

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, Assistant Clerk of the Board. Minutes of the meeting of May 2, 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.

Claim of	Purposes	Amount
A-Albert L. Parkhurst et al	Travel expenses-Veterans/General Fund	1,066.92
ALLTEL	Cell phone-Adult Probation/General Fund	43.25
AT&T	Long Distance-Garage/General Fund	35.91
AT&T	Long Distance-Courthouse/General Fund	916.81
AT&T	Misc. Service/General Fund	6,954.46
Cardmember Services (Elan)	Travel expense-C. Probst/General Fund	52.90
Cardmember Services (Elan)	Travel expense-M. Thomas/General Fund	399.49
CDW-G, Inc.	Ink Cartridges-Engineer/General Fund	676.99
Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
Howard Thornton	Reimbursement-Auditor/General Fund	139.06
Jayne Long	Reimburse lunch-Commissioners/General Fund	9.00
John Paleudis	Reimburse food & travel-Magistrate/General Fund	174.81
Lucinda J. Maupin	Travel expense-Veterans/General Fund	229.37
Tobias Stidd	April Mileage-Probation/General Fund	213.60
Xerox Corporation	Misc. May Leases/General Fund	1850.90
Xerox Corporation	March "Pool" Leases/General Fund	6,318.97
C-Crystal Springs	Water-Probate Ct./Indigent Guardianship Fund	104.17
M-Jant Pharmacal Corp.	Supplies-Juvenile Ct./Title IV-E Reimb Fund	321.25
N-Vaughn, Coast & Vaughn, Inc.	Contract Project/SSD#2 Force Main & WWS#3 2000 Water Ext. Fund	12,000.00
P-Board of Trustees of Public Affairs	March Operating Expenses/WWS#1 Revenue Fund	31,902.75
HLC Trucking Co.	OE Oper/WWS#3 Revenue Fund	4,730.00
Indoff	Supplies/BCSSD Various Funds	189.06
S-Belmont County Commissioners	Insurance and Rent-Ed Gorence-Probation/Comm Based Corrections	2,560.00
Crystal and Hinckley Springs	Water/Certificate of Title Admn Fund	60.26
Deb Strobel	Restitution/Juvenile Court Restitution Fund	1,796.17
Lexis Nexis	Oh Crim Law Handbook/Western Ct. Gen. Special Projects Fund	52.90
Sommer Steno Services	Court Reporter Fee/Western Ct. Gen. Special Projects Fund	100.00
T-Chase Bank	CDBG Funds	4,855.00
Chase Bank	CDBG Funds	39,041.00
W-Delinquent Collectors of Ohio, Inc.	Contract services/DRETAC-Treasurer's Office Fund	2,812.55

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 May 9, 2007 as follow:

FUND	AMOUNT
A-GENERAL	\$56,047.43; \$1,722.67; \$4,245.52; \$4,779.34; \$6,533.79
GENERAL/ATTORNEY FEES	\$16,977.57
GENERAL/BETHESDA BLDG	\$442.18
GENERAL/EASTERN COURT	\$585.12
GENERAL/MARTINS FERRY BLDG.	\$1,354.86
GENERAL/EMA	\$2,206.90
GENERAL/SHERIFF	\$3,149.97; \$3,457.88; \$2,227.67; \$15,567.34
GENERAL/SHERIFF ESORN	\$70.00
B-Dog and Kennel	\$4,098.03
E-911	\$1,182.11; \$1,747.69
H-Job & Family, CSEA	\$7,255.19
Job & Family, Public Assistance	\$7,103.27; \$3,798.08; \$2,271.18; \$385,535.53; \$7,440.54; \$32,769.00; \$1,255.00
Job & Family, WIA	\$19,888.55; \$8,468.86
K-Engineer MVGT	\$11,128.32; \$1,202.87
M-Juvenile Court-Intake Coordinator	\$931.76
Juvenile Court-Placement II	\$474.71
N-Emergency Operations Center Const.	\$3,181.80
P-Belmont Co. Sanitary Sewer District	\$4,269.52; \$15,904.08; \$2,755.72; \$3,752.01; \$28,691.48; \$50,076.48; \$950.39
Oakview Admin Bldg.	\$10,630.52; \$8,807.22; \$3,653.30; \$56.95
Sheriff Buffer Zone	\$3,461.32
S-District Detention Home	\$4,096.00
Job & Family, Children Services	\$5,680.41; \$1,055.63
Oakview Juvenile Residential Center	\$3,002.18; \$4,300.00; \$86,613.87; \$24,428.67
Port Authority	\$13,321.46
Sheriff Commissary	\$884.14
Sheriff CCW	\$843.27; \$1,532.07
T-Belmont Co. Sanitary Sewer District	\$1,048.00
	\$297.36

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE BELMONT COUNTY GENERAL FUND

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

FROM	TO	AMOUNT
E-0051-A001-A13.010 Supplies	E-0051-A001-A08.000 Travel Expenses	\$ 5,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN GENERAL FUND

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

FROM	TO	AMOUNT
E-0041-A002-H02.004 Worker's Compensation	E-0041-A002-H01.002 Salaries	\$761.19

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.

FROM	TO	AMOUNT
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 GENERAL FUND

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

FROM	TO	AMOUNT
E-0055-A004-B17.004 Worker's Compensation	E-0063-A002-B29.004 Worker's Compensation Magistrate	\$1,184.01
	E-0064-A002-A07.007 Worker's Compensation Court of Appeals	\$ 324.28
	E-0065-A002-B19.004 Worker's Compensation Jury Comm	\$ 44.32
	E-0181-A003-A10.004 Worker's Compensation Bd of Elections	\$1,415.79
	Total	\$2,968.40

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE 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-B09.004 Workers Comp	\$ 810.90

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-H01.002 Salaries.	E-2510-H000-H13.004 Workers Comp	\$ 40,043.40

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 BCDJFS CSEA ADMN FUND

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

FROM	TO	AMOUNT
E-2760-H010-H13.011 Contracts	E-2760-H010-H08.004 Workers Comp	\$ 616.99

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE ENGINEER'S MVGT FUND

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfers within fund for the Engineer's MVGT Fund.

