S-Comcast	April Internet/Western Div. Court Computer	155.00
Comdoc	Repairs to Reader-Printer/Probate Court Computer Fund	210.00
Crystal Springs	Water-April/Western Div. Court Gen. Special Projects Fund	54.87
Dolby & Company	Annual Service Agreements/Juvenile Court Computer Fund	1,334.00
Maximus	Support Services/Probate Court Computer Fund	2,400.00
McGhee and Company	Filing Cabinets/Northern Court Gen. Special Projects Fund	1,292.73
W-Delinquent Collectors of Ohio, Inc.	Tax Collection Services/Treasurer/DRETAC Treas. Fund	2,963.86
Print n Copy	500 Business Cards/Victim Assistance Program Fund	76.00
Y-Health Assurance-HMO	April Premium/Employer's Share Holding Account	60,868.21
Health Assurance-PPO	April Premium/Employer's Share Holding Account	164,861.57
Health Plan	April Premium/Employer's Share Holding Account	143,885.63

**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 March 29, 2006 as follow:

FUND	AMOUNT
General Fund	6,484.25; 19,504.00; 2,292.20; 11,974.07; 12,153.39; 42.98; 3,276.15; 14,246.73;
General Fund/Ambulance Contracts	123,500.00; 26,000.00
General Fund/Bethesda Satellite Bldg	2,185.58
General Fund/EMA	701.99
General Fund/9-1-1	1,375.47
General Fund/Sheriffs	20,958.00
C-Probate Crt Indigent Guardianship	1,815.29
E-9-1-1	3,145.02
H-County Home/Park Health	11,351.77
H-J&F Child Support Enforcement	7,166.00
H-J&F Public Assistance	17,969.75; 165,331.70; 16,686.36
K-Engineers MVGT	1,293.07; 27,278.49
P-Eastern Crt Satellite Bldg	177.55
P-LEPC	42,337.90
P-Oakview Administration Bldg	8,120.88
P-Sanitary Sewer District	351.42; 87,677.18; 31,967.60
S-District DetentionHome	7,628.70
S-J&F Childrens Services	98,399.00
S-Litter/Recycling	3,445.58
S-Oakview Juvenile	15,254.47
S-Sheriffs Commissary	191.78
S-Western Crt Special Projects	419.20
T-Water & Sewer	131.57

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM:

Bob Groves, President of the Belmont County Farm Bureau informed Commissioners of the possibility of merging some of the federal Farm Service Agency offices in Ohio. If the plan is approved, there is a good chance the Farm Service Office near Barnesville will be closed and services consolidated with the Cambridge, Ohio, office. Mr. Groves stated the Belmont County Farm Bureau is very much opposed to this plan. Commissioners said they will contact the State Legislators in Columbus to protest this merger and try to turn the decision around. Barnesville Volunteer Fire Department Chief Bob Smith requested county monies be awarded to the department for a new brush truck. He said they have applied for grants for many years but have never received any grant funds. Commissioners explained the selection process for Community Development Block Grant monies and said they will review the procedure for inadequacies.

**IN THE MATTER OF TRANSFERS WITHIN FUND
FOR THE BELMONT COUNTY JUVENILE COURT TITLE IV**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfers within fund for the Belmont County Juvenile Court.

FROM	TO	AMOUNT
M078-M01	M078-M08	
E-0400-M078-M01.002 Salaries	E-0400-M078-M08.075 Transfers-Out	\$650.55

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE
BOND RETIREMENT-WATERLINE EXTENSION PROJECT FUND 009**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfer of funds within the Belmont County Sanitary Sewer District Bond Retirement-Waterline Extension Project Fund 009.

FROM	TO	AMOUNT
O09-O03 Other Expenses	O09-O02 Interest payment	\$13,740.65
E-9206-O009-O03.055	E-9206-O009-O02.051	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE BOND RETIREMENT – JAIL CONSTRUCTION FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfer within fund for the Bond Retirement – Jail Construction Fund.

FROM	TO	AMOUNT
0030-001 E-9212-O0030-O01.050 Principal Payment	0030-004 E-9212-O0030-O04.000 Issuance Fees	14,658.34

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfers within fund for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
WWS#3 P005-P34	P005-P18	
E-3702-P005-P34.074 Transfers-Out	E3702-P005-P018.010 Supplies	\$5,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND
FOR THE BELMONT HARRISON JUVENILE DISTRICT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfers within fund for the Belmont Harrison Juvenile District.

FROM	TO	AMOUNT
S233-S34	S033-S43	
E-0910-S033-S39.000 Food Serv. Exp.	E-0910-S033-S43.000 Travel & Training	\$1,250.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/
BELMONT COUNTY SHERIFF'S DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfers between funds from the Sheriff's Domestic Violence Grant Fund to the General Fund.

FROM	TO	AMOUNT
E-5105- T008-T01 .002 Salaries	E-0131- A006-A02 .002 Salaries	8,736.50
E-5105- T008-T07 .000 Other Exp.	E-0131-A006-A16.000 Other Exp. (A406-A14)	1,636.48

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/
BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfers between funds from the Water and Sewer Guarantee Deposit Fund to the Revenue Receipt Fund for the month of February, 2006.

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfer Out	R-3701-P003-P15.574 WWS#2 01004002 Transfers In	115.63
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004002 Transfers In	302.38
E-3711-T010-T04.074 WSGDF Transfer Out	R-3704-P051-P08.574 SSD #1 03004002 Transfers In	93.15
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD #2 04004002 Transfers In	67.00
TOTAL		578.16

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 BELMONT COUNTY SANITARY SEWER DISTRICT
FEMA – FLOOD 2004 FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfers within fund for the Belmont County Sanitary Sewer District FEMA – Flood 2004 Fund..

FROM	TO	AMOUNT
T069-T04 E-9708-T069-T04.000 Reimb	T069-T03 E-9708-T069-T03.000 Admn. Cost	\$ 9,718.06

