

St. Clairsville, Ohio

September 27, 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 Cindi Henry, Assistant Clerk of the Board. Minutes of the meeting of September 20, 2006 were read, approved and signed.

EVENING MEETING – SHADYSIDE COMMUNITY ROOM

**IN THE MATTER OF ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR’S OFFICE**

“BILLS ALLOWED”

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, seconded by Mr. Longshaw, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Belmont Co. Dept. of Job & Family Services	Oct. Mandated Share/General Fund	29,267.17
Charles R. Probst	Reimburse expenses/General Fund	75.50
Draft-Co., Inc.	Web Hosting Services/General Fund	800.00
Draft-Co., Inc.	Internet Services/General Fund	200.00
Elan Financial Services	Travel expenses-Commissioners/General Fund	145.01
Gordie W. Longshaw	Reimburse expenses/General Fund	127.00
Groupstar.com	Printer repair/General Fund	134.95
Harris Computer Systems	Workshop Fee-Auditor/General Fund	200.00
Harris Computer Systems	Registration Fees-Treasurer/General Fund	200.00
Lorenzi Lumber	Supplies/General Fund	1,091.47
Mark Thomas	Reimburse expenses/General Fund	359.18
Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	668.00
B-Smitty’s Septic Service	Pump Out Station/Dog and Kennel Fund	120.00
K-Ohio-WV Excavating	Bridge Replacement Project/MVGT-Bridge and Culverts Fund	48,532.30
Wells Fargo Payment Center	Visa Card-Engineer/MVGT Fund	103.40
N-Allstate Construction Co.	Pay Request #6-EMA/EOC Construction Fund	25,821.15
BBR Drilling Co.	Project 06-2 Slip Repair/Road & Bridge Impr. & Repair Fund	287,345.00
Mar-Zane, Inc.	Asphalt/Road & Bridge Impr. & Repair Fund	7,048.08
O-Ohio Dept. of Development	Oct. payment/Fox Commerce Park/St. OH Loan Repay Fund	3,311.43
P-American Electric Power	Misc. service/WW#1 Revenue Fund	256.50
Cardello Electric Supply Co.	EOC Supplies/LEPC/Special Emergency Planning Fund	323.82
S-Darrell Ewart	Restitution/Victims of Crime Restitution Fund	149.27
Hughes Xerographic	2 HP Toners/Clerk of Courts Computer Fund	126.93
KBIOS	Data Processing Consult/Northern Div. Court Computer Fund	1,750.00
Lisa Bauer	Reimbursement/Juvenile Court General Special Projects Fund	50.00
Pitney Bowes	Postage Machine/Northern Div. Court General Special Projects	153.00
Sommer Steno Services	Transcript/Western Div. Court General Special Projects	59.50
T-Chase Bank	CDBG Funds/Commissioners CDBG Fund	14,191.00
Y-Health Assurance-HMO	October Premium/Employers Share Holding Account	61,731.46
Health Assurance-PPO	October Premium/Employers Share Holding Account	162,699.98
Health Plan	October Premium/Employers Share Holding Account	149,284.54

**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 September 27, 2006 as follow:

<u>FUND</u>	<u>AMOUNT</u>
GENERAL	\$8,602.11; \$5,678.68; \$15,487.23; \$36,289.62; \$3,100.97; \$3,122.54 \$12,959.96;
GENERAL/EMA	\$420.42
GENERAL/Fox Commerce Park	\$5,027.76
GENERAL/Sheriff	\$2,192.44
GENERAL/Port Authority	\$4,202.15
B-Indigent Driver Alcohol Fund	\$3,944.12
H-Job & Family/Public Assistance	\$11,422.07; \$609.50; \$2,665.30; \$30,249.27
Job & Family/WIA	\$42,868.94
K-Engineer MVGT	\$1,637.73; \$60,729.37
M-Placement-Juvenile Court	\$30,614.36
P-Oakview Admn. Building	\$1,456.65
S-Certificate of Title Admn Fund	\$381.63
District Detention Home	\$1,477.17
Oakview Juvenile Residential Center	\$137,938.14
Probate Court Computer Fund	\$106.74
Sheriff Commissary	\$1,160.00; \$1,530.34; \$389.39
Ohio Valley Recycling	\$96.87
Western Court Computer Fund	\$562.54

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN
THE BELMONT COUNTY GENERAL FUND/MAGISTRATE**

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

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0051-A001-A28.000 Other Expenses	E-0063-A002-B30.000 Mag/Other Exp	\$7,214.98

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND/PUBLIC DEFENDER

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

FROM	TO	AMOUNT
PUBLIC DEFENDER	PUBLIC DEFENDER	
E-0170-A006-G06.000 Rental Facilities	E-0170-A006-G11.000 Other Expenses	\$ 5,050.00
E-0170-A006-G07.000 Contract Repairs	E-0170-A006-G11.000 Other Expenses	\$ 350.00
E-0170-A006-G08.000 Travel Expenses	E-0170-A006-G11.000 Other Expenses	\$ 350.00
E-0170-A006-G04.012 Equipment	E-0170-A006-G11.000 Other Expenses	\$ 660.00
TOTAL		\$ 6,410.00
FROM	TO	AMOUNT
E-0170-A006-G04.012 Equipment	E-0170-A006-G02.002 Salaries-Emp.	\$ 100.00

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 VARIOUS JUVENILE COURT FUNDS

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfer within fund for various Juvenile Court Funds.

From	To	Amount
ALTERNATIVE SCHOOL	ALTERNATIVE SCHOOL	
E-0400-M067-M01.002 Salaries	E-0400-M067-M02.003 PERS	\$ 680.00
SUPREME COURT FAMILY DRUG COURT		
E-0400-M077-M01.002 Salaries	E-0400-M077-M02.008 Fringe Benefits	\$ 420.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE BELMONT COUNTY OAKVIEW ADMINISTRATION FUND

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following transfer of funds within the Belmont County Oakview Administration Fund.

FROM	TO	AMOUNT
E-5000-P080-P05.000 Materials	E-5000-P080-P03.000 Utilities	\$15,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN THE CONCEALED HANDGUN LICENSE FUND/SHERIFF

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfers within the Concealed Handgun License Fund/Sheriff.

FROM	TO	AMOUNT
E-5101-S001-S07.012 Equipment	E-5101-S001-S06.000 License Issuance Exp.	\$ 1,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE OAKVIEW JUVENILE REHABILITATION FUND

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfers within fund for the Oakview Juvenile Rehabilitation Fund.

FROM	TO	AMOUNT
E-8010-S030-S65.000 Indirect	E-8010-S030-S57.011 Travel	\$ 4,000.00

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 OAKVIEW JUVENILE REHABILITATION FUND

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfers within fund for the Oakview Juvenile Rehabilitation Fund.

FROM	TO	AMOUNT
E-8010-S030-S65.000 Indirect	E-8010-S030-S57.011 Travel	\$ 4,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE OHIO VALLEY RECYCLING FUND

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

FROM	TO	AMOUNT
E-0820-S039-V07.000 Travel	E-0820-S039-V05.011 Contract Services	\$ 1,000.00
E-0820-S039-V07.000 Travel	E-0820-S039-V12.005 Medicare	\$ 100.00

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 MEDIATION GRANT-COMMON PLEAS FUND

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfers within fund for the Mediation Grant-Common Pleas Fund.

FROM	TO	AMOUNT
E-1573-S074-S01.002 Salaries	E-1573-S074-S02.003 PERS	\$1,000.00

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 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM

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

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salaries	E-1511-W080-P08.005 Medicare	\$ 120.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE TREASURER'S OFFICE/DRETAC FUND

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer of funds within the Treasurer's Office/DRETAC Fund.

FROM	TO	AMOUNT
E-0410-W082-T01.002 Salaries	E-1410-W082-T02.010 Supplies	\$ 2,000.00

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 WAIVED HOSPITALIZATION CHARGEBACKS FOR THE MONTHS OF JUNE, JULY and AUGUST, 2006

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following transfer of funds for Waived Hospitalization for the months of June, July and August, 2006.

FROM		TO	
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	437.50
E-2226-T079-T01.002	WELCOME HOME	R-9891-Y091-Y03.500	0.00
E-2150-H030-H11.000	COUNTY HOME	R-9891-Y091-Y03.500	2,125.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y03.500	0.00
E-9890-Y090-Y14.000	WATER & SEWER	R-9891-Y091-Y03.500	187.50
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	625.00
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	187.50
E-0400-M060-M29.008	JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	187.50
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9890-Y091-Y03.500	187.50
E-0400-M077-M02.008	JUVENILE (Supreme Court)	R-9890-Y091-Y03.500	187.50
E-4110-T075-T52.008	WIC FRINGES 2006	R-9891-Y091-Y03.500	375.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	4,916.66
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,250.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	375.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	375.00
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y03.500	2,687.50
E-1550-S082-S14.006	WESTERN COURT/ HOSP.	R-9891-Y091-Y03.500	0.00
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	0.00
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1511-W080-P07.006	VICTIM ASSISTANCE	R-9891-Y091-Y03.500	0.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	187.50
	TOTAL		14,291.66

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 BELMONT COUNTY GENERAL FUND

Motion made by Mr. Probst, seconded by Mr. Longshaw 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 September 27, 2006.

E-0051-A001-A08.000 Travel & Expenses \$ 1,685.71

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 G050 LODGING EXCISE TAX FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw 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 January 4, 2006.

E-1910-G050-G01.000 Convention Bureau \$ 50,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE ENGINEER'S MVGT FUND K00**

Motion made by Mr. Thomas, 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 September 27, 2006.

ENGINEER'S MVGT FUND K00

E-2813-K000-K30.013 Contract Projects \$51,034.37

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE N41 ISSUE TWO FUND**

Motion made by Mr. Thomas, 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 September 27, 2006.

ISSUE TWO MONIES-N41

E-9041-N041-N10.005 Contract Projects \$341,995.03

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY GENERAL FUND/
NORTHERN COUNTY COURT**

Motion made by Mr. Thomas, 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 September 27, 2006.

**GENERAL FUND
NORTHERN COUNTY COURT**

E-1561-S086-S01.002 Salaries	\$10,382.40
E-1561-S086-S02.003 P.E.R.S.	\$ 517.77
E-1561-S086-S03.006 Hospitalization	\$2,237.72
E-1561-S086-S04.004 Workers' Comp	\$700.00
E-1561-S086-S05.005 Medicare	\$175.00
Total	\$14,012.89

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. Longshaw to execute payment of Then and Now Certification dated September 27, 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. Longshaw	Yes
Mr. Thomas	Yes

**IN THE MATTER OF REQUEST FOR
CERTIFICATION OF MONIES BY THE BUDGET COMMISSION**

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

GENERAL FUND: \$1,685.71 – Paid into R-0050-A000-A45.500 Refunds & Reimbursements on 9/26/06; reimbursement from BCDJFS for Commissioners NACo Conference expenses in Chicago.

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

BCDJFS – Various employees to various trainings and meetings in September and October, 2006. Estimated expenses: \$1,926.86

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Commissioner Probst welcomed all in attendance and thanked them for being present. He again stated that the purpose of taking the meetings on the road is to meet people who may not be able to attend daytime meetings at the courthouse. Shadyside Mayor Dennis Hancock welcomed Commissioners and thanked them for bringing the meeting to Shadyside.

Also present at this meeting were individuals from various county offices and organizations including: Cliff Sligar, Director of Belmont Co. 911; Mickey Wallace, Floodplain Coordinator; Don Pickenpugh of the Engineer’s GIS Department; Dwayne Pielech, Director of Belmont Co. Dept. of Job & Family Services; Bruce Pickens, Director of Belmont Senior Services; Larry Merry, Director of Belmont County Port Authority; Mead Township Trustee Matt Coffland; and representatives of the Neffs Fire Department.

Shadyside resident Beverly Ullom asked the board if they could implement a smoke-free policy for public buildings. She was advised by Commissioner Thomas that current Ohio law does not give counties the authority to do so. However, Ohio law does give cities and villages the power to implement smoking policies.

IN THE MATTER OF APPROVING MINUTES OF SPECIAL BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the minutes of the Belmont County Board of Commissioners SPECIAL meeting of: September 8, 2006.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING CONTRACT WITH CARR CONCRETE CORP./ENGINEER’S PROJECT 06-7 SUPPLY AND INSTALL BRIDGE BEAMS ON CH 56

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into a contract, on behalf of Belmont County Engineer, with Carr Concrete Corporation for Project 06-7 Supply and Install Bridge Beams on CH 56 (Cats Run Road), in the amount of \$122,649.00.

Note: Project funded by OPWC and MVGT

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
 PROJECT 06-7 SUPPLY AND INSTALL BRIDGE BEAMS
 BEL – 56 – 1.65 AND BEL – 56 – 2.67 (Cats Run Road)
 BELMONT COUNTY, OHIO**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 27t day of September, 2006 between **CARR CONCRETE CORPORATION**, P.O. Box 265, Waverly, West Virginia 26184 and Charles Probst, Jr., Mark Thomas and Gordie Longshaw, Commissioners of Belmont County, WITNESSETH that said **CARR CONCRETE CORPORATION** hereby agrees to furnish all labor, material and equipment necessary to supply and install bridge beams and appurtenances on said bridges in accordance with plans and specifications.

Methods of Construction, Composition and Preparation of Materials shall conform to the latest applicable Sections of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All material shall be approved by the County Engineer.

APPROX. QUAN.	ITEM	DESCRIPTION	TOTAL AMOUNT BID
LUMP SUM	515	FURNISH AND INSTALL BOX BEAMS AND OTHER INCIDENTAL WORK, BRIDGE BEL-56-1.65	\$77,017.00
LUMP SUM	515	FURNISH AND INSTALL BOX BEAMS AND OTHER INCIDENTAL WORK, BRIDGE BEL-56-2.67	\$45,632.00
TOTAL			\$122,649.00

And it is further understood and agreed upon by the parties above; that all the materials used shall be of the best kinds usually used for such purposes. That said **CARR CONCRETE CORPORATION** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

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

CARR CONCRETE CORPORATION
 BY: Robert “Burr” Stanley /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAY REQUISITION NO. 3 FOR THE EXIT 215 SEWER PHASE II PROJECT

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve Pay Requisition No. 3 for the Belmont County Commission Exit 215 Sewer Phase II project as follows, based upon the recommendation of David Grum, Project Consultant and Jeffrey A. Vaughn, Project Engineer.

Glen James & Sons \$159,934.90
 Vaughn, Coast & Vaughn, Inc. 7,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING RENEWAL OF IV-D SERVICE CONTRACT WITH ATTORNEY RICHARD MELANKO ON BEHALF OF BCDJFS-CHILD SUPPORT ENFORCEMENT AGENCY

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve and sign the renewal of the IV-D Service Contract with Attorney Richard Melanko, on behalf of the Belmont County Department of Job and Family Services-Child Support Enforcement Agency, in the amount of \$85,000.00 for child support legal services; for the period from August 1, 2006 through July 31, 2007.

Note: 34% Non-Federal Matching Funds: \$28,900 66% Federal Matching Funds: \$56,100

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING CONTRACT WITH JOHN TRIVERI ON BEHALF OF BCDJFS TO PROVIDE TUTORING SERVICES UNDER THE WIA PROGRAM

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into contract with John Triveri, on behalf of Belmont County Department of Job & Family Services, to provide tutoring services under the Workforce Investment Act (WIA) Program, effective one day following the last signature date but not sooner than July 1, 2006, and terminating June 30, 2007; maximum billable amount is \$10,000.00.

Note: The purpose of the tutoring program is to help youth succeed academically by enhancing their basic skills in reading, math, writing, and language and to help them attain the basic skill goals that are established.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES PURCHASE OF SERVICE

This contract to provide tutoring services under the Workforce Investment Act (WIA) Program is made and entered into this 27th day of September, 2006, by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department and John Triveri, hereinafter referred to as Provider. This contract will become effective one day following the last signature date. However, the effective date shall not be sooner than July 1, 2006, and no services shall be provided pursuant to this contract prior to its execution by all parties. The termination date of this contract is June 30, 2007.

The purpose of the tutoring program is to help youth succeed academically by enhancing their basic skills in reading, math, writing, and language and to help them attain the basic skill goals that are established.

The Provider agrees to cooperate with and maintain contact with the Department in tracking, monitoring, and measuring the progress of youth in the tutoring program.

The Provider agrees to maintain any required documentation on the tutoring services provided to the youth and to submit this documentation to the Department as required.

Through the tutoring services, the Provider is responsible for assisting the Department in meeting the applicable youth WIA performance standards, and the Provider's performance under this contract will be measured by the youth's success in attaining their basic skills goals, the Department's success in meeting the performance standards, and by any other performance review conducted by the Department.

- A. Provider agrees that the use or disclosure of any information concerning qualified customers for any purpose not related to the delivery of the purchased services is prohibited except upon written consent of the customer or their guardian.
B. The Provider understands that this written contract supersedes all oral agreements.
C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services and the Belmont County Commissioners in which the Department is located against all liability, loss, damage, and/or related expenses incurred though the provisions under this contract.
D. The Provider agrees that in the performance of this contract there shall be no discrimination against any customer because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to a method of appeal will be made available to all persons served under this contract.
E. In the event the Provider receives an overpayment, Provider agrees to repay the Department the amount to which the Provider is not entitled.
F. This contract may be terminated by the Provider or the Department upon thirty days written notice. Failure to honor terms of this contract and/or related State, Federal, or Local regulations shall result in the immediate termination of this contract. If any of the terms of this contract change, the Provider must notify the Department immediately.
G. In the event that State and/or Federal funding is no longer available to the Department, therefore requiring changes or termination of this contract, such changes or termination will be effective on the date that the State and/or Federal funding is no longer available, or later as otherwise stipulated by the Department.
H. The Department will determine the eligibility of customers for the services provided within this contract.
I. Amendment of Contract: This contract may be amended at any time by a written amendment signed by both parties.
J. Provider must observe all Departmental rules regarding confidentiality.

PAYMENT PROCEDURES

- K. The maximum amount billable by the Provider to the Department is ten thousand dollars (\$10,000.00) at an hourly rate of fifteen dollars (\$15.00) per hour for the provision of tutoring services.
L. The Provider understands that payment for all services provided in accordance with the provisions of this contract depends on the availability of State and/or Federal funds.
M. The Provider agrees to submit time sheets to the Department every two (2) weeks which indicate the hours of tutoring services provided and the total cost of tutoring provided for that period. The Department agrees to review the time sheets and provide reimbursement for services within thirty (30) days of receipt of the time sheets or as soon as the County Auditor processes the payment.
N. Provider warrants that claims made to the Department for payment of services shall be for actual services rendered to eligible customers and do not duplicate claims made by the Provider to other sources of funds for the same service.
O. For this contract, the Provider is considered a vendor or services purchased by the Department which means that an employer-employee relationship does not exist between the Department and Provider. Consequently, the Provider has the sole responsibility for the payment of and record keeping of any and all Federal, State, and/or Local withholdings. The Department will not take any deductions from the Provider's fee for services. Provider must maintain and preserve all related records for a period of three (3) years after final payment. If an audit or other action is started before the end of the three year period, the records must be retained until all issues are resolved or until the end of the three year period, whichever is later.

SIGNATURES

I hereby understand and agree to the terms of this contract.

Dwayne D. Pielech /s/ 09-25-06
Director, Belmont Co. DJFS Date
John Triveri /s/ 09-14-06
Provider Date
Mark A. Thomas /s/ 9-27-06
Belmont County Commissioner Date
Charles R. Probst, Jr. /s/ 9-27-06
Belmont County Commissioner Date
Gordie W. Longshaw /s/ 9-27-06
Belmont County Commissioner Date
Chris Berhalter /s/ 9-21-06
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 APPROVING BELMONT SENIOR

SERVICES 2007 ANNUAL BUDGET

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the Belmont Senior Services 2007 Annual Budget in the amount of \$2,643,256.00 as submitted by Bruce Pickens, Director.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING GRANT AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF DEVELOPMENT FOR THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into a grant agreement with the State of Ohio, Department of Development for the Small Cities Community Development Block Grant (CDBG) Program, Grant No. B-F-06-007-1, for the period of September 1, 2006 through February 28, 2008 in the amount of \$288,000.00.

Note: This is the annual agreement with the State for the CDBG funds to be administered by Belomar.

**STATE OF OHIO
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
COMMUNITY HOUSING IMPROVEMENT PROGRAM
CFDA No. 14.228
GRANT AGREEMENT**

F.T.I. Number: 346000236

Grant Number: B-C-06-007-1

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter variously referred to as the "Grantor"), and **Belmont County Commissioners**, located at **101 West Main Street, St. Clairsville, Ohio 43950**, (hereinafter variously referred to as the "Grantee"), for the period beginning **September 1, 2006** and ending **February 28, 2008**.

BACKGROUND INFORMATION

A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through the Grantor.

B. The Grantor, through its Division of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

C. The Grantee has submitted an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, to the Grantor setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and the Grantor has approved the Projects.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

STATEMENT OF THE AGREEMENT

1. Grant of Funds. The Grantor hereby grants funds to the Grantee in the amount of **Two Hundred Eighty-Eight Thousand Dollars and no cents (\$288,000)** (the "Funds"), for the sole and express purpose of providing for the performance of the **CDBG Community Development Program**, and shall undertake the Projects as set forth in Attachment A, "Scope of Work", which is attached hereto and made a part hereof. The grant of Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. The Grantee shall undertake the Projects and activities as set forth in Attachment A. The Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to the Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Funds. The Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Funds shall be remitted to HUD, as specified by the Grantor. If the Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Funds exceeds the eligible costs of the Projects, the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. The Grantee shall not pledge the Funds as security for any loan or debt of any kind other than that described in this Agreement. The Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. Term. The parties agree that the term of this Agreement shall be as stated in the opening paragraph of this Agreement. The Grantee shall not incur any expenses to be reimbursed with the Funds except during the term of this Agreement.

5. Payment of Funds. Payment to the Grantee of the Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." The Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.

6. Accounting of Funds. The Funds shall be deposited and maintained in a separate account upon the books and records of the Grantee (the "Account"). The Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Failure to comply with this requirement may allow Grantor to withhold payment allocation requests until such compliance is demonstrated.

7. Reporting Requirements. The Grantee shall submit to the Grantor the reports required in Attachment C. The Grantee shall submit to the Grantor a final narrative report detailing the results of the Project and the total expenditure of the Funds. All records of the Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

8. Grantee Requirements. The Grantee shall comply with assurances and certifications contained in the Attachments D and E, which are attached hereto and made a part hereof.

9. Records, Access and Maintenance. The Grantee shall establish and maintain for at least four (4) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports and all other relevant information. The parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowance's, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project, the Grantee shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation.

10. Inspections. At any time during normal business hours upon three (3) days written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Grantor to audit, examine and make excerpts or transcripts from such records.

11. Audits. The Funds shall be audited according to the requirements of OMB Circular A-133. In addition, grantees must follow the guidelines provided in the Office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. All audited Grantees shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period (However, for fiscal years beginning on or before June 30, 1998, the audit, data collection form and reporting package shall be submitted within 13 months after the end of the audit period.) In addition:

- a. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to the Grantor Audit Office:
 - i. The opinion on the financial statements is other than unqualified.
 - ii. The report identifies a material instance of noncompliance.
 - iii. The report identifies a reportable condition or material weakness in internal controls.
 - iv. The report contains a schedule of findings and questioned costs applicable to an OHCP-awarded program.
 - v. The report identifies an instance or indicator of an illegal act that could result in criminal prosecution.
 - vi. The report contains an uncorrected significant finding from a prior related audit.
- b. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP Financial Management Rules and Regulations, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to the Grantor Audit Office. (See the OHCP Financial Management Rules and Regulations Handbook.)
- c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.
- d. The Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. General Accounting Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

12. Equal Employment Opportunity. The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. Prevailing Wage Rates and Labor Standards. In the commission of any project wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations. In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project, Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. Use of Federal Funds. The Grantee acknowledges that this Agreement involves the use of federal funds and as such, are subject to audit by the agency of the United States Government granting the funds to the Grantor for the purposes of performing the work and activities as set forth in Attachment A. The Grantee shall fully indemnify the Grantor for any cost of the Grantee which are disallowed by said federal agency and which must be refunded thereto by the Grantor.

15. Certification of Funds. None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

16. Termination. The Grantor may immediately terminate this agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:

- a. Failure of the Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
- b. Failure of the Grantee to submit reports that is complete and accurate.
- c. Failure of the Grantee to use the Funds for the stated purposes in this Agreement.
- d. Cancellation of the grant of funds from HUD.

17. Effects of Termination. Within sixty (60) days after termination of this Agreement, the Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of the Grantor, unless otherwise directed by the Grantor. After receiving written notice of termination, the Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, the Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

18. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

19. Conflict of Interest. No personnel of the Grantee, any subcontractor of the Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

20. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves any pay any judgments and costs arising out of such negligent acts or omissions and nothing in this Agreement shall impute or transfer any such liability from one to the other.

21. Adherence to State and Federal Laws, Regulations. The Grantee agrees to comply with all applicable federal, state, and local laws, regulations, directives, guidelines, approved state plans, or the Handbook in the performance of the Projects and the Scope of Work. Grantee accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement. The Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

22. Outstanding Liabilities. The Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

23. Falsification of Information. The Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this grant of Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this grant of Funds, the Grantee shall be required to return all Funds immediately pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(E)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than **one hundred eighty (180) days.**

24. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization. If applicable, the Grantee must comply with Ohio Revised Code Section 2909.33 by providing the Grantor a completed certification attesting that it does not provide material assistance to any organization on the U.S. Department of State exclusion list. For further information go to: <http://www.homelandsecurity.ohio.gov>.

25. Miscellaneous.

- a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
- b. Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.
- c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
 - 1. In case of the Grantor, to:
Ohio Department of Development
Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
 - 2. In case of the Grantee, to:
Charles R. Probst Jr., President
Belmont County Commissioners
101 West Main Street
St. Clairsville, Ohio 43950
- f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

GRANTEE:	GRANTOR:
Belmont County	State of Ohio-Department of Development
By: <u>Charles R. Probst, Jr. /s/</u>	By: <u>Bruce Johnson /s/</u>
	Lt. Governor Bruce Johnson
Title: <u>President, Board of Commissioners</u>	Director of Development
Date: <u>09-27-06</u>	Date: _____

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING AND SIGNING
LETTER OF ARRANGEMENT FROM AUDITOR
OF STATE FOR AUDIT SERVICES/OAKVIEW JUVENILE RESIDENTIAL CENTER**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to accept and sign the letter of arrangement from the Auditor of State for audit services in regards to the Oakview Juvenile Residential Center at an estimated cost of \$12,000.00.

Note: Funding for this audit will come from Oakview Juvenile Residential Center Fund S30.

July 25, 2006

Belmont County Commissioners

101 West Main Street
St. Clairsville, OH 43950

Department of Youth Services

Thomas J. Stickrath, Director
51 North High Street
Columbus, OH 43215

Governing Board of Oakview Juvenile Residential Center

67701 Oakview Road
St. Clairsville, OH 43950

This letter of arrangement between the addressees listed above and the Auditor of State sets forth the nature and scope of the services we will provide, the required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services achieve the addressees' objectives.

Summary of Services

Pursuant to your request, we propose to perform the procedures described in the attachment. We will perform these procedures for the date we will specify in our report. We will follow the American Institute of Certified Public Accountants' Attestation Standards for agreed-upon procedures engagements.

The Attestation Standards require the above addressees to consent that our planned procedures are sufficient for their needs. These Standards also specify that we are not responsible for determining the sufficiency of the procedures. However, the attached letter describes procedures we have used in similar engagements, designed to help in the transition of officeholders.

Our responsibilities

We are responsible for completing the procedures you have agreed to, and for reporting any exceptions. We have no responsibility to perform procedures beyond those to which you have agreed. However, if other matters come to our attention indicating potential, significant errors regarding our report's subject matter, we will describe this matter in our report.

You should be aware that a properly executed agreed-upon procedures engagement may not detect errors or fraud that may have occurred relating to the subject matter of our report. For example, we will limit certain procedures to selective testing of data; it is not efficient for us to test every transaction. In selecting transactions for testing, we will use non-statistical sampling methods consistent with Statement on Auditing Standards No. 39. Also, we may use high dollar testing for expenditures and our dollar threshold would be \$5,000. Our engagement will be more limited than would be an audit, the objective of which would be the expression of an opinion on the cash disbursement activity, cash fund balances and equipment subject to your stewardship. Accordingly, we will not express an opinion on your cash disbursement activity, cash fund balances and equipment. We will describe any exceptions we find as a result of our procedures.

Management Representations

Prior to issuing our report, we will request written representations from you acknowledging, to the best of your knowledge and belief, your responsibility for: Safeguarding the cash disbursement activity, cash fund balances and equipment subject to our procedures;

- I. Agreeing to the sufficiency of the procedures for your purpose;

- II. Communicating to us any known matters relating to errors or fraud associated with the cash disbursement activity, cash fund balances and equipment subject to our procedures;
- III. Making all relevant records available to us;
- IV. Other matters for which we may request written representations.

Terms and conditions supporting the engagement fee

As a result of our planning, the addressees and the Auditor of State have agreed to an approach designed to meet the addressees' objectives for an agreed upon fee, subject to the following conditions.

To help meet our mutual objectives, the Oakview Juvenile Residential Center Business Manager and Belmont County Auditor's Office will provide in a timely manner accounting records, schedules and supporting information, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the Oakview Juvenile Residential Center Business Manager and Belmont County Auditor's Office is unable to provide such schedules, information and assistance, the Auditor of State and the addressees will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives. Such revisions will be set forth in the form of the attached "Amendment to Letter of Arrangement."

Except for any changes in fees which may result from the circumstances described above, we do not expect our fees to exceed those listed below.

Fee

We estimate our fees and expenses for the services described above to be **\$12,000.**

Restrictions on using our report

The Attestation Standards require that our report disclose the following:

The report is intended solely for the information and use of the addressees listed above and is not intended to be and should not be used by anyone else.

The Attestation Standards require us to include this language due to concerns that other users may not fully understand the purpose of the report, the nature of the procedures we applied, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, our report becomes a public record under Section 149.43, Revised Code, when copies of the report are filed with the public officers enumerated in the Revised Code. When copies of the report are filed, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. The Attestation Standards do not affect public access to our reports or working papers.

Acceptance of terms

Signing and returning this letter to us indicates you have read this letter and the attachment, and agree with the terms and procedures. If you wish to discuss additional procedures or modification to these procedures or terms, please contact your Auditor of State's Regional Office prior to our commencement of the engagement.

Betty Montgomery

Auditor of State of Ohio
Richard M. Sketel /s/
Richard M. Sketel, CFE
Chief Auditor, Southeast Region

Attachment

ACCEPTED BY:

Mark A. Thomas /s/
Belmont County Commissioner
9-27-06
Date

Gordie W. Longshaw /s/ & Charles R. Probst, Jr. /s/
Belmont County Commissioner
9-27-06
Date

Department of Youth Services

Department of Youth Services

Date
J. Mark Costine /s/ Judge
Judge J. Mark Costine, Belmont County
Juvenile Court
9/22/06
Date

Date
J. Mark Costine /s/
Governing Board of Oakview Juvenile
Residential Center
9/22/06
Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT TO THE FAIR HOUSING BOARD

Motion made by Mr. Thomas, seconded by Mr. Longshaw to appoint Mr. Mark McVey, Mayor of Powhatan Point, to the Fair Housing Board to fill the unexpired term of Mr. Owen Hoffman, effective immediately and terminating December 31, 2006.

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR PERMIT FOR SANDRA KAY CHIO, DBA BABY HUEY'S CARRYOUT GROCERY, PULTNEY TOWNSHIP, BELLAIRE, OHIO

Motion made by Mr. Thomas, seconded by Mr. Longshaw to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a transfer of a liquor permit from William F. Shubat, DBA Baby Hueys Carry Out, 55111 Ann St., Pultney Township, Bellaire, OH to Sandra Kay Chio, DBA Baby Hueys Carryout Grocery, 55111 Ann St., Pultney Township, Bellaire, OH.

Note: This is for a C1 permit: Beer only in original sealed containers for carry out only until one a.m. and a C2 permit: Wine and certain prepackaged mixed drinks in sealed containers for carry out only until one a.m.

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR PERMIT FOR RIESBECK FOOD MARKETS, INC., PEASE TOWNSHIP, BRIDGEPORT, OHIO

Motion made by Mr. Thomas, seconded by Mr. Longshaw to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a transfer of a liquor permit from Riesbeck Realty, Inc. DBA Riesbecks, 56130 National Road, Pease Township, Bridgeport, OH to Riesbeck Food Markets, Inc., DBA Riesbecks 56130 National Road, Pease Township, Bridgeport, OH.

Note: This is for a C1 permit: Beer only in original sealed containers for carry out only until one a.m. and a C2 permit: Wine and certain prepackaged mixed drinks in sealed containers for carry out only until one a.m.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING LEASE AGREEMENT WITH BELMONT-HARRISON VOCATIONAL SCHOOL DISTRICT FOR OFFICE SPACE

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into lease agreement with the Belmont-Harrison Vocational School District for office space in the building known as Belmont County Western Satellite Building for a ten (10) month term commencing September 1, 2006 and ending June 30, 2007, in the amount of \$164.65 per month.

LEASE

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the **Belmont-Harrison Vocational School District, Lessee**, leases to the Lessee, the following premises:

Seven Hundred Forty (740) square feet of office space in the building known as **The Belmont County Western Satellite Building** (former Village of Bethesda School) and located at, 109 Maple Avenue, Bethesda, Ohio 43719. A cost per square foot (\$2.67) will be assigned to Lessee.

For the term of **ten (10) months commencing on September 1, 2006 and ending June 30, 2007** at \$1975.80 per year, payable in equal monthly installments of \$164.65 each, on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio. **Note this is not for an entire year but ten (10) months only.**

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the Written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the Written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. The Lessee understands the rent includes an estimated utility cost of \$1.00 per square foot for the first year of the lease. This amount represents the Lessee's estimated share of electric, water, gas, and fuel costs for a one-year period. An adjustment will be made during the second year of the lease to reflect the actual cost of utilities, as established during the first year of occupancy. In the event of termination of this lease, the same process will apply, resulting in a cash settlement between the parties.
11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
14. Lessee shall share access and use of the gymnasium in accordance with a schedule that is mutually acceptable to other legitimate users.
15. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
16. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
17. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available t law or in equity.
18. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 27th day of September, 2006, at St. Clairsville, Ohio.

The Board of County Commissioners the Lessor

The Belmont-Harrison Vocational School District, Lessee

LEASE AGREEMENT

Belmont County Commissioners

Lessor

Charles R. Probst, Jr. /s/

Charles R. Probst, President

09/27/06

Belmont-Harrison Vocational School District

Lessee

Jeffrey A. Grandstaff /s/

Jeffrey A. Grandstaff

Board President

APPROVED AS TO FORM:

David K. Liberati /s/ Assistant

Belmont County Prosecutor

09-05-06

DATE

Upon roll call the vote was as follows:

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

BREAK TAKEN IN MEETING. COMMISSIONERS WILL RECONVENE THURSDAY, SEPTEMBER 28, 2006 FOR EXECUTIVE SESSION IN THE AFTERNOON.

MEETING RECONVENED THURSDAY, SEPTEMBER 28, 2006, AT 2:00 P.M.

Note: Commissioner Thomas not present.

**IN THE MATTER OF ENTERING EXECUTIVE
SESSION AT 2:00 P.M. WITH EVA LUNDER AND
JASON STANFORD OF DEPT. OF DEVELOPMENT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into executive session with Eva Lunder, Director and Jason Stanford, Assistant Director, Belmont County Department of Development, pursuant to ORC 121.22(G)(2) Property Exception.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE
SESSION AT 2:40 P.M. WITH EVA LUNDER AND
JASON STANFORD OF DEPT. OF DEVELOPMENT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adjourn executive session at 2:40 p.m. with Eva Lunder, Director and Jason Stanford, Assistant Director, Belmont County Department of Development, pursuant to ORC 121.22(G)(2) Property Exception.

Upon roll call the vote was as follows:

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

NO ACTION TAKEN AS A RESULT OF EXECUTIVE SESSION

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:41 P.M.**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adjourn the meeting at 2:41 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 4th day of October, 2006.

_____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr., and Cindi Henry, President and Assistant Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

_____ PRESIDENT

_____ ASSISTANT CLERK