

St. Clairsville, Ohio

July 9, 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 2, 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. 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-AT&T	Telephone/General Fund	226.51
A-Bartnicki's Service Station	Gasoline/General Fund	333.90
A-Community Corrections e-learning	On-line course/General Fund	15.00
A-Dell Marketing, Inc.	Supplies-GIS Projects/General Fund	268.99
A-Draft Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-James M. Harding, Ph D	Evaluations-Common Pleas/General Fund	3,387.50
A-Lucinda J. Maupin and Others	Reimb. Travel expenses-Veterans/General Fund	1,303.40
A-Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	696.00
A-Sam's Club Discover	Travel expenses-Veterans/General Fund	3,571.10
H-Dwayne Pielech	Travel/Public Assistance Fund	1,039.77
J-Thomas A. Schirack, A.S.A.	Contract services/Real Estate Assessment Fund	11,700.00
M-Gabriel Brothers	Clothing/Placement II-Juvenile Court Fund	124.82
M-North Point Counseling	Contract/Care & Custody-Juvenile Court Fund	4,775.72
N-Metal Masters, Inc.	Contract Services/Jail Construction Fund	2,657.00
N-W.G. Tomko, Inc.	Contract Services/Jail Construction Fund	483.00
P-Eastern Ohio Regional Wastewater Authority	Sewage Disposal/BCSSD Funds	36,610.25
P-Riesbeck's	Meeting & Mock/Special Emergency Planning Fund-LEPC	135.61
P-St. Clair Lumber Company	Materials/BCSSD Funds	19.43
P-Water & Sewer Develop. Fund	Transfers Out/BCSSD Funds	4,722.29
W-Tri-County Women's Help Center	Marriage License Fees/Marriage License Fund	7,442.00
Y-Brookside, Village of	Road Paving/County Motor Vehicle License Tax Fund	9,365.00

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the Recapitulation of Vouchers dated for July 9, 2008 as follow:

FUND	AMOUNT
A-GENERAL	\$460.51; \$12,253.27; \$6,916.80; \$16,842.59; \$1,002.23; \$47.27
GENERAL/ATTORNEY FEES	\$2,491.00
GENERAL/AUDITOR	\$1,453.22
GENERAL/EMA	\$1,171.46
GENERAL/SHERIFF	\$10,176.76; \$4,547.93
GENERAL/911	\$2,742.58
B-Dog & Kennel	\$363.67
E-911	\$927.00
H-Job & Family, CSEA	\$13,803.92
H-Job & Family, Public Assistance	\$2,176.12; \$53,711.84; \$30,648.00
H-Job & Family, WIA	\$26,806.52
K-Engineer MVGT	\$8,376.51; \$1,227.76; \$50,921.74
M-Juvenile Ct. Title IV-E Reimb	\$2,313.66
N-SSD#2 Force Main Ext Construction Fund	\$298,208.30
P-Oakview Admn Bldg	\$285.05
P-Sanitary Sewer District	\$2,432.44; \$350.00
S-Certificate of Title Adm Fund	\$471.75
S-District Detention Home	\$2,086.73
S-Eastern Div. Court Computer Fund	\$11,189.00
S-Job & Family, Children Services	\$44,659.43; \$1,514.00; \$25,880.40
S-Oakview Juvenile Residential Center	\$2,109.02
S-Port Authority	\$1,591.60
S-Sheriff Commissary	\$1,326.37

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0051-A001-A28.000 Other Expenses	E-0055-A004-B32.000 Eastern Court	\$ 3,000.00

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Thomas	Yes
Mr. Probst	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-0051-A001-A50.000 Budget Stab	E-0055-A004-B04.012 Equipment	\$13,000.00

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 GENERAL FUND/TREASURER**

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

FROM	TO	AMOUNT
E-0141-A001-C03.010 Supplies	E-0141-A001-C04.012 Equipment	\$ 1,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN THE GENERAL FUND  
AND THE WWS#3 REV FUND P005**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfer from the Belmont County General fund to the WWS#2 Revenue Fund P005.

FROM:	TO:	AMOUNT
E-0257-A015-A15.074 Transfers out	R-3702-P005-P15.574 Transfer In	\$2,176.70

*\*CORSA Insurance reimbursement for damage repairs to BCSSD 2000 Dodge Dakota-Event Date 5/19/08-Claim No. 0160018476*

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 BCDJFS PUBLIC ASSISTANCE FUND**

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

FROM	TO	AMOUNT
E-2510-H000-H12.003 PERS	E-2510-H000-H07.000 Purchase of Services	\$ 300,000.00
E-2510-H000-H09.000 Facilities	E-2510-H000-H11.000 Travel	30,000.00
E-2510-H000-H08.004 GR Wrks' Comp	E-2510-H000-H18.000 WIA-Youth	77,011.38

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  
SUPREME COURT FAMILY DRUG COURT FUND**

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following transfer within fund for the Supreme Court Family Drug Court Fund.

