

St. Clairsville, Ohio

August 6, 2008

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Gordie W. Longshaw, Charles R. Probst, Jr. and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board. Minutes of the meeting of July 30, 2008, 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. 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-Alltel	Cell phone-Ed Gorence/General Fund	75.51
A-Belmont Co. Dept. of Job & Family Services	Mandated Share Payments/General Fund	30,792.08
A-Belmont Co. Regional Airport Authority	Annual Allocation/General Fund	25,000.00
A-Chevron and Texaco Business	Misc. gasoline expenses/General Fund	1,857.28
A-Crystal & Hinckley Springs	Water/General Fund	27.43
A-Draft Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Draft Co., Inc.	.Com Renewal/General Fund	40.00
A-Draft Co., Inc.	.Com Renewal/General Fund	40.00
A-Elan Cardmember Service	Travel-M. Thomas/General Fund	1,793.44
A-ERB Electric Company	Phone System-Jail/General Fund	64,800.00
A-FP Mailing Solutions	Postage Machine Lease/General Fund	551.40
A-Jefferson Co. Commissioners	Housing of Prisoners/General Fund	11,234.75
A-Ohio Valley Spray Foam, Inc.	One-Half Down Payment-Sargus Roof Repairs/General Fund	21,610.00
A-Project Lifesaver	Project Supplies-Sheriff/General Fund	204.53
A-Quill	Supplies/General Fund	37.22
A-Quill	Supplies/General Fund	236.72
A-Ryan Allar	Reimburse Food Exp.-Sheriff/General Fund	32.62
A-St. Clair Lumber Co.	Supplies-GIS Projects/General Fund	379.73
A-Treasurer of State	Auditing Fees/General Fund	16,680.21
C-Print n' Copy	Envelopes/Indigent Guardianship Fund	100.00
C-Tracey Lancione Lloyd	Attorney Fees/Indigent Guardianship Fund	270.00
J-Thomas A. Schirack, A.S.A.	Maintenance Contract/Real Estate Assessment Fund	6,240.00
M-Mary Lyle	Mileage/Intake Coordinator-Juvenile Court Fund	192.60
N-HLC Trucking	Equipment Rental/Road & Bridge Improvement Fund	340.00
N-Huntington National Bank	Note Payment-Engineer's Garages/Building Construction Fund	480,000.00
N-Huntington National Bank	Interest Payment-Engineer's Garages/Building Construction Fund	25,656.53
N-Huntington National Bank	Principal-Engineer's Garages/Building Construction Fund	160,000.00
N-Huntington National Bank	EOC Loan Payment/Bond Retirement/EMA Construction	270,000.00
N-Huntington National Bank	EOC Interest Payment/Bond Retirement/EMA Construction	10,823.85
N-Metal Masters, Inc.	Applic. #14/Jail Construction Fund	5,741.87
N-Wilson Blacktop Corp.	Asphalt/Road & Bridge Improvement Fund	17,686.00
N-W.G. Tomko, Inc.	Contracts Service/Jail Construction Fund	698.00
O-Huntington National Bank	Interest/Bond Retirement/Common Pleas Computer Fund	3,207.07
O-Huntington National Bank	Principal/Bond Retirement/Common Pleas Computer Fund	80,000.00
O-Ohio Dept. of Development	Loan Payments/Fox Commerce Park/St Loan Repayment	3,300.66
P-First Colony	Refund/BCSSD Funds	50.00
P-Renee' Wilson	Reimburse travel exp./BCSSD Funds	121.50
P-Yorkville Board of Trustees of Public Affairs	Sewage Disposal/BCSSD Funds	513.29
S-Belmont Senior Services	August Operating Expenses/In Home Care Levy-Comm on Aging	130,724.00
S-Beth Andes, MS, PCC	Contract Services-GS/District Detention Home Fund	892.50
S-Crystal & Hinckley Springs	Water/Certificate of Title Admn Fund	48.62
S-Crystal Springs	Water/Western Ct. Gen. Special Projects Fund	38.38
S-Hampton Inn Columbus Polaris	Conference/Training/Eastern Ct. Gen. Special Projects	312.00
S-MAXIMUS, Inc.	Conference Fees/Eastern Ct. Gen. Special Projects	650.00
S-Wingate Columbus Polaris	Conference/Board Meeting/Eastern Ct. Gen. Special Projects	89.00
W-Delinquent Collectors of Ohio, Inc.	Contract Services/DRETAC Treasurer's Office	4,587.16

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for August 6, 2008 as follow:

FUND	AMOUNT
A-GENERAL	\$13,959.13; \$12,683.00; \$4,937.11; \$151.78; \$101.67
GENERAL/ATTORNEY FEES	\$13,820.79
GENERAL/AUDITOR	\$702.91
GENERAL/EMA	\$2,559.23
GENERAL/MAGISTRATE	\$1,425.68
GENERAL/SHERIFF	\$1,216.45
GENERAL/911	\$4,485.96
B-Dog and Kennel	\$1,879.66
E-911	\$2,370.00
H-County Home, Park Health	\$5,316.35
H-Job & Family, CSEA	\$14,946.23
H-Job & Family, Public Assistance	\$772.92; \$1,123.32; \$522.00; \$902.35; \$2,118.62; \$79,039.93; \$634.15
H-Job & Family, WIA	\$75,191.73
K-Engineer MVGT	\$204.58; \$9,493.99
M-Juvenile Ct.-Title IV-E Reimb	\$1,047.33

M-Juvenile Ct. Placement II	\$298.24
P-Oakview Admn Bldg	\$2,654.61
P-Sanitary Sewer District	\$8,627.20; \$4,564.34; \$13,554.80
S-District Detention Home	\$7,531.47
S-Job & Family, Children Services	\$27,143.10; \$100.00; \$38,688.01
S-Oakview Juvenile Residential Center	\$5,773.13
S-Port Authority	\$305.22

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 GENERAL FUND/VETERAN'S SERVICES

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

FROM	TO	AMOUNT
E-0161-A009-D05.000 Grave Markers	E-0161-A009-C08.000 Other Expenses	\$ 2,000.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-2813-K000-K30.013 Cont-Proj.	E-2813-K000-K40.074 Transfer Out	\$ 85,656.53

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfer Out	R -9002-N002-N08.574 Transfer In	\$ 185,656.53

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 CARE AND CUSTODY JUVENILE COURT FUND

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfer within fund for the Care and Custody Juvenile Court Fund.