FROM	TO	AMOUNT
E-2811-K000-K10.000 Other Expense	E-2811-K000-K09.004 Workers Comp	167.42
E-2812-K000-K24.000 Other Expense	E-2812-K000-K22.004 Workers Comp	2,271.13
E-2813-K000-K37.000 Other Expense	E-2813-K000-K35.004 Workers Comp	<u>1,879.50</u>
TOTAL		4,318.05

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN BOND RETIREMENT HUMAN SERVICE O20 FUND

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

FROM	TO	AMOUNT
E-9210-O020-O03.055	E-9210-O020-O02.051	\$328.70
Other Expenses	Interest Payment	

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN BOND RETIREMENT PARK HEALTH O-25 FUND

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfer within Bond Retirement Park Health O-25 Fund.

FROM	TO	AMOUNT
E-9211-O025-O02.050	E-9211-O025-O03.051	\$2,230.00
Note Payment	Interest Payment	

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN BOND RETIREMENT SATELLITE BUILDING O31 FUND

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfer within Bond Retirement Satellite Building Fund.

FROM	TO	AMOUNT
E-9215-O031-O03.000	E-9215-O031-O02.051	\$4,539.17
Other Expenses	Interest Payment	

Upon roll call the vote was as follows:

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

IN THE MATTER TRANSFER BETWEEN THE GENERAL FUND AND THE BOND RETIREMENT EASTERN DIVISION BUILDINGS FUND O37

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfer from the Belmont County General Fund into the Bond Retirement Eastern Division Building Fund.

FROM	TO	AMOUNT
E-0051-A001-A24.000	R-9216-O037-O01.574	\$23,847.50
Infrastructure	Transfers In	

(Moved for payment of Bond Retirement)

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 BELMONT COUNTY SANITARY SEWER DISTRICT**

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

FROM	TO	AMOUNT
WWS#2	WWS#2	
E-3701-P003-P31.000 OE Oper	E-3701-P003-P30.004 Workers Comp	900.00
SSD#1	SSD#1	
E-3704-P051-P05.000 Materials	E-3704-P051-P14.004 Workers Comp	900.00
SSD #3B	SSD #3B	
E-3707-P056-P15.000 OE Oper	E-3707-P056-P14.004 Workers Comp	60.00
TOTAL		1,860.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
WWS #3	WWS #3	
E-3702-P005-P34.074 OE TRANS OUT	E-3702-P005-P31.000 OE Oper	70,000.00
SSD#1	SSD#1	
E-3704-P051-P05.000 Materials	E-3704-P051-P15.000 OE Oper	500.00
SSD#2	SSD#2	
E-3705-P053-P03.012 Equipment	E-3705-P053-P15.000 OE Oper	4,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. 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 April, 2007.

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfer Out	R-3701-P003-P15.574 WWS#2 01004002 Transfers In	19.50
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004002 Transfers In	575.49
E-3711-T010-T04.074 WSGDF Transfer Out	R-3704-P051-P08.574 SSD #1 03004002 Transfers In	29.60
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD #2 04004002 Transfers In	25.20
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004002 Transfers In	54.63
E-3711-T010-T04.074 WSGDF Transfer Out	R-3707-P056-P08.574 SSD#3B 07004003 Transfers In	44.02
TOTAL		748.44

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 PORT AUTHORITY FUND**

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

FROM	TO	AMOUNT
E-9799-S012-S02.006 Hospitalization	E-9799-S012-S09.004 Workers Comp	\$ 100.00

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 MEDICAL LIFE INSURANCE
CHARGEBACKS FOR THE FOURTH QUARTER PERIOD: (March, April & May, 2007)**

Motion made by Mr. Longshaw, seconded by Mr. Probst to make the following transfer of funds for the Medical Life Insurance Chargebacks for the Fourth Quarter (March, April & May, 2007)

Transfer From		Transfer To	Amount
E-0041-A002-H01.002	CTY CT PROBATION	R-9891-Y091-Y05.500	9.90
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	49.50
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	97.35
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	19.80
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	240.93
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	0.00
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	0.00
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	0.00
E-2150-H030-H11.000	COUNTY HOME	R-9891-Y091-Y05.500	966.93
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	0.00
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	16.53
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	292.14
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	95.73

E-3701-P003-P31.000	WATER/SEWER WWS #2	R-9891-Y091-Y05.500	63.13
E-3702-P005.P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	125.50
E-3704-P051-P15.000	WATER/SEWER SSD #1	R-9891-Y091-Y05.500	25.47
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	17.49
E-3706-P055.P15.000	WATER/SEWER SSD #3A	R-9891-Y091-Y05.500	4.37
E-3707-P056-P15.000	WATER/SEWER SSD #3B	R-9891-Y091-Y05.500	1.64
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	49.50
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	79.20
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	204.60
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	1,399.23
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	138.60
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	115.50
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	36.30
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	49.50
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	16.53
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	9.90
E-1210-S078-S14.006	RECORDER	R-9891-Y091-Y05.500	9.90
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	19.80
E-0400-M060-M64.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	9.90
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	19.80
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	24.75
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	19.80
Total amount this transfer			4,229.22

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF APRIL AND MAY, 2007**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following transfer of funds for

the Vision Insurance Chargebacks for the months of April and May, 2007

FROM	TO	AMOUNT
A014-A11 E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	3,631.05
A406-F08 E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y06.500	9.64
A006-E11 E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y06.500	238.18
A406-G09 E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	110.90
A403-A09 E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	112.82
M067-M05 E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	22.18
M060-M64 E-0400-M060-M64.008 CARE & CUSTODY REST.	R-9891-Y091-Y06.500	9.64
M060-M29 E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	22.18
M060-M75 E-0400-M060-M75.008 CARE & CUSTODY Sub A	R-9891-Y091-Y06.500	9.64
M074-M01 E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y06.500	0.00
M077-M02 SE-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y06.500	0.00
M078-M02 E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y06.500	22.18
H050-H15 E-0810-H050-H15.006 LITTER CONTROL	R-9891-Y091-Y06.500	0.00
S039-V15 E-0820-S039-V15.006 OH VALLEY RECYCLING	R-9891-Y091-Y06.500	0.00
S033-S47 E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	411.74
S078-S14 E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	22.18
J000-J06 E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	0.00
W082-T07 E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	4.82
S277-S02 E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	22.18
W080-P07 E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	22.18
S088-S03 E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	0.00
S086-S03 E-1561-S086-S03.006 NORTHERN SPEC PROJECT	R-9891-Y091-Y06.500	0.00
S087-S03 E-1571-S087-S03.006 EASTERN SPECIAL PROJ	R-9891-Y091-Y06.500	0.00
B100-B10 E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	44.36
S074-S05 E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
L001-L13 E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	76.18
H430-H14 E-2150-H030-H11.000 COUNTY HOME	R-9891-Y091-Y06.500	1,634.46
E101-E12 E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	183.01
T077-T01 E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	9.23
T079-T01 E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y06.500	0.87
F079-F01 E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y06.500	6.50
F078-F02 E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	0.00
F077-F01 E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y06.500	13.20
F076-F01 E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y06.500	34.54