FROM	TO	AMOUNT
E-0400-M077-M02.008 Fringe Benefits	E-0400-M077-M01.002 Salaries	\$ 1,080.42
E-0400-M077-M08.075 Advances Out	E-0400-M077.M02.008 Fringe Benefits	5.57

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR  
THE OAKVIEW JUVENILE REHABILITATION FUND**

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

FROM	TO	AMOUNT
E-8010-S030-S51.002 Salaries	E-8010-S030-S70.005 Medicare	100.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0910-S033-S47.006 Hospitalization	E-0910-S033-S50.005 Medicare	\$ 400.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR**  
**THE VISION INSURANCE CHARGEBACKS**  
**FOR THE MONTHS OF JUNE AND JULY, 2008**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following transfer of funds for the Vision Insurance Chargebacks for the months of June and July, 2008.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>A014-A11</b> E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	3,467.13
<b>A406-F08</b> E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y06.500	0.00
<b>A006-E11</b> E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y06.500	247.82
<b>A406-G09</b> E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	120.54
<b>A403-A09</b> E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	130.18
<b>M067-M05</b> E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	0.00
<b>M060-M64</b> E-0400-M060-M64.008 CARE & CUSTODY REST	R-9891-Y091-Y06.500	9.64
<b>M060-M29</b> E-0400-M060-M29.008 CARE & CUST CCAP	R-9891-Y091-Y06.500	22.18
<b>M060-M75</b> E-0400-M060-M75.008 CARE & CUSTODY Sub	R-9891-Y091-Y06.500	9.64
<b>M074-M01</b> E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y06.500	0.00
<b>M077-M02</b> SE-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y06.500	22.18
<b>M078-M02</b> E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y06.500	44.36
<b>S033-S47</b> E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	381.84
<b>S078-S14</b> E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	22.18
<b>J000-J06</b> E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	82.92
<b>W082-T07</b> E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
<b>S277-S02</b> E-1520-S077-S04.006 CORRECTIONS ACT GRNT	R-9891-Y091-Y06.500	22.18
<b>W080-P07</b> E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	22.18
<b>S088-S03</b> E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	0.00
<b>S086-S03</b> E-1561-S086-S03.006 NORTHERN SPEC PROJ.	R-9891-Y091-Y06.500	0.00
<b>S087-S03</b> E-1571-S087-S03.006 EASTERN SPEC PROJECTS	R-9891-Y091-Y06.500	0.00
<b>B100-B10</b> E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	44.36
<b>S074-S05</b> E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
<b>L001-L13</b> E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	76.18
<b>H430-H14</b> E-2150-H030-H11.000 COUNTY HOME	R-9891-Y091-Y06.500	1,483.08
<b>E101-E12</b> E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	154.26
<b>T077-T01</b> E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	11.10
<b>T079-T01</b> E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y06.500	1.10
<b>F079-F01</b> E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y06.500	19.96
<b>F078-F02</b> E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	0.00
<b>F077-F01</b> E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y06.500	38.82
<b>F076-F01</b> E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y06.500	42.84
<b>S049-S63</b> E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	85.82
<b>H300-H13</b> E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	554.50
<b>H310-H08</b> E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	0.00
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	22.18
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	51.10
<b>K200-K24</b> E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	593.06
<b>K200-K37</b> E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	196.72
<b>E-3701-P003-P31.000</b> WWS #2 WATER/SEWER	R-9891-Y091-	87.28

	Y06.500	
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	266.21
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	61.35
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	55.35
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	10.23
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	3.66
<b>T075-T52</b> E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	88.72
<b>T075-T02</b> E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	0.00
<b>S079-S07</b> E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	152.36
<b>S230-S66</b> E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	327.37
<b>W081-P07</b> 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
<b>TOTAL</b>		<b>9,076.94</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE DELTA DENTAL CHARGEBACKS FOR THE MONTHS OF JUNE AND JULY, 2008**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following transfer of funds for the Delta Dental Chargebacks for the months of June and July, 2008.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0061-A002-B05.000 INTENSE PROBATION	R-9891-Y091-Y07.500	23.69
<b>A014-A12</b> E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	13,274.18
<b>A406-F08</b> E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y07.500	0.00
<b>A006-E11</b> E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y07.500	942.04
<b>A406-G09</b> E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	466.68
<b>A403-A09</b> E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	498.56
<b>M067-M05</b> E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	0.00
<b>M060-M64</b> E-0400-M060-M64.008 CARE & CUSTODY REST.	R-9891-Y091-Y07.500	31.88
<b>M060-M29</b> E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	86.96
<b>M060-M75</b> E-0400-M060-M75.008 CARE & CUSTODY Sub Ab	R-9891-Y091-Y07.500	31.88
<b>M074-M01</b> E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y07.500	0.00
<b>M077-M02</b> SE-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y07.500	86.96
<b>M078-M02</b> E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y07.500	173.92
<b>S033-S47</b> E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,426.08
<b>S078-S14</b> E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	86.96
<b>J000-J06</b> E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	301.44
<b>W082-T07</b> E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
<b>S277-S02</b> E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	63.27
<b>W080-P07</b> E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	173.92
<b>S088-S03</b> E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	0.00
<b>S086-S03</b> E-1561-S086-S03.006 NORTHERN SPEC	R-9891-Y091-	0.00

PROJECTS	Y07.500	
<b>S087-S03</b> E-1571-S087-S03.006 EASTERN SPECIAL PROJ.	R-9891-Y091-Y07.500	0.00
<b>B100-B10</b> E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	173.92
<b>S074-S05</b> E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
<b>L001-L13</b> E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	324.64
<b>H430-H14</b> E-2150-H030-H11.000 COUNTY HOME	R-9891-Y091-Y07.500	5,666.76
<b>E101-E12</b> E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	595.18
<b>T077-T01</b> E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	40.26
<b>T079-T01</b> E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y07.500	4.02
<b>F079-F01</b> E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y07.500	72.46
<b>F078-F02</b> E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	0.00
<b>F077-F01</b> E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y07.500	169.08
<b>F076-F01</b> E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y07.500	155.26
<b>S049-S63</b> E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	324.64
<b>H300-H13</b> E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	2,174.00
<b>H310-H08</b> E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	0.00
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	86.96
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	182.60
<b>K200-K24</b> E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	347.84
<b>K200-K37</b> E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	86.96
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	336.26
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,025.94
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	235.94
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	207.81
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	39.42
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	14.09
<b>T075-T52</b> E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	347.84
<b>T075-T02</b> E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	0.00
<b>S079-S07</b> E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	585.52
<b>S230-S66</b> E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,239.14
<b>W081-P07</b> E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	86.96
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	36.60
<b>TOTAL</b>		<b>32,228.52</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE EXPRESS SCRIPTS CHARGEBACKS  
FOR THE MONTHS OF JUNE AND JULY, 2008**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following transfer of funds for the Express Scripts Chargebacks for the months of June and July, 2008

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>A014-A13</b> E-0256-A014-A13.006 GENERAL	R-9891-Y091-	27,356.65

	Y08.500	
<b>A406-F08</b> E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y08.500	0.00
<b>A006-E11</b> E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y08.500	1,982.08
<b>A406-G09</b> E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y08.500	1,061.10
<b>A403-A09</b> E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y08.500	1,604.42
<b>M067-M05</b> E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y08.500	0.00
<b>M060-M64</b> E-0400-M060-M64.008 CARE & CUSTODY REST.	R-9891-Y091-Y08.500	74.30
<b>M060-M29</b> E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y08.500	197.36
<b>M060-M75</b> E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y08.500	271.66
<b>M074-M01</b> E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y08.500	0.00
<b>M077-M02</b> SE-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y08.500	0.00
<b>M078-M02</b> E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y08.500	394.72
<b>S033-S47</b> E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y08.500	2,742.14
<b>S078-S14</b> E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y08.500	197.36
<b>J000-J06</b> E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y08.500	691.92
<b>S277-S02</b> E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y08.500	197.36
<b>W080-P07</b> E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y08.500	271.66
<b>S088-S03</b> E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y08.500	0.00
<b>S086-S03</b> E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y08.500	0.00
<b>S087-S03</b> E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y08.500	0.00
<b>B100-B10</b> E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y08.500	394.72
<b>S074-S05</b> E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y08.500	0.00
<b>L001-L13</b> E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y08.500	740.68
<b>H430-H14</b> E-2150-H030-H11.000 COUNTY HOME	R-9891-Y091-Y08.500	12,309.88
<b>E101-E12</b> E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y08.500	1,282.59
<b>T077-T01</b> E-2223-T077-T01.002 IAP	R-9891-Y091-Y08.500	88.82
<b>T079-T01</b> E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y08.500	9.86
<b>F079-F01</b> E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y08.500	69.08
<b>F078-F02</b> E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y08.500	0.00
<b>F077-F01</b> E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y08.500	138.16
<b>F076-F01</b> E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y08.500	242.52
<b>S049-S63</b> E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y08.500	271.66
<b>S066-S79</b> E-2410-S066-S80.000 BD. OF DD	R-9891-Y091-Y08.500	11,839.54
<b>H300-H13</b> E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y08.500	4,847.04
<b>H310-H08</b> E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y08.500	0.00
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y08.500	197.36
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y08.500	439.82
<b>K200-K24</b> E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y08.500	619.62
<b>K200-K37</b> E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y08.500	206.54
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y08.500	646.61
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y08.500	1,975.66
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y08.500	516.13
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y08.500	459.76
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-	86.12

	Y08.500	
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y08.500	30.73
<b>T075-T52</b> E-4110-T075-T52.008 WIC	R-9891-Y091-Y08.500	592.08
<b>T075-T02</b> E-4110-T075-T52.008 WIC	R-9891-Y091-Y08.500	0.00
<b>S079-S07</b> E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y08.500	1,012.34
<b>S230-S66</b> E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y08.500	2,432.17
<b>W081-P07</b> E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y08.500	0.00
<b>W082-T07</b> E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y08.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y08.500	197.36
<b>TOTAL</b>		<b>78,689.58</b>

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/COMMON PLEAS COURT**

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 9, 2008.

E-0061-A002-B05.000	Intense Probation/Clerk of Courts	
	Supervisory Fees Collected	\$ 6,542.05
	(April, May & June, 2008)	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND/MAGISTRATE**

Motion made by Mr. Longshaw, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 9, 2008.

E-0063-A002-B25.002	Salaries	2,842.80
E-0063-A002-B26.010	Supplies	200.00
E-0063-A002-B30.000	Other Expenses	1,567.50
<b>TOTAL</b>		<b>4,610.30</b>

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/SHERIFF DEPT.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 9, 2008.

	E-0131-A006-A17.012	Cruisers	\$ 12,437.98
<i>Note: CORSA payment for damages to cruisers -</i>			
			<i>(\$8,898.17 D/L 6/06/08)</i>
			<i>(\$3,539.81 D/L 6/10/08)</i>

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 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 July 9, 2008.

<b>General</b>		
E-0131-A006-A09.000	Medical	662.10
E-0131-A006-A20.000	False Alarm	1,200.00
E-0131-A006-A23.000	Background	170.00
E-0131-A006-A24.000	E-SORN	360.00
E-0131-A000-A30.000	Lifesaver	70.00
<b>Enforcement Education</b>		
E-1652-B016-B02.000	Education Expenses	50.00
<b>Commissary Fund</b>		
E-5100-S000-S01.010	Supplies	17,446.23
<b>Concealed Handgun License</b>		

E-5101-S001-S06.000	License Issuance	4,967.00
E-5101-S001-S07.012	Equipment	4,967.00
<b>Sheriff Reserve Account</b>		
E-9710-U010-U06.000	Other Expenses	35.00

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 GENERAL FUND**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 25, 2008.

E-0257-A015-A15.074 Transfers Out	\$ 2,176.70
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\*CORSA Insurance reimbursement for damage repairs to BCSSD 2000 Dodge Dakota-Event Date 5/19/08-Claim No. 0160018476.

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 911 WIRELESS FUND**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 9, 2008.

E-2301-E011-E01.011	Contract Services	\$ 12,238.81
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE VARIOUS JUVENILE COURT FUNDS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 9, 2008.

<b>FUND</b>	<b>AMOUNT</b>
E-0400-M060-M75.008	21.14
Insurances Substance Abuse	
E-0400-M067-M01.002	455.00
Salaries	
E-0400-M067-M03.004	9.09
Workers Compensation	
E-0400-M077-M02.008	3.03
Fringe Benefits	
E-0400-M078-M02.008	5.75
Fringe Benefits	
Other Expenses	

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 TITLE IV-E REIMB (RANDOM MOMENTS) 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 July 9, 2008.

<b>Fund</b>	<b>Title</b>	<b>Amount</b>
<b>Title IV-E Reimb (Random Moments)</b>		
E-0400-M078-M05.000	Other Expenses	\$ 175.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE EMERGENCY OPERATIONS CENTER CONSTRUCTION FUND**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 9, 2008.

E-9033-N033-N06.012	Equipment	\$ 29,716.27
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE N041 ISSUE TWO MONIES 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 July 9, 2008.

**N041 ISSUE TWO MONIES**

E-9041-N041-N10.055	Project Payments	\$ 121,376.14
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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 S025 CHILDREN SERVICES FUND 50 SS**

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 July 9, 2008.

**S025 CHILDREN SERVICES FUND 50 SS**  
E-2766-S025-S10.074 Transfers Out \$ 97,811.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR N.S.L.A. OAKVIEW JUVENILE S031 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 July 9, 2008.

**N.S.L.A. OAKVIEW JUVENILE S031**  
E-8011-S031-S02.000 Food (Meal Tickets) \$ 335.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE T-70 FEMA –HAZARD MITIGATION NEFFS GRANT FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date July 9, 2008.

E-9712-T070-T05.013 FEMA Grant, Contract Projects \$ 83,744.32

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to execute payment of Then and Now Certification dated July 9, 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. 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. Longshaw to request the Belmont Co. Budget Commission certify the following monies. **GENERAL** - \$8,898.17 and \$3,539.81 paid into R-0040-A000-Q00.500 Insurance Reimbursements on 7/7/08. CORSA payments for damages to Sheriff Cruisers.

**FEMA-Hazard Mitigation Neffs** - \$83,744.32 paid into R-9712-T070-T01.501 on July 9, 2008. Draw #6.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING PROCLAMATION  
HONORING STEPHANIE MORGAN**

Motion made by Mr. Thomas, seconded by Mr. Probst to adopt the proclamation honoring Stephanie Morgan, Barnesville Lady Shamrock Cross Country Team

**PROCLAMATION  
HONORING STEPHANIE MORGAN OF THE  
BARNESVILLE LADY SHAMROCK CROSS COUNTRY TEAM**

**WHEREAS**, Stephanie Morgan has proven herself as being in an athletic league of her own through her perseverance as a great competitor; and;

**WHEREAS**, Stephanie Morgan continues to compile a most extraordinary high school athletic record, and;

**WHEREAS**, Stephanie Morgan, due to her commitment and devotion, achieved the honor of participating in the Ohio Division III, Ohio High School Athletic Association Track and Field Meet held at the Jesse Owens Memorial Stadium at The Ohio State University, Columbus, and;

**WHEREAS**, Stephanie Morgan epitomizes the status of an exceptional student athlete for Barnesville High School by the achievements reached with her history-making natural athletic abilities.

**NOW, THEREFORE, BE IT RESOLVED** that the Belmont County Commissioners, on behalf of all county residents, do hereby offer heartfelt congratulations to Stephanie Morgan, Head Coach Mark Brown, assistant coaches, parents, fans and the entire school district on bringing home the gold in both the 800 meter and 1600 meter runs and a most successful, memorable season and outstanding representation of Belmont County.

Adopted this 9th day of July, 2008.

Upon roll call the vote was as follows:

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

NOTE: Commissioner Probst stepped out of the meeting.

**IN THE MATTER OF APPROVING PAYMENT TO MARSHALL J. PICCIN & ASSOC./BELMONT CO. JAIL ADDITION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the payment to Marshall J. Piccin & Associates, Engineering Consulting Services, 105 Carroll Drive, St. Clairsville, in the amount of \$1,723.20 for the Belmont County Jail Addition Project for the period of 6/2/08 thru 6/30/08; P.O. No. 512327

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER NO. H-2 FOR METAL MASTERS, INC./BELMONT CO. JAIL ADDITION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve Change Order No. H-2 for Metal Masters, Inc., HVAC Contractor for the Belmont County Jail Addition Project, in the amount of \$2,298.60, based upon the recommendation of Wachtel & McAnally Architects/Planners, Inc. and Marshall Piccin, Project Engineer for the following items:

- Item #1: Drain, reclaim & add glycol to the heating piping system
- Item #2: Resolve outstanding construction allowance amount

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CERTIFICATE OF SUBSTANTIAL COMPLETION FROM W.G. TOMKO, INC./BELMONT CO. JAIL ADDITION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve and sign the Certificate of Substantial Completion with attached partial punch list items from W.G. Tomko, Inc. (Plumbing Contract) for the Belmont County Jail Addition Project, based upon the recommendation of Wachtel & McAnally Architects/Planners, Inc. and Marshall Piccin, Project Engineer; date of Substantial Completion for Total Project is June 11, 2008.

Upon roll call the vote was as follows:

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

\*Commissioner Probst returns to meeting.

**IN THE MATTER OF APPROVING CERTIFICATE OF SUBSTANTIAL COMPLETION FROM METAL MASTERS, INC./BELMONT CO. JAIL ADDITION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve and sign the Certificate of Substantial Completion with attached partial punch list items from Metal Masters, Inc. (HVAC Contract) for the Belmont County Jail Addition Project, based upon the recommendation of Wachtel & McAnally Architects/Planners, Inc. and Marshall Piccin, Project Engineer; date of Substantial Completion for Total Project is June 11, 2008.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR ENGINEER PROJECT 08-6 FURNISHING AND APPLYING LIQUID BITUMINOUS MATERIAL**

Motion made by Mr. Thomas, seconded by Mr. Probst to award the bid for Belmont County Engineer Project 08-6, Furnishing and Applying Liquid Bituminous Material to various county highways for dust control, to Lash Excavating & Paving, Inc. in the amount of \$280,282.00, based upon the recommendation of Fred Bennett, County Engineer. **(Only one (1) bid was received)**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING CONTRACT WITH OHIO-WEST VIRGINIA EXCAVATING FOR ENGINEER PROJECT 08-7 SLIP REPAIR**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into a contract, on behalf of Belmont County Engineer with Ohio-West Virginia Excavating for Project 08-7 Slip Repair, County Highway BEL-86-3.87, in the amount of \$308,447.75.

Note: Funded by OPWC and MVGT

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS  
PROJECT 08-7 SLIP REPAIR  
BEL-86-3.87  
OPWC PROJECT**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 9th day of July, 2008 between **OHIO-WEST VIRGINIA EXCAVATING COMPANY**, P.O. Box 128, Powhatan Point, Ohio 43942 and Charles Probst, Mark Thomas and Gordie Longshaw, Commissioners of Belmont County, WITNESSETH that said **OHIO-WEST VIRGINIA EXCAVATING COMPANY** hereby agrees to furnish all service, labor, material and equipment and do all work requisite necessary to repair roadway slip area along County Highway 86 (Pugh Ridge Road) and other related work in accordance with plans and specifications.

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

APPROX. QUAN.	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1435 FT	W14 X 176 PILING, FURNISHED, DRILLED, ENCASED IN CONCRETE	\$129.00	\$185,115.00

280 EA	6" X 24" X 56" REINFORCED CONCRETE LAGGING	\$125.25	\$35,070.00
LUMP SUM	UNCLASSIFIED EXCAVATION	\$14,500.00	\$14,500.00
LUMP SUM	GRANULAR BACKFILL	\$33,500.00	\$33,500.00
40 LF	15" DIAMETER CONDUIT, TYPE B, SMOOTH INVERT, HDPE	\$16.50	\$660.00
300 LF	TYPE 5 GUARDRAIL	\$21.50	\$6,450.00
93 CY	#57 AGGREGATE	\$70.00	\$6,510.00
47 CY	301 ASPHALT CONCRETE BASE	\$178.25	\$8,377.75
31 CY	448 ASPHALT CONCRETE, TYPE 1	\$200.00	\$6,200.00
46 CY	304 AGGREGATE	\$77.50	\$3,565.00
LUMP SUM	MAINTENANCE OF TRAFFIC	\$2,000.00	\$2,000.00
LUMP SUM	MOBILIZATION	\$6,500.00	\$6,500.00
	TOTAL		\$308,447.75

County will certify 26% of \$308,447.75 which is \$80,196.42

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 **OHIO-WEST VIRGINIA EXCAVATING 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 OHIO-WEST VIRGINIA EXCAVATING CO

Mark A. Thomas /s/ BY: W. Roger Lewis /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 ENTERING CONTRACT WITH LASH PAVING, INC. FOR ENGINEER RESURFACING PROJECT 22-1/ MEAD, PEASE, PULTNEY & YORK TOWNSHIPS**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into a contract, on behalf of the Belmont County Engineer, with Lash Paving, Inc. for Resurfacing Project 22-1-Mead, Pease, Pultney & York Townships, in the amount of \$218,970.20.

Note: Funded by OPWC and various townships

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS  
 RESURFACING NO. 22 – PROJECT 22-1  
 MEAD, PEASE, PULTNEY & YORK TOWNSHIPS, BELMONT COUNTY, OHIO  
 O.P.W.C. PROJECT**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 9th day of July, 2008 between **LASH PAVING, INC.** P.O. Box 296, Colerain, Ohio 43916 and Charles Probst, Mark Thomas and Gordie Longshaw, Commissioners of Belmont County, WITNESSETH that said **LASH PAVING, INC.** hereby agrees to furnish all material and do all work requisite necessary to resurface portions of various Township Roads in accordance with plans and specifications.

All work, materials and equipment shall meet the State of Ohio, Department of Transportation, Construction and Material Specifications, latest edition.

APPROX.QUAN	ITEM	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
2875 GAL	407	TACK COAT	\$3.10	\$8,912.50
566 CUBIC YARDS	448	ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 2	\$143.15	\$81,022.90
876 CUBIC YARDS	448	ASPHALT CONCRETE SURFACE COURSE TYPE 1	\$147.30	\$129,034.80
		TOTAL		\$218,970.20

County will certify 26% of \$218,970.20 which is \$56,932.25.

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **LASH PAVING, INC.** 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 LASH PAVING, INC.

Mark A. Thomas /s/ BY: David P. Lash, Jr. /s/

Charles R. Probst, Jr.

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 ENTERING CONTRACT WITH SHELLY & SANDS, INC. FOR ENGINEER RESURFACING PROJECT 22-2/ RICHLAND, UNION, WAYNE AND WHEELING TOWNSHIPS**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into a contract, on behalf of the Belmont County Engineer, with Shelly & Sands, Inc. for Resurfacing Project 22-2 Richland, Union, Wayne & Wheeling Townships, in the amount of \$231,681.95.

Note: Funded by OPWC and various townships

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS  
 RESURFACING NO. 22 – PROJECT 22-2  
 RICHLAND, UNION, WAYNE & WHEELING TOWNSHIPS, BELMONT COUNTY, OHIO  
 O.P.W.C. PROJECT**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 9th day of July, 2008 between **SHELLY & SANDS, INC.** P.O. Box 66, Rayland, Ohio 43943 and Charles Probst, Mark Thomas and Gordie Longshaw, Commissioners of Belmont County, WITNESSETH that said **SHELLY & SANDS, INC.** hereby agrees to furnish all material and do all work requisite necessary to resurface a portion of various Township Roads in Belmont County, Ohio in accordance with plans and specifications.

All work, materials and equipment shall meet the State of Ohio, Department of Transportation, Construction and Material Specifications, 2002 edition.

APPROX. QUAN.	ITEM	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
4359 SQ. YARDS	254	MILLING/COLD PLANNING	\$3.65	\$15,910.35
2816 GAL.	407	TACK COAT	\$2.60	\$7,321.60
91 CUBIC YARDS	448	ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1	\$150.00	\$13,650.00
400 CUBIC YARDS	448	ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 2	\$145.00	\$58,000.00
912 CUBIC YARDS	448	ASPHALT CONCRETE SURFACE COURSE TYPE 1	\$150.00	\$136,800.00
		TOTAL		\$231,681.95

County will certify 26% of \$231,681.95 which is \$60,237.31

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 **SHELLY & SANDS INC.** 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**

Mark A. Thomas /s/  
Charles R. Probst, Jr. /s/  
Gordie W. Longshaw /s/

**SHELLY & SANDS, INC.**

BY: \_\_\_\_\_

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING THE OHIO PUBLIC WORKS COMMISSION PROJECT AGREEMENT/ENGINEER BRIDGE REPLACEMENT PROJECT BEL-10-19.13**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to authorize Commissioner Charles R. Probst, Jr. to sign the Ohio Public Works Commission Project Agreement for the Belmont County Engineer’s Bridge Replacement Project BEL-10-19.13 in the amount of \$384,800.00; Grant project number CRT03

**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 1st 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-10-19.13 Bridge Replacement**, and as described in Appendix A of this Agreement, (hereinafter referred to as the “Project”) to provide an amount not to exceed **Three Hundred Eighty-Four Thousand, Eight Hundred Dollars (\$384,800)** 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. **CRT03**

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 1536.63 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 #CRT03 as of the date first written above.

**RECIPIENT** **GRANTOR**  
**STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION**

Charles R. Probst, Jr. /s/  
Belmont County Commissioners  
101 W. Main St.  
St. Clairsville, OH 43950  
City, State & Zip Code  
Jayne Long, Clerk /s/  
WITNESS

By: Paul Michael Miller /s/  
Michael Miller, Director  
Ohio Public Works Commission  
65 East State Street  
Suite 312  
Columbus, OH 43215  
Kimberly Killen /s/  
WITNESS

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING THE OHIO PUBLIC WORKS COMMISSION PROJECT AGREEMENT/ENGINEER RESURFACING LOCAL ROADS PROJECT NUMBER 22**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to authorize Commissioner Charles R. Probst, Jr. to sign the Ohio Public Works Commission Project Agreement for the Belmont County Engineer's Resurfacing Local Roads Project Number 22 in the amount of \$316,507.00; Grant project number CRT06.

**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 1st 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 Resurfacing Local Roads Project Number 22, and as described in Appendix A of this Agreement, (hereinafter referred to as the "Project") to provide an amount not to exceed Three Hundred Sixteen Thousand, Five Hundred Seven Dollars (\$316,507) 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. **CRT06**

**[CONTRACT LANGUAGE SAME AS ABOVE MOTION]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project #CRT06 as of the date first written above.

**RECIPIENT** **GRANTOR**  
**STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION**

Charles R. Probst, Jr. /s/  
Belmont County Commissioners  
101 W. Main St.  
St. Clairsville, OH 43950  
City, State & Zip Code  
Jayne Long, Clerk /s/  
WITNESS

By: Paul Michael Miller /s/  
Michael Miller, Director  
Ohio Public Works Commission  
65 East State Street  
Suite 312  
Columbus, OH 43215  
Kimberly Killen /s/  
WITNESS

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPLICATION FOR OPWC FINANCIAL ASSISTANCE/BEL-16-1.95 EMERGENCY SLIP REPAIR/ENGINEER'S DEPT.**

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

**RESOLUTION**

Resolution authorizing Belmont County Commissioner Charles R. Probst, Jr. to sign and submit an application for financial assistance from the Ohio Public Works Commission and to execute the necessary contracts for the following project:

**BEL-16-1.95 Emergency Slip Repair Project**

Upon roll call the vote was as follows:

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

*Note: Slip occurred on June 27, 2008 and road is down to one lane open. Engineer's Est: \$106,870.00-applying for 75% funding from OPWC.*

**IN THE MATTER OF APPROVING PURCHASE OF HEAVY-DUTY UTILITY BED/BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the purchase of a heavy-duty utility bed for a 2009 International 7400 SFA 4X2 Cab & Chassis truck from Ace Equipment, Zanesville, in the amount of \$13,847.00 for the Belmont County Sanitary Sewer District; to be paid from WWS #2 P003 and WWS #3 P005 funds.

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. Longshaw to approve the minutes of the Belmont County Board of Commissioners regular meeting of: June 25, 2008.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF BID OPENING FOR BELMONT CO. SANITARY SEWER DISTRICT CONTRACT NO. 1 - GRAHAM AND NEFFS WATER STORAGE TANKS RECOATING**

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 Sanitary Sewer District *Contract No. 1-Graham and Neffs Water Storage Tanks Recoating* project they proceeded to open the following bids:

<b>NAME</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>
<b>The Almega Company, Inc.</b> Pittsburgh, PA	X	Graham 95,425.00 Neffs <u>125,460.00</u>
		<b>TOTAL 220,885.00</b>
<b>Central Painting &amp; Sandblasting, Inc.</b> Navarre, OH	X	Graham 88,465.00 Neffs <u>124,465.00</u>
		<b>TOTAL 212,930.00</b>
<b>Kompass Maintenance Company, LLC</b> Campbell, OH	X	Graham 70,000.00 Neffs <u>98,000.00</u>
		<b>TOTAL 168,000.00</b>

Present for the bid opening were Mark Esposito, Director and Kelly Porter, Project Manager, BCSSD, Jeff Vaughn, Project Engineer, and Katie Matz of The Times Leader.

Motion made by Mr. Probst, seconded by Mr. Longshaw to turn over all bids received for the Belmont County Sanitary Sewer District *Contract No. 1-Graham and Neffs Water Storage Tanks Recoating* project to Jeff Vaughn, Vaughn, Coast & Vaughn, Inc., Project Engineer and Mark Esposito, Director, BCSSD, for review and recommendation.

Upon roll call the vote was as follows:

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

**11:15 Public Hearing-Wayne Light, Oxford Mining Company  
Re: Surface Application of Salt Brine**

Time was allotted for a public hearing regarding surface application of salt brine. Commissioner Thomas explained ORC §1509 and the purpose of the request by Oxford Mining Company which is to control dust on mine property. No public comment.

**IN THE MATTER OF RESOLUTION TO APPROVE SURFACE APPLICATION OF BRINE TO OXFORD MINING COMPANY, INC. PURSUANT TO CHAPTER 1509, O.R.C.- BELMONT COUNTY COMMISSIONERS**

WHEREAS, Oxford Mining Company, Inc. has submitted an application, signed by a representative for Oxford Mining Company, Inc. to apply brine to haul roads and land surfaces on surface mine lands permitted by the Ohio Department of Natural Resources located in Warren Township, T8N, R6W; Sections 20, 21, 22, 26, 27, 28, 32, 33 & 34, Belmont County, Ohio; and

WHEREAS, House Bill 501, effective April 12, 1985, prohibits surface application of brine on roads, streets, highways and other similar surfaces without a written plan to the County Commissioners; and

WHEREAS, Oxford Mining Company, Inc. in Belmont County, Ohio, desires to spread brine for surface application to haul roads and land surfaces on surface mine lands permitted by the Ohio Department of Natural Resources located in Warren Township, T8N, R6W; Section 20, 21, 22, 26, 27, 28, 32, 33 & 34, Belmont County Ohio, in accordance with state law; and

WHEREAS, brine is to be supplied by Oxford Oil Company using a spreader bar method with a rate of 3 gallons per 60 square feet approximately twice per week for dust control; and

WHEREAS, Oxford Mining Company, Inc. has agreed to abide by the new regulations issued to the Ohio Department of Natural Resources, now therefore be it.

RESOLVED, that this Board hereby Approves the Application submitted by Oxford Mining Company, Inc., P.O. Box 427, Coshocton, Ohio 43812 for properties located inn Belmont County, Ohio, as follows:

1. Brine shall not be applied:
  - a. To water saturated surface;
  - b. Directly to vegetation near or adjacent to surfaces being treated;
  - c. Within twelve feet of structures crossing bodies of water or crossing drainage ditches;
  - d. Between sundown and sunrise, except for ice control;
2. The discharge of brine through the spreader bar shall stop when the application stops.
3. The applicator vehicle shall be moving at least five miles per hour at all time while the brine is being applied.
4. The maximum uniform application rate of brine shall be three thousand gallons per mile on a twelve foot wide road or three gallons per sixty square feet on unpaved lots.
5. The applicator vehicle discharge valve shall be closed between the brine collection point and the specific surfaces that have been approved for brine application.
6. Any valves that provide for tank draining other than through the spreader bar shall be closed during the brine application and transport.
7. The angle of discharge from the applicator vehicle spreader bar shall not be greater than sixty degrees perpendicular to the unpaved surface.

- 8. Only the last twenty-five percent of an applicator vehicle's contents shall be allowed to have a pressure greater than atmospheric pressure; therefore, the first seventy-five percent of the applicator vehicle's contents shall be discharged under atmospheric pressure.

**BE IT FURTHER, RESOLVED**, that this Board hereby authorizes the Clerk to forward this legislation to the Ohio Department of Natural Resources, Division of Mineral Resources Management, Morse Road, Columbus, Ohio 43229.

**ADOPTED July 9, 2008**

Mr. Thomas moved for the adoption of the foregoing Resolution which was seconded by Mr. Longshaw , and the roll being called upon its adoption, the vote resulted as follows:

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

*\*Note: Commissioner Probst stepped out of meeting prior to above hearing at 11:10 a.m. and returned at 11:20 a.m.*

**11:30 Belmont County Budget Hearing**

**IN THE MATTER OF COMMISSIONERS' ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING JAN. 1, 2009**

Motion made by Mr. Thomas to approve and hereby submit the Belmont County Board of Commissioners' Annual Budget for the fiscal year commencing January 1, 2009 for consideration by the County Budget Commission.

**DISCUSSION HELD**– Commissioner Thomas explained the budget planning begins in April and all departments and elected officials are required to turn in their budget by June 1. Then the Commissioners are required to hold a public hearing on the budget before July 15. Once approved, the Commissioners have until no later than July 20 to submit a copy of the same to the County Auditor. He said this is not the final budget for 2009. Those figures won't be determined until December or early January, 2009. September 1 is the date by which the county budget commission completes its review of the entire budget and certifies the same to the county commissioners. Commissioner Thomas noted the numbers this year are dramatically different from previous years. The total departmental budget requests for 2009 total \$24,937,849.26 which is an increase of \$3,915,287.27 from last years requests. Utilities, gasoline and staffing at the new jail addition all contribute to the increase.

Commissioner Thomas also explained Local Government Funding to Martins Ferry Mayor Phil Wallace.

Commissioner Probst said he had just returned from a vacation and asked for time to go over the proposed Annual Budget before approving the same. He asked that the meeting be continued to the next morning in order for him to have time to review.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	No
Mr. Probst	No

**10:50 a.m. THURSDAY, JULY 10, 2008, RECONVENE**

Present were Gordie W. Longshaw, Mark A. Thomas and Charles R. Probst, Jr. Also present was Al Molnar of The Intelligencer.

**IN THE MATTER OF APPROVING COMMISSIONERS' ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING JAN. 1, 2009**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve and hereby submit the Belmont County Board of Commissioners' Annual Budget for the fiscal year commencing January 1, 2009 for consideration by the County Budget Commission.

Upon roll call the vote was as follows:

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

**DISCUSSION HELD** – Commissioner Thomas was presented a letter by Maroon Enterprises asking for an extension to complete the site work for the new Eastern Division Court complex. Mark Westlake, Property Manager for Maroon Enterprises, submitted the request.

**IN THE MATTER OF APPROVING REQUEST FROM MAROON ENTERPRISES FOR AN EXTENSION FOR SITE WORK ON THE NEW EASTERN DIVISION COURT BUILDING PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Probst to accept and sign request from Maroon Enterprises for an extension on the site work for the new Eastern Division Court with a revised completion date of August 31, 2008, with expectations of an earlier completion date.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 10:53 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn the meeting at 10:53 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 16th day of July, 2008.

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\_\_\_\_\_  
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