FROM	TO	AMOUNT
CARE AND CUSTODY E-0400-M060-M50.000 Grant Holding Account	CARE AND CUSTODY E-0400-M060-M24.000 Other Expenses	\$ 30,000.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
WWS#2 E-3701-P003-P25.000 Purchased Water	WWS#2 E-3701-P003-P28.999 Travel & Exp.	400.00
WWS#3 E-3702-P005-P31.000 OE Oper	WWS#3 E-3702-P005-P28.000 Travel & Exp.	500.00
SSD#2 E-3705-P053-P15.000 OE Oper	SSD#2 E-3705-P053-P12.000 Travel & Exp/	100.00
E-3705-P053-P08.013 Projects	E-3705-P053-P05.000 Materials	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 FUND FOR THE MENTAL RETARDATION FUND

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

FROM	TO	AMOUNT
E-2410-S066-S85.000 MR/DD Specialized Services	E-2410-S066-S86.000 Self Determination	\$ 10,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND
FOR THE COMMON PLEAS COURT GEN SPEC PROJECTS FUND S89

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfer within fund for the Common Pleas Court General Special Projects Fund. S89

FROM	TO	AMOUNT
E-1572-S089-S06.002 Salaries	E-1572-S089-S02.000 Guardian Ad Litem	2,500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUNDS/
SHERIFF DOMESTIC VIOLENCE GRANT/SHERIFF GENERAL FUND

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfers between funds for the Belmont County Sheriff Dept.

FROM	TO	AMOUNT
E-5105-T008-T01.002 Salaries	E-0131-A006-A02.002 Salaries	5,904.60
E-5105-T008-T02.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	997.88
E-5105-T008-T03.006 Health Ins.	E-9891-Y091-Y01.006 Health Ins.	823.32
E-5105-T008-T04.004 Wrkr's Comp	E-0131-A006-A14.004 Wrkr's Comp	236.18
E-5105-T008-T05.012 Equipment	E-0131-A006-A16.000 Equipment	0.00
E-5105-T008-T06.010 Supplies	E-0131-A006-A03.010 Supplies	0.00
E-5105-T008-T07.000 Other Exp.	E-0131-A006-A16.000 Other Exp.	<u>243.75</u>
TOTAL		8,205.73

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION
CHARGEBACKS-JULY AND AUGUST 2008

Motion made by Mr. Longshaw, seconded by Mr. Thomas to make the following transfer of funds for Hospitalization Chargebacks for July and August 2008.

FROM	TO	AMOUNT
E-0041-A002-H05.006 PROBATION OFFICER	R-9891-Y091-Y01.500	580.56
E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y01.500	
E-0056-A006-E11.006 911 FUND	R-9891-Y091-Y01.500	15,169.70
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y01.500	7,848.76
E-0181-A003-A11.000 BD OF ELECTIONS	R-9891-Y091-Y01.500	12,189.76
E-0300-A008-B01.002 CHEST CLINIC	R-9891-Y091-Y01.500	1,172.88
E-0910-S033-S47.006 DETENTION HOME	R-9891-Y091-Y01.500	20,953.47
E-1210-S078-S14.006 COUNTY RECORDER	R-9891-Y091-Y01.500	746.75
E-1310-J000-J06.000 REAL ESTATE	R-9891-Y091-Y01.500	5,325.96
E-1410-W082-T07.006 DRETAC-TREAS	R-9891-Y091-Y01.500	
E-1511-W080-P07.006 PROS-VICTIM	R-9891-Y091-Y01.500	2,050.92
E-1520-S077-S04.006 CORRECTIONS ACT	R-9891-Y091-Y01.500	1,598.78
E-1600-B000-B13.006 DOG & KENNEL	R-9891-Y091-Y01.500	2,987.00
E-1600-B000-B13.006 D/K AUDITOR CLERK	R-9891-Y091-Y01.500	
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y01.500	5,561.90
E-2150-H030-H11.000 PARK HEALTH CENTER	R-9891-Y091-Y01.500	95,200.27
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y01.500	2,034.20
E-2410-S066-S80.000 BOARD OF DD	R-9891-Y091-Y01.500	86,864.88
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y01.500	158,088.92
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y01.500	10,615.98
E-2811-K200-K10.006 K-1	R-9891-Y091-Y01.500	1,493.50
E-2811-K200-K10.006 K-2	R-9891-Y091-Y01.500	3,437.28
E-2812-K000-K20.006 K-11	R-9891-Y091-Y01.500	37,940.70
E-2813-K000-K39.006 K-25	R-9891-Y091-Y01.500	13,603.62
E-4110-T075-T52.008 WIC	R-9891-Y091-Y01.500	4,400.78
E-6010-S079-S07.006 CLRK OF COURTS	R-9891-Y091-Y01.500	7,556.24
E-1561-S086-S03.006 Northern Court-Special	R-9891-Y091-Y01.500	298.64
E-1571-S087-S03.006 Eastern Court - Special	R-9891-Y091-Y01.500	726.82
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y01.500	17,696.38
E-9799-S012-S02.006 Port Authority	R-9891-Y091-Y01.500	1,493.50
WATER DEPARTMENT		
E-3701-P003-P31.000 WWS #2 Revenue	R-9891-Y091-Y01.500	4,878.82
E-3702-P005-P31.000 WWS #3 Revenue	R-9891-Y091-Y01.500	14,849.24
E-3704-P051-P15.000 SSD #1 Revenue	R-9891-Y091-Y01.500	3,887.16
E-3705-P053-P15.000 SSD #2 Revenue	R-9891-Y091-Y01.500	3,480.82
E-3706-P055-P15.000 SSD #3A Revenue	R-9891-Y091-Y01.500	648.36
E-3707-P056-P15.000 SSD #3B Revenue	R-9891-Y091-Y01.500	231.64
COUNTY HEALTH		
E-2210-E001-E15.006	R-9891-Y091-Y01.500	3,057.38
E-2227-F074-F03.002 Sewage Program	R-9891-Y091-Y01.500	2,267.09
E-2213-F075-F01.002 Vital Stats	R-9891-Y091-Y01.500	2,060.56
E-2214-F076-F01.002 PH infrastructure	R-9891-Y091-Y01.500	1,634.88
E-2215-F077-F01.002 Family Planning	R-9891-Y091-Y01.500	145.36
E-2216-F078-F02.002 Tobacco	R-9891-Y091-Y01.500	
E-2217-F079-F01.002 Women's Health	R-9891-Y091-Y01.500	145.36
E-2218-G000-G01.002 Food Services	R-9891-Y091-Y01.500	2,732.86
E-2223-T077-T01.002 IAP	R-9891-Y091-Y01.500	145.36
E-2226-T079-T01.002 Welcome Home	R-9891-Y091-Y01.500	145.36

