

St. Clairsville, Ohio

August 22, 2007

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, Gordie W. Longshaw and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board. Minutes of the meeting of August 15, 2007, were read, approved and signed.

**MEETINGS ARE NOW BEING RECORDED**  
**ALL DISCUSSIONS ARE SUMMARIZED, FOR COMPLETE PROCEEDINGS**  
**PLEASE SEE CORRESPONDING TAPE FOR THIS MEETING DAY.**

**IN THE MATTER OF ALLOWANCE OF BILLS**  
**AS CERTIFIED IN THE AUDITOR'S OFFICE**

**"BILLS ALLOWED"**

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, seconded by Mr. 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-AT&T	Misc. service/General Fund	394.43
Belmont Co. Dept. of Job & Family Services	Sept. Mandated Share/General Fund	30,139.08
BP Products	Cruiser Gasoline/General Fund	9,545.21
Doubletree Guest Suites	Conference lodging/General Fund	467.00
Ohio Judicial College	Final Session & Graduation/General Fund	300.00
Ohio Judicial Conference	Registration – Judge Sargus/General Fund	240.00
C-John A. Vavra	Attorney Fees/Indigent Guardianship Fund	337.50
D-Lash Paving, Inc.	Engineer Project 07-6-Resurfacing/Road and Bridges Fund	243,288.61
K-Lash Paving, Inc.	Engineer Project 07-5/Enginner MVGT Fund	84,754.50
N-Marshall J. Piccin	Contract Services/Permanent Improvement Capital Project Fund	3,080.00
Staley Communications, Inc.	Antenna system-EMA/EOC Equipment Grant Fund	837.80
O-Ohio Department of Development	Sept. payment/Fox Commerce Park/St Loan Repayment Fund	3,306.14
P-American Electric Power	Service/WWS#1 Revenue Fund	221.89
Belmont Co. Dept. of Job & Family Services	Reimburse expenses/Oakview Admin. Bldg. Fund	109.09
Belmont Co. Sanitary Sewer District	July Service/WWS#1 Revenue Fund	4,038.79
Eastern Ohio Regional Wastewater Authority	Sewage Disposal/SSD #2 Revenue Fund	60.10
Jo Stiles	Reimburse expenses/BCSSD Funds	115.70
Provident Farm Supply	Supplies/BCSSD Funds	79.50
S-Donna Cottage	Reimburse expenses/Northern Court-Gen. Special Projects Fund	128.91
Erin Malik	Guardian Ad Litem/Juvenile Court-Gen. Special Projects Fund	35.00
Rosalee J. Ralston	Conference expenses/Western Court-Gen. Special Projects Fund	140.90
Simplex Grinnell	Maintenance & Repair/Oakview Juv. Rehab District Fund	16,740.78

**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 22, 2007 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$19,451.54; \$6,582.61; \$536.06; \$1,269.27
GENERAL/AUDITOR	\$10,487.87
GENERAL/EMA	\$839.72
GENERAL/SHERIFF	\$14,057.22; \$1,786.66; \$1,040.88
GENERAL/911	\$51,142.93
B-Dog and Kennel	\$1,166.99
E-911	\$9,873.96
H-Job & Family CSEA	\$7,622.04
Job & Family, Public Assistance	\$5,496.03; \$752.36; \$220.00; \$3,208.25; \$369,730.99; \$4,218.74
Job & Family, WIA	\$73,264.65; \$35,064.50
K-Engineer MVGT	\$14,176.37; \$756.86
M-Title IV-E Reimb (Juvenile Court)	\$2,006.82
P-Sanitary Sewer District	\$192.77; \$486.89; \$12,821.49; \$260.25; \$47,798.68
S-Job & Family, Children Services	\$2,100.34; \$196.23
Oakview Juvenile Residential Center	\$680.80; \$1,282.65; \$4,917.04
Sheriff Concealed Handgun License Fund	\$3,214.00
Sheriff Commissary	\$1,249.91

Upon roll call the vote was as follows:

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

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

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

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0051-A001-A50.000	E-0257-A015-A14.000	\$15,000
Budget Stabilization	Attorney Fees	

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>WWS#3</b>	<b>WWS#3</b>	
E-3702-P005-P34.074 OE Trans Out	E-3702-P005-P21.000 Materials	8,000.00
<b>SSD#1</b>	<b>SSD#1</b>	
E-3704-P051-P09.000 Sew Disposal	E-3704-P051-P07.011 Services	<u>2,000.00</u>
<b>TOTAL</b>		<b>10,000.00</b>