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS
FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfers between funds for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
	WWS#3	
T069-T01 E-9708-T069-T01.000 SSD Reimb	P005-P11 R-3702-P005-P11.551 Oth. Receipts (Int.)	\$7,802.00
T069-T03 E-9708-T069-T03.000 Adm. Cost	P005-P11 R-3702-P005-P11.551 Oth. Receipts (Int.)	312.00
T069-T01 E-9708-T069-T01.000 SSD Reimb	P005-P11 R-3702-P005-P11.551 Oth. Receipts (Int.)	33,248.25
T069-T03 E-9708-T069-T03.000 Adm. Cost	P005-P11 R-3702-P005-P11.551 Oth. Receipts (Int.)	1,562.51
T069-T01 E-9708-T069-T01.000 SSD Reimb.	P005-P11 R-3702-P005-P11.551 Oth. Receipts (Int.)	87,849.46
T069-T03 E-9708-T069-T03.000 Adm. Cost	P005-P11 R-3702-P005-P11.551 Oth. Receipts (Int.)	1,827.80
	SSD#1	
T069-T01 E-9708-T069-T01.000 SSD Reimb	P051-P04 R-3704-P051-P04.551 Oth. Receipts (Int.)	22,034.75
T069-T03 E-9708-T069-T03.000 Adm. Cost	P051-P04 R-3704-P051-P04.551 Oth. Receipts (Int.)	648.49
T069-T01 E-9708-T069-T01.000 SSD Reimb.	P051-P04 R-3704-P051-P04.551 Oth. Receipts (Int.)	59,945.00
T069-T03 E-9708-T069-T03.000 Adm. Cost	P051-P04 R-3704-P051-P04.551 Oth. Receipts (Int.)	1,598.00
T069-T01 E-9708-T069-T01.000 SSD Reimb.	P051-P04 R-3704-P051-P04.551 Oth. Receipts (Int.)	8,583.42
T069-T03 E-9708-T069-T03.000 Adm. Cost	P051-P04 R-3704-P051-P04.551 Oth. Receipts (Int.)	384.32
	WWS#2	
T069-T01 E-9708-T069-T01.000 SSD Reimb.	P003-P11 R-3701-P003-P11.551 Oth. Receipts (Int.)	11,634.79
T069-T03 E-9708-T069-T03.000 Adm. Cost	P003-P11 R-3701-P003-P11.551 Oth. Receipts (Int.)	925.41
	SSD#2	
T069-T01 E-9708-T069-T01.000 SSD Reimb.	P053-P04 R3705-P053.P04.551 Oth. Receipts (Int.)	2,913.80
T069-T03 E-9708-T069-T03.000 Adm. Cost	P053-P04 R3705-P053.P04.551 Oth. Receipts (Int.)	223.82
	SSD#3B	
T069-T01 E-9708-T069-T01.000 SSD Reimb.	P056-P04 R-3707-P056-P04.551 Oth. Recpt. (Int.)	6,209.47
T069-T03 E-9708-T069-T03.000 Adm. Cost	P056-P04 R-3707-P056-P04.551 Oth. Recpt. (Int.)	24.71

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND
FOR THE BELMONT COUNTY PROSECUTOR'S VICTIM ASSISTANCE W080**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfers within fund for the Belmont County Prosecutor's Victim Assistance Program.

FROM	TO	AMOUNT
W080-P09	W080-P01	
E-1511-W080-P09.000 Personnel (SVAA)	E01511-W080-P01.002 Salaries (VOCA)	\$1,068.00
W080-P02	W080-P11	
E-1511-W080-P02.010 Supplies	E-1511-W080-P11.012 Equipment	1,067.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS
FOR THE VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF FEBRUARY AND MARCH, 2006**

the Vision Insurance Chargebacks for the months of February and March, 2006.

FROM	TO	AMOUNT
A014-A11 E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	3,451.73
A406-F08 E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y06.500	9.64
A006-E11 E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y06.500	233.36
A406-G09 E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	133.08
A403-A09 E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	152.36
M067-M05 E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	44.36
M060-M64 E-0400-M060-M64.008 CARE & CUSTODY REST.	R-9891-Y091-Y06.500	9.64
M060-M29 E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	22.18
M074-M01 E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y06.500	0.00
M077-M02 SE-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y06.500	14.46
M078-M02 E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y06.500	22.18
H050-H15 E-0810-H050-H15.006 LITTER CONTROL	R-9891-Y091-Y06.500	0.00
S039-V15 E-0820-S039-V15.006 OH VALLEY RECYCLING	R-9891-Y091-Y06.500	76.18
S033-S47 E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	384.74
S078-S14 E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
J000-J06 E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	95.46
W082-T07 E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
S277-S02 E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	22.18
W080-P07 E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	22.18
S088-S03 E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	0.00
S086-S03 E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	31.82
S087-S03 E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	22.18
B100-B10 E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	55.45
S074-S05 E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	31.82
L001-L13 E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	28.92
H430-H14 E-2150-H030-H11.000 COUNTY HOME	R-9891-Y091-Y06.500	1,703.43
E101-E12 E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	175.13
T077-T01 E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	9.15
T079-T01 E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y06.500	1.62
F079-F01 E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y06.500	0.00
F078-F02 E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	14.33
F077-F01 E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y06.500	5.60
F076-F01 E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y06.500	24.16
S049-S63 E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	98.36
H300-H13 E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	421.42
H310-H08 E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	44.36
K200-K10 E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	22.18
K200-K10 E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	0.00
K200-K24 E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	627.78
K200-K37 E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	209.26
Y090-Y14 E-9890-Y090-Y14.000 WATER/SEWER	R-9891-Y091-Y06.500	511.08
T075-T52 E-4110-T075T52.008 WIC	R-9891-Y091-Y06.500	76.18
T075-T02 E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	0.00
S079-S07 E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	152.36
S230-S66 E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	203.46
W081-P07 E-1510-W081.P07.006 ROSECUTOR DRETAC	R-9891-Y091-Y06.500	22.18
TOTAL		9,185.96

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF FEBRUARY AND MARCH, 2006**

FROM	TO	AMOUNT
A014-A12 E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	11,072.72
A406-F08 E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y07.500	26.84
A006-E11 E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y07.500	752.74
A406-G09 E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	439.20
A403-A09 E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	492.88
M067-M05 E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	146.40
M060-M64 E-0400-M060-M64.008 CARE & CUSTODY REST.	R-9891-Y091-Y07.500	26.84

M060-M29 E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	73.20
M074-M01 E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y07.500	0.00
M077-M02 SE-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y07.500	40.26
M078-M02 E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y07.500	73.20
H050-H15 E-0810-H050-H15.006 LITTER CONTROL	R-9891-Y091-Y07.500	0.00
S039-V15 E-0820-S039-V15.006 OH VALLEY RECYCLING	R-9891-Y091-Y07.500	246.44
S033-S47 E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,220.00
S078-S14 E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
J000-J06 E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	300.12
W082-T07 E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
S277-S02 E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	73.20
W080-P07 E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	146.40
S088-S03 E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	0.00
S086-S03 E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	100.04
S087-S03 E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	73.20
B100-B10 E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	183.00
S074-S05 E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	100.04
L001-L13 E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	107.36
H430-H14 E-2150-H030-H11.000 COUNTY HOME	R-9891-Y091-Y07.500	5,492.44
E101-E12 E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	565.04
T077-T01 E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	31.32
T079-T01 E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y07.500	5.02
F079-F01 E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y07.500	0.00
F078-F02 E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	46.64
F077-F01 E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y07.500	18.30
F076-F01 E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y07.500	82.76
S049-S63 E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	319.64
H300-H13 E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,390.80
H310-H08 E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	146.40
K200-K10 E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	73.20
K200-K10 E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	0.00
K200-K24 E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	246.44
K200-K37 E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	73.20
Y090-Y14 E-9890-Y090-Y14.000 WATER/SEWER	R-9891-Y091-Y07.500	1,651.88
T075-T52 E-4110-T075T52.008 WIC	R-9891-Y091-Y07.500	246.44
T075-T02 E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	0.00
S079-S07 E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	492.88
S230-S66 E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	646.60
W081-P07 E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	73.20
TOTAL		27,296.28

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER
OF FUNDS FOR THE EXPRESS SCRIPTS CHARGEBACKS
FOR THE MONTHS OF FEBRUARY AND MARCH, 2006**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following transfer of funds for the Express Scripts Chargebacks for the months of February and March, 2006.

FROM	TO	AMOUNT
A014-A13 E-0256-A014-A13.006 GENERAL	R-9891-Y091-Y08.500	27,799.49
A406-F08 E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y08.500	74.30
A006-E11 E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y08.500	1,679.86
A406-G09 E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y08.500	1,184.16
A403-A09 E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y08.500	1,727.48
M067-M05 E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y08.500	394.72
M060-M64 E-0400-M060-M64.008 CARE & CUSTODY REST.	R-9891-Y091-Y08.500	74.30
M060-M29 E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y08.500	197.36
M074-M01 E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y08.500	0.00
M077-M02 SE-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y08.500	111.45
M078-M02 E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y08.500	197.36
H050-H15 E-0810-H050-H15.006 LITTER CONTROL	R-9891-Y091-Y08.500	0.00
S039-V15 E-0820-S039-V15.006 OH VALLEY RECYCLING	R-9891-Y091-Y08.500	666.38
S033-S47 E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y08.500	2,667.84

S078-S14 E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y08.500	0.00
J000-J06 E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y08.500	814.98
S277-S02 E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y08.500	197.36
W080-P07 E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y08.500	271.66
S088-S03 E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y08.500	0.00
S086-S03 E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y08.500	271.66
S087-S03 E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y08.500	197.36
B100-B10 E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y08.500	493.40
S074-S05 E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y08.500	271.66
L001-L13 E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y08.500	297.20
H430-H14 E-2150-H030-H11.000 COUNTY HOME	R-9891-Y091-Y08.500	14,854.00
E101-E12 E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y08.500	1,451.45
T077-T01 E-2223-T077-T01.002 IAP	R-9891-Y091-Y08.500	77.65
T079-T01 E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y08.500	13.56
F079-F01 E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y08.500	0.00
F078-F02 E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y08.500	125.80
F077-F01 E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y08.500	49.30
F076-F01 E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y08.500	207.08
S049-S63 E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y08.500	469.02
S066-S79 E-2410-S066-S80.000 MENTAL RETARDATION	R-9891-Y091-Y08.500	12,912.25
H300-H13 E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y08.500	3,635.28
H310-H08 E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y08.500	201.96
K200-K10 E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y08.500	197.36
K200-K10 E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y08.500	0.00
K200-K24 E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y08.500	495.40
K200-K37 E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y08.500	209.50
Y090-Y14 E-9890-Y090-Y14.000 WATER/SEWER	R-9891-Y091-Y08.500	4,023.82
T075-T52 E-4110-T075-T52.008 WIC	R-9891-Y091-Y08.500	338.06
T075-T02 E-4110-T075-T52.008 WIC	R-9891-Y091-Y08.500	0.00
S079-S07 E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y08.500	1,012.34
S230-S66 E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y08.500	1,358.30
W081-P07 E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y08.500	0.00
W082-T07 E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y08.500	0.00
TOTAL	R-9891-Y091-Y08.500	0.00
Total		81,222.11

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer of funds for the Month of March 2006 for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
E-3701-P003-P18.010 SUPPLIES	E-9890-Y090-Y02.010 SUPPLIES	357.12
E-3701-P003-P19.012 EQUIPMENT	E-9890-Y090-Y03.012 EQUIPMENT	21,080.95
E-3701-P003-P21.000 MATERIALS	E-9890-Y090-Y05.000 MATERIALS	6,852.30
E-3701-P003-P22.000 CONTRACT REP.	E-9890-Y090-Y06.000 CONTRACT REP.	74.95
E-3701-P003-P23.011 CONTRACT SERV.	E-9890-Y090-Y07.011 CONTRACT SERV.	950.65
E-3701-P003-P24.013 CONTRACT PROJ.	E-9890-Y090-Y08.013 CONTRACT PROJ.	
E-3701-P003-P25.000 PURCHASED H2O	E-9890-Y090-Y09.000 PURCHASED H2O	49,307.77
E-3701-P003-P27.000 ADV & PRINTING	E-9890-Y090-Y10.000 ADV & PRINTING	
E-3701-P003-P28.000 TRAVEL & EXP.	E-9890-Y090-Y11.000 TRAVEL & EXP.	54.09
E-3701-P003-P29.003 PERS	E-9890-Y090-Y12.003 PERS	1,742.98
E-3710-P003-P30.004 WORKERS' COMP	E-9890-Y090-Y13.004 WORKERS' COMP	
E-3701-P003-P31.000 OTHER EXPENSES	E-9890-Y090-Y14.000 OTHER EXPENSES	22,909.83
E-3701-P003-P32.074 TRANSFERS-OUT	E-9890-Y090-Y17.074 TRANSFERS-OUT	1,753.81
E-3701-P003-P35.005 MEDICARE	E-9890-Y090-Y18.005 MEDICARE	226.88
TOTAL		105,311.33
E-3702-P005-P18.010 SUPPLIES	E-9890-Y090-Y02.010 SUPPLIES	705.23
E-3702-P005-P19.012 EQUIPMENT	E-9890-Y090-Y03.012 EQUIPMENT	44,498.67
E-3702-P005-P21.000 MATERIALS	E-9890-Y090-Y05.000 MATERIALS	26,459.43
E-3702-P005-P22.000 CONTRACT REP.	E-9890-Y090-Y06.000 CONTRACT REP.	1,179.27
E-3702-P005-P23.011 CONTRACT SERV.	E-9890-Y090-Y07.011 CONTRACT SERV.	31,965.57
E-3702-P005-P24.013 CONTRACT PROJ.	E-9890-Y090-Y08.013 CONTRACT PROJ.	
E-3702-P005-P25.000 PURCHASED H2O	E-9890-Y090-Y09.000 PURCHASED H2O	947.60

E-3702-P005-P27.000	ADV & PRINTING	E-9890-Y090-Y10.000	ADV & PRINTING	
E-3702-P005-P28.000	TRAVEL & EXP.	E-9890-Y090-Y11.000	TRAVEL & EXP.	106.82
E-3702-P005-P29.003	PERS	E-9890-Y090-Y12.003	PERS	6,380.15
E-3702-P005-P30.004	WORKERS' COMP	E-9890-Y090-Y13.004	WORKERS'COMP	
E-3702-P005-P31.000	OTHER EXP.	E-9890-Y090-Y14.000	OTHER EXP.	183,406.71
E-3702-P005-P34.074	TRANSFERS-OUT	E-9890-Y090-Y17.074	TRANSFERS-OUT	4,289.07
E-3702-P005-P35.005	MEDICARE	E-9890-Y090-Y18.005	MEDICARE	645.17
TOTAL				300,583.69
E-3704-P051-P02.010	SUPPLIES	E-9890-Y090-Y02.010	SUPPLIES	148.22
E-3704-P051-P03.012	EQUIPMENT	E-9890-Y090-Y03.012	EQUIPMENT	
E-3704-P051-P05.000	MATERIALS	E-9890-Y090-Y05.000	MATERIALS	904.41
E-3704-P051-P06.000	CONTRACT REP.	E-9890-Y090-Y06.000	CONTRACT REP.	31.10
E-3704-P051-P07.011	CONTRACT SERV.	E-9890-Y090-Y07.011	CONTRACT SERV.	1,127.79
E-3704-P051-P08.013	CONTRACT PROJ	E-9890-Y090-Y08.013	CONTRACT PROJ	
E-3704-P051-P09.000	SEWAGE DIS.	E-9890-Y090-Y08.000	SEWAGE DIS.	7,938.12
E-3704-P051-P11.000	ADV & PRINTING	E-9890-Y090-Y10.000	ADV & PRINTING	
E-3704-P051-P12.000	TRAVEL & EXP	E-9890-Y090-Y11.000	TRAVEL & EXP	22.45
E-3704-P051-P13.003	PERS	E-9890-Y090-Y12.003	PERS	661.04
E-3704-P051-P14.004	WORKERS' COMP	E-9890-Y090-Y13.004	WORKERS' COMP	
E-3704-P051-P15.000	OTHER EXP.	E-9890-Y090-Y14.000	OTHER EXP.	11,097.42
E-3704-P051-P16.074	TRANSFERS OUT	E-9890-Y090-Y17.074	TRANSFERS OUT	
E-3704-P051-P35.005	MEDICARE	E-9890-Y090-Y18.005	MEDICARE	241.39
TOTAL				22,171.94
E-3705-P053-P02.010	SUPPLIES	E-9890-Y090-Y02.010	SUPPLIES	86.34
E-3705-P053-P03.012	EQUIPMENT	E-9890-Y090-Y03.012	EQUIPMENT	
E-3705-P053-P05.000	MATERIALS	E-9890-Y090-Y05.000	MATERIALS	6,886.45
E-3705-P053-P06.000	CONTRACT REP.	E-9890-Y090-Y06.000	CONTRACT	
E-3705-P053-P07.011	CONTRACT		REPAIRS	18.12
	SERV.	E-9890-Y090-Y07.011	CONTRACT SERV.	5,669.60
E-3705-P053-P08.013	CONTRACT PROJ	E-9890-Y090-Y08.013	CONTRACT PROJ	92,205.24
E-3705-P053-P09.000	SEWAGE DIS.	E-9890-Y090-Y09.000	SEWAGE DIS.	25,636.35
E-3705-P053-P11.000	ADVER.&PRINTING	E-9890-Y090-Y10.000	ADVER.&PRINTING	
E-3705-P053-P12.000	TRAVEL & EXP.	E-9890-Y090-Y11.000	TRAVEL & EXP	13.08
E-3705-P053-P13.003	PERS	E-9890-Y090-Y12.003	PERS	2,533.09
E-3705-P053-P14.004	WORKERS' COMP	E-9890-Y090-Y13.004	WORKERS' COMP	
E-3705-P053-P15.000	OTHER EXP.	E-9890-Y090-Y14.000	OTHER EXP.	7,397.76
E-3705-P053-P16.074	TRANSFERS OUT	E-9890-Y090-Y17.074	TRANSFERS OUT	19,196.13
E-3705-P053-P35.005	MEDICARE	E-9890-Y090-Y18.005	MEDICARE	151.62
TOTAL				159,793.78
E-3706-P055-P02.010	SUPPLIES	E-9890-Y090-Y02.010	SUPPLIES	25.24
E-3706-P055-P03.012	EQUIPMENT	E-9890-Y090-Y03.012	EQUIPMENT	
E-3706-P055-P05.000	MATERIALS	E-9890-Y090-Y05.000	MATERIALS	136.35
E-3706-P055-P06.000	CONTRACT	E-9890-Y090-Y06.000	CONTRACT	
	REPAIRS		REPAIRS	4,527.93
E-3706-P055-P07.011	CONTRACT			
	SERV.	E-9890-Y090-Y07.011	CONTRACT SERV.	834.96
E-3706-P055-P11.000	ADVER &	E-9890-Y090-Y10.000	ADVER &	
	PRINTING		PRINTING	
E-3706-P055-P12.000	TRAVEL & EXP.	E-9890-Y090-Y11.000	TRAVEL & EXP.	3.83
E-3706-P055-P13.003	PERS	E-9890-Y090-Y12.003	PERS	340.03
E-3706-P055-P14.004	WORKERS' COMP	E-9890-Y090-Y13.004	WORKERS' COMP	
E-3706-P055-P15.000	OTHER EXP.	E-9890-Y090-Y14.000	OTHER EXP.	1,795.54
E-3706-P055-P35.005	MEDICARE	E-9890-Y090-Y18.005	MEDICARE	41.86
TOTAL				7,705.74
E-3707-P056-P02.010	SUPPLIES	E-9890-Y090-Y02.010	SUPPLIES	
E-3707-P056-P07.011	CONTRACT			
	SERV.	E-9890-Y090-Y07.011	CONTRACT SERV.	
E-3707-P056-P09.000	SEWAGE DISP.	E-9890-Y190-Y08.000	SEWAGE DISP.	794.58
E-3707-P056-P13.003	PERS	E-9890-Y090-Y12.003	PERS	31.65
E-3707-P056-P14.004	WORKERS' COMP	E-9890-Y090-Y13.004	WORKERS' COMP	
E-3707-P056-P15.000	OTHER EXP.	E-9890-Y090-Y14.000	OTHER EXP.	677.21
E-3707-P056-P16.074	TRANSFERS OUT	E-9890-Y090-Y14.074	TRANSFERS OUT	
E-3707-P056-P35.005	MEDICARE	E-9890-Y090-Y18.005	MEDICARE	14.61
TOTAL				1,518.05

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 H004 BELMONT CO. FLOOD DISASTER GRANT 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 March 29, 2006.

**BELMONT COUNTY
FLOOD DISASTER GRANT FUND H004**
E-2530-H004-H01.002 Salaries \$ 65,381.10

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 LITTER CONTROL AND RECYCLING FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 29, 2006.

LITTER CONTROL AND RECYCLING
E-0810-H050-H05.011 Contract Services \$ 3,221.77

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SSD#2 FORCE MAIN EXT CONST FUND N18**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 29, 2006.

N018-N07 Issuance Fees \$6,649.05
E-9018-N018-N07.000

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE WWS#3 2000 WATERLINE CONSTRUCTION FUND N19**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 29, 2006.

N019-N07 Issuance Fees \$7,000.63
E-9019-N019-N07.000

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE ENGINEER'S ROAD AND BRIDGE IMPROVEMENT & REPAIR FUND N45**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 29, 2006.

N045-N01 CONTRACT PROJECTS \$233,178.00
E-9045-N045-N01.055

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE ROAD & BRIDGE IMPROVEMENTS & REPAIR FUND N45**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 29, 2006.

N045-N04 Issuance Fees \$3,500.32
E-9045-N045-N04.000

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE JUVENILE COURT'S C-CAP FUND M55**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 29, 2006.

M055-M16 Victims of Crime \$123.93
E-0400-M055-M16.000

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SSD #2 SEWER BOND FUND 006**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 29, 2006.

O006-O06 Issuance Fees \$27,440.60
E-9203-0006-006.000

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR BOND RETIREMENT-WATER LINE EXT. PROJECT**

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of March 8, 2006 and March 29, 2006..

O09-002 E-9206-O009-O02.051 Interest \$ 4,792.70 under date of March 8, 2006
O09-002 E-9206-O009-O02.051 Interest \$4,237.68 under date of March 29, 2006

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BOND RETIREMENT JAIL CONSTRUCTION FUND 003**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 29, 2006.

O030-004 Issuance Fees \$47,000.00
E-9212-O030-004.000

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SANITARY SEWER DISTRICT SSD#2 SEWER BOND FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 8, 2006.

SSD #2 SEWER BOND ACCOUNT
006-003 (E-9203-O006-O03.050) Note Payment 2,000,000.00
006-004 (E-9203-O006-O04.051) Interest Payment 19,196.13
WWS #3 2000 WATER LINE EXT CONST
N019-N05 (E-9019-N019-N05.050) Note Payment 4,000,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SATELLITE BUILDING BOND RETIREMENT FUND 031**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 29, 2006.

O031-004 Issuance Fees-Satellite Bldgs \$20,306.97
E-9215-O031-O004.000
O031-O11 Issuance Fees-Eastern Court \$15,370.42
E-9215-O031-O11.000

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE DOMESTIC VIOLENCE GRANT/SHERIFF DEPT.**

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 March 29, 2006.

**SHERIFF'S DEPARTMENT
DOMESTIC VIOLENCE GRANT**

E-5105-T008-T01.002 Salaries \$ 8,736.50
E-5105-T008-T07.000 Other Expenses \$ 1,636.48

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 FEMA – FLOOD 2004 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 March 29, 2006.

**BELMONT COUNTY
FEMA – FLOOD 2004 FUND**

E-9708-T069-T01.000 Sanitary Sewer Dist. Reimb. \$ 7,443.16

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 March 22, 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 REQUEST FOR
CERTIFICATION OF MONIES FOR VARIOUS FUNDS**

Motion made by Mr. Thomas, seconded by Mr. Probst to request the Belmont County Budget Commission certify the following monies.

CDBG Fund: \$39,412.00 paid into R-9702-T011-T05.501 on 3/29/06, Drawdown #319, Grant # B-C-05-007-1 and B-C-05-007-2

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst 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:

AUDITOR’S OFFICE – Donald Harr to Miamisburg, OH on April 30-May 2, 2006 for meeting on Central Weights & Measures Annual Conference. Estimated expenses: \$1,000.00

BELMONT CO. EMERGENCY MANAGEMENT AGENCY – Richard Quinlin, Coordinator and Dave Ivan, Deputy Coordinator to New Orleans, LA, on May 16-17, 2006 to attend the Restoration 2006 Community and Economic Disaster Recovery Conference.

Upon roll call the vote was as follows:

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

6:30 Agenda Item: Resolution presentation-Karie Hunkler & Tom King, BCDJFS

Re: Adult Protective Services Awareness Week

**IN THE MATTER OF RECOGNIZING
ADULT PROTECTIVE SERVICES AWARENESS WEEK IN
BELMONT COUNTY, THE LAST WEEK OF MARCH, 2006**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adopt the resolution recognizing *Belmont County Adult Protective Services Awareness Week* the last week of March 2006.

RESOLUTION

WHEREAS, the Belmont County Department of Job and Family Services, (BCJDJS), Adult Protective Services Division, and
WHEREAS, the Belmont County Department of Job and Family Services, working alongside area law enforcement agencies as well as other social services organizations and churches, and
WHEREAS, these public entities on a daily basis work closely to protect the health and safety of our most fragile members of society, elderly Americans, and

WHEREAS, in Belmont County alone in 2005, there were 241 complaints of Adult maltreatment which includes physical, sexual and emotional abuse as well as neglect and self neglect and personal and financial exploitation,
NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners today recognizes Belmont County Adult Protective Services Awareness Week this last week of March 2006 and asks all Belmont County residents to help care for and guard the health and safety of Belmont County’s fragile older population.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING CONTRACT WITH
LYTTON SANITATION SERVICE, INC., ON BEHALF
OF BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into Purchase of Performance of Services Contract with Lytton Sanitation Service, Inc., Blaine, Ohio, on behalf of Belmont County Department of Job and Family Services, in the amount not to exceed \$15,000.00, effective March 29, 2006 through May 31, 2006.

Note: This is for the placement of trash containers and disposal of debris and waste material removed from streams by the crews working on the Flood Grant (CFDA #17.260) to the landfill

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

Whereas, this contract, entered into on this **29th** day of **March, 2006**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Lytton Sanitation Service, Inc. (hereinafter "Contractor"), is for the purchase of the performance of the following services: placement of trash containers and disposal of debris and waste material removed from streams by the crews working on the Flood Grant to the landfill; that meet the requirements and standards of the Workforce Investment Act (WIA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Investment Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide for the placement of trash containers and disposal of debris and waste material removed from streams by the crews working on the Flood Grant to the landfill (CFDA # 17.260).

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
740-695-1074

Contractor: Lytton Sanitation Service, Inc.
68421 Stanley Addition Road
Blaine, OH 43909

III CONTRACT PERIOD

This contract and its terms will become effective on March 29, 2006. The termination date of this contract is May 31, 2006.

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.

Debris and Trash

Any material that can be disposed of legally at a licensed landfill.

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.

WIA

WIA is the Workforce Investment Act.

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 is responsible for placement, movement and emptying of 40 yard trash containers at locations requested by the Purchaser. Cost of the container is between \$150 and \$180 depending on the location and the landfill cost shall be \$34.40 per ton. There may also be a \$40.00 weekly per container charge if container is kept for more than one week.
2. Contractor shall employ the necessary staff to operate the program.
3. Contractor shall meet all service requirements of this contract.
4. 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.
5. 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.
6. 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 up to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser will notify Contractor where to place the containers and when they need to be moved and/or emptied.
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 for placement, movement and emptying of containers.
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 for placement, movement and emptying of 40 yard containers to allow for the disposal of debris and garbage by the crews of the Belmont County Flood Grant.

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards: timely placement, moving and emptying of containers where and when requested by the Purchaser.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. The invoice should indicate the number of containers and the amount of tonnage charged to the Purchaser. This invoice is 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.

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 and failure to respond to any monitoring reports 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 Workforce Investment Act National Emergency Disaster Grant Funds (CFDA#17.260). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$15,000.00**.

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 the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. 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 placement, movement and emptying of trash containers for the Disaster Flood Grant. Cost of the trash container will be \$150.00 to \$200.00 per container and a landfill cost of \$34.40 per ton. There may also be a \$40.00 weekly rental charge if container remains in one location for more than one week.

ACTIVITY	TOTAL COST
Trash Container and debris disposal	\$15,000.00
TOTAL COST:	\$15,000.00
MAXIMUM WIA DISASTER GRANT, OH-14, OH-12, AUTHORIZED REIMBURSEMENT AMOUNT:	\$15,000.00
TOTAL CONTRACT AMOUNT:	\$15,000.00

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 and all provisions of the Workforce Development Area 16 Workforce Investment Board's policy in the performance of work under this contract.

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, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Investment Board.

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, the Belmont County Board of County Commissioners and the Workforce Investment Area 16 Workforce Investment Board 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, the Belmont County Board of Commissioners and the Workforce Investment Area 16 Workforce Investment Board

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 CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

XXXVIII ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX PROCUREMENT

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

XXXX SIGNATURES

Dwayne D. Pielech /s/	3-22-06
Dwayne D. Pielech, Director Belmont County Department of Job and Family Services	Date
Gordie W. Longshaw /s/	3/29/06
Belmont County Commissioner	Date
Charles R. Probst, Jr. /s/	3/29/06
Belmont County Commissioner	Date
Belmont County Commissioner	Date
Charles Lytton /s/	3-22-06
Charles Lytton Lytton Sanitation Service, Inc.	Date
Chris Berhalter /s/	3-23-06
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
BELMONT CO. COMMON PLEAS COURT, ON BEHALF
OF BCDJFS, FOR DRUG COURT CLIENT WORK PARTICIPATION PROGRAM**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into contract with Belmont County Common Pleas Court, on behalf of Belmont County Department of Job and Family Services, for the Drug Court Client Work Participation Program, in an amount not to exceed \$25,000.00, effective February 1, 2006 through June 30, 2006.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Purchase of the Performance of Services

Whereas, this contract, entered into on this 1st day of February, 2006, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser")(BCDJFS) and the Common Pleas Court of Belmont County (hereinafter "Contractor"), is for the purchase of service to assist clients of BCDJFS and the Drug Court Program to become gainfully employed as well as meet mandated Participation criteria for the Ohio Works First Program and in accordance with the Temporary Assistance to Needy Families (TANF) Program. Drug Court clients must meet eligibility guidelines in accordance with the Ohio Revised Code, rules of the Ohio Department of Job and Family Services and the Belmont County Department of Job and Family Services PRC Plan.

I PURPOSE

The purpose of this contract is to provide the Drug Court Client Work Participation Program. The program will provide intensive case management, SSI case management, adult mentoring, life skills, work experience, work readiness services, employment mentoring and other services necessary to help eligible participants so they have the skills to move successfully from public assistance to employment or gain eligibility for SSI or other government programs. The income eligibility is 150% of the federal poverty level guidelines and the applicant must have a minor child and / or meet all other eligibility requirements under PRC and TANF or be categorically eligible under Belmont County's PRC Plan. The Purchaser has agreed to use TANF Funds (CFDA# 93.558) to pay for the services provided through the Program.

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:

The Common Pleas Court of Belmont County
135 East Main Street
St. Clairsville, OH 43950
740-695-2121

III. CONTRACT PERIOD

This contract and its terms will become effective on February 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, 2006. 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 have a minor child and whose income is 150% of the federal poverty level guidelines or below and have been referred by the Belmont County Department of Job and Family Services. 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. Participants on any public assistance program are categorically eligible for the Drug Court Work Participation Program.

Assessment

Testing of the skills and abilities of the participants enrolled in the program.

Subsidized Employment

Placement of individuals can be referred to the ePlus Program of the Community Action Commission of Belmont County at work sites for minimum wage for a four week period for 30 hours per week or a maximum of 120 hours.

ePLUS

ePLUS is a multi-faceted program to provide intensive case management, SSI case management, adult mentoring, life skills, work experience, work readiness services, employment mentoring, job readiness, job search and retention, subsidized employment, job shadowing, employment mentoring and follow-up services to eligible participants and other services necessary to help eligible participants so they have the skills to move successfully from public assistance to employment or gain eligibility for SSI or other government programs.

Job Shadowing

Job Shadowing will introduce participants to the world of work by placing them at employers for a two week period. Job Shadowing is to help a participant to see different types of occupations to help them determine which field of work might best suit them.

Life Skills

Life Skills include, but are not limited, to the following: helping participants to identify barriers to employment; helping participants to build self esteem; helping participants to gain insights into personal barriers and personal strengths; helping participants to develop problem solving skills; helping participants develop assertiveness skills; helping participants develop anger management and conflict resolution skills; helping participants develop stress management skills; helping participants develop a Personal Style Inventory; provide documentation to case managers in order to deal with non-compliance with Self-Sufficiency; collaborate with case managers, supervisors, and participants to maximize outcomes from decisions; work with Children Services on custody issues and related requirements; work on domestic violence issues with participants; helping participants develop a plan or map for their future; and helping participants identify and work toward life goals and priorities.

SSI Case Management

SSI Case Management includes assisting eligible participants with their application, hearings and other issues necessary to help them obtain eligibility for SSI.

Intensive Case Management

Intensive Case Management includes, but is not limited to: Job Shadowing; helping with job applications, job leads, and interviews; match jobs to the participants' ability, experience and interest; helping overcome barriers to employment; provide

documentation to BCDJFS case managers in order to deal with non-compliance with OWF requirements; collaborating with BCDJFS case managers, supervisors, and participants to make decisions in their best interest; work with Children Services (when necessary) on family issues; provide transportation for appointments (occasionally); provide daily support to participants so they can remain employed; help participants obtain their drivers= license; helping with day care issues; work with participants on domestic violence issues; help participants with household needs; helping participants set life priorities and other services as needed

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.

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 services which provide work experience and job readiness services to eligible participants. Services are provided to Belmont County residents who have a minor child and whose income is 150% of the federal poverty level guidelines or below and have been referred by the Belmont County Department of Job and Family Services and 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. Participants on any public assistance program are categorically eligible for the Drug Court Work Participation Program. Participants who were enrolled in the ePlus Program prior to June 30, 2006, under the 2004-2006 contract, may be served under this Program. This will include job shadowing and subsidized employment.
2. Contractor shall place participants at work sites at government entities, non-profits, businesses, etc.
3. Contractor will provide intensive case management; SSI case management; adult mentoring; life skills training; work readiness groups; assessment of participant skills, education and aptitude; and supportive services to help them succeed in the program and gain unsubsidized employment or eligibility for other non-TANF assistance programs such as SSI. These services include, but are not limited to: skills identification; goal setting; discussion of barriers to employment; resume writing; interviewing skills; team building; communication skills; helping with job applications, job leads, and interviews; match jobs to the participants' ability, experience and interest; hygiene and proper dress for work; employer expectations; and budgeting and checkbook 101. The Contractor will provide employment mentoring to assist participants in obtaining and retaining employment; helping to overcome barriers to employment; provide documentation to BCDJFS case managers in order to deal with non-compliance with OWF requirements; collaborating with BCDJFS case managers, supervisors and participants to make decisions in their best interest; and work with Children Services (when necessary) on family issues. The Contractor will provide specialized services for pregnant women either within the Drug Court Program, the ePLUS program or through referrals. The Contractor may provide supportive services as necessary to help participants set life priorities so they can gain and retain employment. Other services may be provided as determined and agreed to by the Contractor and Purchaser. The Contractor will utilize the services and resources available at Connections to assist the participants.
4. Contractor shall pay all wages or stipends to participants.
5. Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
6. Contractor is responsible for monitoring each participant's activities after they are placed in the Drug Court Program.
7. Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
8. Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
9. Contractor may refer potential participants to the Purchaser for eligibility determination.
10. Contractor shall employ the necessary staff to operate the program.
11. Contractor shall meet all service requirements of this contract. 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.
12. 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.
13. 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 assist Contractor in determining eligibility if necessary.
2. Purchaser will refer participants to Contractor.
3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio. Purchaser will pay all costs related to providing the Drug Court Program, consistent with the provisions of Article VIII.