JUV COURT/GRANTS

E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	1,493.50
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	597.28
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	1,493.50
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	597.28
E-0400-M077-M02.008	Supreme Court	R-9891-Y091-Y01.500	1,479.29
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	1,507.71
	TOTALS		565,116.96

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL 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 July 16, 2008.

E-0051-A001-A24.000	Infrastructure	\$188,369.64
	(2007 Infrastructure Money)	

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND

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 August 6, 2008

E-0051-A001-A50.000	Budget Stabilization Fund	\$2,100.00
	(repayment of cash advance to Park Health)	

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL 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 August 6, 2008.

E-0053-A013-A01.002	Salaries	\$522.22
	(Reimbursement from Law Library Association for Salary)	

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE SHERIFF'S DEPARTMENT VARIOUS FUNDS

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 6, 2008.

General

E-0131-A006-A09.000	Medical	662.10
E-0131-A006-A20.000	False Alarm	350.00
E-0131-A006-A23.000	Background	90.00
E-0131-A006-A24.000	E-SORN	345.00
E-0131-A006-A28.000	Shop w/Cop	0.00
E-0131-A006-A29.000	Mounted	0.00
E-0131-A000-A30.000	Lifesaver	210.00

Enforcement Education

E-1652-B016-B02.000	Education Expenses	0.00
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Commissary Fund

E-5100-S000-S01.010	Supplies	1,099.61
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Concealed Handgun License

E-5101-S001-S06.000	License Issuance	2,842.50
E-5101-S001-S07.012	Equipment	2,842.50

Sheriff Reserve Account

E-9710-U010-U06.000	Other Expenses	85.00
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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 GENERAL FUND/DISASTER SERVICES

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 August 6, 2008.

E-0054-A006-F07.000	Other Expenses	\$ 1,068.66
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR DOG AND KENNEL FUND B000 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 August 6, 2008.

E-1600-B000-B16.000 Exp of Estate Donation \$88,028.19

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE ENGINEER'S MVGT 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 August 6, 2008.

E-2813-K000-K40.074 Transfer Out \$ 100,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SOIL CONSERVATION FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 6, 2008.

E-1810-L001-L01.002	Salaries	5,000.00
E-1810-L001-L02.010	Supplies	1,021.50
E-1810-L001-L14.000	Other	10,000.00
TOTAL		16,021.50
E-1810-L001-L14.000	Other	16,021.50

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 VARIOUS JUVENILE COURT FUNDS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 6, 2008.

Fund	Title	Amount
INTAKE COORDINATOR		
E-0400-M062-M02.000	Other Expenses	565.00
JUVENILE COURT COMPUTER FUND		
E-1582-S085-S08.000	Computer Expenses	888.00
JUVENILE COURT GENERAL SPECIAL PROJECTS		
E-1589-S096-S10.010	Supplies	2,225.25
PLACEMENT II		
E-0400-M075-M01.000	Other Expenses	1,347.69

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE COUNTY ENGINEERS BUILDING FUND**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 6, 2008.

E-9002-N002-N42.050 Fee Expense For Loan \$ 1,872.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE COUNTY ENGINEERS BUILDING 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 August 6, 2008.

E-9002-N002-N40.050	Loan Rollover	\$ 480,000.00
E-9002-N002-N40.050	Loan Principal	160,000.00
E-9002-N002-N41.051	Interest Payment	25,656.53
TOTAL		\$ 665,656.53

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 SPECIAL EMERGENCY PLANNING FUND- LEPC**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 6, 2008.

E-1720-P090-P07.002	Salaries	10,475.00
E-1720-P090-P08.003	PERS	1,460.00
E-1720-P090-P09.004	Workers Comp	375.00

E-1720-P090-P03.000 Other Expenses 3,414.00
TOTAL 15,724.00

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 S017 CHILDREN SERVICES 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 August 6, 2008.

BELMONT COUNTY CHILDREN SERVICES

E-2765-S017-S31.000 Other Expenses \$ 97,811.00

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 S017 CHILDREN SERVICES 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 August 6, 2008.

BELMONT COUNTY CHILDREN SERVICES

E-2765-S017-S31.000 Other Expenses \$ 16,743.75

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 6, 2008.

DISTRICT DETENTION HOME

E-0910-S033-S33.002 Salaries	\$ 35,000.00
E-0910-S033-S44.003 OPERS/STRS	10,000.00
E-0910-S033-S50.005 Medicare	1,100.00
E-0910-S033-S47.006 Hospitalization	6,000.00
E-0910-S033-S34.010 Supplies	1,000.00
E-0910-S033-S37.000 Contract Repairs	550.00
E-0910-S033-S70.000 Contingency Fund/GS	304.76
TOTAL	53,954.76

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE COMM-BASED CORRECTIONS ACT GRANT FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 6, 2008.

E-1520-S077-S01.002 Salaries	17,386.75
E-1520-S077-S02.005 Medicare	252.00
E-1520-S077-S06.000 Automobile Exp.	0.00
E-1520-S077-S08.010 Supplies	0.00
E-1520-S077-S10.000 Communications	0.00
E-1520-S077-S04.006 Hospitalization	3,184.00
E-1520-S077-S03.003 P.E.R.S.	2,434.25
E-1520-S077-S05.004 Workers Comp	313.00
E-1520-S077-S07.000 Rentals	0.00
TOTAL	\$23,570.00

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. Longshaw, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 6, 2008.