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>SSD#1</b>	<b>SSD#1</b>	
E-3704-P051-P09.000 Sew Disposal	E-3704-P051-P16.074 OE Trans Out	4,000.00

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>SSD#2</b>	<b>SSD#2</b>	
E-3705-P053-P01.002 Salaries	E-3705-P053-P14.000 OE Employees	\$ 5,000.00

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S52.011 Contract Service	E-8010-S030.S60.000 Maintenance	2,155.59
E-8010-S030-S62.000 Printing	E-8010-S030.S60.000 Maintenance	1,000.00
E-8010-S030-S65.000 Indirect Costs	E-8010-S030.S60.000 Maintenance	7,000.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S60.000 Maintenance	2,000.00

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0910-S033-S47.006 Hospitalization	E-0910-S033-S44.003 OPERS/STRS	\$ 5,600.00
E-0910-S033-S47.006 Hospitalization	E-0910-S033-S50.005 Medicare	\$ 650.00

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3711-T010-T04.074 WSGDF Transfer Out	R-3701-P003-P15.574 WWS#2 01004003 Transfers In	147.13
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004003 Transfers In	348.16
E-3711-T010-T04.074 WSGDF Transfer Out	R-3704-P051-P08.574 SSD#1 03004003 Transfers In	167.94
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD#2 04004003 Transfers In	83.19
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004003 Transfers In	<u>143.40</u>
<b>TOTAL</b>		<b>889.82</b>

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 BELMONT COUNTY 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 August 22, 2007.

**GENERAL FUND/COMMISSIONERS**

E0051-A001-A50.000 Commissioners/Budget Stabilization \$15,000.00

*1<sup>st</sup> Installment-Partial Repayment of \$160,000 Cash Adv to PHC dated 6/27/07*

*Balance due: \$145,000.00*

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 22, 2007.

E-0061-A002-B10.000 Travel \$ 50.00

Upon roll call the vote was as follows:

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

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

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 22, 2007.

E-0063-A002-B26.010 Supplies \$ 45.00

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/VETERANS SERVICES**

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 August 22, 2007.

E-0160-A009-D02.002 Salaries-Employees \$ 170.25

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 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 22, 2007.

E-2812-K000-K16.013 Contracts-Projects Road \$ 126,763.89

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 August 22, 2007.

<b>Fund</b>	<b>Amount</b>
<b>PLACEMENT SERVICES-TITLE IV-E</b>	
E-0400-M064-M05.000 Placement Costs	\$ 27,062.00
<b>PLACEMENT II</b>	
E-0400-M075-M01.000 Other Expenses	\$ 86.38

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 JUVENILE COURT ALTERNATIVE SCHOOL 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 August 22, 2007.

**M-67-ALTERNATIVE SCHOOL**

E-0400-M067-M02.003 PERS	3,000.00
E-0400-M067-M05.008 Insurances	3,000.00
E-0400-M067-M01.002 Salaries	4,502.59
E-0400-M067-M04.005 Medicare	135.66
E-0400-M067-M12.074 Transfers Out	<u>1,361.75</u>
<b>TOTAL</b>	<b>12,000.00</b>

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 22, 2007.

E-9002-N002-N42.050 Fee Expense For Loan \$ 1,666.66

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 WWS #1 P01 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 22, 2007.

E-3700-P001-P23.011 Contract Services \$9,266.35

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 22, 2007.

E-1720-P090-P07.002	Salaries	10,474.62
E-1720-P090-P08.003	PERS	1,450.73
E-1720-P090-P09.004	Workers Comp	314.24
E-1720-P090-P03.000	Other Expenses	<u>3,479.41</u>
<b>TOTAL</b>		<b>15,719.00</b>

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 August 22, 2007.

**S025 CHILDREN SERVICES FUND 50 SS**

E-2766-S025-S10.074 Transfers Out \$ 16,449.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR OAKVIEW JUVENILE REHABILITATION S030 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 22, 2007.

**OAKVIEW JUVENILE REHABILITATION S030**

E-8010-S030-S54.000	Food	2,178.98 (2007)
E-8010-S030-S54.000	Food	195.00 (2008)
E-8010-S030-S55.010	Supplies	150.00
E-8010-S030-S55.010	Supplies	2.50
E-8010-S030-S74.000	Youth Activity Fund	<u>350.00</u>
<b>TOTAL</b>		<b>2,876.48</b>

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 22, 2007.