S049-S63 E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	98.36
H300-H13 E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	465.78
H310-H08 E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	44.36
K200-K10 E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	22.18
K200-K10 E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	0.00
K200-K24 E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	615.24
K200-K37 E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	196.72
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	67.14
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	225.48
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	64.52
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	50.86
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	11.14
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	3.22
T075-T52 E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	71.36
T075-T02 E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	0.00
S079-S07 E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	152.36
S230-S66 E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	352.92
W081-P07 E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	22.18
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	22.18
		9,159.86

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
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF APRIL AND MAY, 2007**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following transfer of funds for the Delta Dental Chargebacks for the months of April and May, 2007

FROM	TO	AMOUNT
A014-A12 E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	11,568.04
A406-F08 E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y07.500	26.84
A006-E11 E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y07.500	766.16
A406-G09 E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	366.00
A403-A09 E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	359.90
M067-M05 E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	73.20
M060-M64 E-0400-M060-M64.008 CARE & CUST.DY REST.	R-9891-Y091-Y07.500	26.84
M060-M29 E-0400-M060-M29.008 CARE & CUST. C CAP	R-9891-Y091-Y07.500	73.20
M060-M75 E-0400-M060-M75.008 CARE & CUST.Y Sub Abu	R-9891-Y091-Y07.500	26.84
M074-M01 E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y07.500	0.00
M077-M02 SE-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y07.500	0.00
M078-M02 E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y07.500	73.20
H050-H15 E-0810-H050-H15.006 LITTER CONTROL	R-9891-Y091-Y07.500	0.00
S039-V15 E-0820-S039-V15.006 OH VALLEY RECYCLING	R-9891-Y091-Y07.500	0.00
S033-S47 E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,306.62
S078-S14 E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	73.20
J000-J06 E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	0.00
W082-T07 E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	13.42
S277-S02 E-1520-S077-S04.006 CORRECTIONS ACT GRAN	R-9891-Y091-Y07.500	73.20
W080-P07 E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	146.40
S088-S03 E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	0.00
S086-S03 E-1561-S086-S03.006 NORTHERN SPEC PROJ	R-9891-Y091-Y07.500	0.00
S087-S03 E-1571-S087-S03.006 EASTERN SPECIAL PROJ	R-9891-Y091-Y07.500	0.00
B100-B10 E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	146.40
S074-S05 E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
L001-L13 E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	273.28
H430-H14 E-2150-H030-H11.000 COUNTY HOME	R-9891-Y091-Y07.500	5,237.46
E101-E12 E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	576.35
T077-T01 E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	33.32
T079-T01 E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y07.500	3.04
F079-F01 E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y07.500	23.33
F078-F02 E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	0.00
F077-F01 E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y07.500	47.44
F076-F01 E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y07.500	125.38

S049-S63 E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	319.64
H300-H13 E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,537.20
H310-H08 E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	146.40
K200-K10 E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	73.20
K200-K10 E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	0.00
K200-K24 E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	319.64
K200-K37 E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	73.20
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	236.78
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	769.16
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	173.42
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	138.82
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	30.08
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	10.82
T075-T52 E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	233.02
T075-T02 E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	0.00
S079-S07 E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	492.88
S230-S66 E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,119.96
W081-P07 E-1510-W081.P07.006 PROSECUTOR		
DRETAC	R-9891-Y091-Y07.500	73.20
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	36.60
TOTAL		27,223.08

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
THE EXPRESS SCRIPTS CHARGEBACKS
FOR THE MONTHS OF APRIL AND MAY, 2007**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following transfer of funds for the Express Scripts Chargebacks for the months of April and May, 2007

FROM	TO	AMOUNT
A014-A13 E-0256-A014-A13.006 GENERAL	R-9891-Y091-Y08.500	28,493.44
A406-F08 E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y08.500	74.30
A006-E11 E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y08.500	1,717.88
A406-G09 E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y08.500	986.80
A403-A09 E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y08.500	1,407.06
M067-M05 E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y08.500	197.36
M060-M64 E-0400-M060-M64.008 CARE & CUSTODY REST.	R-9891-Y091-Y08.500	74.30
M060-M29 E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y08.500	197.36
M060-M75 E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y08.500	74.30
M074-M01 E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y08.500	0.00
M077-M02 SE-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y08.500	0.00
M078-M02 E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y08.500	197.36
H050-H15 E-0810-H050-H15.006 LITTER CONTROL	R-9891-Y091-Y08.500	0.00
S039-V15 E-0820-S039-V15.006 OH VALLEY RECYCLING	R-9891-Y091-Y08.500	0.00
S033-S47 E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y08.500	3,148.47
S078-S14 E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y08.500	197.36
J000-J06 E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y08.500	0.00
S277-S02 E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y08.500	197.36
W080-P07 E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y08.500	271.66
S088-S03 E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y08.500	0.00
S086-S03 E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y08.500	0.00
S087-S03 E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y08.500	0.00
B100-B10 E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y08.500	394.72
S074-S05 E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y08.500	0.00
L001-L13 E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y08.500	740.68
H430-H14 E-2150-H030-H11.000 COUNTY HOME	R-9891-Y091-Y08.500	14,223.36
E101-E12 E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y08.500	1,275.11
T077-T01 E-2223-T077-T01.002 IAP	R-9891-Y091-Y08.500	73.27
T079-T01 E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y08.500	7.50
F079-F01 E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y08.500	37.55
F078-F02 E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y08.500	0.00
F077-F01 E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y08.500	88.26
F076-F01 E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y08.500	307.32
S049-S63 E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y08.500	469.02
S066-S79 E-2410-S066-S80.000 MENTAL RETARDATION	R-9891-Y091-Y08.500	12,925.02
H300-H13 E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y08.500	4,026.74

H310-H08 E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y08.500	201.96
K200-K10 E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y08.500	197.36
K200-K10 E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y08.500	0.00
K200-K24 E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y08.500	706.26
K200-K37 E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y08.500	209.50
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y08.500	587.26
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y08.500	1,851.48
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y08.500	559.10
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y08.500	432.42
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y08.500	96.68
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y08.500	27.86
T075-T52 E-4110-T075-T52.008 WIC	R-9891-Y091-Y08.500	300.91
T075-T02 E-4110-T075-T52.008 WIC	R-9891-Y091-Y08.500	0.00
S079-S07 E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y08.500	1,012.34
S230-S66 E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y08.500	2,050.22
W081-P07 E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y08.500	0.00
W082-T07 E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y08.500	37.15
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y08.500	197.36
TOTAL		80,271.42

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND/COMMON PLEAS COURT

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 9, 2007.