S89 COMMON PLEAS COURT GENERAL SPECIAL PROJECTS

E-1572-S089-S06.002 Salaries	\$ 1,500.00
E-1572-S089-S02.000 Guardian Ad Litem	1,568.00
TOTAL	\$ 3,068.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE COMMON PLEAS COURT COMPUTER FUND**

Motion made by Mr. Longshaw, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 6, 2008.

E-1588-S095-S01.012 Computer Expenses-Equipment \$ 432.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SHERIFF DOMESTIC VIOLENCE GRANT**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 6, 2008.

E-5105-T008-T01.002	Salaries	5,904.60
E-5105-T008-T02.003	PERS/SPRS	997.88
E-5105-T008-T03.006	Health Insurance	823.32
E-5105-T008-T04.004	Workers Comp	236.18
E-5105-T008-T07.000	Other Expenses	<u>243.75</u>
TOTAL		8,205.73

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 CDBG FUND T11**

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 August 6, 2008.

E-9702-T011-T03.000 CDBG Escrow/CHIP Grant \$34,166.00
Drawdown #372 B-C-07-00712 and B-C-07-007-2 paid in 8/4/08

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. Probst, seconded by Mr. Thomas to execute payment of Then and Now Certification dated August 6, 2008, 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. Thomas	Yes
Mr. Longshaw	Yes

**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 Co. Budget Commission certify the following monies. CDBG - \$34,166.00 paid into R-9702-T011-T05.501 CDBG-Grant CHIP on August 4, 2008. Draw No. 372, Grant #B-C-07-007-1 and B-C-07-007-2.

Upon roll call the vote was as follows:

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

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

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

AUDITOR – Debbie Meloy to Cambridge, OH, on Sept. 4, 2008, to attend Federal & State Wage Hour Seminar for Ohio Employees, including FMLA update. Estimated expenses: \$250.00

COMMISSIONERS – Mike Kinter, Human Resources and Cindi Henry, Fiscal Manager, to Cambridge, OH, on Sept. 4, 2008, to attend workshop on Federal and State Wage-Hour. Estimated expenses: \$198.00 per person

ENGINEER – Don Pickenpugh, GIS Director, to attend 2008 Ohio Statewide Floodplain Management Conference in Columbus, OH, on August 27-28, 2008. Estimated expenses: \$360.00

Don Pickenpugh, GIS Director, to attend 2008 Ohio GIS Conference in Columbus, OH, on Sept. 10-12, 2008. Estimated expenses: \$450.00

Don Pickenpugh, GIS Director, to attend Professional Land Surveyors of Ohio, Inc. 2008 Fall Seminar in Mason, OH, on October 9-10, 2008. Estimated expenses: \$675.00

VETERANS – Robert Nixon, Assistant CVSO to attend OSACVSO Summer New Service Officer Training, on August 25, 26, 27 & 28, 2008. Estimated expenses: \$1,500.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING THE OHIO PUBLIC WORKS
COMMISSION PROJECT AGREEMENT/ENGINEER
SLIP REPAIR PROJECT BEL-16-1.95 (COUNTY RD. 4-NIXON RUN RD)**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to authorize Commissioner Charles R. Probst, Jr. to sign the Ohio Public Works Commission Project Grant Agreement for the Belmont County Engineer's BEL-16-1.95 Slip Repair Project (County Road 4-Nixon Run Road) in the amount of \$80,152.00; OPWC Project Control No. CU02L

**OHIO PUBLIC WORKS COMMISSION
PROJECT AGREEMENT**

OHIO LOCAL TRANSPORTATION IMPROVEMENT PROGRAM

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Agreement is entered into this 18th day of July, 2008 by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and Belmont County, Belmont County (hereinafter referred to as the "Recipient"), located at 101 West Main Street, St. Clairsville, Ohio 43950, in respect of the project named BEL-16-1.95 Slip Repair, and as described in Appendix A of this Agreement, (hereinafter referred to as the "Project") to provide an amount not to exceed Eighty Thousand, One Hundred Fifty-Two (\$80,152) for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: **013-00013**

OPWC Project Control No. **CU02L**

WHEREAS, the Local Transportation Improvement Fund created under Section 164.14 of the Revised Code is to benefit local subdivisions (as hereinafter defined) for the construction, reconstruction, improvement, or planning of transportation infrastructure (as hereinafter defined);

WHEREAS, pursuant to Section 164.05 of the Revised Code, the Director of the OPWC is empowered to (i) enter into agreements with one or more Local Subdivisions to provide loans, grants, and local debt support and credit enhancements for Capital Improvement Projects (as hereinafter defined); and (ii) authorize payments to Local Subdivisions or their Contractors (as hereinafter defined) for costs incurred for Capital Improvement Projects which have been approved by the Director;

WHEREAS, pursuant to Section 164.14 of the Revised Code, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Divisions C and E of Section 164.14 of the Revised Code;

WHEREAS, Sections 164.14 of the Revised Code permits a grant of funds for such a Capital Improvement Project to be expended or provided only after the District has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

WHEREAS, the Recipient desires to engage in the acquisition, construction, reconstruction, improvement, planning, or equipping of the Capital Improvement Project (the "Project") described in Appendix A of this Agreement;

WHEREAS, the Project described in Appendix A of this agreement has been duly recommended to the Director pursuant to Section 164.14 of the Revised Code by the District Public Works Integrating Committee of the Recipient;

WHEREAS, the Director desires to approve the Recipient's request for a grant of financial assistance to finance certain costs of the Project, such moneys being allocated out of the State and Local Government Highway Distribution Fund to the Local Transportation Improvement Fund in the State Treasury;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

SECTION 1. Definitions and General Provisions. The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates another or different meaning or intent.

"Act" means Chapter 164 of the Revised Code, enacted and amended thereunder, together with Chapter 164-1 of the Ohio Administrative Code (the "Administrative Code").

"Business Day" means a day of the year on which banks located in Columbus, Ohio and New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement" or "Capital Improvement Project" means the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, waste water treatment systems, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage and treatment facilities of Local Subdivisions, including real property, and facilities and equipment of Local Subdivisions related or incidental thereto.

"Chief Executive Officer" means the Chief Executive Officer of the Recipient and as designated pursuant to Section 6 hereof or his authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the Chief Fiscal Officer of the Recipient and as designated pursuant to Section 6 hereof or authorized designee as per written notification to the Director.

"Contractor" means a person who has a direct contractual relationship with the Recipient and is (i) the manufacturer of all or a portion of the Project, or (ii) the provider of labor, materials or services in connection with the acquisition, construction, reconstruction, expansion, improvement or engineering of the Project, or both.

"Cost of Capital Improvement Projects" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering Capital Improvement Projects, and, as applicable, related financing costs.

"District Committees" means the District Public Works Integrating Committees created pursuant to Section 164.04 of the Revised Code, the Executive Committees created pursuant to Section 164.04 of the Revised Code, and the Small Government Subcommittees created pursuant to Section 164.14 of the Revised Code.

"Fund" means the Local Transportation Improvement Fund created pursuant to Section 164.14 of the Revised Code.

"Governing Body" means the board of county commissioners or a county council if a county; the legislative authority if a municipal corporation; the board of township trustees if a township.

"Local Subdivision" means any county, municipal corporation, township of the State.

"Participation Percentages" means the percentage of the total actual project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual costs that will be contributed by the Recipient. Both of these percentages are identified in Appendix D. In the event that the total actual project costs exceed the estimated project costs identified in Appendix D, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project and as designated pursuant to Section 6 hereof, or his authorized designee as per written notification to the Director.

"Reimbursing" means the use of funds disbursed to the Recipient, as part of a loan or grant made to the Recipient pursuant to Revised Code Section 164.05, as reimbursement to the Recipient for costs integral to the completion of the Project that were incurred and paid by it and which did not in any way inflate costs of the Capital Improvement Project.

"State" means the state of Ohio.

"Transportation Infrastructure" means any highways, roads, streets, or bridges and the necessary safety appurtenances thereto constructed, reconstructed, expanded, or engineered on authority of funds allocated pursuant to Section 164.14 of the Revised Code.

Any reference herein to public boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time may have been duly amended, modified, supplemented or superceded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof," "hereby," "herein," "hereto," "hereunder," and similar terms refer to this Agreement and the term "hereafter" means after, and the term "heretofore" means before the effective date of this Agreement.

SECTION 2. Grant of Financial Assistance. Subject to the terms and conditions contained herein, the Grantor hereby grants to the Recipient moneys from the Fund not to exceed the amount as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the Grantor under this Agreement for the completion of the Project described in Appendix A of this Agreement.

SECTION 3. Local Subdivision Contribution. The Recipient shall, at a minimum, contribute to the Project (the "Local Subdivision Contribution") the Local Subdivision Participation Percentage as set forth in Appendix D of this Agreement. The Local Subdivision Contribution to the Project shall be for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project described in Appendix A of this Agreement.

SECTION 4. Notice to Proceed. Work shall not commence on this Project until the Director has issued a written Notice to Proceed to the Recipient. A Notice to Proceed shall be required for all project prime contractors or direct procurement initiated by the Recipient following execution of this Agreement.

SECTION 5. Project Schedule. Construction must begin within 30 days of the date set forth in Appendix A, Page 2 for the start of construction, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

SECTION 6. Disbursements. All payments made by the Grantor shall be made directly to the Contractor that performed the work and originated the invoice, unless the Grantor expressly authorizes Recipient use the reimbursement method specified in Paragraph (A)(4)(b) of Rule 164-1-22 of the Administrative Code.

(a) Project Administration Designation. Pursuant to Paragraph (B) of Rule 164-1-21 of the Administrative Code, the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager as set forth in Appendix B of this Agreement.

(b) Disbursements to Contractors to Pay Costs of the Project. The Recipient shall require that as work on the Project and as specified in its contract is performed a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall so certify in writing, forwarding said certification together with a copy of the invoice to the Chief Fiscal Officer. Within five (5) Business Days following receipt of such invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he considers appropriate and, if he approves such invoice, shall submit to the Director a Disbursement Request together with the information and certifications required by this Section 6(b). The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Ratio as set forth originally in Appendix D of this Agreement or as may be adjusted from time to time to account for changed conditions in the project financing scheme. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall, if such items are deemed by the Director to be accurate and complete, initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. Upon receipt of a warrant from the Auditor of State drawn in connection with a voucher initiated in accordance with the terms of the preceding sentence, the Director shall forward it, by regular, first class, United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

- (1) If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
- (2) If the request is for disbursement to the Recipient pursuant to Paragraph (A)(4)(b) of Rule 164-1-22 of the Administrative code, a bill of sale, paid invoice or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
- (3) The Project Manager's certification pursuant to this Section 6(b) of this Agreement;
- (4) The Disbursement Request Form and Certification in the form set forth as Appendix E of this Agreement properly executed by the Chief Fiscal Officer and the Chief Executive Officer; and
- (5) Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents are in compliance with the requirements of this Agreement, the Director is authorized and directed to cause the disbursement of moneys for payment of the identified Project costs. A copy of all such documents submitted to the Director shall be retained by the Director.

In the event that any money is disbursed to the Recipient pursuant to this Section 6(b) of this Agreement to pay a portion of an invoice submitted by a Contractor, the Recipient shall expend such money to pay such Contractor for costs of the Project within twenty-four (24) hours after receipt thereof.

The Recipient represents that the Project was initially purchased, constructed, installed or acquired by the Recipient no earlier than the execution date of this Agreement.

(c) Disbursement Submittal Deadlines. The Recipient shall submit no more than one Disbursement Request per calendar month.

(d) Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section 2 hereof is being or will be used to refinance, retire, or redeem or otherwise pay debt service on all or any part of any governmental obligations.

(e) Project Scope. The physical scope of the Project shall be limited to only those capital improvements as described in Appendix A of this Agreement. In the event that circumstances require a change in such physical scope, such changes must be approved through the execution of a formal Amendment to this Agreement.

(f) Excess Moneys. In the event that the Recipient determines that it will no longer require all or any portion of the moneys provided pursuant to Section 2 hereof for authorized Project purposes, such as acceptable construction bids being received in dollar amounts significantly below project budget-related cost estimates, the Recipient shall mail, by first-class mail postage prepaid, a written notice to the Director. Such notice shall state (1) that the Recipient does not intend to use certain moneys made available to it pursuant to Section 2 hereof for authorized Project purposes and (2) the amount of such moneys no longer required. Upon receipt of such notice, the moneys specified therein shall no longer be available to pay costs relating to the Project.

(g) Project Cost Overruns. In the event that the Recipient determines that the moneys provided pursuant to Section 2 hereof, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, Recipient may, with the approval of its District Public Works Integrating Committee, apply to the Director for supplemental assistance. The Director may approve or recommend such supplemental assistance only if the Recipient demonstrates to the Director's satisfaction that such funding is necessary for the completion of the Project and that the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application.

(h) Project Completion Report. By executing the Project Completion Report section provided in Appendix E, page 2 of the Agreement, the subdivision certifies that the Project is completed, and that the subdivision will submit no additional invoices. When executed, this section represents the complete understandings between the OPWC and the subdivision as to the status of the Project. No other agreements, negotiations, conversations, or any other communications of any form may be submitted as evidence of the Status of the Project. The OPWC will not accept or receive disbursement requests subsequent to the subdivision's execution of the Project Completion Report.

SECTION 7. Retainage. Except as provided in the second sentence of this Section 7, Recipient shall comply in all respects with the requirements of Sections 153.12, 153.14, and 153.63 of the Revised Code, or other law applicable to it, including, but not limited to, the provisions thereof, to the extent applicable to Recipient, which require the holding of certain amount from payments to be made to Contractors and the deposit of such amounts into an escrow amount established pursuant to Section 153.63 of the Revised Code. Upon written notification to and approval of the Director, Recipient may use its legally applicable construction contract requirements for the project, including, but not limited to, its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Section 153.12, 153.13, 153.14, and 153.63 of the Revised Code.

SECTION 8. Conditions to Financial Assistance and its Disbursement. The Grantor's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

(a) Recipient's acquisition and commitment of the Local Subdivision Contribution necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with the provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement, a description of the manner or mechanisms of providing its local share of Project funds.

(b) Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION 9. Representations, Warranties and Covenants of Recipient. The Recipient represents, warrants and covenants for the benefit of the Grantor as follows:

(a) Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted;

(b) Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized and deliver this Agreement;

(c) This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in the event of bankruptcy and the application of general principles of equity;

(d) Recipient has complied with all procedure, prerequisites, and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code; excluding Chapter 164-1-32;

(e) Recipient is not the subject of nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms;

(f) Use of Proceeds. With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section 2 hereof:

(i) The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements," as defined in the Act;

(ii) All of the Project is owned, or will be owned, by the Recipient or another eligible local subdivision.

(g) Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to Section 2 of this Agreement to fund the Project to completion;

(h) Ohio Products. The Recipient shall, to the extent practicable, use, and shall cause all of its Contractors and subcontractors to use, Ohio products, materials, services and labor in connection with the Project;

(i) Equal Employment Opportunity. Recipient shall require that all contractors and subcontractors working on the Project comply with the equal employment opportunity requirements for the utilization of minorities and females pursuant to Chapter 123 of the Administrative Code, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9;

(j) Prevailing Wage. Recipient shall comply, and shall require that all Contractors and subcontractors working on the Project comply, with the prevailing wage requirements contained in Sections 4115.03 to 4115.16 of the Revised Code; and

(k) Construction Bonds, Insurance and Supervision.

(i) The Recipient shall require that each of its construction contractors furnish a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract.

(ii) The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract, Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance.

(iii) The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

SECTION 10. Progress Reports. The Recipient shall submit to the Grantor at the Grantor's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Grantor may from time to time reasonably require. The Recipient shall submit to the Grantor a final report on forms prescribed by the Grantor, detailing the results of the Project and the expenditure of funds made pursuant to this Agreement. The Recipient shall submit the final report to the Grantor no later than 90 days after completion of the Project.

SECTION 11. Audit Rights. The Recipient shall, at all reasonable times, provide the Director or his representative access to and a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of three (3) years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within ten (10) days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each and every negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolving each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Chapter 164 of the Revised Code until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

SECTION 12. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.

SECTION 13. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the Project sufficient to impose upon the Director any of the obligations specified in Section 126.30 of the Revised Code. Provided that the Recipient is not a Local Political Subdivision (as defined in this Agreement), the Recipient shall indemnify and hold harmless the Director, OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, Recipient's use or application of the funds being provided by OPWC hereunder and Recipient's construction or management of the Project.

SECTION 14. Termination. Grantor's obligations under this Agreement shall immediately terminate upon the failure of Recipient to comply with any of the terms or conditions contained herein. Upon such termination, Recipient shall be obligated to return any moneys delivered to Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which the Grantor formally notifies Recipient that all findings set for the in the final report of audit required in Section 8 have been satisfactorily resolved.

SECTION 15. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State.

SECTION 16. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

SECTION 17. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersedes any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION 18. Captions. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION 19. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION 20. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement, be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

SECTION 21. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within the forty-five (45) day limit described herein will result in this Agreement being declared null and void, and the OPWC funds committed herein will be returned to the District Public Works Integrating Committee for reallocation. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.

SECTION 22. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project #CU02L as of the date first written above.

RECIPIENT
Charles R. Probst, Jr. /s/

GRANTOR-STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION
By: Paul Michael Miller /s/

Belmont County Commissioners
101 W. Main St.
St. Clairsville, OH 43950
City, State & Zip Code

Michael Miller, Director
Ohio Public Works Commission
65 East State Street
Suite 312
Columbus, OH 43215

Jayne Long, Clerk /s/

Kimberly Killen /s/

WITNESS

WITNESS

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the Village of Bethesda's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$9,500.00, based upon the recommendation of Belmont County Engineer, Fred Bennett, for resurfacing and drainage improvements to Lynn Avenue and South First Street.

