

St. Clairsville, Ohio

June 13, 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 June 6, 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	Telephone service/General Fund	331.56
Dell Marketing	New computer-Commissioners/General Fund	1,068.09
Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
Linda S. Jurco	Typed Transcript-Court of Appeals/General Fund	41.25
Municipal Utilities	Misc. Service/General Fund	8,778.77
B-AT&T	Service-Dog Kennel/Dog and Kennel Fund	286.77
Crossroads Counseling	May services-Western Div. Ct./Indigent Drivers Alcohol Fund	1,579.18
Crossroads Counseling	May services-Northern Div. Ct./Indigent Drivers Alcohol Fund	1,737.79
Crossroads Counseling	May services/Eastern Div. Ct./Indigent Drivers Alcohol Fund	849.01
C-Hanlon, Duff, Estadt & McCormick	Attorney fees/Indigent Guardianship Fund	851.84
K-Tri-Valley Equipment Sales	Carwash invoice/Engineer MVGT Fund	65.00
M-Mary Lyle	Mileage/Intake Coordinator-Juvenile Court Fund	184.23
Walmart	Vehicle supplies/General Fund and Title IV-E Reimb Fund	416.86
N-Lowe's	Supplies-Parsonage/Thoburn/Probation Officers Fund	126.27
P-Times Leader	Advertising/BCSSD Funds	349.26
Tri-Co. Water Authority	Purchased Water/BCSSD Funds	768.71
S-Beth Andes, MS, PCC	Contract services-GS/District Detention Home Fund	1,295.00
Comcast	Internet/Northern Div. Court Computer Fund	140.41
ERB Electric	Repair to key pad/Western Div. Ct. Gen. Special Projects Fund	384.55
Mark Clark	Restitution-Juvenile Court/Restitution Fund	115.00
McGhee & Co.	Supplies/Northern Div. Ct. Gen. Special Projects Fund	772.17
T-Chase Bank	CDBG Funds	9,941.00
Chase Bank	CDBG Funds	13,400.00
Chase Bank	CDBG Funds	31,469.00
Chase Bank	CDBG Funds	102,701.00

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 June 13, 2007 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$3,548.80; \$4,027.41; \$4,836.54; \$4,633.09
GENERAL/ATTORNEY FEES	\$24,931.55
GENERAL/CHEST CLINIC	\$83.87
GENERAL/SHERIFF	\$533.96; \$23,223.66
GENERAL/911	\$1,082.18
E-911	\$8,706.00
H-Job & Family, CSEA	\$23,367.40
Job & Family, Public Assistance	\$1,031.77; \$20,000.00; \$2,477.73; \$538.00; \$8,085.73; \$8,691.20; \$5,305.34; \$59,769.24; \$26,337.00; \$9,504.57
Job & Family, WIA	\$68,703.69; \$39,194.51; \$164,452.45
K-Engineer MVGT	\$1,833.00; \$30,130.87
M-Juvenile Court – Placement II	\$302.48
P-Belmont Co. Sanitary Sewer District	\$5,485.67; \$1,269.41; \$440.14; \$1,625.47
Oakview Admin. Bldg.	\$1,231.71
S-Children Services	\$441.75; \$95,007.68
District Detention Home	\$8,836.18; \$4,505.50
Oakview Juvenile Residential Center	\$1,608.40
Port Authority	\$2,060.89
Sheriff Commissary	\$851.90
U-Sheriff Reserve	\$1,655.98

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 GENERAL FUND/COMMON PLEAS COURT

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

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0061-A002-B05.000 Probation	E-0061-A002-B02.002 Salaries	\$ 2,080.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN THE BELMONT COUNTY GENERAL FUND/SHERIFF DEPT.

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer within the Belmont County General Fund/Sheriff Dept.

FROM	TO	AMOUNT
E-0131-A006-A19.000 Clothing	E-0131-A006-A17.012 Cruisers	\$ 10,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE BELMONT COUNTY DOG AND KENNEL FUND

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfer of funds within the Belmont County Dog and Kennel fund.

FROM	TO	AMOUNT
E-1600-B000-B03.010 Supplies	E-1600-B000-B08.003 PERS	\$ 312.10

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-2510-H000-H09.000 Facilities	E-2510-H000-H14.007 Unemployment Comp	\$ 20,000.00

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 BELMONT COUNTY SANITARY SEWER DISTRICT

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

FROM	TO	AMOUNT
SSD#2	SSD#2	
E-3705-P053-P16.074 OE Trans Out	E-3705-P053-P14.000 OE Employees	\$ 2,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE 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.S60.000 Maintenance	100.63
E-8010-S030-S62.000 Printing	E-8010-S030.S60.000 Maintenance	466.90
E-8010-S030-S56.000 Motor Vehicle	E-8010-S030.S60.000 Maintenance	670.40
E-8010-S030-S73.000 ACA	E-8010-S030.S60.000 Maintenance	805.00
E-8010-S030-S70.005 Medicare	E-8010-S030.S60.000 Maintenance	1,100.00
E-8010-S030-S69.007 Unemployment	E-8010-S030-S60.000 Maintenance	933.13
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S60.000 Maintenance	24.96
E-8010-S030-S66.003 PERS	E-8010-S030-S60.000 Maintenance	1,800.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS-MAY AND JUNE 2007

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following transfer of funds for Hospitalization Chargebacks for May and June 2007.

FROM	TO	AMOUNT
E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y01.500	557.28
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y01.500	6,769.94
E-0056-A006-E11.006 911 FUND	R-9891-Y091-Y01.500	12,791.67
E-0181-A003-A11.000 BD OF ELECTIONS	R-9891-Y091-Y01.500	10,214.29
E-0041-A002-H05.006 PROBATION OFFICER	R-9891-Y091-Y01.500	557.28
E-0910-S033-S47.006 DETENTION HOME	R-9891-Y091-Y01.500	21,935.69
E-1210-S078-S14.006 COUNTY RECORDER	R-9891-Y091-Y01.500	718.37
E-1310-J000-J06.000 REAL ESTATE	R-9891-Y091-Y01.500	
E-1410-W082-T07.006 DRETAC-TREAS	R-9891-Y091-Y01.500	
E-1511-W080-P07.006 PROS-VICTIM	R-9891-Y091-Y01.500	1,942.43
E-1520-S077-S04.006 CORRECTIONS ACT	R-9891-Y091-Y01.500	1,396.56
E-1600-B000-B13.006 DOG & KENNEL	R-9891-Y091-Y01.500	2,729.80

E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	5,272.58
E-2150-H030-H11.000	PARK HEALTH CENTER	R-9891-Y091-Y01.500	96,202.22
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	2,930.78
E-2410-S066-S80.000	DEVELOPMENTAL DISAB.	R-9891-Y091-Y01.500	87,455.69
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	140,174.56
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	11,588.64
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,364.90
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	1,467.14
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	35,863.08
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	12,677.43
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	1,257.65
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	7,064.93
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	16,627.93
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,396.56
	WATER DEPARTMENT		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	4,493.22
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	13,627.53
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	3,124.51
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	2,763.66
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	519.17
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	183.30
	COUNTY HEALTH		
E-2210-E001-E15.006		R-9891-Y091-Y01.500	9,516.67
E-2214-F076-F01.002	PH infrastructure	R-9891-Y091-Y01.500	1,886.22
E-2215-F077-F01.002	Family Planning	R-9891-Y091-Y01.500	561.42
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	345.43
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	735.58
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	36.28
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	1,257.65
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	545.87
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	1,364.90
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	545.87
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	2,011.43
	TOTALS		524,476.11

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR MAY 2007**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of May 2007.

GROSS WAGES P/E 05/12/07 thru 05/26/07

GENERAL FUND

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	7,481.96
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	735.26
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	312.18
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,024.63
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,761.88
CO. CT. PROBATION	E-0041-A002-H03.003	R-9895-Y095-Y01.500	326.10
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,098.14
COMM-LAW LIBRARY	E-0053-A013-A02.003	R-9895-Y095-Y01.500	333.32
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	900.68
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	5,072.43
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	4,798.56
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	3,555.26
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,381.04
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,334.64
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,977.99
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,553.12
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	5,196.14
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	2,527.20
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	7,531.37
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,781.36
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	784.38

SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	1,791.47
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,394.86
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,670.12
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	69.25
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>405.53</u>
			73,798.87
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,994.81
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	238.02
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	685.20
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	379.67
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
Women's Health	E-2217-F079-F01.002	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	781.17
PARK HEALTH CENTER	E-2150-H030-H08.003	R-9895-Y095-Y01.500	27,500.86
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	69.25
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,164.24
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	12,954.46
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,566.16
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,495.80
Care and Custody-Restitution	E-0400-M060-M61.003	R-9895-Y095-Y01.500	287.81
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	656.94
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	576.43
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	660.63
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	675.39
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	111.60
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,260.78
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,296.31
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	6,586.61
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,677.12
DEVELOPMENTAL DISAB.	E-2410-S066-S76.003	R-9895-Y095-Y01.500	30,584.63
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	488.84
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	555.03
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,845.92
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	117.52
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	117.52
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	134.64
COMMON PL. CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	1,972.11
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	199.22
Welcome Home	E-2226-T079-T01.002	R-9895-Y095-Y01.500	192.06
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	577.12
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	440.06
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	5,566.51
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	531.22
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	1,927.28
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	270.13
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	26.16
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	59,795.40
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	<u>5,078.72</u>
			261,951.81

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 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 June 13, 2007.

E-0063-A002-B25.002	Salaries-Employees	1,105.00
E-0063-A002-B27.012	Equipment	1,790.91
E-0063-A002-B29.004	Workers Comp	1,000.00
E-0063-A002-B30.000	Other Expenses	<u>2,006.98</u>
TOTAL		5,902.89

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 June 13, 2007.

E-0063-A002-B25.002	Salaries-Employees	3,222.86
E-0063-A002-B28.003	PERS	400.00
E-0063-A002-B30.000	Other Expenses	<u>1,866.32</u>
TOTAL		5,489.18

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE GENERAL FUND/SHERIFF**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 13, 2007.

E-0131-A006-A20.000	False Alarm	700.00
E-0131-A006-A23.000	Background Checks	221.00
E-0131-A006-A24.000	E-SORN	70.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE ENGINEER'S ROAD AND BRIDGES 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 June 13, 2007.

E-1655-D000-D05.013	Contract Projects	\$ 250,000.00
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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 H004 BELMONT CO. FLOOD DISASTER GRANT FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 13, 2007.

BELMONT COUNTY		
FLOOD DISASTER GRANT FUND H004		
E-2530-H004-H07.000	Other Exp.	\$ 68,703.69

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 ROADS FUND &
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 June 13, 2007.

E-2812-K000-K12.000	Materials	\$ 2,169.79
E-2812-K000-K16.013	Contracts-Projects	\$ 9,845.83
E-2813-K000-K26.000	Materials	\$ 327.15

**Note: These are carry over purchase orders closed.*

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 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 June 13, 2007.

Fund	Amount
CCAP – JUV COURT	
E-0400-M055-M15 C-CAP Expenses	36.70
INTAKE COORDINATOR – JUV CT	
E-0400-M062-M01.000 Intake Coordinator Expenses	2,236.00
DRUG COURT DONATIONS	
E-0400-M072-M05.000 Other Expenses	100.00

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 JUVENILE COURT ALTERNATIVE SCHOOL 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 June 13, 2007.

M-67-ALTERNATIVE SCHOOL

E-0400-M067-M01.002	Salaries	\$ 405.00
E-0400-M067-M02.003	PERS	\$ 400.00

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 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 June 13, 2007.

E-9033-N033-N06.012	Equipment	\$ 5,453.32
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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 COMMISSARY FUND S00/SHERIFF'S DEPARTMENT**

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 June 13, 2007.

SHERIFF'S DEPARTMENT / COMMISSARY FUND S00

E-5100-S000-S01.010	Supplies	\$ 4,148.30
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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 CONCEALED HANDGUN LICENSE FUND S01/SHERIFF'S DEPARTMENT**

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 June 13, 2007.

SHERIFF'S DEPARTMENT / CONCEALED HANDGUN LICENSE FUND S01

E-5101-S001-S06.000	License Issuance	\$ 723.50
E-5101-S001-S07.012	Equipment	\$ 708.50
Total		\$ 1,432.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR OAKVIEW JUVENILE REHABILITATION S030 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 June 13, 2007.

OAKVIEW JUVENILE REHABILITATION S030

E-8010-S030-S54.000	Food	120.00
E-8010-S030-S74.000	Youth Activity Fund	65.00
TOTAL		185.00

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 BEL-HARRISON JUVENILE DISTRICT DETENTION HOME-SARGUS FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 13, 2007.

Bel-Harrison Juvenile District / Detention Home-Sargus Fund S033

E-0910-S033-S33.002	Salaries	34,000.00
E-0910-S033-S44.003	OPERS/STRS	4,000.00
E-0910-S033-S50.005	Medicare	500.00
E-0910-S033-S47.006	Hospitalization	25,500.00
E-0910-S033-S35.000	Materials	3,000.00
E-0910-S033-S34.010	Supplies	5,000.00
E-0910-S033-S37.000	Contract Repairs	4,000.00
E-0910-S033-S38.011	Contract Services	13,000.00
E-0910-S033-S39.000	Food Service Expenses	4,000.00
E-0910-S033-S61.000	Food Service Expenses/GS	4,000.00
E-0910-S033-S65.011	Contract Services/GS	20,942.17
E-0910-S033-S67.000	Travel & Training/GS	3,000.00
E-0910-S033-S69.000	Activities/GS	1,500.00
E-0910-S033-S70.000	Contingency Fund/GS	300.00
TOTAL		122,742.17

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 S070 IN HOME CARE LEVY-COMM ON AGING**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 13, 2007.

S070 – IN HOME CARE LEVY-COMM ON AGING
E-5005-S070-S05.011 CONTRACT SERVICES \$ 8,797.00

**Note: This was insurance reimbursement for Belmont Senior Services 2003 Pontiac Vibe. Date of Loss – 11/09/06. This vehicle was purchased with levy funds.*

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 dates of April 18, 2007 and June 13, 2007.

E-1591-T003.T05.013 Renovations To Courtroom \$ 39,241.75

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 CDBG FUND T11**

Motion made by Mr. Longshaw, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 13, 2007.

E-9702-T011-T01.000 CDBG Grant/Formula \$ 31,469.00
Drawdown #349 Grant B-F-05-007-1
E-9702-T011-T01.000 CDBG Grant/Formula \$ 102,701.00
Drawdown #350 Grant B-F-06-007-1
E-9702-T011-T03.000 CDBG Chip Grant \$ 13,400.00
Drawdown # 351 Grant B-C-05-007-1

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE SHERIFF'S RESERVE ACCOUNT**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 13, 2007.

E-9710-U010-U06.000 Other Expenses \$ 226.00

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Thomas Yes
Mr. Longshaw 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 June 6, 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

**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 meetings and trainings in June and July, 2007. Estimated expenses: \$691.92.

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

CDBG FUND - \$13,400.00 paid into R-9702-T011-T05.501 CDBG – Grant CHIP on June 11, 2007, Draw No. 351, Grant #B-C-05-007-1.
\$102,701.00 paid into R-9702-T011-T01.501 CDBG – Grant FORMULA on June 8, 2007, Draw No. 350, Grant #B-F-06-007-1.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Among those present to honor Mr. Cliff Sligar on his retirement as Director of Belmont County 911 included the following: Mrs. Sherry Sligar, Darlene Pempek, Allan Ketzell, Don Pickenpaugh, Ed Polli, Times Leader and Mike Bianconi.

**IN THE MATTER OF ADOPTING RESOLUTION
HONORING CLIFF SLIGAR ON HIS RETIREMENT
AS DIRECTOR OF BELMONT COUNTY 911**

Motion made by Mr. Thomas, seconded by Mr. Probst to adopt the resolution in honor of Cliff Sligar on his retirement as Director of Belmont County 911.

**Resolution In Honor of Cliff Sligar On His Retirement
As Director of
Belmont County 911**

Whereas, Mr. Sligar was appointed the first Director of the Belmont County 911 in 1995 and his duties included formulating, planning, organizing, staffing and directing the operations of the original Belmont County 911 Communications Center; and
Whereas, Mr. Sligar was responsible for the implementation of the E911 System for the entire county, including the Master Street Address Guide (MSAG); and
Whereas, he designed and implemented the 800 Mhz Radio System for all law enforcement, fire and EMS departments;
Whereas, under his direction the agency implemented the Computer Aided Dispatch as part of the E911 System; and
Whereas, most recently Mr. Sligar oversaw the implementation Wireless E911 which allows for the tracking of emergency cell phone calls in Belmont County; and
Whereas, due to the excellent leadership and continued dedication of Mr. Sligar and with the support of his employees and the Belmont County 911 Board, Belmont County possesses one of the finest E911 Centers and Communication Systems in the state;
Now therefore be it resolved, the Board of Belmont County Commissioners, on behalf of all county residents, wishes to extend its deepest gratitude to Mr. Sligar for a job well done and offer sincere wishes for a long, healthy and happy retirement.
Adopted June 13, 2007

Upon roll call the vote was as follows:

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

Commissioner Thomas read the Resolution in honor of Cliff Sligar noting it just hits some of the highlights of Mr. Sligar’s career. He said there is not enough paper to express the appreciation for all that he has accomplished. Mr. Thomas spoke of Cliff’s tireless dedication and the fact that he went above and beyond what the Commission could have ever imagined. “We are the envy of many 911 Centers,” remarked Commissioner Thomas.

Commissioner Probst told Cliff that he knows personally that he has gained the respect of every fire department and every law enforcement personnel in Belmont County. Mr. Probst said, “the level of communication is now at the top. Cliff, his board and staff undertook a major task to build the communication center from the ground up, hire and train employees and find tower sites. The system held up during the worst county disaster ever in 2004.” Mr. Probst credited Cliff and his staff for the state of the art system. “We congratulate you on your retirement, but we surely hate to see you go,” said Commissioner Probst.

Commissioner Longshaw spoke of the harmony Cliff brought to all the various fire departments, EMA and others in the county. “You’ve got my respect,” noted Mr. Longshaw.

Cliff gave credit to his wife Sherry, his assistant Robyn Marshall, former Clerk Darlene Pempek, and his staff stating he couldn’t have done it without them.

**IN THE MATTER OF AWARDING BID FOR ENGINEER
PROJECT 07-6 RESURFACING CO. HWY 14 & 56**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to award the bid for Belmont County Engineer Project 07-6 Resurfacing County Highways 14 & 56 to Lash Excavating & Paving, Inc. in the amount of \$245,542.41, based upon the recommendation of Fred Bennett, County Engineer.

Note-Funding Source: Permissive Sales Tax

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION
AUTHORIZING PARTICIPATION IN ODOT
CONTRACT FOR SODIUM CHLORIDE (ROCK SALT)
BELMONT COUNTY ENGINEER’S DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Probst to adopt the resolution authorizing the Belmont County Engineer to participate in the Ohio Department of Transportation’s Contract for the purchase of sodium chloride (rock salt) for a one-year period effective from date of award.

OHIO DEPARTMENT OF TRANSPORTATION

Office of Contracts
Purchasing Services
Sodium Chloride (Rock Salt)
Contract 18

DATE SUBMITTED : _____

RESOLUTION/ORDINANCE as adopted for sodium chloride requirements for purchase. Effective period: twelve months from date of award, inclusive.

Whereas, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles;

Now Therefore, Be it Ordained, Intending to Be Legally Bound That Fred F. Bennett, P.E., P.S. Hereby Requests Authority in the Name of Belmont County Engineer

To Participate in the Ohio Department of Transportation’s Contract for Sodium Chloride and Agrees:

- 1) To purchase a minimum of 50 percent up to 150 percent of the estimated salt tonnage requirements indicated below, exclusively from the vendor awarded the sodium chloride contract for the county in which said political subdivision is located.
- 2) To be bound by the terms and conditions of the contract
- 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract.

- 4) To hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in a contract pursuant to Ohio Revised Code Section 5513.01(b)

MINIMUM ORDER = 1 TRUCKLOAD/22 TONS WITHOUT PILER OR 200 TONS WITH PILER

STOCKPILE LOCATIONS	STOCKPILE CAPACITY	TONS REQUIRED (EST)
Roscoe Road Garage		2,000
Neffs Garage		1,000
Tacoma Garage		500

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor shall invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

Mark A. Thomas /s/ June 13, 2007

Authorized Signature and Title Date

Mark A. Thomas President, Belmont County Commissioners

Print Exactly as Signed Above

Belmont

County Location

County Government

Political Subdivision

101 West Main Street

Street

St. Clairsville, Ohio 43950-1260

City State Zip +4

Walter David Sloan (740) 695-1580

(Contact Name Responsible for Ordering Salt) (Phone Number)

Note: This Participation Agreement must be received by the Ohio Department of Transportation, Office of Contracts, Purchasing Services, prior to the mailing of Invitation 018 each year.

Fax copy to 614-728-2078

Mail original to:

The Ohio Department of Transportation

Office of Contracts, Purchasing Services

Attention: Tom Short, Purchasing Coordinator

1980 West Broad Street, 1st floor

Columbus, Ohio 43223

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR CARPET REMOVAL, INSTALLATION AND DISPOSAL/BELMONT COUNTY JAIL ADMINISTRATIVE OFFICE AREA/BUILDINGS & GROUNDS

Motion made by Mr. Thomas, seconded by Mr. Longshaw to award the bid for carpet removal, installation and disposal at the Belmont County Jail Administrative Office area to the low bidder, Carpeting Unlimited of Wheeling, WV, in the amount of \$27,900.00, based upon the recommendation of Jack Regis, Belmont County Facilities Manager.

Upon roll call the vote was as follows:

Mr. Thomas Yes
 Mr. Longshaw Yes

Commissioner Probst stated he had questions concerning the awarding of the bid. After a brief discussion the board decided to hold on this issue.

***NOTE: COMMISSIONER THOMAS WITHDREW THE MOTION TO AWARD THE BID.**

IN THE MATTER OF SIGNING AND APPROVING CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN

Motion made by Mr. Thomas, seconded by Mr. Probst to sign and approve the Certificate of County-Wide Cost Allocation Plan for Belmont County ending December 31, 2006.

Note: Belmont County contracts with Maximum Inc. to prepare the cost allocation plan which establishes the allowable costs that can be charged back to departments with funding sources outside the general fund. The General Fund recoups over \$530,000.00 annually through the cost allocation plan.

Upon roll call the vote was as follows:

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

IN THE MATTER OF SIGNING AND ACCEPTING THE LETTER OF ARRANGEMENT BETWEEN AUDITOR OF STATE AND COMMISSIONERS FOR BELMONT CO. JUVENILE COURT SPECIAL AUDIT

Motion made by Mr. Thomas, seconded by Mr. Probst to sign and accept the Letter of Arrangement between the Auditor of State and the Belmont County Commissioners dated April 16, 2007 for the Belmont County Juvenile Court Special Audit.

Note: Estimated cost not to exceed \$25,000

Mr. Mark A. Thomas

Mr. Gordon Longshaw

Mr. Charles R. Probst, Jr.

Belmont County Commissioners

101 West Main Street

St. Clairsville, Ohio 43950

Re: Belmont County Juvenile Court

Special Audit-Letter of Arrangement

This letter of arrangement between the Belmont County Commissioners and the Auditor of State ("AOS") sets forth the nature and scope of the services we will provide during the special audit of the Belmont County Juvenile Court, the County's required involvement and assistance in support of our services, and other terms and conditions designed to ensure that our professional services achieve our mutual objectives.

Summary of services

We will perform the procedures described below for the period January 1, 2003 through March 24, 2006 ("the Period"). Our engagement will be performed in accordance with the Quality Standards for Inspections established by the President's Council on Integrity and Efficiency (January 2005).

The following summarizes the procedures we will perform during the special audit:

- 1. Determine the quantity, amount, nature, source, purpose and permissibility of transfers between juvenile court funds for the period January 1, 2005 to March 24, 2006.
2. Determine the quantity, amount, nature, source, purpose and permissibility of advances between juvenile court funds for the period January 1, 2005 to March 24, 2006.
3. Determine whether juvenile court expenditures were for a proper public purpose and paid from an allowable fund for the period January 1, 2005 to March 24, 2006.
4. Determine whether the former grant administrator was compensated in accordance with provisions authorized and approved by the Juvenile Court for the period January 1, 2003 through March 24, 2006.
5. Determine whether receipts due the Court, specifically from the Intake & Diversion Program and the Restitution & Community Service Program were deposited and accounted for during the period January 1, 2004 through March 24, 2006.

At the conclusion of our engagement, we will issue a Special Audit Report detailing the results of our procedures. This report will relate only to the items specified and will not extend to any financial statements of the County as a whole.

Our responsibilities

We are responsible for completing the procedures and for reporting any exceptions. We have no responsibility to perform procedures beyond those described above. However, if other matters come to our attention indicating potential findings for recovery, federal questioned costs, or significant noncompliance with contract provisions, grant agreements, or local, state and federal laws or regulations, we may determine that additional procedures are required. A description of the additional procedures and the results of applying those procedures will also be included in our report. Additional procedures applied will be included as an amendment to this letter of arrangement.

Access to records

The County will provide in a timely manner accounting records, schedules and supporting information as requested during the engagement and if requested, assist in obtaining necessary records for other parties. We also require your timely communication of all significant accounting and financial reporting matters related to the special audit, as well as any working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances.

You should recognize that the Auditor of State has the statutory authority to issue subpoenas for records and documents necessary to complete the engagement. Should we incur significant costs associated with subpoenaing such documents, the costs of such process may be billed to you over and above the engagement fee stated in this letter of arrangement.

Public access to our report

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.

Engagement fee

We estimate the cost to perform the procedures outlined in this letter will not exceed \$25,000. We will notify you if we believe that we will exceed our original estimate. You should recognize that the Auditor of State has the statutory authority to proceed with this special audit even if you do not agree to the cost estimate. The estimated fee does not include charges incurred by the AOS, if necessary, in association with the issuing of subpoenas for records required to complete the special audit.

Acceptance of terms

Signing and returning this letter to us indicates you have read this letter and agree with the terms and procedures. If you wish to discuss additional procedures or modifications to these procedures, please contact Rick L. Carpenter, Senior Audit Manager, Audit Division, or myself at (800) 282-0370.

Sincerely,
Mary Taylor, CPA
Auditor of State
Kevin Saionzkowski
Chief Auditor
Special Audits Section

This Letter of Arrangement between the Auditor of State and the Belmont County Commissioners, dated April 16, 2007, is accepted by:

Mark A. Thomas /s/ 6/13/07
Mark A. Thomas, Commissioner Date
Gordon Longshaw /s/ 6/13/07
Gordon Longshaw, Commissioner Date
Charles R. Probst, Jr. /s/ 6/13/07
Charles R. Probst, Jr., Commissioner Date

Joseph A. Pappano, County Auditor Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING LETTER OF ARRANGEMENT WITH AUDITOR OF STATE'S OFFICE FOR SERVICES TO BE PERFORMED REGARDING 2006 BELMONT COUNTY AUDIT

Motion made by Mr. Thomas, seconded by Mr. Probst to sign and accept the Letter of Arrangement between Belmont County and the Auditor of State for services to be performed regarding the 2006 Belmont County Audit at an estimated cost of \$87,000.00 and an expected completion date of June 30, 2007.

April 9, 2007

The Honorable Joseph Pappano, Belmont County Auditor
Belmont County
100 West Main Street
St. Clairsville, Ohio 43950

This letter of arrangement between Belmont County, (the "County") and the Auditor of State sets forth the nature and scope of the services we will provide, Belmont County's 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 satisfy the County's audit requirements.

Summary of Services

We will audit the County's basic financial statements as of and for the year ended December 31, 2006. We will follow U.S. generally accepted auditing standards and the Comptroller General of the United States' standards for financial audits contained in *Government Auditing Standards*, and the Single Audit Act Amendments of 1996, and the provisions of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. The objective of an audit is to express our opinion concerning whether the basic financial statements present fairly, in all material respects, the County's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We will audit to form an opinion on the basic financial statements. The combining and individual nonmajor fund financial statements, the Federal Awards Expenditure Schedule and other supplemental information provide additional analysis, and are not a required part of the basic financial statements. We will subject this information to the auditing procedures applied in our audit of the basic financial statements and will render an opinion on whether this information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We expect to deliver our report on or about June 30, 2007.

We will apply certain limited procedures, which will consist principally of inquiries of management regarding the methods of measurement and presentation of Management's Discussion and Analysis, which is Supplementary Information the Government Accounting Standards Board requires. However, we will not opine on this information.

We also will read the other information included in the introductory and statistical sections of the Comprehensive Annual Financial Report (CAFR) and consider whether such information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not opine on the introductory or statistical sections of the CAFR.

Engagement Team

The engagement will be led by:

- * Richard Sketel, Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- * Rick Carpenter, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- * Lee Pytlak, Audit Manager, who will be responsible for on-site administration of our services to you.

The Auditing Process

Our Responsibilities:

The *Summary of Services* above describes our responsibilities for the County's basic statements and other financial information.

We will plan and perform the audit to reasonably assure that the financial statements are free of material misstatement, whether caused by error or fraud. However, there are inherent limitations in auditing that prevent an auditor from providing absolute assurance on the fair presentation of the financial statements. For example, we may limit certain procedures to selective testing of data. Therefore, we might not detect material error and fraud if it exists. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud, including attempts at concealment through collusion and forgery, a properly designed and executed audit may not detect a material fraud.

We will communicate all instances where we believe fraud *may* exist to you. These would include instances where we:

- Have persuasive evidence that fraud occurred.
- Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely.

Similarly, illegal acts may have occurred. However, our audit provides no assurance that illegal acts generally will be detected and only reasonable assurance that we will detect illegal acts directly and materially affecting the determination of financial statement amounts. We will inform you regarding material error or illegal acts that come to our attention.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for terminating the audit to you, and to those charged with governance, in writing.

Your Responsibilities:

Management and those charged with governance are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles.
2. Coordinating the completion of component unit audit(s) to meet the County's reporting deadlines.
3. Reporting fraud and illegal acts of which you are aware to us.
4. Reviewing drafts of the audited financial statements, footnotes, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
5. You are responsible for designing and implementing programs and controls to prevent and detect fraud.

You should not rely on our audit as your primary means of detecting fraud.

Compliance with Laws and Regulations

Our Responsibilities

As part of reasonably assuring whether the financial statements are free of material misstatement, we will test the County's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

Your Responsibilities:

Management and those charged with governance are responsible for:

1. Being knowledgeable of, and complying with, laws, regulations, contracts, and grants applicable to the County.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the Organization (if any), and the corrective actions taken to address these audits' significant findings and recommendations
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, illegal acts, violations of provisions of laws, regulations, contracts or grant agreements, or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

Our Responsibilities:

As a part of our audit, we will consider the County's internal control (as part of our understanding of the County's operating environment), as required by generally accepted auditing standards and *Government Auditing Standards*. These standards require us to obtain an understanding of internal control and the County's environment, and assess risk to determine the nature, timing, and extent of auditing procedures necessary for expressing our opinion on the financial statements. Our objective does not include opining on internal control over financial reporting.

While our audit is not designed to identify significant deficiencies, as required by *Government Auditing Standards*, we will prepare a written report to those charged with governance describing any significant deficiencies or material weaknesses we may detect.

Your Responsibilities:

Maintaining internal control over financial reporting and over compliance is management's responsibility. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Additional Responsibilities and Reporting Under Circular A-133

Our Responsibilities:

As OMB Circular A-133 requires, we will consider and test the County's internal control policies and procedures used in administering federal award programs we determine to be major programs, using criteria defined in A-133. Based on this consideration and these tests, we will assess risk and determine the nature, timing, and extent of tests of compliance with requirements that, if not complied with, could materially affect a major federal financial assistance program's compliance.

In accordance with A-133, we will prepare the following report:

Independent Accountants' Report on Compliance With Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per Circular A-133. This report will also describe any significant deficiencies we identify relating to controls used to administer Federal award programs, and identify any significant deficiencies we determine to be material weaknesses. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

Your Responsibilities:

You are responsible for identifying laws and regulations relating to Federal award programs, and for complying with them. You are responsible for compiling the Federal Awards Expenditure Schedule and accompanying notes. You are also responsible for establishing and maintaining internal control sufficient to reasonably assure compliance with laws and regulations relating to Federal award programs and controls related to preparing for Federal Awards Expenditure Schedule.

You are responsible for submitting the completed *reporting package* to the Federal Clearinghouse, to pass through entities and, if required, to other Federal agencies. (The attached table lists the required elements of the reporting package.) You are responsible for following up and taking corrective action on audit findings. You are also responsible for informing us of significant subrecipient relationships and vendor relationships, when a vendor is responsible for complying with Federal program requirements.

You are responsible for completing the remainder of the Data Collection Form, and for submitting it to the Federal Clearinghouse.

Representations from Management

Your Responsibilities

At the conclusion of the engagement, the County's management will provide to us a representation letter that, among other things, will confirm, to the best of their knowledge and belief:

- Management's responsibility for preparing the financial statements in conformity with generally accepted accounting principals, and the Federal Awards Expenditure Schedule in conformity with the applicable accounting basis;
- The availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the entity's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts and;
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- The inclusion of all component units, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net assets and fund balances;
- The proper approval of reserves of fund equity;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- Representations relative to GASB-required supplementary information;
- The identification of all federal assistance programs, and compliance with grant requirements.
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or federal awards expenditure schedule.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements* include the related footnotes and required and other supplemental information).

Communication

Our Responsibilities

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include

- The initial selection of and changes in significant accounting policies and their application;
- The process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates;
- Audit adjustments, whether posted or waived;
- Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
- Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
- Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and
- Serious difficulties we encountered in dealing with management during the audit.

We will present those charged with governance our Summary of Unadjusted Differences (if any) at the conclusion of our audit.

Terms and Conditions Supporting Fee

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

Our Responsibilities:

In providing our services, we will consult with the County regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the County will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of an *Amendment to Letter of Arrangement*.

Your Responsibilities:

The County will provide in a timely manner all financial records and related information to us, an initial list of which will be furnished to you, 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 County is unable to provide these schedules, information and assistance, the Auditor of State and the County will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of an *Amendment to Letter of Arrangement*.

Fee

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed **\$87,000.**

Report Submission

Unless the Auditor of State's Local Government Services Division prepares your financial statements,* you or your financial statement preparers are responsible for submitting the audited financial statements to your Auditor of State regional office. You must submit the financial statements in a portable document format (pdf file), using the most recent Adobe Acrobat version.

*In this context, *financial statements* include the related footnotes, required supplemental information (such as MD&A), other supplemental information and the transmittal letter, introductory and statistical section (if applicable).

Access to Our Reports and Working Papers

Statement on Auditing Standards No. 87 (SAS 87, *Restricting the Use of an Auditor's Report*), requires that our reports disclose the following:

Our *Independent Accountants' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards*, and our *Independent Accountants' Report on Compliance with Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133* are intended solely for the information and use of the management, those charged with governance and federal awarding agencies and pass-through entities. It is not intended for anyone other than these specified parties.

SAS 87 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, 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, an audit report becomes a public record under Section 149.43, Revised Code, when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, 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. SAS 87 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion.

Peer Review Report

As required by *Government Auditing Standards*, we have attached a copy of our most recent external quality control review report (Peer Review). The report was unqualified.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us. If you have any questions, please call Rick Carpenter at 1-800-441-1389.

Very truly yours,

Mary Taylor, CPA

Auditor of State of Ohio

Richard Sketel /s/

Richard Sketel, CFE

Chief Auditor, Southeast Region

Attachment

cc: Audit Committee

Board of County Commissioners

_____ Joseph Pappano, Belmont County Auditor	_____ Date
_____ Gordie W. Longshaw /s/	_____ 6/13/07
_____ Gordon Longshaw, Belmont County Commissioner	_____ Date
_____ Charles R. Probst, Jr. /s/	_____ 6/13/07
_____ Chuck Probst, Belmont County Commissioner	_____ Date
_____ Mark Thomas /s/	_____ 6/13/07
_____ Mark Thomas, Belmont County Commissioner	_____ Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF FINAL PLAT APPROVAL FOR WOODS EDGE SECOND ADDITION RICHLAND TOWNSHIP SEC 15, T-7, R-4

“Hearing Had-11:00 A.M.”

Present for the hearing were Fred Bennett, County Engineer; Ruth Graham, Engineer's Drafting Technician, and Kim North of The Times Leader.

**“FINAL PLAT APPROVAL”
O.R.C. 711.05**

Motion made by Mr. Thomas to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat for Woods Edge Second Addition, Richland Township, Sec. 15, T-7, R-4, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Probst seconded the motion and upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: May 23, 2007.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING CONTRACT RENEWAL

ON BEHALF OF BCDJFS WITH AUTOMATION PLUS

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into contract renewal, on behalf of Belmont County Department of Job & Family Services, with Automation Plus in the amount of \$8,125.00, effective July 1, 2007 through June 30, 2008 for Basic Computer Classes for OWF participants.

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

Whereas, this contract, entered into on this **1st** day of **July, 2007**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Automation Plus (hereinafter "Contractor"), is for the purchase of the performance of the following services: Basic Computer Classes for OWF (TANF) customers assigned to the Connections Employment Program in accordance with the Ohio Revised Code, the rules of the Ohio Department of Job and Family Services and the Belmont County PRC plan. The program is funded with TANF Funds (CFDA #93.558).

I PURPOSE

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

II PARTIES

The parties to this agreement are as follows:

- Purchaser:** The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075
- Contractor:** Jim Sacco, Owner
Automation Plus
510 Elm Street
Martins Ferry, OH 43935

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2007. **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, 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.

Participants

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

Ohio Works First

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

Prevention, Retention and Contingency (PRC)

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

Performance

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

Proportional payment

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

Services

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

V SCOPE OF WORK

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

A. Contractor Responsibilities

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

B. Purchaser Responsibilities

1. Purchaser will refer eligible participants to the Contractor.
2. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.

3. Purchaser will pay all costs related to providing the Basic and Intermediate Computer Classes, consistent with the provisions of Article VIII.
4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

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

1. **Contractor shall provide the following services for eligible Belmont County participants: Basic Computer Classes which will include teaching computer terms and general movement around a computer; introduction to Windows; maintenance, software and introduction to word processing, introduction to the internet and internet job search.**

D. Performance Standards

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

Service-delivery measures

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

Output-effectiveness measures

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

E. Performance Reporting

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

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

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

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

F. Evaluation and Monitoring

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

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

VI AVAILABILITY OF FUNDS

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

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

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

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

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

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

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

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

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

Audits may be 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 and shall carry during its entire performance of this contract, and keep in full effect, Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to Purchaser prior to the effective date of this contract.

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

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

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

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

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

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

XVIII COMPLIANCE

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

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

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

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

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

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

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

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

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

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

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII PROCUREMENT

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

XXXVIII SIGNATURES

Dwayne D. Pielech /s/	6/13/07
Dwayne D. Pielech, Director Belmont County Department of Job and Family Services	Date
Mark A. Thomas /s/	6/13/07
Belmont County Commissioner	Date
Gordie W. Longshaw /s/	6/13/07
Belmont County Commissioner	Date
Charles R. Probst, Jr. /s/	6/13/07
Belmont County Commissioner	Date
Jim Sacco /s/	6/5/07
Jim Sacco Automation Plus	Date
Chris Berhalter /s/	5-29-07
Approved as to form: Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE HIRING OF KATHERINE MARIE LEE AS THE “SUMMER INTERN CLERK” FOR BELMONT CO. WESTERN DIVISION COURT

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the hiring of Katherine Marie Lee as the “Summer Intern Clerk” for the Belmont County Western Division Court at the rate of \$7.25 per hour (35 hours per week) commencing June 11, 2007, based upon the recommendation of Judge Harry W. White. This is a temporary position to be paid from the court’s Special Projects Fund.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZATION TO SIGN BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES PERSONNEL DOCUMENTS

Motion made by Mr. Thomas, seconded by Mr. Probst to adopt the following resolution.

RESOLUTION

WHEREAS, the Belmont County Board of Commissioners and the Director of the Belmont County Department of Job and Family Services (BCDJFS) serve as co-appointing authorities for the Belmont County Department of Job and Family Services, and;
WHEREAS, the BCDJFS Director may wish to delegate the authorization to sign various department documents, and;
WHEREAS, the Belmont County Board of Commissioners, as co-appointing authority, desires to authorize the same,
NOW, THEREFORE BE IT RESOLVED, the Belmont County Board of Commissioners in conjunction with the Director does hereby authorize Lori O’Grady to sign all personnel documents and various personnel related correspondence as the designee of the Director of BCDJFS.

Adopted June 13, 2007

Upon roll call the vote was as follows:

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

**Note: Commissioner Thomas explained this action was due pending the retirement of Mike Kinter.*

IN THE MATTER OF APPROVING THE SIGNING AND SUBMITTAL OF THE APPLICATION FOR THE SHERIFF’S PERSONAL CRIMES INVESTIGATION UNIT (DOMESTIC VIOLENCE) GRANT

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the signing and submittal of the application for the Belmont County Sheriff’s Personal Crimes Investigation Unit (Domestic Violence) grant in the amount of \$80,000.00 to the Office of Criminal Justice Services as follows:

Implementing Agency: Belmont County Sheriff’s Office
 Subgrantee: Belmont County Commissioners
 Subgrant No.: 2007-WF-VA2-T9391
 Subgrant Period: 1/1/08 to 12/31/08
 OCJS Funds: \$60,000
 Cash Match: \$20,000
 Total: \$80,000

Note: 25% match comes from the general fund and is used for payroll

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SIGNING AND SUBMITTAL

OF GRANT APPLICATION TO ODYS ON BEHALF OF JUVENILE COURT FOR PURCHASE OF A SCRAM

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the signing and submittal of the grant application to the Ohio Department of Youth Services on behalf of Belmont County Juvenile Court for the purchase of a SCRAM (Secure Continuous Remote Alcohol Monitor) as follows:

Title: Drug Court SCRAM Units
Project Period: July 1, 2007-August 19, 2007
JAGB Funds: (Juvenile Accountability Block Grant) \$5,980.00
Cash Match: 675.00
Total \$6655.00

Note: The court has match money available through fees collected by the Court's Diversion program. (see page 14 of grant application)

Upon roll call the vote was as follows:

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

IN THE MATTER REAPPOINTING MR. ROBERT COWEN TO THE BELMONT CO. PUBLIC DEFENDER COMMISSION

Motion made by Mr. Thomas, seconded by Mr. Longshaw to re-appoint Mr. Robert Cowen as a member of the Belmont County Public Defender Commission for a four-year term, effective June 14, 2007 to June 14, 2011, based upon the recommendation of James L. Nichelson, Public Defender.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Mike Bianconi stated he had sales tax concerns and again asked the Board to stop all water and sewer expansion in the county. He said nothing has been going to roads and bridges, with many bridges not being safe for travel by school buses and fire trucks. He also asked the status of the Bellaire Court building project.

Commissioner Thomas stated that the issue with Eastern Division Court is a matter of total cost. About 18 months ago, approximately 1.1 million dollars had been borrowed for the building of the Court in Bellaire. After the architects designed the building as per the Rules of Court Superintendents of the Ohio Supreme Court and based upon the space that is need by Eastern Division Court, with added space for a satellite office for the Clerk of Courts Title Office, the cost to date comes to approximately 2 million dollars. Commissioner Thomas said it is important to note the Supreme Court of Ohio dictates spacing, location of offices and security, etc. He said talks continue to be held with the Auditor's Office on how to possibly proceed with this project when complete funding is not in place.

Commissioner Probst recognized the fact that there are numerous roads and bridges that are in need of repairs. He also noted they did not get in this condition overnight or even just this year. Projects have to be prioritized and the county has scaled back on water and sewer lines. Some very small projects are being done this year. He said "We are trying to finish up the projects that have already been started. Application has been made for Federal grants for several projects, but they will require a match."

Commissioner Thomas announced that he has a letter from Lisa Wilson, Grants Coordinator for the Ohio Dept. of Natural Resources that states Belmont County has been approved for a \$200,000.00 grant that comes from the Legislature Capital Bill of December 2006. On behalf of the Board and with the help of former Senator Jim Carnes, Mr. Thomas made application to the Taft Administration and the 127th General Assembly for some grant monies to benefit the Carnes Center. He said, "With the help of former Senator Carnes, the Taft Administration and the state legislature, we will receive the \$200,000.00 grant to go towards the continued construction and improvements at the Carnes Center." The check should be received in early July.

IN THE MATTER OF ENTERING EXECUTIVE AT 11:37 P.M.

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into executive session at 11:37 p.m., pursuant to Ohio Revised Code 121.22(G)(1) specifically to consider the hiring of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:17

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn executive session at 12:17 p.m., pursuant to Ohio Revised Code 121.22(G)(1) specifically to consider the hiring of a public employee.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION:

IN THE MATTER OF ACCEPTING THE RESIGNATION OF ELIZABETH RUSSELL, DEPUTY CLERK OF EASTERN DIVISION COURT

Motion made by Mr. Thomas, seconded by Mr. Probst to accept the resignation of Elizabeth Russell, deputy clerk of Eastern Division Court, effective July 31, 2007.

Upon roll call the vote was as follows:

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

**Commissioner Thomas noted that Mrs. Russell has completed 30 years with the County Court system. He said she did an invaluable job and gave tremendous work effort..*

IN THE MATTER OF APPROVING THE HIRING OF STACEY BECK, DEPUTY CLERK FOR BELMONT COUNTY EASTERN DIVISION COURT

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the hiring of Stacey Beck as a deputy clerk for the Belmont County Eastern Division Court at the rate of \$7.50 per hour, effective July 2, 2007; Ms. Beck will be subject to the standard 120-day probationary period and eligible for a \$.50 increase upon its satisfactory completion.

Upon roll call the vote was as follows:

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

UNDER DISCUSSION – Commissioner Thomas advised that this concludes the extent of the motions at this time. He said the meeting may be kept open due to several pending matters including the Neffs Mitigation Project. He said the board is in the process of taking the next step of the approval of the appraisers and the lawyers who will help with appraising the real estate in Neffs for the buy-out program, along with the lawyers who will do the title searches and closings on the properties. The media will be notified if any action taken.

Sheriff Fred Thompson asked for the opportunity to speak regarding the results of an investigation. Commissioners had asked the Sheriff to look into the report made by Mrs. McKinney regarding her concerns about the way her son was being treated in the County Jail. The Sheriff advised her concerns are unfounded, except for the issue regarding a haircut, and he has since received his haircut. Sheriff Thompson said he had already been on the list to get a hair cut last week. Sheriff Thompson said he can shower daily; he has plenty of drinking water and gets four (4) clean changes of clothes per week. He is in lockdown status from 4:00 p.m. until 7:00 a.m. due to a security and safety concern. Commissioner Longshaw noted she questioned why there were other inmates who have serious accusations against them and they are not in lockdown. The Sheriff explained that when a felony prisoner comes into the jail they go through a classification process. Once classified by noting the seriousness of the crime, whether they are a flight risk and their personal family history, a determination is made. In his case, it was determined he needs to remain in lockdown. Commissioner Thomas stated he was satisfied with the Sheriff’s response and appreciated receiving this report.

BREAK 12:26 p.m.

THURSDAY, JUNE 14, 2007, AT 11: 05 A.M. THE MEETING RECONVENED.

IN THE MATTER OF AWARDING BID FOR CARPET REPLACEMENT AT THE BELMONT CO. JAIL TO CARPETING UNLIMITED

Motion made by Mr. Thomas, seconded by Mr. Probst to award the bid for carpet removal, installation and disposal at the Belmont County Jail Administrative Office area to the low bidder, Carpeting Unlimited of Wheeling, WV, in the amount of \$27,900.00, based upon the recommendation of Jack Regis, Belmont County Facilities Manager.

Upon roll call the vote was as follows:

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

DISCUSSION HELD –Commissioner Thomas said that at this time, after discussion with A.C. Wiethe of Belomar, the Board is ready to appoint the appraisers and lawyers to handle the real estate transactions regarding the Neffs Buy-out Hazard Mitigation Plan. Commissioner Thomas noted for the record that Mr. Wiethe had sent out Requests For Proposals to the appraisers and Requests For Proposals for title services for the properties involved in the buy-out.

IN THE MATTER OF ACCEPTING PROPOSALS FOR APPRAISALS AND LEGAL TITLE SERVICES FOR THE NEFFS BUY-OUT HAZARD MITIGATION PLAN

Motion made by Mr. Thomas, seconded by Mr. Probst to accept the proposals as follows:

APPRAISAL SERVICES: Bruce Bailey and John Kelly (to coordinate appraisals with Mr. Wiethe as this project progresses)

LEGAL SERVICES: lowest and best proposal will go to Attorney David L. Barnes and Harper & Hazlett Law Firm, St. Clairsville, in the amount of \$29,480.00 for all properties.

Commissioner Thomas said all parties will be contacted and the necessary documents will be prepared to enter into contractual agreements.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSED CDBG PROJECTS FOR FISCAL YEAR 2007

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following activity submitted to the Board for fiscal year 2007:

- 1) Street Improvements for W. Main Street, Village of Barnesville - \$36,000
- 2) Street Improvements for resurfacing Twp. Rd. 221A – \$35,000
- 3) Fire Protection Equipment – purchase of a Fire/Rescue vehicle for Powhatan Point Fire Dept. - \$67,000
- 4) Fire Protection Equipment – purchase of a Fire/Rescue vehicle for Sunset Heights Fire Dept. - \$29,000
- 5) Street Improvements for resurfacing Twp. Rd. 394 in Wheeling Twp. - \$35,000

P R E S S R E L E A S E

To: Media Outlets
From: Belmont County Commissioners
Re: FY 2007 Community Development Block Grant Formula Allocation Program
Date: June 14, 2007

The Belmont County Board of Commissioners announces the projects that will be submitted to the Ohio Department of Development for funding through the Community Development Block Grant (CDBG) Small Cities Program, a federally-funded program administered by the State. Board President Thomas stated, “We are pleased to announce the awarding of these five projects. The Board hopes that they will be very beneficial to the individuals and entities involved. As in prior years, we are ardently trying to insure that this funding is spread equally throughout the entire county.”

The county is proposing to undertake the following CDBG activities for Fiscal Year 2007:

Belmont County's Proposed Activities			
<u>Activity</u>	<u>CDBG Funds</u>	<u>Other Funds</u>	<u>National Objective</u>
Street Improvements Resurfacing 1,742 lf of West Main Street in the Village of Barnesville	\$36,000	\$3,600	To benefit 58% *LMI
Street Improvements Resurfacing of 1,878 lf of T.R. # 221A in Flushing Township	\$35,000	\$0.00	To benefit 88% *LMI
Fire Protection Equipment Purchase of a Fire/Rescue Vehicle for the Powhatan Point Fire Department	\$67,000	\$0.00	To benefit 57% *LMI
Fire Protection Equipment Purchase of a Fire/Rescue Vehicle for the Sunset Heights Fire Department	\$29,000	\$5,000	To benefit 52% *LMI
Street Improvements Resurfacing of 1,800 lf of T.R. # 394 in Wheeling Township	\$35,000	\$0.00	To benefit 52% *LMI

* LMI = Low-to-Moderate Income Persons

Commissioner Charles R. Probst, Jr. commented, "The Board appreciates and thanks all of the entities who applied for the 2007 CDBG funding. We had, as always, a difficult time choosing the selected few and realize that everyone has legitimate needs during these difficult economic times. There will be a second public hearing held later this month, to give citizens an opportunity to review and comment on the county's proposed CDBG application, including the proposed activities summarized above."

Commissioner Gordie Longshaw said there were \$1,220,000.00 in very worthy project requests submitted to the Board. "It is a shame that we do not have enough funding to approve all of them. The Board encourages all participants to apply again next year for these much-needed dollars."

Upon roll call the vote was as follows:

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

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

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

Upon roll call the vote was as follows:

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

Read, approved and signed this 20th day of June, 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