E-0061-A002-B02.002 Salaries-Employees \$ 676.00

**Note: This is a credit received for unemployment payment made regarding Diane Day.*

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 911 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 May 9, 2007.

E-2301-E011-E01.011 Contract Services \$ 100,000.00
 E-2301-E011-E02.012 Equipment \$ 75,489.46

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 LODGING EXCISE TAX G-50 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 January 2, 2007.

E-1910-G050-G01.000 Convention and Visitors Bureau \$ 200,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE BOND RETIREMENT PARK HEALTH O-25 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 May 9, 2007.

E-9211-O025-O03.051 Interest \$65,500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE BOND RETIREMENT – JAIL CONSTRUCTION O-30

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 January 2, 2007.

E-9212-0030-002.051 Interest \$.01

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 BOND RETIREMENT SATELLITE BUILDING O31 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 May 9, 2007.

E-9215-0031-002.051 Interest \$22,667.25

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE OIBRS FUND P87/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 May 9, 2007.

SHERIFF'S DEPARTMENT / OIBRS FUND P87

E-1701-P087-P01.012 Equipment \$ 3,372.16

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 S017 CHILDREN SERVICES 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 May 9, 2007.

BELMONT COUNTY CHILDREN SERVICES

E-2765-S017-S31.000 Other Expenses \$ 98,399.00

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 S89 COMMON PLEAS COURT GENERAL SPECIAL PROJECTS FUND

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 9, 2007.

S89 COMMON PLEAS COURT GENERAL SPECIAL PROJECTS

E-1572-S089-S06.002	Salaries	\$ 2,000.00
E-1572-S089-S01.000	Other Expenses	\$ 936.00
TOTAL		\$ 2,936.00

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 BELMONT CO. COMMISSIONERS CDBG FUND

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 9, 2007.

BELMONT CO. COMMISSIONERS CDBG FUND

E-9702-T011-T03.000 CDBG Escrow Account "CHIP" \$ 21,267.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE FEMA T69 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 May 2, 2007.

E-9708-T069-T04.000 \$10,083.00

Reimbursement for FEMA Expenses (Final Reimbursement – State Share)

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	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 May 2, 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:

AUDITOR - Andrew Satak to Woodsfield, OH, on May 11, 2007 to attend Southeast District Meeting. A county car will be used. Estimated expenses: \$75.00.

Sheila Turner to Marysville, OH, on May 21, 2007, to attend CCAO/H.B. 694 Training Seminar. Estimated expenses: \$150.00.

BCDJFS – Lori O’Grady and Judy Burney to Columbus, OH, on May 22-23, 2007, to attend Civil Rights Training.

Jack Cera to Cadiz, OH, on May 7, 2007 to attend COG Meeting. Estimated expenses: 400.71

COMMISSIONERS – Marie Kocher and Roberta Jenkins to U. S. Post Office, Wheeling, WV, on May 9, 2007, to attend brief seminar on new postage rates and regulations.

ENGINEER – Fred Bennett, Michael Wahl, Don Pickenpauh and Shereza O’Hara to Toledo, OH, on June 10-12, 2007, to attend 2007 CCAO/CEAO Annual Summer Conference. Estimated expenses: \$400.00 each.

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 - \$21,267.00 paid into R-9702-T011-T05.501 CDBG-Grant CHIP on May 8, 2007, Draw Number 346, Grant #B-C-05-007-2.

BOND RETIREMENT SATELLITE BLDG. O31 FUND - \$22,667.25.

BOND RETIREMENT PARK HEALTH FUND O25 - \$65,500.00

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – None.

IN THE MATTER OF _____] [Belmont Co. Commissioners
LAKWOOD ESTATES _____] [Courthouse
RICHLAND TOWNSHIP SEC 15, T-7, R-4 _____] [St. Clairsville, Ohio 43950
_____] [Date May 9, 2007

Motion made by Mr. Thomas, seconded by Mr. Longshaw to authorize the Assistant Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the plat of Lakewood Estates, Richland Township Sec 15, T7, R4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
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To: Cindi Henry, F.O., Richland Township Trustees, 118 Overbaugh Ave., St. Clairsville, OH 43950

You are hereby notified that the 23rd day of May, 2007, at 11:00 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/
Assistant Clerk of the Board

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

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

IN THE MATTER OF AWARDING BID FOR PROJECT 07-5 FURNISHING & APPLYING LIQUID ASPHALT

Motion made by Mr. Thomas, seconded by Mr. Longshaw to award the bid for Project 07-5 Furnishing & Applying Liquid Asphalt to Lash Excavating & Paving in the amount of \$199,000.00, based upon the recommendation of Fred Bennett, County Engineer.

Note: Lash was the only bidder on the project.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH LAKE ERIE CONSTRUCTION CO. FOR GUARDRAIL RECONSTRUCTION ON CR 214/ENGINEER

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into contract, on behalf of the Belmont County Engineer, with Lake Erie Construction Company of Norwalk, Ohio in the amount of \$279,375.00 for Guardrail Reconstruction on Bellaire-High Ridge Road (CR 214), PID No. 75572.

CONTRACT WITH BELMONT COUNTY COMMISSIONERS
PROJECT BEL – CR 214 / VAR GR - GUARDRAIL RECONSTRUCTION
BELLAIRE-HIGH RIDGE ROAD
PID NO. 75572

THIS AGREEMENT made and entered into this 9th day of May, 2007 between **LAKE ERIE CONSTRUCTION COMPANY**, 25 S. Norwalk Road, P.O. Box 777, Norwalk, OH 44857 and Charles Probst, Jr., Mark Thomas and Gordie Longshaw, Commissioners of Belmont County, WITNESSETH that the said **LAKE ERIE CONSTRUCTION COMPANY** hereby agrees to furnish all service, labor, material and equipment to do all work requisite necessary to reconstruct guardrail along County Highway 214 and other related work in accordance with Bid Document, Contract Provisions, 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	UNIT PRICE BID	TOTAL AMOUNT BID
20,487.5 FT	202	GUARDRAIL REMOVED	\$0.80	\$16,390.00
19,162.5 FT	606	GUARDRAIL, TYPE 5, AS PER PLAN	\$10.40	\$199,290.00
18 EACH	606	FLARED END SECTION	\$55.00	\$990.00
90 EACH	606	ANCHOR ASSEMBLY, TYPE A	\$685.00	\$61,650.00
1 LUMP	614	MAINTAINING TRAFFIC	\$1,055.00	\$1,055.00
TOTAL AMOUNT				\$279,375.00

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

BELMONT COUNTY COMMISSIONERS **LAKE ERIE CONSTRUCTION COMPANY**

Mark A. Thomas /s/

BY: _____

Charles R. Probst, Jr. /s/

Gordie W. Longshaw /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAYMENT OF INVOICES FOR CMG ARCHITECTS & ENGINEERS, LLP/ HAB CENTER & NEW EASTERN DIVISION COURT BUILDING

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the payment of the following invoices for CMG Architects & Engineers, LLP for the architectural and engineering services from 4/1/07 through 4/30/07.

<u>Project</u>	<u>Invoice #</u>	<u>Amount</u>
Habilitation Center Adaptive Reuse, Stage 1	10556	\$6,675.54
New Eastern Division Court Building/land acquisition phase	10553	581.25

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A SOFTWARE MAINTENANCE AGREEMENT WITH MAXIMUS, INC. ON BEHALF OF BCDJFS FOR THE AREA CONSOLIDATION AND REPORTING SYSTEM (ACRS)

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into a Software Maintenance Agreement with Maximus, Inc., on behalf of Belmont County Department of Job and Family Services, in the amount of \$3,000.00 for the Area Consolidation and Reporting System (ACRS); this is for the period of July 1, 2007 through June 30, 2008.

Note: This agreement covers ongoing support and maintenance of ACRS for state fiscal year 2008.

SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") is made and entered into between MAXIMUS, Inc., a Virginia corporation ("MAXIMUS"), on July 1, 2007 (effective date) and Belmont County DJFS ("Licensee") under the Software License Agreement (SLA) dated 7/5/2005. The terms and conditions of the Master Agreement are incorporated herein by reference. In the event of any conflict between the Master Agreement and this Agreement, the SLA shall prevail.

MAXIMUS and Licensee are sometimes referred to herein as the "Parties" or individually as a "Party".

WHEREAS: Licensee has acquired the use of **Area Consolidation and Reporting System (ACRS)** (the "System") in accordance with the Software License Agreement between MAXIMUS and Licensee and any amendments thereto, and Licensee desires to acquire on-going maintenance in accordance with the terms set forth in this agreement;

NOW, THEREFORE, for and in consideration of the foregoing recitals, the agreements and undertakings hereinafter provided and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by MAXIMUS and Licensee, MAXIMUS hereby agrees to provide software maintenance services to the Licensee under the following terms and conditions.

1. **SOFTWARE MAINTENANCE FEES.**
 - (a) Licensee shall pay MAXIMUS a fee of **\$3,000.00** for the 12 month period specified herein. The fee shall be payable on the execution of this agreement for the period from **July 1, 2007 through June 30, 2008**.
 - (b) In the event Licensee fails to renew this agreement for any year, the fee set forth herein shall not apply to any subsequent agreement for software maintenance. MAXIMUS shall determine the applicable fee which shall not be less than the then annual fee plus seventy-five percent (75%) of the fee charged for each year that a maintenance agreement was not in effect.
2. **TERM.** The minimum term for this agreement shall be from **July 1, 2007 through June 30, 2008**. Licensee shall have the option to extend this agreement on a year-to-year basis by paying the current annual fee of **\$3,000.00** or, if the fee is raised by the MAXIMUS, the then current annual fee. Failure to pay the annual renewal fee within thirty (30) days prior to the beginning of the fiscal year or within thirty (30) days of execution hereof if for a partial year shall constitute cancellation of the Agreement by the Licensee. In addition, MAXIMUS may terminate the Agreement at the end of any period, with or without cause.
3. **SERVICES UNDER THIS AGREEMENT.** MAXIMUS agrees to provide the Licensee with any updates or modifications to the System and to correct any problems with the System software that are made generally available to Licensees of the System pursuant to an applicable Maintenance Agreement. Under the terms of this maintenance agreement, Licensee is entitled to telephone advice concerning questions on the System's operation. In the event additional services are requested by Licensee outside the foregoing scope of services, additional training and professional assistance shall be billed at then current professional fees plus expenses. This agreement does not cover problems outside of the System. Expenses associated with the Licensee's attendance at the group meetings are at the sole responsibility of the Licensee.

- 4. **WARRANTIES.** MAXIMUS GRANTS NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN RESPECT TO THE SYSTEM. ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
- 5. **TERMINATION.** In the event of termination for any reason, Licensee agrees to provide written certification that the original and any copies of all or any portion of the System affected by the termination have been destroyed or, if MAXIMUS provides notice to Licensee, Licensee shall deliver the original and any copies of the System to MAXIMUS within ten (10) days of Licensee's receipt of such notice. Either party may terminate this Agreement if the other party has breached any of its material obligations hereunder, and such breach has not been cured within thirty (30) days of receipt of written notice specifying the nature of the breach.
- 6. **AMENDMENTS.**
 - (a) Agreement. Any modification or amendment of this Agreement must be in writing and signed by the parties.
 - (b) License. MAXIMUS reserves the right to modify or amend the System. Licensee shall have no right to modify or amend the System, or to merge it into another work, without prior written consent of the MAXIMUS.
- 7. **LIMITATION OF LIABILITY.** MAXIMUS total aggregate liability hereunder shall not exceed fees paid under this Agreement. In no event shall MAXIMUS be liable for indirect, special, incidental, punitive and consequential damages.
- 8. **NOTICE.** Any notice or consent required to be given in accordance with this Agreement shall be in writing and shall be either (i) actually delivered to the party thereto entitled or (ii) mailed, with first class postage prepaid, to the address of the party entitled thereto hereinafter set forth, by certified mail, return receipt requested.

MAXIMUS:
 MAXIMUS, INC.
 700 Ackerman Road, Suite 150
 Columbus, OH 43202
 Attn: Mitch McGraw

LICENSEE:
 Belmont County DJFS
 310 Fox Shannon Place
 St. Clairsville, OH 43950

A notice shall be deemed to be received (i) on the date of its actual receipt by the party thereto and (ii) on the date as reflected on the United States Postal Service return receipt form and if said return receipt form is not signed by the party to whom notice is to be given, upon the date of the first attempted delivery as reflected thereon.

- 9. **COMPLETE AGREEMENT.** This Agreement and the License Agreement represent the entire and integrated agreement between the parties and supersede all prior negotiations, proposals, communications, understandings, representations or agreements, either written or oral, express or implied. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration so long as the same shall be in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hand and seal the date and year first above written.

Belmont County DJFS	MAXIMUS, INC.
BY: <u>Dwayne Pielech /s/</u>	BY: <u>Mitch McGraw /s/</u>
<u>Dwayne Pielech</u>	<u>Mitchell McGraw</u>
<u>Director</u>	<u>Senior Manager</u>

BOARD OF COUNTY COMMISSIONERS

Department Official _____
 Signature Mark A. Thomas /s/, President, Board of Belmont County Commissioners
Charles R. Probst, Jr. /s/
Gordie W. Longshaw /s/, Vice-President
 Date: 5/9/07

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING
 PAY REQUISITION NO. 4 FOR THE BELMONT LIFT
 STATION & FORCE MAIN PROJECT/BCSSD**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve and sign Pay Requisition No. 4 for the Belmont Lift Station & Force Main project as follows, based upon the recommendation of Jeff Vaughn, Project Engineer, and David Grum, Project Consultant.

- o Glen James & Sons \$ 17,306.25
- o Vaughn, Coast & Vaughn, Inc. \$ 1,140.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCHEDULING REGULAR
 MEETING OF BOARD OF COMMISSIONERS**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to reschedule the regular meeting of the Belmont County Board of Commissioners from Wednesday, May 30, 2007 to Thursday, May 31, 2007. Meeting will commence at 10:00 a.m. in the Commissioners Meeting Room at the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CANCELLING REGULARLY SECHEDULED
 EVENING MEETINGS OF THE BOARD OF COMMISSIONERS AND
 RESCHEDULING THEM TO DAY MEETINGS DURING SUMMER MONTHS**

Motion made by Mr. Thomas, seconded by Mr. Probst to cancel the regularly scheduled evening meetings of the Board of Commissioners during the months of June, July and August and reschedule them to day meetings, commencing at 10:00 a.m. Meetings will be held in the Commissioners Meeting Room at the Belmont County Courthouse.

Note: There will be no "Town Hall Meetings" during the months of June, July and August.

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 MEETINGS

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meetings of: April 11 and April 18, 2007.

Upon roll call the vote was as follows:

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

11:00 Agenda Item: Hearing-Road Improvement 1099

IN THE MATTER OF THE VACATION OF A PORTION OF FLUSHING TOWNSHIP ROAD NO. 357 (AKA WEST BRIAR HILL RD) FLUSHING TWP., SEC 26, T-10, R-6/RD IMP 1099

“Hearing Had 11:00 a.m. Belmont County, Ohio”

Present for hearing were Rick Oberdick, Engineer’s Drafting Tech II; Engineer Fred Bennett; Kim North of The Times-Leader; Al Molnar of The Intelligencer; Jack Hamilton, Surveyor; and H. Edward Rollandini, property owner, along with his attorney Richard Myser.

Mr. Oberdick stated that this is a .28 mile vacation and that at the road view, there did not appear to be much of a road there. The Engineer’s Office received a letter from the Flushing Township Trustees expressing their concern about vacating this road. Commissioner Thomas advised that prior to the road view, he and Commissioner Longshaw were in the office and called Mr. Oberdick in to talk about this issue, due to the fact that Commissioner Thomas would be out of town and not be able to attend road view. Commissioner Thomas wanted to know the facts of the situation. Commissioner Probst was apprised of this and he also viewed the road yesterday. Commissioner Thomas said he had a long discussion last Friday with Flushing Township Trustee Terry Barricklow. The Township Trustees could not attend today’s meeting and, therefore, Commissioner Thomas proceeded to read into the record the letter they had submitted to Mr. Fred Bennett:

May 4, 2007
Flushing Township
P.O. Box 438
Flushing, Ohio 43977
Mr. Fred Bennett,

This note is in the matter of vacation of a portion of Flushing Township Road N. 357. This being the southern most portion of 357 starting at Twp. Road 356 and continuing north approximately .28 mile.

Flushing Township Trustees stand on this road closing is that we hate to see any right-of-way closed. By closing this portion of said right-of-way, it does not permit the chance of future generations to be able to use an already established road right-of-way from bordering property.

This is our only stand on this road closing at this time. We apologize for not being able to attend this matter in person. We thank you for your time in this matter, and will stand by your final decision.

Sincerely,
Scott Roush /s/ - Flushing Township Trustee
John Howell /s/ - Flushing Township Trustee
Terry Barricklow /s/ - Flushing Township Trustee

Attorney Richard Myser, representing Mr. Rollandini, who is one of the property owners and the initiator of the petition, was present. He stated it is their position that they see no reason whatsoever this should stay open. “It’s a non-road actually,” remarked Attorney Myser. “It impairs two private property owners from using and improving their property,” added Mr. Myser. He noted that other than the Flushing Township Trustees general objection to this vacation, or any vacations, there are no other objections.

Mr. Bennett submitted his report recommending the vacation be granted as it does not landlock anyone. Commissioner Thomas explained the Trustees’ position concerned future potential development. They say it is much harder to reopen a private road than it is to just leave it open. With no other information being presented, Commissioner Longshaw stated “I see no problem,” and Commissioner Probst, advised “I’m fine with it.”

REPORT OF COUNTY ENGINEER OHIO REV. CODE, SEC. 5553.06

Date: 05/08/07

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated May 2, 2007, proceeded on May 3, 2007 to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should _____ be granted.

The width to which said improvement should be opened is 30 feet.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner, accompany this report and are made apart hereof.

An accurate and detailed description of the proposed improvement describing therein the center line and right of way lines follow:

Beginning at a point at the intersection of Township Road 357 (aka West Briar Hill Road) with the centerline of Township Road 356 (aka Briar Hill Road), thence from said point of beginning 1,487 feet in a northerly direction along the center of the old road bed to the point of terminus on the half section line of said section 26.

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement be granted, to-wit:

Fred F. Bennett /s/
County Engineer of Belmont County, Ohio

DISCUSSION: Commissioner Thomas stated the following motion was being made based upon the evidence before the Board, taking very seriously the letter from the Township Trustees, and then based upon the final recommendation of the Belmont County Engineer.