Note: The estimated cost will be \$9,500.00 all of which is from this source.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS FOR FOUR (4) 2008-2009 PICK UP TRUCKS/BCSSD

Motion made by Mr. Thomas, seconded by Mr. Probst to advertise for bids for four (4) 2008-2009 pick-up trucks for the Belmont County Sanitary Sewer District, based upon the recommendation of Mark Esposito, Director.

- (1) ½ ton four wheel drive light duty pick-up truck
- (1) ¾ ton four wheel drive pick-up truck
- (2) ¼ ton four wheel drive light duty pick-up trucks

Note: These vehicles will be paid from Sanitary Sewer District funds; 3 will replace older vehicles being sent to auction and spare to be used when others are in for repairs.

NOTICE TO BIDDERS

**BELMONT COUNTY COMMISSIONERS' OFFICE
ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until 11:15 A.M. (Local Time) Wednesday, August 27, 2008 for furnishing four (4) pickup trucks-(1) ½ ton four wheel drive light duty, (1) ¾ ton four wheel drive and and (2) ¼ ton light duty, for the Belmont County Sanitary Sewer District, then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. -OR-
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety: Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Said contract will be let to the lowest and best responsible bidder. The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

By order of the Board of Commissioners
Of Belmont County, Ohio
Jayne Long /s/
Jayne Long, Clerk of the Board

Times Leader Advertisement: Two (2) Wednesdays, August 13 and August 20, 2008.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF NINE (9) FIRE HYDRANTS / BCSSD

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the purchase of nine (9) fire hydrants from the James Cox Company, Inc. in the amount of \$12,053.25, from the Belmont County Sanitary Sewer District Development Fund P59, based upon the recommendation of Mark Esposito, BCSSD Director.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR FUNDS FOR THE MT. VICTORY ROAD WATERLINE PROJECT

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adopt a resolution authorizing Belmont County Commissioner Charles R. Probst, Jr. to apply to the Ohio Public Works Commission for funds for the **Mt. Victory Road Waterline Project** and to execute any agreements necessary for obtaining this financial assistance.

“AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL”

A RESOLUTION AUTHORIZING **MR. CHARLES R. PROBST, JR./BELMONT COUNTY COMMISSIONER** TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, **Belmont County** is planning to make capital improvements to the **Mt. Victory Waterline Project**, and

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

NOW THEREFORE, BE IT RESOLVED by the **Belmont County Commissioners:**

Section 1: That **Mr. Charles Probst, Jr./Belmont County Commissioner** is hereby authorized to apply to the OPWC for funds as described above.

Section 2: That **Mr. Charles Probst, Jr./Belmont County Commissioner** is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Date Passed: 8/6/08

Approved: Mark A. Thomas /s/
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 ADOPTING RESOLUTION AUTHORIZING APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION FOR FUNDS FOR THE NEFFS SANITARY SEWER PROJECT

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adopt a resolution authorizing Belmont County Commissioner Charles R. Probst, Jr. to apply to the Ohio Public Works Commission for funds for the **Neffs Sanitary Sewer Project** and to execute any agreements necessary for obtaining this financial assistance.

“AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL”

A RESOLUTION AUTHORIZING **MR. CHARLES R. PROBST, JR./BELMONT COUNTY COMMISSIONER** TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED.

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, **Belmont County** is planning to make capital improvements to the **Neffs Sanitary Sewer Project**, and

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

NOW THEREFORE, BE IT RESOLVED by the **Belmont County Commissioners**:

Section 1: That **Mr. Charles Probst, Jr./Belmont County Commissioner** is hereby authorized to apply to the OPWC for funds as described above.

Section 2: That **Mr. Charles Probst, Jr./Belmont County Commissioner** is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Date Passed: 8/6/08

Approved: Mark A. Thomas /s/
Charles R. Probst, Jr. /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM HAMMONTREE & ASSOCIATES, LTD. FOR PRELIMINARY ENGINEERING REPORT/MT. VICTORY WATERLINE PROJECT

Motion made by Mr. Thomas, seconded by Mr. Probst to accept the proposal from Hammontree & Associates, Limited, Consulting Engineers-Planners-Surveyors, 5233 Stoneham Rd., North Canton, Ohio 44720, in the amount of \$18,800.00 for completing the Preliminary Engineering Report for the USDA Rural Development Application for the Mt. Victory Road waterline project, based upon the recommendation of Mark Esposito, Director, Belmont County Sanitary Sewer District.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH WSOS COMMUNITY ACTION COMMISSION, INC. TO PREPARE ENVIRONMENTAL REPORT/MT. VICTORY WATERLINE PROJECT

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the following contract with WSOS Community Action Commission, Inc., 109 South Front Street, Fremont, Ohio 43420 in the amount of \$8,500.00 to complete an Environmental Report for the USDA Rural Development Application for the Mt. Victory Road waterline project, based upon the recommendation of Mark Esposito, Director, Belmont County Sanitary Sewer District

Upon roll call the vote was as follows:

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

IN THE MATTER OF ISSUANCE OF CREDIT CARD TO BELMONT CO. SHERIFF AND CHIEF DEPUTY

Motion made by Mr. Thomas to authorize signing and submittal of the necessary documents authorizing the issuance of a Corporate Credit Card from WesBanco Bank with a credit limit of \$5000.00 to be used by Belmont County Sheriff Fred Thompson and Chief Deputy Joseph C. Hummel when attending to county business.

Note: This card will be used for expenses associated with conferences, seminars, the long distance transportation of prisoners

A brief discussion was held on the necessity of issuing the credit card. Hearing no second, Commissioner Probst made a motion to table the foregoing motion.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS TO PROVIDE A FULL SERVICE TECHNOLOGY SUPPORT AND MAINTENANCE PROGRAM FOR VARIOUS COUNTY OFFICES/COMMISSIONERS

Motion made by Mr. Thomas, seconded by Mr. Probst to advertise for bids by the Belmont County Commission to provide a full service Technology Support and Maintenance program for various county offices and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

NOTICE TO BIDDERS

**BELMONT COUNTY COMMISSIONERS’ OFFICE
ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until 11:15 A.M. (Local Time) Wednesday, August 27, 2008 for furnishing four (4) pickup trucks-(1) ½ ton four wheel drive light duty, (1) ¾ ton four wheel drive and and (2) ¼ ton light duty, for the Belmont County Sanitary Sewer District, then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. –OR–

- A certified check, cashiers check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid. Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety: Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Said contract will be let to the lowest and best responsible bidder. The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

By order of the Board of Commissioners
Of Belmont County, Ohio
Jayne Long /s/
Jayne Long, Clerk of the Board

Times Leader Advertisement: Two (2) Wednesdays, August 13 and August 20, 2008.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: July 30, 2008.

Upon roll call the vote was as follows:

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

10:45 Resolution Presentation-Spelling Bee Champ Lacey Ware

A Resolution honoring Spelling Bee Champ Lacey Ware was adopted at the July 16, 2008 meeting. Lacy was unable to attend that day and, therefore, was present today with her parents. She was congratulated by the board for her success and thanked for representing Belmont County well.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:52 A.M.

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into executive session pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider compensation of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:05 A.M.

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn executive session pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider compensation of public employees.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION THE FOLLOWING ACTION WAS TAKEN:

IN THE MATTER OF APPROVING AN INCREASE IN THE ANNUAL SALARY FOR ROBYN MARSHALL, DIRECTOR, BELMONT COUNTY 911

Motion made by Mr. Thomas, seconded by Mr. Probst to approve an increase in the annual salary for Robyn Marshall, Director, Belmont County 911, from \$39,634.40 to \$44,387.20, effective pay period ending May 10, 2008.

Upon roll call the vote was as follows:

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

IN THE MATTER OF BID OPENING FOR ENGINEER'S PROJECT 08-9 SLIP REPAIR-NIXON RUN ROAD (CH 16)

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Engineer's Project 08-9 Slip Repair-Nixon Run Road (CH 16), they proceeded to open the following bids: (Engineer's Estimate: \$106,870.00)

NAME	BID BOND	BID AMOUNT
BBR Drilling Co., Inc. 41462 Palmer Road Belmont, OH 43718	X	\$ 159,994.00
Ohio-West Virginia Excavating Co. PO Box 128 Powhatan Point, OH 43942	X	\$ 109,435.00

Present for the bid opening were John Parkinson of the Engineer's Office , Ruth Saffell of BBR Drilling, Eric Ayres of The Times Leader and Al Molnar of The Intelligencer.

Motion made by Mr. Probst, seconded by Mr. Thomas to turn over all bids received for the Belmont County Engineer's Project 08-9 Slip Repair-Nixon Run Road (CH 16) to John Parkinson to forward to County Engineer Fred Bennett for review and recommendation.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Richard Hord made a request on behalf of Martins Ferry officials for the board to return to hold a Town Hall meeting in the fall or early winter. Commissioner Longshaw advised they would take that into consideration and would not be able to set a date at this time.

Mr. Hord asked for information regarding funding for the training and hiring of eight (8) deputies for the new jail addition. Mr. Longshaw advised that would be discussed today at a meeting with the Sheriff and Jail Administrator. Commissioner Probst noted previous discussions were held regarding staffing and the Board of Adult Detention approved four (4) fulltime, with the possibility of one (1) rover discussed. Mr. Probst stated he was concerned and surprised when the Jail Administrator brought up the need for eight (8) deputies and two (2) part-time jail nurses. Mr. Probst also noted the purpose of the meeting to be held today is to address the fact that five (5) deputies have been budgeted for and not eight (8).

Mr. Hord asked when the jail addition would be a financial plus to the county or if it was too early to determine. The consensus was it is too early to determine. Commissioner Thomas explained that when the jail addition opens, Belmont County will immediately stop housing prisoners out of the county at a savings of \$65.00 per day per inmate. This does not include transportation costs and the deputies' time to travel to and from other counties. He noted it will take a little time for this savings to kick in and there should be contracts made with other counties to house their prisoners.

**IN THE MATTER OF CONTINUED HEARING RE:
ROAD IMPROVEMENT 1102 VACATION OF
A PORTION OFF THE EASTERLY SIDE OF WEST
VIEW DRIVE (T-1359) PEASE TWP. SEC. 3, T-6, R-3**

Hearing continued from July 30, 2008-Present for the hearing was Rick Oberdick, Engineer's Drafting Technician. He noted it was discovered that if the 20 feet were vacated it would take up some of a drainage ditch, sidewalk and the road. The Engineer's Department revisited the site and has come up with a new proposal. Rick presented a map with new footage, but reiterated that Mr. Bennett is still opposed to the vacation as it goes against subdivision regulations. Commissioner Thomas said it would be best to either deny the request or research the Ohio Revised Code to see how to amend the proposed road improvement. He then stated he would prefer to continue hearing in order to have legal council give an opinion.

Motion made by Mr. Thomas, seconded by Mr. Probst to continue Road Improvement Hearing #1102 from today's date to 11:00 a.m., Wednesday, August 13, 2008.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING EXECUTIVE
SESSION AT 11:36 A.M.**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into executive session with Belmont County Sheriff Fred Thompson, Chief Deputy Joe Hummel and Jail Administrator Allen Porter pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider the hiring of public employees.

Upon roll call the vote was as follows:

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

**Note: Deputy Auditor Andy Sutak entered executive session at 11:39 a.m. and Sheriff Thompson exited session early due to an emergency.*

**IN THE MATTER OF ADJOURNING EXECUTIVE
SESSION AT 12:22 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn executive session with Belmont County Sheriff Fred Thompson, Chief Deputy Joe Hummel and Jail Administrator Allen Porter pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider the hiring of public employees.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION:

Commissioner Thomas advised no official decisions are to be made at this time. Mr. Thomas stated that the gist of the meeting was to discuss exactly how many "new" personnel would need to be hired to safely and efficiently operate the new jail addition.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:45 P.M.**

Motion made by Mr. Longshaw, seconded by Mr. Probst to adjourn the meeting at 12:45 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 13th day of August, 2008.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK