

St. Clairsville, Ohio

July 25, 2007

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, Gordie W. Longshaw and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board. Minutes of the meeting of July 19, 2007, were read, approved and signed.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED, FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING TAPE FOR THIS MEETING DAY.

IN THE MATTER OF ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-AT&T	Misc. phone service/General Fund	395.01
AT&T	New Phone-Greenwood/General Fund	79.99
Belmont Co. Dept. of Job & Family Services	August Mandate Share/General Fund	30,139.08
BP	Fuel-EMA/General Fund	49.77
Charles R. Probst	Reimburse mileage/General Fund	62.30
CDW Government, Inc.	Recording equipment-Magistrate/General Fund	1,306.23
Josiah Fox-Miller Fund	Reimbursement/General Fund	103.71
Kristi Takacs	Typed Transcripts/General Fund	2,801.25
Licking County Coroner's Office	Autopsy-Coroner/General Fund	970.00
Lou W. Nau, Inc.	Unclog drains-Jail/General Fund	1,247.16
Robyn Marshall	Monthly mileage/General Fund	300.00
B-Belmont Co. Sanitary Sewer	Service-Dog Kennel/Dog and Kennel Fund	237.28
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	57.54
Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	101.24
M-Deb Shops	Clothing/Placement II-Juvenile Court Fund	199.67
O-Ohio Dept. of Development	August Loan/Fox Commerce Park/St. Loan Repayment Fund	3,306.63
P-American Electric Power	Service/WWS#1 Revenue Fund	252.19
Staley Communications, Inc.	Pagers-Programming radios-EMA/State Homeland Security Grant Fund	5,304.40
S-Beth Andes, MS, PCC	Contract Services-GS/District Detention Home Fund	1,120.00
Comcast	Internet/Clerk of Courts-Computer Fund	160.00
Crowne Plaza	Hotel for computer conference/Northern Div. Ct. Computer Fund	99.00
Eastern Ohio Regional Wastewater Authority	Sewage Disposal/BCSSD Funds	30,945.15
Indoff	Supplies/BCSSD Funds	51.24
Maximus, Inc.	Software support/Clerk of Courts Computer Fund	3,281.88
Shirts 'n More	Supplies/Oakview Juvenile Rehab District Fund	1,781.00
Technology Services Group, Inc.	Software support/Eastern Div. Ct. Computer Fund	118.00

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 July 25, 2007 as follow:

FUND	AMOUNT
A-GENERAL	\$6,401.14; \$835.04
GENERAL/ATTORNEY FEES	\$1,387.45
GENERAL/EMA	\$2,763.94
GENERAL/SHERIFF	\$9,474.96
K-Engineer MVGT	\$40,693.17; \$1,132.20
H-County Home, Park Health	\$4,176.13
Job & Family, Public Assistance	\$11,433.90; \$5,113.93; \$623.00; \$356.00; \$4,781.35; \$1,539.54; \$3,000.00
Job & Family, WIA	\$2,244.46; \$7,213.34
M-Juvenile Ct. Title IV-E Reimb	\$4,669.51
P-Belmont Co. Sanitary Sewer District	\$1,124.55; \$27,518.43
Special Emergency Planning Fund-LEPC	\$82.92
S-District Detention Home	\$1,884.51
Job & Family, Children Services	\$1,669.64; \$543.44
Oakview Juvenile Residential Center	\$15,629.40
Sheriff Commissary	\$1,137.43
U-Sheriff Reserve	\$687.99

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

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

FROM	TO	AMOUNT
E-0051-A001-A28.000 Comm/Other Exp	E-0131-A006-A25.000 Sheriff/ Housing of Prisoners	\$8,435.00

*For June 2007 outside housing of prisoners

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER
WITHIN THE GENERAL FUND/**

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

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stab Reserve	E-0181-A003-A06.011 Elect Brd/Contrct Serv	\$45,000.00

*For scanners, ESS contract & rent- July & Aug 2007

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/
ENGINEER M.V.G.T. BRIDGE AND CULVERTS AND
COUNTY ENGINEERS BUILDING CONST FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfer between funds from the Engineer M.V.G.T. Bridge and Culverts and County Engineers Building Const. Fund.

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfer Out	R -9002-N002-N08.574 Transfer In	\$ 195,900.00

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
TITLE IV-E REIMB FUND/JUVENILE COURT**

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfer within fund for the Title IV-E Reimb Fund.

FROM	TO	AMOUNT
TITLE IV-E REIMB E-0400-M078-M05.000 Other Exp.	TITLE IV-E REIMB E-0400-M078-M08.075 Advances Out	\$ 8,084.02

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
TITLE IV-E REIMB FUND/JUVENILE COURT**

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfer within fund for the Title IV-E Reimb Fund.

FROM	TO	AMOUNT
TITLE IV-E REIMB E-0400-M078-M05.000 Other Exp.	TITLE IV-E REIMB E-0400-M078-M08.075 Advances Out	\$ 16,998.75

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
WWS#2 E-3701-P003-P31.000 O E Oper	WWS#2 E-3701-P003-P33.007 Unemployment	400.00
WWS#3 E-3702-P005-P31.000 O E Oper	WWS#3 E-3702-P005-P32.007 Unemployment	800.00
SSD#1 E-3704-P051-P05.000 O E Oper	SSD#1 E-3704-P051-P17.007 Unemployment	200.00
SSD#2 E-3705-P053-P15.000 O E Oper	SSD#2 E-3705-P053-P17.007 Unemployment	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 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM**

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

FROM	TO	AMOUNT
E-1511-W080-P09.000 Personnel (SVAA)	E-1511-W080-P01.002 Salaries (VOCA)	\$ 1,757.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE GENERAL FUND/COMMON PLEAS 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 July 25, 2007.

E-0061-A002-B10.000 Travel \$ 100.00

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 GENERAL FUND/MAGISTRATE**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 25, 2007.

E-0063-A002-B25.002	Salaries-Employees	6,534.66
E-0063-A002-B30.000	Other Expenses	<u>300.00</u>
TOTAL		6,834.66

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 GENERAL FUND/MAGISTRATE**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 25, 2007.

E-0063-A002-B25.002	Salaries-Employees	5,627.97
E-0063-A002-B30.000	Other Expenses	<u>2,899.26</u>
TOTAL		8,527.23

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 H005 WORKFORCE DEVELOPMENT FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 25, 2007.

WORKFORCE DEVELOPMENT FUND

E-2600-H005-H01.000	(In-School Youth)	133,318.50
E-2600-H005-H02.000	(Out-School Youth)	57,136.50
E-2600-H005-H03.000	(Adult)	218,202.00
E-2600-H005-H04.000	(Disl. Worker)	203,595.00
E-2600-H005-H05.000	(Admn.)	<u>68,028.00</u>
TOTAL		680,280.00

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 H008 WIA AREA 16 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 July 25, 2007.

WIA AREA 16 FUND

E-2610-H008-H01.000	Belmont Co. DJFS-WIA	680,285.00
E-2610-H008-H02.000	Carroll Co. DJFS-WIA	289,045.00
E-2610-H008-H03.000	Harrison Co. DJFS-WIA	178,162.00
E-2610-H008-H04.000	Jefferson Co. DJFS-WIA	<u>883,136.00</u>
TOTAL		2,030,628.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE ENGINEER'S MVGT-BRIDGE AND CULVERTS FUND**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 25, 2007.

E-2813-K000-K40.074 Transfer Out \$ 195,900.00

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 ENGINEER'S MVGT FUND**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 25, 2007.

E-2812-K000-K16.013	Contracts-Projects Road	\$ 250,000.00
E-2813-K000-K30.013	Contracts-Projects Bridge	<u>\$ 254,100.00</u>
TOTAL		\$ 504,100.00

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 JUVENILE COURT CARE AND CUSTODY FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 25, 2007.

M-60-CARE AND CUSTODY

Salaries (CCAP)	
E-0400-M060-M25.002	\$61,562.62
PERS (CCAP)	
E-0400-M060-M26.003	\$8,184.98
Medicare (CCAP)	
E-0400-M060-M27.005	\$483.62
Worker's Comp (CCAP)	
E-0400-M060-M28.004	\$2,218.03
Insurances (CCAP)	
E-0400-M060-M29.008	\$4,075.38
Other Expenses (CCAP)	
E-0400-M060-M24.000	\$30,000.00
Salaries (Restitution)	
E-0400-M060-M60.002	\$21,655.55
PERS (Restitution)	
E-0400-M060-M61.003	\$2,155.26
Worker's Comp (Restitution)	
E-0400-M060-M62.004	\$834.78
Salaries (Drug Court)	
E-0400-M060-M71.002	\$18,021.34
PERS (Drug Court)	
E-0400-M060-M72.003	\$971.80
Medicare (Drug Court)	
E-0400-M060-M73.005	\$180.88
Worker's Comp (Drug Court)	
E-0400-M060-M74.004	\$793.77
Insurances (Drug Court)	
E-0400-M060-M75.008	\$4,012.21
Other Expenses (Drug Court)	
E-0400-M060-M30.000	\$29,178.24
Grant Holding Account	
E-0400-M060-M50.000	\$17,310.45
TOTAL for M60	\$201,638.91

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 VARIOUS JUVENILE COURT FUNDS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 25, 2007.

FUND	AMOUNT
Salaries (CCAP)	
E-0400-M060-M25.002	\$9.87
Salaries (Restitution)	
E-0400-M060-M60.002	\$4.32
Salaries (Substance Abuse)	
E-0400-M060-M71.002	\$0.56
CCAP Other Expenses	
E-0400-M055-M15.000	\$9.79
Supreme Court	
E-0400-M077-M02.008	\$4.36
Alternative School	
E-0400-M067-M01.002	\$10.03
RMS	
E-0400-M078-M02.008	\$7.98
TOTAL	\$46.91

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE JUVENILE COURT PLACEMENT SERVICES FUND**

Motion made by Mr. Longshaw, 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 July 25, 2007.

M-64 PLACEMENT SERVICES

E-0400-M064-M05.000 Placement Costs \$ 33,280.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE ALTERNATIVE SCHOOL FUND/JUVENILE COURT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 25, 2007.

Fund	Amount
E-0400-M067-M01.002	\$14,767.49
Salaries	
E-0400-M067-M02.003	\$ 1,279.57
PERS	
E-0400-M067-M04.005	\$ 185.61
Medicare	
E-0400-M067-M05.008	\$ 766.08
Insurances	

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 SUPREME COURT FAMILY DRUG COURT FUND**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 25, 2007.

FUND	TITLE	AMOUNT
<i>SUPREME COURT FAMILY DRUG COURT</i>		
E-0400-M077-M01.002	Salaries	\$ 5,698.02
E-0400-M077-M02.008	Fringe Benefits	<u>\$ 2,386.00</u>
TOTAL		\$ 8,084.02

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE COUNTY ENGINEERS BUILDING 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 July 25, 2007.

E-9002-N002-N40.050 Loan Payment \$ 640,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE COUNTY ENGINEERS BUILDING 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 July 25, 2007.

E-9002-N002-N40.050	Loan Payment	\$ 160,000.00
E-9002-N002-N41.051	Interest Payment	<u>\$ 35,900.00</u>
TOTAL		\$ 195,900.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE EMERGENCY OPERATIONS CENTER CONSTRUCTION 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 July 25, 2007.

E-9033-N033-N06.012 Equipment \$ 261.24

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR OAKVIEW JUVENILE REHABILITATION S030 FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 25, 2007.

OAKVIEW JUVENILE REHABILITATION S030

E-8010-S030-S51.002	Salaries	203,265.64
E-8010-S030-S53.000	Medical	7,000.00
E-8010-S030-S54.000	Food	7,500.00
E-8010-S030-S54.000	Food	150.00
E-8010-S030-S55.010	Supplies	350.00
E-8010-S030-S55.010	Supplies	4,000.00
E-8010-S030-S56.000	Motor Vehicle	5,000.00
E-8010-S030-S57.000	Travel & Staff Development	4,000.00
E-8010-S030-S58.000	Communications	6,000.00
E-8010-S030-S59.000	Utilities	25,000.00
E-8010-S030-S60.000	Maintenance & Repair	10,000.00
E-8010-S030-S61.000	Rental	5,000.00
E-8010-S030-S62.000	Printing & Advertising	2,000.00
E-8010-S030-S63.000	General & Other	500.00
E-8010-S030-S64.012	Equipment	0.00
E-8010-S030-S65.000	Indirect Costs	7,000.00
E-8010-S030-S66.003	PERS	23,000.00
E-8010-S030-S67.004	Workers' Compensation	2,000.00
E-8010-S030-S68.006	Hospitalization	26,000.00
E-8010-S030-S69.007	Unemployment Compensation	500.00
E-8010-S030-S70.005	Medicare	3,000.00
E-8010-S030-S71.000	Education/Recreation	1,000.00
E-8010-S030-S71.000	Education/Recreation	42.00
E-8010-S030-S73.000	ACA Accreditation	0.00
E-8010-S030-S74.000	Youth Activity Fund	<u>10,045.92</u>
TOTAL		352,353.56

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR DISTRICT DETENTION HOME S033 FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 25, 2007.

DISTRICT DETENTION HOME

E-0910-S033-S44.003	OPERS/STRS	3,000.00
E-0910-S033-S50.005	Medicare	1,300.00
E-0910-S033-S47.006	Hospitalization	5,000.00
E-0910-S033-S48.007	Unemployment	2,000.00
E-0910-S033-S39.000	Food Service Expenses	6,000.00
E-0910-S033-S61.000	Food Service Expenses/GS	<u>1,470.95</u>
TOTAL		18,770.95

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE COMPUTER EQUIPMENT-FEDERAL GRANT 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 July 25, 2007.

E-1591-T003-T05.013 Renovations To Courtroom \$ 132,139.25

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE COMPUTER EQUIPMENT-FEDERAL GRANT 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 July 25, 2007.

E-1591-T003-T05.013 Renovations To Courtroom \$ 8,250.00

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 PROSECUTOR'S OFFICE
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 25, 2007.

E-1511-W080-P09.000	Personnel	1,757.00
E-1511-W080-P07.006	Hospitalization	255.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CASH ADVANCE OF FUNDS
FOR THE BELMONT COUNTY JUVENILE COURT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following CASH ADVANCE of funds for the Belmont County Juvenile Court as follows:

FROM	TO	AMOUNT
TITLE IV-E REIMB (Random Moments)	SUPREME COURT FAMILY DRUG COURT	
E-0400-M078-M08.075 Advances Out	R-0400-M077-M08.575 Advances In	\$ 8,084.02

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CASH ADVANCE OF FUNDS
FOR THE BELMONT COUNTY JUVENILE COURT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following CASH ADVANCE of funds for the Belmont County Juvenile Court as follows:

FROM	TO	AMOUNT
TITLE IV-E REIMB (Random Moments)	ALTERNATIVE SCHOOL	
E-0400-M078-M08.075 Advances Out	R-0400-M067-M08.575 Advances In	\$ 16,998.75

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. Thomas, seconded by Mr. Longshaw to execute payment of Then and Now Certification dated July 19, 2007, 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. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

OPEN PUBLIC FORUM – Mr. Louis Johnson asked what happened to the bridge in Lafferty. Commissioner Probst said he thought that about 3 months ago it was bid out to have the concrete abutments and casings put in and the steel was ordered with the rest of the work to be done by the Engineer's Department. He also explained they were having trouble getting the steel. Commissioners explained once the bids are opened and the projects are awarded, it is out of the their hands. Mr. Johnson was asked to direct his questions to the Engineer's Department.

Kurt Weinschenker of ESV, 157 E. Main St., St. Clairsville, Ohio stated he has heard about an industrial development film that has been in development for at least two years. He wanted to get it on record that possibly the Commissioners could begin tracking it. His said his company is able to shoot and produce a finished high definition product. Commissioner Thomas suggested he contact Eva Lunder of the Department of Development or Larry Merry of the Port Authority. Mr. Thomas felt the concept was great, but has no information on this subject. He stated the Board relies on the development offices to channel this type of information. Mr. Weinschenker stated he would visit the development offices.

<u>IN THE MATTER OF</u>	[Belmont Co. Commissioners
<u>LAKLYN ESTATES</u>	[Courthouse
<u>RICHLAND TOWNSHIP SEC 33, T-7, R-4</u>	[St. Clairsville, Ohio 43950
	[Date July 25, 2007

Motion made by Mr. Thomas, seconded by Mr. Probst to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Laklyn Estates Subdivision, Richland Township Sec 33, 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
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To: Cindi Henry, F.O., Richland Township Trustees, 118 Overbaugh Ave., St. Clairsville, OH 43950

You are hereby notified that the 8th day of August, 2007, 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/
Clerk of the Board

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

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

IN THE MATTER OF APPROVING APPLICATION FOR USE OF MUNICIPAL STREET FUNDS/VILLAGE OF MORRISTOWN

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the Village of Morristown’s application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$1,000.00, based upon the recommendation of Belmont County Engineer, Fred Bennett, for storm drainage for Church Street (East Church Street to West Church Street). The estimated cost will be \$1,000.00 all of which is from this source.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH REBECCA SAFKO, ON BEHALF OF BCDJFS FOR PROVISION OF WIA 16 SERVICES

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into contract with Rebecca Safko, Consultant, on behalf of Belmont County Department of Job & Family Services, for the provision of Workforce Investment Area (WIA)16 fiscal services, effective August 1, 2007 through July 31, 2008; maximum payment for services is \$21,520.00.

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

Whereas, this contract, entered into on this **18th**, day of **July, 2007**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”), in its capacity as Fiscal Agent for Workforce Area 16, and Rebecca Safko, Consultant (hereinafter “Contractor”), is for the purchase of the performance of the following services: WIA Area 16 fiscal services 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 WIA Area 16 fiscal services. The Purchaser has agreed to use WIA Funds (CFDA # 17.258, #17.259, and #17.260) for the costs incurred under this contract.

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: Rebecca Safko
244 Hazel Drive
Pittsburgh, PA 15228
412-388-0144 or 740-632-4671 cell

III CONTRACT PERIOD

This contract and its terms will become effective on August 1, 2007. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is July 31, 2008. 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.

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Investment Board

The Workforce Investment Board (WIB), as required by the Workforce Investment Act (WIA) is appointed by the county commissioners in each county in Area 16. The WIB membership is as outlined by the WIA and the Ohio Revised Code. The WIB advises the COG approves Area 16 policies and providers.

Youth Council

The Youth Council is a committee of the WIB that advises them on youth workforce issues for Area 16.

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.

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 shall provide the following fiscal services to Workforce Area 16: act as liaison between Area 16 and state and federal monitors and auditors; performance of cash flow forecasting; weekly draw requests; monthly uploads; review County’s funding requests; reconcile funds with counties’ monthly reports; maintain WIA Area 16 fiscal documentation; provide technical assistance to counties as necessary; perform fiscal monitoring in each county; prepare and present fiscal reports to the COG and the WIB; act as liaison between ODJFS, Area 16 and individual counties; assist counties with WIA A-133 audits as needed; assist with WIA Area 16 A-133 audits; maintain fiscal documentation; prepare quarterly One Stop MOU cost sharing invoices; prepare individual county 01992 forms and

monthly detail as requested and other fiscal duties as requested by the fiscal agent; complete close-out procedures; make recommendations on reporting, internal controls, etc., as needed; convene an initial Area Fiscal meeting and subsequent quarterly fiscal meetings; attend and report to the COG and/or WIB quarterly; visit each county at least twice.

2. Contractor must be trained to use the Area Consolidation and Reporting System (ACRS) software. ACRS is used for cash flow forecasts, weekly draw requests, monthly financial uploads, maintaining and monitoring allocations for each WIA funding source and reporting financial information to Area 16. Contractor must develop an understanding of the various reports in ACRS and share the reports with each county in the area by pdf. file each month.
3. 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.
4. 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.
5. 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 agrees to cooperate and collaborate with Rebecca Safko, Consultant, to plan, implement, and monitor services under this contract.
2. Purchaser will pay all costs for services under this contract.
3. Purchaser agrees to maintain communication with Rebecca Safko, Consultant, on the local Workforce Investment Act program and related activities as they apply to all counties in WIA Area 16.
4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide services listed under the above Contractor Responsibilities in a timely and efficient manner necessary for the operation of Workforce Area 16 and its individual counties' WIA programs.

D. Performance Standards

The Purchaser will review the performance of services listed under the above Contractor Responsibilities periodically to assure that all necessary services are being provided as outlined in the contract.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due by 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.

Failure of Contractor to deliver all required invoices 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. 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, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audit or examination. 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 Funds (CFDA # 17.258, #17.259, and #17.260). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$21,520.00**.

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 Workforce Area 16 Fiscal Services.

Rebecca Safko, Consultant, shall provide services listed under Contractor Responsibilities as noted on attached budget, Exhibit A, at the end of this contract. Cost shall not exceed \$21,520.00.

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered, 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 conducting 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.

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 acceptance of closeout report. 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, if applicable.

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

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 in connection with any omission or negligent action.

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.

XL SIGNATURES

Dwayne D. Pielech /s/	7-19-07
Dwayne D. Pielech, Director	Date
Belmont County Department of Job and Family Services	
Mark A. Thomas /s/	7-25-07
Belmont County Commissioner	Date
Gordie W. Longshaw /s/	7-25-07
Belmont County Commissioner	Date
Charles R. Probst, Jr. /s/	7-25-07
Belmont County Commissioner	Date
Rebecca Safko /s/	7-20-07
Rebecca Safko,	Date
Consultant	
Chris Berhalter /s/	7-19-07
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT
BETWEEN BELMONT CO. COMMISSIONERS AND
BAILEY APPRAISAL SERVICES/NEFFS AREA FEMA
HAZARD MITIGATION GRANT PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into agreement between Belmont County Commissioners and Bailey Appraisal Services in the amount of \$24,325.00 for professional services related to the Neffs Area FEMA Hazard Mitigation Grant project, Project Number FEMA-DR-1556.6R-OH, based upon the recommendation of A.C. Wiethe, Project Manager.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is made this 25th day of July, 2007 between Belmont County Commissioners(Owner) and Bailey Appraisal Services (Professional), to provide professional services as described herein.

1. Project and Term of Agreement.

- Project Name: Neffs Area FEMA Hazard Mitigation Grant Program
- Project Number: FEMA-DR-1556.6R-OH
- Owner: Belmont County Commissioners
- Owner Representative: Belomar Regional Council
- Project Manager and Contact Information: A.C. Wiethe, Project Manager, (304) 242-1800 or awiethe@belomar.org

1.1 The Neffs Area Hazard Mitigation Grant Project consists of appraising several properties in the Neffs Area , Belmont County, Ohio.

1.2 Term of Agreement. Professional shall begin providing services upon the effective date of this Agreement or at such later time as directed in writing by Owner. Services shall continue through December 31, 2008, which the parties anticipate will be sufficient time to complete the appraisals.

1.3 Compensation & Payment: The compensation to be paid to Bailey Appraisal Services for services under this Agreement will be a Cost for Service Fixed Fee (See Attached), which will be paid as follows: Owner agrees that for invoices received, payment will follow within 45 days. Invoices submitted must provide a detailed summary of services provided. Payment will only be made after Ohio Emergency Management Agency approval of appraisal(s).

2. Professional Services.

Services will include: Completion of appraisal(s) per the attached Scope of Work.

2.1 Professional agrees to provide services for the Project as described in this Agreement and in accordance with attached proposal. Bruce T. Bailey will be the individual overseeing the Project on behalf of Bailey Appraisal Services.

2.2 Professional acknowledges that the Owner is entering into this Agreement in reliance upon its abilities to perform the services required under this Agreement on a timely basis and consistently with the reasonable standard of care and competence that prevails among appraisers in the State of Ohio.

2.5 At any time Professional believes that professional services in addition to those being provided under this Agreement will be required to achieve the results intended by the parties, Professional will notify the Owner in writing of the nature of the additional service, the scope of the additional service, and the anticipated cost of the additional service. Professional agrees that it will not proceed with any additional services without prior written authorization from the Owner. The parties will negotiate in good faith the fee for additional services. In addition, the Professional will not subcontract for any work without written approval from Owner.

3. Termination. The obligation to provide further services under this Agreement may be terminated by the Owner with or without cause upon ten (10) days written notice. On termination by Owner, Owner shall pay to Professional all amounts owing for services performed up to the date of termination. If there is a dispute as to the amount owing to Professional, Owner shall pay those amounts which are not subject to dispute and place the remainder in a separate account pending resolution of the dispute. In the event of termination by the Owner, with or without fault on part of the Professional, Owner shall have the right to use the drawings and specifications prepared by Professional for completion of the Project.

4. Access to the Site. Unless otherwise specified, Professional will have access to the site for activities necessary for the performance of its services.

5. Insurance. Professional shall maintain during the course of the project proper insurance coverage.

6. Dispute Resolution. It is agreed by both parties that they will attempt to resolve all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement by mediation. This provision can be waived by mutual consent of the parties, the parties recognizing that voluntary mediation requires the commitment and willingness of both parties to engage in the mediation process. In the event the parties are unable to resolve the claim by mediation, the dispute will be litigated in the **Common Pleas Court for Belmont County, Ohio.**

7. Miscellaneous.

7.1 Modifications. Any modifications to this Agreement, including any changes for additional services, shall be in writing signed by both parties.

7.2 Governing Law. This Agreement shall be governed by the law of the State of Ohio.

7.3 Notices. Written notices shall be provided to the parties at the addresses provided herein.

7.4 Owner's Representative. **A.C. Wiethe, Belomar Regional Council, P.O. Box 2086, Wheeling, West Virginia 26003, (304) 242-1800, Fax: (304) 242-2437** is designated by the Owner as its representative for this Project. Any notices or communications required under this Agreement should be directed to the Owner's Representative at the address and fax number provided herein. Professional acknowledges that the Owner is a public authority/agency subject to the laws of the State of Ohio and that some decisions required in connection with the Project may be beyond the scope of authority granted by the Owner to its Representative and may require the approval of the Owner at either a regular or special meeting. The parties agree to consider and work within these limitations in carrying out the Project.

7.5 Federal Requirements. Professional acknowledges that the Project is funded with federal funds through a grant received by Owner from the State of Ohio through the Ohio Emergency Management Agency and agrees to do whatever is required by the terms of that grant in providing services under this Agreement.

OWNER

By: Mark A. Thomas /s/

Title: President,

Date: 7/25/07

Approved as to form only: Chris Berhalter /s/

Prosecutor

Attachments: Scope of Work

Proposal Dated: May 24, 2007

Properties

PROFESSIONAL

By: Bruce T. Bailey /s/

Title: Owner

FID#: 55-0687121

Date: 7/20/07

Date: 7-5-07

Scope of Work: The Appraiser must, at a minimum:

1. Provide an appraisal for the structure meeting the following definition of appraisal: The term *appraisal* means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

2. Appraisal must comply with the following:
 - a. An adequate description of the physical characteristics of the property being appraised. A statement of the known and observed encumbrances, if any, title information, location, zoning, present use and analysis of highest and best use and at least a 5-year sales history of the property.
 - b. All relevant and reliable approaches to value consistent with Federal and federally-assisted program appraisal practices.
 - c. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing and verification by a party involved in the transaction.
 - d. A statement of value of the real property to be acquired.
 - e. The effective date of valuation, date of appraisal, signature, and certification of appraisal.
3. Afford the property owner or the owner's designated representative the opportunity to accompany the appraiser on the inspection of the property. Evidence that the property owner was invited to attend must be provided to the owner to include in the records.

INTENDED USE: These appraisals are to estimate the fair market value of the property, as of the specified date of valuation, for the proposed acquisition of the property for a federally assisted project. This project is part of a hazard mitigation program. Owners of repetitive loss structures in the floodplain will be offered a voluntary buy-out of these structures. The appraisal will be used to determine the amount of the offer.

INTENDED USER: The intended user of this appraisal report is primarily the acquiring agency, but its funding partners shall review the appraisal as part of their program oversight activities.

DATE OF VALUATION: September 7, 2004 (Pre-flood condition)

PROPERTIES:

Attached

Upon roll call the vote was as follows:

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

DISCUSSION HELD – Commissioner Thomas explained the buyout program as follows: Mr. A.C. Wiethe, Project Manager, of Bel-O-Mar, has met with the appraisers. To date, prior to signing the above contract, they have accumulated about 40 comparable sales that they are going to use for market comparisons on the properties that they will be appraising in Neffs. He also met with David Barnes, the lawyer that has been hired to do the title searches. The closings on these transactions will take place at the office that has been set up at the Port Authority building. Good progress is being made on the Neffs Mitigation Project. The work will be done on a piece meal basis. They will probably do five (5) at first to make sure the closings are as flawless as possible, work out any issues that need to be worked out with the owner, see how the drawdowns come in, and see how it goes from there. After buying out the 54 properties in the Neffs/Quincy area, it will become “green space” and no building will be allowed. Mr. Ed Jagucki asked if the people have all been relocated and taken care of. Commissioner Thomas explained that yes, in some way, shape or form the residents of these properties have either completely lost their homes to the flood or those homes have been damaged beyond repair. They have had to make other arrangements for housing. These properties have been vacant since the floods. Mr. Thomas reiterated to Mr. Jagucki that the county will own the property, but will not sell the property to a private individual to build upon since it is in a flood plain. The purpose of the entire mitigation project is to prevent structures being subject to another flood. Commissioners Thomas and Probst noted the property could be leased for use as vegetable or flower gardens. No structure will be built upon this land for private or county use. Mr. Jagucki asked about the people that have chosen to stay there. Commissioner Thomas advised that those that stay will stay at their own risk and assume their own personal risk with either their insurance company and/or their lender. Those that participate in the program will get a fair market value for their property based upon an appraisal as it stood before the flood. Mr. Louis Johnson asked if the money in the above motion was reimbursable by FEMA. Commissioner Thomas explained, “These are FEMA monies and it does not entail any general fund money, nor does the entire program at this point.” Commissioner Probst noted the county had a local match of \$685,000 which was from the Revolving Loan Fund from State of Ohio. Mr. Probst also stated it is not a loan to the county and will not have to be paid back. Mr. Probst said he thought it important to note that Belmont County stepped ahead of other counties in Ohio to get FEMA money for this project, primarily with commissioners networking with state officials. “If you don’t get this done in a timely manner, you lose the FEMA monies and the buyout does not occur,” said Commissioner Probst. It was again clarified that NO general fund monies were used.

11:00 Agenda Item: Doc Householder, Executive Director, Belmont County Tourism Council

Re: Quarterly Report

Doc presented his quarterly report for the months of April, May and June, 2007, to the Board. Among the events and projects planned are the following: The Rubberneck Tour will be held Sunday, October 14; board members took a driving tour of the county looking at possible barns for quilt squares to be painted; all county motels were visited and given brochures, with all reporting business as good; many calls have been received about Jamboree In The Hills and the James E. Carnes Center.

Commissioner Thomas reminded Doc that the Park Board needs to submit a budget for a Director (for the Carnes Center) along with other expenses. “We need to know how much money is needed to operate the facility.” Commissioner Thomas thanked Doc for doing a good job.

DISCUSSION HELD –Commissioner Thomas explained that Change Order #1 from Colaianni Construction has been received for additional drilling due to soil issues at the jail expansion site. After a brief discussion, the board decided to hold on paying the same until some inquiries are made regarding the same.

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the minutes of the Belmont County Board of Commissioners regular meeting of: June 27, 2007.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:18 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn the meeting at 11:18 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 1st day of August , 2007.

_____ COUNTY COMMISSIONERS

We, Mark A. Thomas and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

_____ PRESIDENT

_____ CLERK