IN THE MATTER OF THE VACATION OF A PORTION OF FLUSHING TOWNSHIP ROAD NO. 357 (AKA WEST BRIAR HILL RD) FLUSHING TWP., SEC 26, T-10, R-6/RD IMP 1099

Office of County Commissioners
Belmont County, Ohio

RESOLUTION-GRANTING PROPOSED IMPROVEMENT ORDERING RECORD, ETC.

Rd. Imp. #1099

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 9th day of May 2007 in the office of the Commissioners with the following members present:

Mr. Probst
Mr. Longshaw

Mr. Thomas

Motion made by Mr. Thomas, seconded by Mr. Longshaw, to grant the proposed Road Improvement 1099, vacation of a portion of Flushing Twp. Rd. 357 (aka West Briar Hill Rd.), Section 26, T-10, R-6.

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

Mr. Longshaw seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

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

Adopted the 9th day of May, 2007

Jayne Long /s/
Assistant Clerk, Board of County Commissioners,
Belmont County, Ohio

**IN THE MATTER OF FINAL PLAT APPROVAL FOR
NEVA AVENUE (PRIVATE ROAD)
WARREN TOWNSHIP SEC 15, T-8, R-6**

“Hearing Had-11:15 A.M.”

Present for the hearing were Fred Bennett, County Engineer and Ruth Graham, Engineer’s Drafting Technician. Mrs. Graham advised this is a little floating island in Warren Township. She reviewed the map with the Board and has contacted the Warren Township Trustees to explain that this was going in as a private road.

**“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 Neva Avenue (Private Road), Warren Township Sec. 15, T-8, R-6, 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. Longshaw seconded the motion and upon roll call the vote was as follows:

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

11:30 Agenda Item: Dwayne Pielech, Director, Belmont County Department of Job & Family Services Re: Summer Recreation Program contracts

Dwayne Pielech and Mike Klinec of the Belmont Co. Department of Job & Family Services were in attendance regarding the 2007 Summer Youth Recreation Program contracts. Present from participating communities were the following individuals: Kevin Barr, St. Clairsville Department of Parks & Recreation; Dawn Coleman, Martins Ferry Park District; Amy Wells, Village of Barnesville; Brenda Rinkes, Allison Mills Center (Bellaire); and Tim Merryman, Mead Township Park District. All representatives were very appreciative of this program and gave thanks to both the Department of Job & Family Services and the Board. Plans for use of the funding include a variety of activities such as swimming, bowling, kayaking in the Martins Ferry Pool, library visits, field trips, and the making of Character Camp Yearbooks at the Allison Mills Center.

Mr. Pielech explained this is an income-based program. Family income eligibility is set at 200% of the Federal Poverty Level Guideline. He introduced Mr. Mike Klinec as the Program Monitor. Commissioner Thomas gave accolades to Dwayne and his staff for getting the funding for this well-deserved project. Commissioner Probst noted this was a great way for kids to make friends. Memories of times spent as a kid in the parks were remarked upon by Commissioner Longshaw.

**IN THE MATTER OF ENTERING INTO CONTRACTS
ON BEHALF OF BCDJFS FOR THE SUMMER YOUTH
RECREATION PROGRAM**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into a Purchase of Performance of Services contract with the following entities, on behalf of Belmont County Department of Job and Family Services, for the Summer Youth Recreation Program, in an amount not to exceed \$20,000.00; effective after latest date on the signature page and terminating September 1, 2007.

Allison Mills Center (Bellaire)	Mead Township Park District
Village of Barnesville	St. Clairsville Department of Parks & Recreation
Martins Ferry Park District	

Note: The purpose of these contracts is to provide eligible Belmont County Youth with activities during the summer that emphasize increasing self-esteem, improving inter-personal relationship skills, learning about fair play and honesty, character building and providing learning opportunities.

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

Whereas, this contract, entered into on this 9th day of May, 2007, by and between the Belmont County Department of Job and Family Services (hereinafter Purchaser) and the **Allison Mills Center/Village of Barnesville/Martins Ferry Park District/Mead Township Park District/St. Clairsville Department of Parks and Recreation** (hereinafter Contractor), is for the purchase of the performance of the Summer Youth Recreation Program that meet the requirements and standards of the Belmont County Prevention, Retention and Contingency Plan, the Ohio Revised Code and rules and regulations promulgated there under and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide eligible Belmont County Youth with activities during the summer that emphasize increasing self-esteem, improving inter-personal relationship skills, learning about fair play and honesty, character building and providing learning opportunities.

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:	Allison Mills Center 3326 Belmont St. Bellaire, OH 43906 740-676-3337	Village of Barnesville 126 East Church Street Barnesville, OH 43713 740-425-1880	Martins Ferry Park District PO Box 21, 437 S. 4 th St. Martins Ferry, OH 43935 740-633-0602
	Mead Township Park District PO Box 74 Shadyside, OH 43947 740-671-9328	St. Clairsville Department of Parks and Recreation 102 Fair Avenue St. Clairsville, OH 43950 740-695-2037	

III CONTRACT PERIOD

This contract and its terms will become effective upon the execution of this document by all parties as stated herein. **The effective date is after the latest date on the signature page. No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is September 1, 2007.

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 Youth up to age 19 in families with income at or below 200% of the Federal Poverty Level Guidelines.

Program Duration

The Summer Youth Recreation Program may run for up to twelve (12) weeks.

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.

Prevention, Retention and Contingency (PRC)

Prevention, Retention and Contingency is a state program utilizing TANF funds to help families become self-sufficient. PRC services and eligibility requirements are outlined in the Belmont County PRC Plan, the Ohio Revised Code and Ohio Department of Job and Family Services rules.

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 will provide a Summer Youth Recreation Program for eligible Belmont County Youth. The program will provide youth with activities that emphasize increasing self-esteem, improving interpersonal relationship skills, building leadership skills, learning about fair play and honesty, character building and providing learning opportunities.
2. Contractor will provide physical location for the program
3. Contractor will hire necessary staff to operate the program and is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the staff.
4. Contractor is responsible for determining the eligibility of the participants and must obtain income or other eligibility verifications. Income eligibility for the program is 200% of the Federal Poverty Level Guidelines. Contractor may enroll youth who are over the 200% guideline however, they must charge a fee to those youth that is not less than the participant fee charged to the Purchaser.
5. 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.
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 up to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser will pay all costs related to providing the Summer Youth Recreation Program.
2. Purchaser will assist in helping the Contractor to understand the PRC regulations and provide income guideline information.
3. Purchaser will, when able, provide links to other agencies that may assist the Contractor in providing the program.

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

1. Contractor shall provide the Summer Youth Recreation Program to eligible Belmont County youth. The program will emphasize increasing self-esteem, improving inter-personal relationship skills, learning about fair play and honesty, character building and providing learning opportunities. At least fifty (50) youth must be served by the program.

D. Performance Standards

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

Output-effectiveness measures

1. All youth enrolled in the Summer Youth Recreation program will participate in activities that will emphasize increasing self-esteem, improving inter-personal relationship skills, learning about fair play and honesty, character building and providing learning opportunities.

E. Performance Reporting

At the end of the contract period, the Contractor shall provide to the Purchaser a report detailing the number of the youth attending the program, copies of participant applications, copies of payroll records and copies of bills and invoices. The Contractor will reconcile with the Purchaser any remaining funds and return any such funds to the Purchaser.

Failure of Contractor to deliver all required reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser’s discretion.

F. Evaluation and Monitoring

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

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

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of TANF (CFDA# 93.558) funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$20,000. The Contractor will submit a bill to the Purchaser for the entire amount of the contract.**

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 participants.

ALLISON MILLS CENTER

ACTIVITY	COST
Wages and Fringes	\$ 9,600
Equipment	0
Supplies	\$ 3,850
Food	\$ 2,650
Fees	\$ 3,850
Transportation	\$ 1,700
Other*	0
TOTAL	\$ 20,000.00

***Must be approved by BCDJFS as reasonable with detailed information as to the need.**

VILLAGE OF BARNESVILLE

ACTIVITY	COST
Wages and Fringes	\$ 9,936
Equipment	\$ 400
Supplies	\$ 2,300
Food	\$ 1,494
Fees	\$ 4,770
Transportation	\$ 900
Other*	0
TOTAL	\$ 20,000.00

***Must be approved by BCDJFS as reasonable with detailed information as to the need.**

MARTINS FERRY PARK DISTRICT

ACTIVITY	COST
Wages and Fringes	\$ 13,628
Equipment	\$ 1,015
Supplies	\$ 2,289
Food	\$ 800
Fees	\$ 2,268
Transportation	0

Other*	0
TOTAL	\$ 20,000.00

***Must be approved by BCDJFS as reasonable with detailed information as to the need.**

MEAD TOWNSHIP PARK DISTRICT

ACTIVITY	COST
Wages and Fringes	\$ 10,600
Equipment	\$ 2,000
Supplies	\$ 2,400
Food	\$ 1,600
Fees	\$ 3,300
Transportation	\$ 100
Other*	0
TOTAL	\$ 20,000.00

***Must be approved by BCDJFS as reasonable with detailed information as to the need.**

ST. CLAIRSVILLE DEPT. OF PARKS AND RECREATION

ACTIVITY	COST
Wages and Fringes	\$ 8,150
Equipment	\$ 350
Supplies	\$ 5,000
Food	0
Fees	\$ 6,500
Transportation	0
Other*	0
TOTAL	\$ 20,000.00

***Must be approved by BCDJFS as reasonable with detailed information as to the need.**

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

Audits may be conducted using a sampling method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser, upon request, 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.

XXVIII 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 the 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, the Belmont County Board of Commissioners and the Belmont County Department of Job and Family Services.

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 Purchaser's 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.

XXXV SIGNATURES

Dwayne D. Pielech /s/	5-8-07	
Dwayne D. Pielech, Director Belmont County Department of Job and Family Services	Date	
Walter C. Bauknecht III /s/	5-3-2007	
Representative Allison Mills Center		
Roger A. Deal /s/	5-4-07	
Representative Village of Barnesville		
Dawn Coleman /s/	5-3-07	
Representative Martins Ferry Park District		
Timothy A. Merryman /s/	5-7-07	
Mead Township Park District		
Kevin E. Barr /s/	5-3-07	
St. Clairsville Dept. of Parks and Recreation		
Mark A. Thomas /s/	5-9-07	
Belmont County Commissioner	Date	
Charles R. Probst, Jr. /s/	5-9-07	
Belmont County Commissioner	Date	
Gordie W. Longshaw /s/	5-9-07	
Belmont County Commissioner	Date	
Chris Berhalter /s/	5-4-07	

Approved as to form:
Belmont County Prosecutor
Upon roll call the vote was as follows:

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

**11:45 Agenda Item: Dave Diosi, DRD Consulting and Dwayne Pielech, BCDJFS Director
Re: Telly Award and Update on BCDJFS Flood Program**

Mr. Pielech said he was hoping to have results in today from the Flood Grant Program, even though it ended a couple of month ago. They still have a couple of vendors who haven't given them their final tonnage on debris removal. He will share this information with the Board and the media when it is received.

May 9, 2007

Mr. Pielech said when his department was in Neffs doing a summary about the Flood Grant Program, and at the mini news conference regarding the home demolition project, they showed a video that they felt was important as they were struggling from week to week to continue funding this program. They felt a public relations piece could be used to let the public know, outside of Belmont County, how good the program was and how it benefited not just the local subdivisions, but as well the health and safety of children that live in these communities. That video was sent onto Congress, the state legislature, the Ohio Department of Job & Family Services, and the U.S. Department of Labor. Dwayne stated the video was well done and very informational. It helped BCDJFS continue getting funding.

Dave Diosi of DRD Consulting, St. Clairsville, OH, advised that among the participants in the video included testimonials of some of the flood victims and some of the workers whose jobs were created with the funding. The video garnered a Telly Award which is one of most prestigious you can receive for video production, TV production or television commercials in the advertising industry. Mr. Diosi stated he was very proud to work with everyone and to receive this award. "A small percentage of people are recognized for this," advised Mr. Diosi.

Commissioner Thomas gave his congratulations. He noted, "This has been one of the more positive, if not the most positive program that has come out of the county's worst disaster in its history."

Congratulations and thanks were also given by Commissioners Probst and Longshaw to Dwayne and his staff and Mr. Diosi.

12:10 P.M. BREAK. Commissioner Thomas stated the board will reconvene at a later time and the media will be notified of any further action taken.

**RECONVENED 11:41 AM, Thursday, May 10, 2007
Commissioner Thomas stated there was no further business.**

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:42 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adjourn the meeting at 11:42 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 16th day of May, 2007.

_____ COUNTY COMMISSIONERS

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

May 9, 2007

PRESIDENT

ASSISTANT CLERK