

St. Clairsville, Ohio

June 27, 2007

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Gordie W. Longshaw and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board. Absent: Commissioner Mark A. Thomas. Minutes of the meeting of June 20, 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. Mr. Longshaw, seconded by Mr. Probst, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Belmont Co. Dept. of Job & Family Services	July Mandated Share/General Fund	27,017.08
Cardmember Services (Elan)	Travel expense-Longshaw/General Fund	50.00
Cardmember Services (Elan)	Travel expense-Probst/General Fund	25.90
G.O.F.A.	Review Fee for CAFR/General Fund	480.00
Jayne Long	Reimburse expenses/General Fund	9.00
Judge Jennifer Sargus	Book for Drug Court Counseling/General Fund	26.48
Mark Thomas	Reimburse expenses/General Fund	63.98
McGhee and Company	Supplies-Western Court/General Fund	157.45
National Tire & Battery	Repair Tire-Veterans/General Fund	14.97
B-BP	Gasoline/Dog and Kennel Fund	538.97
St. Clair Animal Hospital	May vet service/Dog and Kennel Fund	3,215.00
K-Staples Credit Plan	Equip-Supplies/Engineer MVGT Fund	361.86
Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	814.07
M-Hills Group Home	Clothing/Placement II-Juvenile Court	90.81
1 Step Detect	Testing/Drug Court Donations-Juvenile Court Fund	220.25
Total Sports Connection	Misc./Title IV-E Reimb. (Random Moments) Fund	186.00
N-CDW Government Inc.	Outdoor antenna/Capital Project Reserve Fund	749.65
C.M. McBride	Final payment-courtroom project/Capital Project Reserve Fund	8,512.92
O-Ohio Dept. of Development	July Loan-Fox Commerce/Fox Commerce Park/St. Loan Repay Fund	3,307.12
P-American Electric Power	Misc. service/WWS#1 Revenue Fund	339.01
Eastern Ohio Regional Wastewater Authority	Sewage Disposal/BCSSD Funds	33,225.14
Motorola, Inc.	Portable radios & related-EMA/State Homeland Security Grant Fund	15,772.80
S-Belmont Senior Services	June Operating expenses/In Home Care Levy-Comm on Aging Fund	142,223.13
Beth Andes, MS, PCC	Contract Services-GS/District Detention Home Fund	2,240.00
Casnet	Film Processing/Probate Court Computer Fund	89.97
Comcast	Internet/Western Div. Ct. Computer Fund	125.00
Crystal & Hinckley Springs	Water/Certificate of Title Admn Fund	52.76
David Carter	Reimbursement/Juvenile Ct. Gen. Special Projects Fund	17.16
Maximus, Inc.	Computer server repair/Eastern Div. Court Computer Fund	2,847.43
McGhee & Co.	Supplies/Northern Div. Ct. Gen. Special Projects Fund	30.55
Speedway SuperAmerica	Gasoline/Comm-Based Corrections Act Grant	92.54
Stein-Palmer Printing	Envelopes/Northern Div. Ct. Gen. Special Projects Fund	535.50
T-Crossroads Counseling	Reimbursement/ Adult Drug Court Enhancement Grant Fund	6,162.88

IN THE MATTER OF APPROVING RECAPITULATION
OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for June 27, 2007 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$22,012.30; \$4,444.29; \$891.16; \$4,009.72
GENERAL/ATTORNEY FEES	\$5,243.40
GENERAL/EMA	\$1,325.52
GENERAL-911	\$33,306.75
E-911	\$1,031.56
H-County Home	\$98,609.84
H-Job & Family, Public Assistance	\$1,524.49; \$211,196.51; \$187.00; \$484.00; \$479.86; \$3,440.89; \$623.00; \$90,360.44
Job & Family, WIA	\$573.77; \$1,215.55
Engineer MVGT	\$509,163.80; \$95,340.06
M-Juvenile Court-Placement II	\$912.43; \$36,865.20
S-Oakview Juvenile Residential Center	\$41,328.00
Port Authority	\$6,379.78; \$1,120.00
Sheriff Commissary	\$127.56
Western Court General Special Projects	\$1,283.91]
	\$165.16