5. 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 to eligible Belmont County residents under the Drug Court Work Participation Program to increase employability and assist participants in successfully moving from public assistance to unsubsidized employment. Services to be provided and skills to be achieved by the participants include but are not limited to:

Providing Drug Court Work Participation services as defined under Contractor responsibilities to eligible participants referred by the Belmont County Department of Job and Family Services.

1. **Placement of up to 20 eligible Belmont County participants in the Drug Court Work Participation Program. Reporting should note the number of participants carried over from the previous contract period.**

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 **Placement of up to 20 eligible Belmont County participants in the program.**

Output-effectiveness measures

1. **Seventy Percent of participants will complete the Drug Court Work Participation Program or obtain unsubsidized employment prior to completing the Program or obtain eligibility for the Social Security Income (SSI) or other government program that leads to them leaving Ohio Works First.**
2. **Of those who complete the Drug Court Work Participation Program or who gain unsubsidized employment prior to completing the Program, sixty percent will successfully retain unsubsidized employment for three months after leaving the program or obtain eligibility for the Social Security Income Program (SSI) or other government program that leads to them leaving Ohio Works First.**
3. **Eighty percent of participants will provide a positive response to a Customer Satisfaction Survey after completion of the program.**

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and the Fiscal Performance 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 Purchaser 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 (CFDA# 93.558) funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$25,000.00.**

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 up to 50 participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Administrative/Operating Staff Wages and Fringes	\$0
Participant Wages and Fringes	\$23,700
Operating Expenses	\$1,000
Administrative Expenses	\$0
TOTAL COST	\$24,700
MAXIMUM TANF AUTHORIZED REIMBURSEMENT AMOUNT	\$24,700
TOTAL CONTRACT AMOUNT	\$24,700.00

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 modification.

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 supersedes 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.

**IN THE MATTER OF AUTHORIZING
THE HIRING OF MS. TANYA BRADO
AS AN INCOME MAINTENANCE AIDE
FOR THE BELMONT COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Longshaw, as the co-appointing authority for the Belmont County Department of Job and Family Services, to grant the Director of the Belmont County Department of Job and Family Services the authority to hire Ms. Tanya Brado as an Income Maintenance Aide. Ms. Brado will be employed as a full time permanent bargaining unit employee. Her wage compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services;

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes, and

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to hire Ms. Tanya Brado as an Income Maintenance Aide. Ms. Brado will be employed as a full time permanent bargaining unit employee. Her wage compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING EMPLOYMENT STATUS CHANGE FOR TIFFANY MOSCATO
FROM INTERMITTENT INCOME MAINTENANCE AIDE TO
FULL TIME PERMANENT INCOME MAINTENANCE AIDE
FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Longshaw, as the co-appointing authority for the Belmont County Department of Job and Family Services, to grant the Director of the Belmont County Department of Job and Family Services the authority to change Ms. Tiffany Moscato's employment status as an intermittent Income Maintenance Aide to a fulltime permanent Income Maintenance Aide.

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services;

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes, and

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to change Ms. Tiffany Moscato's employment status as an intermittent Income Maintenance Aide to a full time Income Maintenance Aide. Ms. Moscato's wage compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REPLAT OF LOT 3 IN | [Belmont Co. Commissioners]
HIDDEN WOODS | [Courthouse]
RICHLAND TOWNSHIP SEC 3, T-7, R-4 | [St. Clairsville, Ohio 43950]
| [Date March 29, 2006]

Motion made by Mr. Probst, seconded by Mr. Thomas to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regard to Replat of Lot 3 in Hidden Woods, Richland Township, Sec 3, T7, R4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

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 12th day of April, 2006, at 11:15 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, 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

cc: • Mail by certified return receipt requested
Richland Township Trustees

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REQUEST FROM
BELMONT CO. TOURISM COUNCIL FOR ADDITIONAL MONIES**

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the request from the Belmont County Tourism Council for an additional \$50,000 to be forwarded from the lodging tax receipts for additional expenses for the month of March for their grant program.

Note: At the November 17, 2005 board meeting, the Tourism Council voted to increase the annual amount given in grants during the month of March to \$50,000.00. This is the total amount expected to be disbursed by March 31 to this year's grant recipients that will be over and above the Tourism Council's regular operating expenses.

Upon roll call the vote was as follows:

Mr. Longshaw Yes

Mr. Probst Yes
Mr. Thomas Yes

**IN THE MATTER OF ADOPTING RESOLUTION REGARDING
INCIDENT COMMAND SYSTEM (ICS) ON BEHALF OF
BELMONT COUNTY EMA**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adopt the following resolution for the utilization and institutionalization of the Incident Command System (ICS) on behalf of the Belmont Emergency Management Agency as required by the National Incident Management System (NIMS).

**RESOLUTION
INCIDENT COMMAND SYSTEM**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 29th day of March 2006 with the following members present: Commissioner Probst, Commissioner Longshaw, Commissioner Thomas

A motion was made by Commissioner Probst, duly seconded by Commissioner Longshaw to adopt the following:

WHEREAS, on April 12, 2005, the Belmont County Commissioners passed a resolution adopting the National Incident Management System (NIMS), and

WHEREAS, the utilization and institutionalization of the Incident Command System (ICS) is one of the basic requirements of NIMS.

THEREFORE, we, the Board of County Commissioners, Belmont County, Ohio, do hereby order that:

1. The Incident Command System (ICS) will be Belmont County's official incident response system; and
2. The Belmont County Standard Operating Procedure-Incident Command shall be the guidelines for Incident Command for Belmont County; and
3. All incident managers and organizations within Belmont County shall train, exercise, and use the ICS in their response operations; and
4. All organizations shall integrate the ICS into their functional and system-wide emergency operations policies, plans, and procedures.

Upon roll call the foregoing resolution was unanimously adopted.

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

**IN THE MATTER OF GRANTING PERMISSION FOR
BELMONT CO. AUDITOR TO PURCHASE A 2006 BUICK LUCERNE**

Motion made by Mr. Thomas, seconded by Mr. Probst to grant permission for the Belmont County Auditor's Office to purchase a 2006 Buick Lucerne 4-door sedan from Whiteside, Inc., St. Clairsville, Ohio, in the amount of \$ 23,668.08; cost to be paid from the Auditor's Real Estate Assessment Fund.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING MUTUAL AID AGREEMENT
ON BEHALF OF BELMONT CO. EMA WITH BELMONT CO.
TOWNSHIPS, MUNICIPALITIES AND BELMONT CO. ENGINEER**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into Mutual Aid Agreement, on behalf of the Belmont County Emergency Management Agency, with Belmont County Townships and Municipalities and the Belmont County Engineer for provision of mutual aid to each other in the event of a disaster, with which no party alone might have sufficient equipment and personnel to cope and as authorized by Ohio Revised Code Section 5915.09

MUTUAL AID AGREEMENT

This Agreement entered into this 29th day of March, 2006,
by the parties hereto; witnesseth:

WHEREAS, each of the parties hereto desires to furnish mutual aid to each other in the event of a disaster, with which no party alone might have sufficient equipment and personnel to cope, and

WHEREAS, such mutual aid agreements are authorized by Section 5915.09 of the Ohio Revised Code, and

NOW, THEREFORE, the parties do mutually agree as follows:

ARTICLE I – TERM

This Agreement shall commence at 12:01 a.m. on the 29th day of March, 2006, and continue through the 1st day of January, 2010, subject to the right of each party to terminate sooner as provided herein.

ARTICLE II – SERVICES

- A. In the event of a disaster which requires additional aid of equipment and personnel beyond that which each party is able to provide for itself, all parties hereto agree that at the request of any party hereto the others may loan such equipment and personnel as the respective officials of the lending jurisdiction, in their discretion, shall determine can reasonably be spared at the time without placing their own political subdivision in jeopardy.
- B. Since time is of the essence during emergencies as herein referred to, the authority to dispatch equipment and personnel or call for aid in accordance with the terms and conditions of this agreement shall be delegated specifically to the chief official or acting chief official of the parties hereto.
- C. The lending party shall be responsible for the delivery of said equipment and personnel to the location specified by requesting party.
- D. Upon arrival at said location, the official in charge of the said equipment and personnel will remain in charge of their equipment and manpower and shall report to the official in charge at the location of the disaster who shall direct all operations at a disaster or emergency location under provisions of a unified command system.
- E. All equipment and personnel loaned hereunder shall be returned upon demand of the lending party or when released by the requesting party upon the cessation of the emergency.

ARTICLE III – PAYMENT

No charge shall be assessed for services rendered by any party hereto. However, this is not intended to prevent any reimbursement allowed by any state or federal agencies in a properly declared disaster or state of emergency.

ARTICLE IV – WAIVER OF CLAIMS

Each party hereto waives all claims against the other for compensation for any loss, damage, personal injury or death occurring in consequence of performance of either party, their agents or employees hereunder.

ARTICLE V – TERMINATION

This Agreement may be terminated by any party hereto upon the giving of at least thirty (30) days prior written notice to the other participants.

ARTICLE VI – INTEGRATION

This Agreement contains the entire understanding between parties, and there are no understandings or representations not set forth or incorporated by reference herein. No subsequent modification of this Agreement shall be of any force or effect unless in writing and signed by the parties.

ARTICLE VII – COMPLIANCE WITH LAWS

In the performance of this Agreement, each party shall comply with

March 29, 2006

all applicable Federal, State, and Local laws, rules and regulations.

BELMONT COUNTY EMERGENCY
MANAGEMENT AGENCY

Dated: _____ By: _____
Richard Quinlin, Coordinator

_____ Colerain Township	_____ Flushing Township
_____ Goshen Township	_____ Kirkwood Township
_____ Mead Township	_____ Pease Township
_____ Pultney Township	_____ Richland Township
_____ Smith Township	_____ Somerset Township
_____ Union Township	_____ Warren Township
_____ Washington Township	_____ Wayne Township
_____ Wheeling Township	_____ York Township
_____ City of Martins Ferry	_____ City of St. Clairsville
_____ Village of Barnesville	_____ Village of Bellaire
_____ Village of Belmont	_____ Village of Bethesda
_____ Village of Bridgeport	_____ Village of Flushing
_____ Village of Powhatan Point	_____ Village of Shadyside
_____ Belmont County Engineer	_____ Belmont County EMA Coordinator
_____ Charles R. Probst, Jr. /s/	_____ Gordie W. Longshaw /s/
Belmont County Commissioner	Belmont County Commissioner

_____ Belmont County Commissioner
Approved as to form:
David K. Liberati /s/
David K. Liberati
Assistant Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING AMENDMENT OF
THE ePLUS CONTRACT WITH BELMONT COUNTY
COMMUNITY ACTION COMMISSION ON BEHALF OF BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Longshaw, to enter into an amendment of the ePlus contract with Belmont County Community Action Commission, on behalf of Belmont County Department of Job & Family Services, for providing additional services at no increase to the original contract total of \$313,462.00 unless both parties agree that an increase is necessary prior to the contract expiration date of June 30, 2006.

Note: This amendment allows for an increase in pay rate depending on job performance and attendance, additional supportive services to be provided by contractor and participant incentives. The ePlus program provides work readiness, soft skills training, paid work experience, case management and other services to participants in Ohio Works First.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING CONTRACT WITH
GLEN JAMES AND SONS AND PROCEED WITH NOTICE
OF AWARD/MORRISTOWN SANITARY SEWER LATERAL PROJECT**

Motion made by Mr. Longshaw, seconded by Mr. Probst to enter into contract with Glen James and Sons, Zanesville, Ohio in the amount of \$56,610.70 for the Morristown Sanitary Sewer Lateral Project, based upon the recommendation of A.C.Wiethe of Belomar and Keith Bennett of Hammontree & Associates, Project Engineer, and to proceed with the Notice of Award.

CONTRACT

This AGREEMENT made this 29th day of March, 2006 by and between Glen James & Sons, Inc. hereinafter called the "Contractor" and Belmont County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, Morristown Sanitary Sewer Lateral Project², and required supplemental work for the project all in strict accordance with the Contract Documents including all addenda thereto, numbered n/a, dated _____, and N/A dated _____ all as prepared by Hammontree & Associates, Ltd. acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Fifty Six Thousand Six Hundred and Ten Dollars and 70/100***** (Dollars) subject to additions and deductions as provided in Section 109 hereof.

Article 3. Contract

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Part I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in Two original copies on the day and year first above written.

CONTRACTOR
Glen James & Sons, Inc.

OWNER: Belmont County Commissioners

Signature

Charles R. Probst, Jr. /s/
Signature

Typed/printed name

Charles R. Probst, Jr.
Typed/printed name

Title

President
Title

NOTICE OF AWARD

To: Glen James & Sons, Inc.
3000 Dillon School Road, PO Box 1420
Zanesville, OH 43702-1420

PROJECT Description: Furnish all service, labor material and equipment necessary for the installation of 16 sanitary sewer service laterals in the Village of Morristown as per the contract specifications.

The OWNER has considered the BID submitted by you on March 8, 2006, (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ 56,610.70.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 29th day of March, 2006.

Belmont County Commissioners
Owner
By: Charles R. Probst, Jr. /s/
Name: Charles R. Probst, Jr.
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ on this ____ day of _____, 2006.

By: _____

Name and Title: _____

cc: CONTRACTOR'S Surety

Surety's Agent

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 7:45 P.M.

Motion made by Mr. Probst, seconded by Mr. Longshaw to adjourn the meeting at 7:45 p.m.

Upon roll call the vote was as follows:

- Mr. Probst Yes
- Mr. Longshaw Yes

Read, approved and signed this 5th day of April, 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

March 29, 2006

ASSISTANT CLERK