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

E-0910-S033-S33.002 Salaries 31,392.87

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE S070 IN HOME CARE LEVY-COMM ON AGING**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 22, 2007.

**S070 – IN HOME CARE LEVY-COMM ON AGING**

E-5005-S070-S05.011 CONTRACT SERVICES \$ 652.06

*\*Note: This was insurance reimbursement to Belmont Senior Services from Grange Insurance Co. for damage caused by their insured, Herbert A. Starr, and Policy No. FA5193340, on 07/18/07. BSS vehicle was purchased with levy funds.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE BELMONT COUNTY PROSECUTOR’S OFFICE  
VICTIM-WITNESS ASSISTANCE PROGRAM 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 22, 2007.

E-1511-W080-P01.002 Salary 3,405.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE BELMONT COUNTY PROSECUTOR’S OFFICE  
VICTIM-WITNESS ASSISTANCE PROGRAM 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 22, 2007.

E-1511-W080-P05.003 PERS \$ 255.00

Upon roll call the vote was as follows:

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

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

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

**BCDJFS** – Various employees to various trainings and meetings in August, September and November, 2007. Estimated expenses: \$1,498.20.  
**ENGINEER** – Don Pickenpaugh, GIS Director, and Richard Oberdick, Drafting Technician, to CEAO Annual GIS Conference & Trade Show, in Columbus, OH, on September 12-14, 2007. Estimated expenses: \$700.00.

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 August 15, 2007, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mr. Probst Yes  
Mr. Longshaw Yes  
Mr. Thomas 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 County Budget Commission certify the following monies.

**GENERAL FUND - \$50.00** paid into R-0050-A000-A45.500 General Fund on 8/20/07. *\*Note: This is a refund to Judge Sargus for a Judicial College Course she was unable to attend.*

**WWS#1 SYSTEM FUND - \$9,266.35** paid in from the Village of Bridgeport to Belmont Co. Sanitary Sewer District.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Pultney Township Trustee Frank Shaffer advised the Board of an ongoing slip problem in McMahon’s Creek. He said he has talked with the EMA office, but they have not viewed the site as of yet. It is reclaimed property that has slipped in the past and Frank said he will try to reach ODNR again. He asked the Board if they had any suggestions as to who else he might also contact. Commissioner Probst suggested he find out which coal company stripped the land and maybe the bond hasn’t been released yet and they will be able to fix slip.

**IN THE MATTER OF HOLDING A “TOWN HALL”  
MEETING AT THE BELMONT COUNTY FAIR**

Motion made by Mr. Thomas, seconded by Mr. Probst to hold a “Town Hall” meeting at the Main Entrance to the Belmont County Fairgrounds at 11:00 a.m., Friday, September 7, 2007 and to notify the media of the same. The Public is welcome to attend.

*Note: The board will still be holding their regular Wednesday meeting at the courthouse.*

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: August 15, 2007.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE #10588 FROM CMG ARCHITECTS AND ENGINEER'S LLP/NEW EASTERN DIVISION COURT BUILDING PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the payment of Invoice # 10588 from CMG Architects and Engineer's LLP of Wheeling, WV, in the amount of \$461.75, for architectural and engineering services for the New Eastern Division Court Building project in Bellaire, Ohio.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF P.O. NO. 512327 FOR MARSHALL J. PICCIN & ASSOCIATES/ BELMONT CO. JAIL ADDITION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the payment of P.O. No. 512327 in the amount of \$3,080.00 for Marshall J. Piccin & Associates, Project Engineer for the Belmont County Jail Addition Project, for the period of June 21, 2007 through August 17, 2007.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING CONTRACT CHANGE ORDER NO. 3 FOR COLAIANNI CONSTRUCTION, INC./ BELMONT CO. JAIL ADDITION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve and sign Contract Change Order No. 3 in the amount of \$38,186.75 for Colaianni Construction, Inc. for the Belmont County Jail Addition project, based upon the recommendation of Marshall Piccin, Project Engineer and Craig Van Horne of Wachtel & McAnally Architects/Planners, Inc.