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization (Advanced to Park Health)	E-0257-A015-A16.075 Advances Out	\$160,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE GENERAL FUND/COMMON PLEAS COURT**

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

FROM	TO	AMOUNT
E-0061-A002-B03.010 Supplies	E-0061-A002-B10.000 Travel	\$ 750.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization (Housing of Prisoners – May 2007)	E-0131-A006-A25.000 Housing of Prisoners	\$21,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Absent
Mr. Longshaw	Yes
Mr. Probst	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-A08.000 Food	E-0131-A006-A09.000 Medical Exp	10,000.00
E-0131-A006-A08.000 Food	E-0131-A006-A19.000 Clothing	6,000.00
E-0131-A006-A08.000 Food	E-0131-A006-A07.000 Training	700.00

Upon roll call the vote was as follows:

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

**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-H03.012 Equipment	E-2510-H000-H01.002 Salaries	50,000.00
E-2510-H000-H08.004 DA wrk's comp	E-2510-H000-H01.002 Salaries	44,591.51
E-2510-H000-H12.003 PERS	E-2510-H000-H01.002 Salaries	250,000.00
E-2510-H000-H16.006 Hosp.	E-2510-H000-H01.002 Salaries	300,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN
PARK HEALTH FUND H030 FUND**

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfer within Park Health Fund.

FROM	TO	AMOUNT
E-2150-H030-H11.000 Other Expenses	E-2150-H030-H10.007 Unemployment Compensation	\$5,000.00

Upon roll call the vote was as follows:

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

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

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

FROM SSD#1	TO SSD#1	AMOUNT
E-3704-P051-P01.002 Salary	E-3704-P051-P09.000 Sew Disp.	8,000.00
E-3704-P051-P05.000 Materials	E-3705-P051-P09.000 Sew Disp.	2,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE DISTRICT DETENTION HOME FUND S33**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer within fund for the District Detention Home Fund S33.

FROM	TO	AMOUNT
E-0910-S033-S38.011 Contract Services	E-0910-S033-S44.003 OPERS/STRS	\$ 250.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS FOR
COMM BASED CORRECTIONS ACT GRANT FUND AND
THE COMMON PLEAS COURT GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer between funds for the Comm Based Corrections Act Grant Fund and Common Pleas Court General Fund.

FROM	TO	AMOUNT
COMM BASED CORRECTIONS ACT E-1520-S077-S10.000 Communications	COMMON PLEAS COURT E-0061-A002-B05.000 Intense Probation-Clerk of Courts	\$25,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfers between funds from the Water and Sewer Guarantee Deposit Fund to the Revenue Receipt Fund for the month of March, 2007.

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfer Out	R-3701-P003-P15.574 WWS#2 01004002 Transfers In	33.75
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004002 Transfers In	108.40
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD #2 04004002 Transfers In	4.40
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004002 Transfers In	<u>81.03</u>
TOTAL		227.58

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CASH ADVANCE BETWEEN THE
GENERAL FUND AND PARK HEALTH FUND H030**

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following advance from General Fund to the Park Health Fund H030.

FROM	Park Health Fund H030 TO	AMOUNT
E-0257-A015-A16.075 Advances Out	R-2150-H030-H17.57 Advances In	\$160,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to execute payment of Then and Now Certification dated June 20, 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. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Absent

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

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

BCDJFS – Various employees to various trainings and meetings in July, August and September, 2007. Estimated expenses: \$1,072.80.

Upon roll call the vote was as follows:

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

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

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

CDBG FUND - \$10,503.00 paid into R-9702-T011-T01.501 CDBG – Grant FORMULA June 21, 2007, Draw No. 352, Grant #B-F-05-007-1.

\$40,765.00 paid into R-9702-T011-T01.501 CDBG – Grant FORMULA June 21, 2007, Draw No. 353, Grant #B-F-06-007-1.

\$27,920.00 paid into R-9702-T011-T05.501 CBDG – Grant CHIP June 21, 2007, Draw No. 354, Grant #B-C-05-007-2.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Mr. Bill Wiethe attended to address the issue of a slip on Willow Grove Road and stated he came in last year on the same problem. He stated there are now trees down in the creek. Pultney Township Trustee Frank Shaffer was in attendance and presented pictures of the area to the Board. Mr. Shaffer said that Marietta Coal has stripped the land and reclaimed it and the rock slides happened two months ago. Mr. Shaffer stated EMA will be viewing the site next week. Commissioner Probst placed a call to Dwayne Pielech of BCDJFS and requested Greg Padgett to take a crew down as soon as possible to remove trees. Mr. Wiethe said he was told by ODNR that this problem belongs to the Commissioners, not them. He was also told by Coal Company that it was not their problem. Commissioner Probst stated he will be contacting ODNR. Mr. Wiethe gave permission for the crew from BCDJFS to come on his property to remove the trees.

IN THE MATTER OF ADOPTING RESOLUTION HONORING THE BELMONT COUNTY WEST AARP CHAPTER 2994

Motion made by Mr. Probst, seconded by Mr. Longshaw to adopt the resolution honoring the Belmont County West AARP Chapter 2994 on their 30th Anniversary.”

**RESOLUTION
HONORING THE 30TH ANNIVERSARY
OF**

BELMONT COUNTY WEST AARP CHAPTER 2994

WHEREAS, the Belmont County West AARP Chapter was formed in 1977 and held their first meeting in the Presbyterian Church; and
 WHEREAS, the Belmont County West AARP Chapter as grown from the original 35 Charter Members to over three hundred paid members in the following years; and
 WHEREAS, The Chapter serves the community while focusing on residents in their senior years and strives to better their quality of life; and
 WHEREAS, since its inception, the club has garnered national recognition for individual members as well as various committees for their outstanding community service; and
 WHEREAS, The Belmont County West AARP Chapter 2994 is celebrating 30 years of service to the county’s seniors this month; and
 NOW, THEREFORE BE IT RESOLVED, that the Board of Belmont County Commissioners do hereby honor this dedicated group of residents who volunteer their time, talents and energies on behalf of Belmont County’s senior citizens and congratulate them on reaching this milestone.
 Adopted this 27th day of June, 2007.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING CONTRACT WITH LASH PAVING, INC. FOR PROJECT 07-6 RESURFACING CO. HWY. 14 (FARMINGTON RD) & COUNTY HWY. 56 (MORGAN HILL ROAD)/ENGINEER’S

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into contract with Lash Paving Inc., on behalf of the Belmont County Engineer, in the amount of \$245,542.41, based upon the recommendation of Fred Bennett, County Engineer, for Project 07-6 Resurfacing County Highway 14 (Farmington Rd.) & County Highway 56 (Morgan Hill Road).

Funding Source: Permissive Sales Tax

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
PROJECT 07-6 RESURFACING COUNTY HIGHWAY 14 & 56**

COUNTY HIGHWAY 14 (Farmington Road) AND A PORTION OF COUNTY HIGHWAY 56 (Morgan Hill Road)

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 27TH day of June, 2007 between **LASH PAVING, INC.**, P.O. Box 296 Colerain, OH 43916 and Gordie Longshaw, Charles Probst, Jr., and Mark Thomas, Commissioners of Belmont County, WITNESSETH that said **LASH PAVING, INC.** hereby agrees to furnish all material and do all work requisite necessary for the resurfacing of County Highway 14 & 56 in accordance with plans and specifications.

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

APPROX. QUAN.	ITEM	DESCRIPTION	ITEMIZED PROPOSAL	
			UNIT PRICE BID	TOTAL AMOUNT BID
2966 GAL	407	TACK COAT	\$1.96	\$5,813.36
688 CUBIC YARDS	448	ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1	\$102.04	\$70,203.52
1377 CUBIC YARDS	448	ASPHALT CONCRETE SURFACE COURSE TYPE 1	\$102.04	\$140,509.08
306 CUBIC YARDS	617	COMPACTED AGGREGATE	\$53.37	\$16,331.22
5.100 MILES	614	WORK ZONE CENTERLINE, CLASS II	\$717.30	\$3,658.23
5.100 MILES	642	CENTERLINE, TYPE 1 OR TYPE 2	\$758.00	\$3,865.80
10.200 MILES	642	EDGELINE, TYPE 1 OR TYPE 2	\$506.00	\$5,161.20
		TOTAL		\$245,542.41

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

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

LASH PAVING, INC.
 BY: David P. Lash, Sr.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING AND APPROVING A RENEWAL
OF THE VENDOR AGREEMENT WITH ATTORNEY MICHELLE
MILLER ON BEHALF OF BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to sign and approve a renewal of the Vendor Agreement with Attorney Michelle Miller, on behalf of the Belmont County Department of Job and Family Services, effective July 1, 2007 through December 31, 2007, maximum billable amount of \$2,000.00, for provision of legal services for issues in the administration of the Adult Protection Services program.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide **Adult Protective Services - Legal Services** made and entered into this **1st** day of **June, 2007** by and between the Belmont County Department of Job and Family Services, hereinafter referred to as "Department" and **Michelle Miller**, a provider of **Legal Services** hereinafter referred to as "Provider". This agreement will be effective from July 1, **2007** through **December 31, 2007** inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing the delivery of the service.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$80.00 per hour Unit for 25 Units services 42 .
Service Code
- B. The maximum amount billable under this agreement is \$2,000.00
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the 18th day of June, 2007 .

<u>Dwayne Pielech /s/</u>	<u>6-18-07</u>	<u>Michelle Miller</u>	<u>June 12, 2007</u>
Department of Job and Family Services	Date	Provider	Date
Belmont County Department of Job and Family Services			
Division of Social Services			
310 Fox-Shannon Place			
St. Clairsville, Ohio 43950			
(740) 695-1074			
<u>Charles R. Probst, Jr. /s/</u>		<u>6/27/07</u>	
Belmont County Commissioners		Date	
<u>Gordie W. Longshaw /s/</u>		<u>6/27/07</u>	
Belmont County Commissioners		Date	
<u>Belmont County Commissioners</u>		<u>Date</u>	
As approved to form:			
<u>Chris Berhalter /s/</u>		<u>6-15-07</u>	
Belmont County Prosecutor		Date	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING AND APPROVING THE
RENEWAL OF THE CONTRACT WITH TRI-COUNTY HELP
CENTER ON BEHALF OF BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to sign and approve the renewal of the contract with Tri-County Help Center, on behalf of the Belmont County Department of Job & Family Services, in the amount of \$75,000.00, effective July 1, 2007 through June 30, 2008, for the Family Visitation Center Diversion Program.

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

Whereas, this contract, entered into on this 19th day of June, 2007, by and between the Belmont County Department of Job and Family Services (hereinafter APurchaser@) and the Tri-County Help Center (hereinafter AContractor@), is for the purchase of the performance of the Family Visitation Center Diversion 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.

I PURPOSE

The purpose of this contract is to provide the Family Visitation Center Diversion Program. The program will provide diversion services to eligible Belmont County families referred by BCDJFS Children Services. The program will provide parents and children with a safe, nurturing environment through which to improve parenting skills and for neglectful / abusive parents to develop alternative patterns for parenting. The income eligibility is 200% of the federal poverty level guidelines.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1074

Contractor: Women's Tri-County Help Center
104 1/2 North Marietta Street
St. Clairsville, OH 43950
740-695-5441

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.

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 children and families who are at or below 150% of the Federal Poverty Level Guidelines and who have been referred by the Belmont County Department of Job and Family Services= Children Services Unit. Eligible participants must have an on-going involvement with Children Services and working on a reunification 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 families: supervised exchanges; monitored visitation; facilitated visitation; parenting education; mediation, referral services and other services deemed necessary.
2. Contractor shall provide services to only eligible families who are referred by BCDJFS Children Services and who are at or below 200% of the Federal Poverty Level Guidelines.
3. Contractor shall provide for an Intake and Orientation Process for those eligible families referred to the program.
4. Contractor shall arrange and staff all visits of eligible families referred to the program.
5. Contractor shall provide reports to BCDJFS Children Services based on the documentation completed after each visit. This should include recommendations to Children Services regarding the family=s progress and whether to increase or decrease the level of intervention provided by the Visitation Center.
6. Contractor shall provide reports to BCDJFS Children Services concerning unusual or improper acts by the child or parent
7. Contractor shall employ the necessary staff to operate the program.
8. Contractor shall meet all service requirements of this contract. Contractor=s failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
9. 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.
10. 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 families to the Contractor
2. Purchaser will assist Contractor in determining eligibility if necessary.
3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
4. Purchaser will pay all costs related to providing the Family Visitation Center Diversion Program, consistent with the provisions of Article VIII.
5. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide services through the Family Visitation Center Diversion Program to eligible Belmont County families who have been referred to the program by BCDJFS Children Services. The services include, but are not limited to, supervised exchanges, monitored visitation, facilitated visitation, parenting education, mediation and referral services.

1. The Family Visitation Center Diversion Program shall provide eligible Belmont County families with a safe environment to improve parenting skills.
2. The Family Visitation Center Diversion Program shall assist families with their service and reunification plans to reduce out-of-home placements.

B. 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 Family Visitation Center Diversion Program shall serve up to one hundred or more eligible families and two hundred or more eligible children.**

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. This report is due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

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 Purchasers 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 Title XX Program funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$75,000.00**. **All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.**

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

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

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

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

The following cost schedule is based upon performing the services herein described for eligible families and children in the Family Visitation Center Diversion Program. Detailed budget is attached.

ACTIVITY	TOTAL COST
Unit Cost	
	\$75,000.00
TOTAL COST:	
MAXIMUM TITLE XX AUTHORIZED REIMBURSEMENT AMOUNT:	\$75,000.00
TOTAL CONTRACT AMOUNT:	\$75,000.00

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

Audits may be 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 Contractors employees.

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

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

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

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

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

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

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

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

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, 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 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.

XXXIV PROCUREMENT

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

XXV SIGNATURES

<u>Dwayne D. Pielech /s/</u>	<u>6-18-07</u>
Dwayne D. Pielech, Director	Date
Belmont County Dept. of Job and Family Services	
<u>Cathy J. Campbell /s/</u>	<u>6/21/07</u>
Cathy Campbell, Executive Director	Date
Tri-County Help Center	
<u>Charles R. Probst, Jr. /s/</u>	<u>6/27/07</u>
Belmont County Commissioner	Date
<u>Gordie W. Longshaw /s/</u>	<u>6/27/07</u>
Belmont County Commissioner	Date
<u>Belmont County Commissioner</u>	<u> </u>
Belmont County Commissioner	Date
<u>Chris Berhalter /s/</u>	<u>6-20-07</u>
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

DISCUSSION HELD - A brief discussion was held regarding an adjustment to be made to Robert Roth's wage compensation in order to put him inline with all other front line supervisors at BCDJFS. Commissioner Probst noted the increase received will be minimal.

IN THE MATTER OF AUTHORIZING A WAGE COMPENSATION ADJUSTMENT FOR MR. ROBERT ROTH – BUILDING MAINTENANCE SUPERVISOR FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Motion made by Mr. Probst, seconded by Mr. Longshaw to adopt the following:

RESOLUTION

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

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

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to adjust Mr. Robert Roth's wage compensation from Pay Range 31, Step 7 to Pay Range 32, Step 7 of the non-bargaining unit pay schedule. In addition to this adjustment, Mr. Roth will no longer receive any wage supplement for on call pay. Said wage adjustment shall place Mr. Roth on the same Pay Range as all other front line supervisors at the agency. This wage adjustment shall commence with the pay period ending July 7, 2007.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAYMENT OF INVOICE FROM MARSHALL J. PICCIN & ASSOCIATES/BELMONT CO. JAIL EXPANSION PROJECT

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the payment of the invoice dated June 22, 2007 from *Marshall J. Piccin & Associates, Engineering Consulting Services*, in the amount of \$1,126.40 for services related to the Belmont County Jail Expansion Project.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAY REQUISITION NO. 6 FOR THE BELMONT LIFT STATION AND FORCE MAIN PROJECT/BCSSD

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve Pay Requisition No. 6 for the Belmont Lift Station and Force Main project as follows, based upon the recommendation of David Grum, Project Consultant and Jeffrey A. Vaughn, Project Engineer:

Glen James and Sons, Inc.	\$34,516.34
Vaughn, Coast & Vaughn, Inc.	\$ 1,995.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTING THREE (3) MEMBERS TO THE BELMONT CO. LOCAL EMERGENCY PLANNING COMMISSION

Motion made by Mr. Probst, seconded by Mr. Longshaw to appoint the following three (3) members to the Belmont County Local Emergency Planning Commission, to a term as defined by O.R.C. to commence effective June 19, 2007 to August 15, 2007, based upon the recommendation of Belmont County LEPC Chairperson, Mr. Richard Quinlin and the Local Emergency Planning Committee:

1. Andrew L. Sutak-Auditor/LEPC Fiscal Officer
2. Thomas R. Clark-First Aid Representative
3. Michele Kahl-Industry Representative

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO THE GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT WITH THE HEALTH PLAN OF THE UPPER OHIO VALLEY, INC.

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into the Group Medical and Hospital Service Agreement with The Health Plan of the Upper Ohio Valley, Inc. for the provision of health insurance coverage to eligible Belmont County employees for a period of one year commencing on June 1, 2007 through May 31, 2008.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING A CASH ADVANCE FROM BELMONT CO. GENERAL FUND TO THE PARK HEALTH CENTER/COUNTY HOME FUND H50

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve a Cash Advance of funds from the Belmont County General Fund to the Park Health Center/County Home Fund H50 in the amount of \$160,000.00 with an estimated repayment of \$13,333.33 monthly over a period of twelve (12) months. If said revenue permits, the repayment amount will be adjusted accordingly so as to reduce the advanced amount in a more timely fashion. Park Health Administration will assess the financial situation monthly and report to the Board of Commissioners their anticipated repayment amount.

Upon roll call the vote was as follows:

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

DISCUSSION HELD – Mr. Jagucki questioned why the above motion was made. He asked if it was a “loan”. Commissioner Longshaw advised that their revenue was behind and the money is needed for payroll. Commissioner Probst further explained they have outstanding receipts from approximately eight (8) companies and have not been reimbursed. Commissioner Probst also noted that this has been done in the past when payroll was not able to be met, and they have paid the money right back. It is a matter of timing regarding some delays in payments being received.

Fiscal Manager Cindi Henry explained a new contract for an audit of our current phone system to clear phone lines that we are being charged for that are not in use and to reduce the number of monthly bills from around 30 to approximately 5. They are anticipating a \$3,000.00 per month savings. Their cost will be what the county saves in one month of using this system. There would be a \$25.00 per hour fee for any changes made in the next 3 years of the contract. Commissioners Probst and Longshaw both wanted to hold on this matter and no decision was made at this time to enter into said contract.

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the minutes of the Belmont County Board of Commissioners regular meeting of: June 6, 2007.

Upon roll call the vote was as follows:

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

BREAK

12:05 P.M. RECONVENED

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 12:05 P.M.

Motion made by Mr. Probst, seconded by Mr. Longshaw to adjourn the meeting at 12:05 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 3rd day of July, 2007.

COUNTY COMMISSIONERS

Mark A. Thomas - Absent

We, Gordie W. Longshaw and Jayne Long, Vice-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.

VICE-PRESIDENT

CLERK