*Note: This Change Order is necessary to provide deeper auger cast pile holes.*

Upon roll call the vote was as follows:

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

**DISCUSSION HELD-** Regarding above motion, Mr. Ed Jagucki questioned why deeper holes were needed and why didn't construction company know this? Commissioner Probst explained the site has a big rock basin. Solid rock was hit when drilling in one area, but solid rock was not hit nearby. He explained there are sporadic rock beds but not solid rock over the entire area. Mr. Jagucki asked if the land was pre-mined. Commissioner Probst said he did not know and stated larger equipment and rigs were necessary to drill deeper.

**IN THE MATTER OF THE PLAT OF LONGVIEW WARREN TOWNSHIP, SEC 2, T-8, R-6**

[Belmont Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date August 22, 2007

Motion made by Mr. Thomas, seconded by Mr. Probst to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Longview Subdivision, Warren Township, Sec 2, T8, R6, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

***NOTICE OF NEW SUB-DIVISION***  
*Revised Code Sec. 711.05*  
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To: Nancy Detling, F.O., Warren Township Trustees, 61881 Bailey Rd., Barnesville, OH 43713

You are hereby notified that the 12th day of September, 2007, at 11:00 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/  
Clerk of the Board

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

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

IN THE MATTER OF  
SPACEVIEW RIDGE 13  
RICHLAND TOWNSHIP, SEC 10, T-7, R-4

[Belmont Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date August 22, 2007

Motion made by Mr. Thomas, seconded by Mr. Probst to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Spaceview Ridge 13, Richland Township, Sec 10, T7, R4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

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

You are hereby notified that the 12th day of September, 2007, at 11:15 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/  
Clerk of the Board

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

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR**  
**BELMONT CO. ENGINEER'S PROJECT 07-10 AND 07-11**

Motion made by Mr. Thomas, seconded by Mr. Probst to advertise for bids for the following projects for the Belmont County Engineer's Department, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders:

- Project 07-10 Bridge Deck Replacement-Colerain T-438
- Project 07-11 Centerline Pavement Markings Project for various county highways

*Note: MVGT funds will be used for both projects.*

**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 **11:30 a.m.** (Local Time) **Wednesday, September 12, 2007**, for furnishing all labor, materials and equipment to complete for the Belmont County Engineer Department **Project 07-10 Bridge Deck Replacement – Stanley Addition Road (Colerain Twp. T-438)**, 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 in accordance with the Attachment 1 "Bid Documents Belmont County Commission". 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.

All work done under this contract shall be subject to all State requirements concerning the payment of prevailing wage rates.

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

***Times Leader Advertisement: Two (2) Tuesdays: August 28, 2007 and September 4, 2007***

**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 **11:40 a.m.** (Local Time) **Wednesday, September 12, 2007**, for furnishing all labor, materials and equipment to complete for the Belmont County Engineer Department **Project 07-11 Pavement Marking Project – Various County Highways**, 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 in accordance with the Attachment 1 "Bid Documents Belmont County Commission". 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.

All work done under this contract shall be subject to all State requirements concerning the payment of prevailing wage rates.

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

***Times Leader Advertisement: Two (2) Tuesdays: August 28, 2007 and September 4, 2007***

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID AND ENTERING INTO**

**AGREEMENT WITH NICOLOZAKES TRUCKING & CONSTRUCTION, INC. FOR COUNTRY CLUB ESTATES SEWER PROJECT/BCSSD**

Motion made by Mr. Thomas, seconded by Mr. Probst to award the bid and enter into Agreement with Nicolozakes Trucking & Construction, Inc. of Cambridge, Ohio, the low bidder, in the amount of \$299,829.52 for the Country Club Estates Sewer project, based upon the recommendation of Jeff Vaughn, Project Engineer and David Grum, Project Coordinator. (Engineer's Estimate \$350,000)

**NOTICE OF AWARD**

To: Nicolozakes Trucking & Construction, Inc.  
8555 Georgetown Road, P.O. Box 670  
Cambridge, Ohio 43725-0670

Project Description: Country Club Estates Sewers

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of **\$ 299,829.52**

You are required by the Information for Bidders to execute the Agreement within **fifteen calendar days** from the date of this Notice to you. If you fail to execute said Agreement within **fifteen days** from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 22nd day August, 2007.

Belmont County Commission  
Owner  
By: Mark A. Thomas /s/  
Charles R. Probst, Jr. /s/  
Gordie W. Longshaw /s/

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged

by \_\_\_\_\_,  
this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGREEMENT**

This Agreement is dated as of the 22nd day of August in the year 2007, by and between the **Belmont County Commission** hereinafter called Owner, and **Nicolozakes Trucking & Construction, Inc.**, hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

Contractor shall complete all work as specified or indicated in the Contract Documents.

The project for which the work under the Contract Documents may be the whole or only a part as generally described as follows:

**COUNTRY CLUB ESTATES SEWERS**

**ARTICLE 2 - ENGINEER**

The Project has been designed by Vaughn, Coast & Vaughn, St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

**ARTICLE 3 - CONTRACT TIME**

- 3.1 The work will be fully completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **120** Days after the date when the Contract Time commences to run.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work, or designated part, is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner four hundred dollars (\$400.00) for each calendar day that expires after the time specified for Substantial Completion, in Paragraph 3.1 of this Agreement, until the Work, or designated part, is Substantially Complete.

**ARTICLE 4 - CONTRACT PRICE**

- 4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

Two hundred ninety-nine thousand, eight hundred twenty-nine dollars and fifty-two cents  
Written  
\$299,829.52  
Numeric

**ARTICLE 5 - PAYMENT PROCEDURES**

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values provided for in Paragraph 14.01 of the General Conditions.
  - 5.1.1 Prior to 50% Completion, progress payments will be in an amount equal to 92% of the work completed, and 100% of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 Upon 50% Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 96% of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 14.02 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

**ARTICLE 6 - INTEREST**

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

**ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.01 as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

**ARTICLE 8 - CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

- 8.1 This Agreement, pages 00500-1 to 00500-6, inclusive.
- 8.2 Exhibits to this Agreement, pages   -   to   -  , inclusive.
- 8.3 Ohio Guaranty Bonds, identified as exhibit 00605.
- 8.4 Notice of Award and Notice to Proceed.
- 8.5 General Conditions, pages 1 to 42, inclusive.
- 8.6 Supplementary Conditions, pages 00800-1 to 00800-5 inclusive.
- 8.7 Specifications bearing the title:

**Belmont County Commission  
Belmont County Sanitary Sewer District  
Country Club Estates Sewers**

- 8.8 Drawings, consisting of sheets numbered   A & B, 1 through 7   inclusive with each sheet bearing the following general title:

**Belmont County Commission  
Belmont County Sanitary Sewer District  
Country Club Estates Sewers**

- 8.9 Addenda Number   1  , inclusive.
- 8.10 Contractor's Bid, pages 00300-1 to 00300-8 inclusive.
- 8.11 Documentation submitted by Contractor prior to Notice of Award, pages   -   to   -  , inclusive.
- 8.12 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

**ARTICLE 9 - MISCELLANEOUS**

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

**ARTICLE 10 - OTHER PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have signed four copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on   8/22/07  

OWNER: Belmont County Commission  
Gordie W. Longshaw /s/  
Charles R. Probst, Jr. /s/  
 BY: Mark A. Thomas /s/  
 (Corporate Seal)

CONTRACTOR: Nicolozakes Trucking & Construction, Inc.  
  
 BY: \_\_\_\_\_  
 (Corporate Seal)

ATTEST: Jayne Long, Clerk /s/  
 Address for giving notices:  
Belmont County Courthouse  
101 W. Main St.  
St. Clairsville, OH 43950

ATTEST: \_\_\_\_\_  
 Address for giving notices:  
8555 Georgetown Road  
P.O. Box 670  
Cambridge, Ohio 43725-0670  
 Telephone No. 740-432-5648  
 FAX No. \_\_\_\_\_

Approved as to form:  
  
 \_\_\_\_\_  
 Belmont Co. Prosecutor  
 Upon roll call the vote was as follows:

License No. \_\_\_\_\_  
 Agent for service of process:  
  
 \_\_\_\_\_

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

**IN THE MATTER OF ENTERING INTO MUTUAL AID**

**AGREEMENT WITH NOBLE COUNTY ON BEHALF OF BELMONT CO. EMERGENCY MANAGEMENT AGENCY**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into a Mutual Aid Agreement with Noble County, on behalf of the Belmont County Emergency Management Agency for the purpose of supplying mutual aid among the parties in any emergency or disaster resulting from an enemy attack or from natural or manmade occurrence.

**MUTUAL AID AGREEMENT  
EMERGENCY MANAGEMENT**

WHEREAS, Section 5502.29 of the Ohio Revised Code states that "Political subdivisions may, in collaboration with other public and private agencies within this state, develop mutual aid arrangements for reciprocal emergency management aid and assistance in case of any hazard too great to be dealt with unassisted."

THEREFORE, we, the Noble County Commissioners do, on behalf of the County of Noble, enter into and ratify the following agreement with Belmont County:

ARTICLE 1. The purpose of this mutual aid agreement among the parties in meeting any emergency or disaster resulting from enemy attack or from natural or man-made occurrence is to insure that preparations within this county will be adequate to deal with such emergencies or disasters and generally to provide for the common defense, to protect the public order, health, safety, and general welfare, and to preserve the lives and property of the people of the county. The prompt, full, and effective utilization of the resources of the respective counties, including such resources as may be available from the federal government or any other services, are essential to the safety, care, and welfare of the people thereof in the event of an emergency or disaster.

ARTICLE 2. Any party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement, provided that it is understood that the party providing aid may withhold resources to the extent necessary to provide reasonable protection for its jurisdiction. Each party shall extend to any other party, while operating within its jurisdictional limits under the terms and conditions of this agreement, the same powers and duties, rights, privileges, and immunities as are extended to the emergency response personnel of such jurisdiction. Emergency response personnel will continue under the operational control of the emergency management agency of the jurisdiction requesting assistance and will react in accordance with the terms and conditions of the county's emergency operations plan.

ARTICLE 3. Whenever any person holds a license, certificate or other permits issued by a state or other political subdivisions evidencing the meeting of qualifications for professional, mechanical, or other skills, such person may render aid involving such skill in any county or shall give due recognition to such license, certificate, or permit as if issued by the state or political subdivisions in which aid is received.

ARTICLE 4. No county or its officers or employees rendering aid in another state or political subdivision pursuant to this agreement shall be liable on account of any act or omission in good faith on the part of such emergency management personnel while so engaged, or on account of the maintenance on use of any equipment or supplies in connection therewith exempt as provided in R.C. Chapters 2743 and 2744 and R.C. 5915.10.

ARTICLE 5. In as much as it is probable that the detail for mutual aid among two or more political subdivisions may differ from that among other political subdivisions, this document contains elements of broad base common to all parties and nothing herein shall preclude any political subdivision from entering into supplementary agreements with other political subdivisions. Such supplementary agreements may comprehend, but not be limited to provisions for evacuation and reception of injured or other persons, and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, equipment and supplies.

ARTICLE 6. Each political subdivision shall provide for the payment of compensation and death benefits to injured emergency response personnel of that political subdivision in case such members sustain injuries or are killed while rendering aid pursuant to this agreement in the same manner and on the same terms as if the injury or death were sustained within such jurisdiction.

ARTICLE 7. Any political subdivision rendering aid in another political subdivision pursuant to this agreement shall be reimbursed by the political subdivision receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid and for costs incurred in connection with such request; provided that any aiding political subdivision may assume, in whole or in part, such loss, damage, expense, or other cost, or may loan such equipment or donated such services to the receiving political subdivision without charge or cost; and provide further that any two or more political subdivisions may agree to an allocation of costs.

ARTICLE 8. Emergency operations plans in each political subdivision shall provide the framework for emergency response for officers, employees, and volunteers from within and outside of the political subdivisions.

ARTICLE 9. This agreement shall become effective upon signature of all parties hereto and shall continue in full force and effect and remain binding on the parties until the chief executive of any political subdivision request termination thereof. The chief executive shall provide the other parties to the agreement with thirty (30) days written notice prior to termination of the agreement.

FOR THE COUNTY OF NOBLE

John H. Carter /s/

John Carter, Commissioner

Charles Cowgill /s/

Charles Cowgill, Commissioner

Virgil Thompson /s/

Virgil Thompson, Commissioner

ATTEST:

Ruth Hayes /s/

Ruth Hayes, Clerk

Noble County Commissioners

4-2-2007

Date

FOR THE COUNTY OF BELMONT

Mark . Thomas /s/

Commissioner

Charles R. Probst, Jr., /s/

Commissioner

Gordie W. Longshaw /s/

Commissioner

Jayne Long /s/

Clerk

Belmont County Commissioners

8-22-07

Date

APPROVED AS TO FORM:

David K. Liberati /s/ Assistant

PROSECUTING ATTORNEY 8/21/07

Upon roll call the vote was as follows:

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

*\*Note: Commissioner Thomas stated the mutual aid agreements are per ORC 5502.29 and are widely used throughout the State. Commissioner Probst noted there have been some discussions and meetings held as of last week. Jefferson, Belmont, Monroe and possibly Harrison County will be involved with a regional communication system. He said as it stands now, should there be a disaster, the different counties cannot talk directly via radio without each county switching frequencies. The regional communication agreement would entail allowing all counties involved to talk directly through their radio communication system. Commissioner Probst further advised the purpose of the meeting held last week was to determine the cost and to discuss grants that are available that the four (4) counties could apply for together to upgrade the system. It is an 80/20 match (80 Federal and 20 Local).*

**IN THE MATTER OF SIGNING FOR RELEASE OF FUNDS  
AND CERTIFICATION FOR BELMONT METROPOLITAN**

**HOUSING AUTHORITY**

Motion made by Mr. Probst, seconded by Mr. Longshaw to authorize Commission President Mark A. Thomas to sign as the Certifying Officer for the Release of Funds and Certification, Form HUD-7015.15, for the Belmont Metropolitan Housing Authority.

*Note: The funds will be used for the demolition, site clearing and site preparation for property located at 3030/3034 Washington Street (duplex), Bellaire. BMHA will maintain ownership.*

Upon roll call the vote was as follows:

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

**BREAK 11:17 A.M.** Commissioner Thomas noted there is a Budget Hearing at 1:30 p.m. and a Regional Airport Authority Meeting at 2:30 p.m. Commissioner Thomas will provide press with an update.

**11:30 Agenda Item: Executive Session-Post Audit**

**IN THE MATTER OF ENTERING**

**EXECUTIVE SESSION AT 11:40 A.M. WITH STATE AUDITORS**

**ET AL RE: BELMONT COUNTY POST AUDIT**

Present for the Post Audit were: Lee Ann Pytlak and Rick Carpenter of the State Auditors Office; County Auditor Joseph Pappano and Judy Jenewein, Sheila Turner, Roger Conroy and Andy Sutak of the Belmont County Auditor's Office; Treasurer Joseph Gaudio; Prosecutor Chris Berhalter; Commissioners Clerk Jayne Long and Fiscal Manager Cindi Henry; Jennifer Shunk, Juvenile Court; Donna Mahr, Sanitary Sewer.

Motion made by Mr. Thomas, seconded by Mr. Probst to enter executive session at 11:40 a.m. with the state auditors and other elected officials and employees pursuant to ORC 121.22 (G)(5) Confidential Matters concerning the Belmont County Post Audit review upon adoption of the following:

**RESOLUTION OF THE BELMONT COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**WHEREAS**, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C. § 121.22(G)(5); and

**WHEREAS**, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to consider matters required to be kept confidential by federal law or rules or state statutes;

**WHEREFORE, BE IT RESOLVED THAT:** the Board of Belmont County Commissioners shall hold an executive session to consider matters required to be kept confidential by federal law or rules or state statutes;

**WHEREFORE, BE IT FURTHER RESOLVED THAT:** the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

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

**IN THE MATTER OF ADJOURNING**

**EXECUTIVE SESSION AT 2:30 P.M. WITH STATE AUDITORS**

**ET AL RE: BELMONT COUNTY POST AUDIT**

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn executive session at 2:30 p.m. with the State Auditors Office, et al pursuant to ORC 121.22 (G)(5) Confidential Matters concerning the Belmont County Post Audit review.

Upon roll call the vote was as follows:

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

**NO ACTION TAKEN AS A RESULT OF POST AUDIT EXECUTIVE SESSION.**

**Commissioner Thomas stated the meeting was being kept open for any further action that may be needed.**

**2:31 P.M. BREAK**

**TUESDAY, AUGUST 28, 2007, RECONVENED THE AUGUST 22, 2007 MEETING**

**Commissioner Thomas explained that the meeting of August 22, 2007 had been held open to look into funding issues for Belmont County Engineer. He said no action had been taken and no decisions made.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:00 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn the meeting at 11:00 a.m.

Upon roll call the vote was as follows:

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

*Note: Commissioner Thomas noted that Commissioner Longshaw was present this date, but stepped out of meeting room before roll call.*

Read, approved and signed this 29th day of August, 2007.

\_\_\_\_\_

\_\_\_\_\_ COUNTY COMMISSIONERS

\_\_\_\_\_

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

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK