

St. Clairsville, Ohio

August 17, 2011

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD 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. Coffland, 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-Columbia Gas of Ohio	July service-Thoburn Bldg./General Fund	71.20
B-Crossroads Counseling	Court ordered counseling/Indigent Drivers Alcohol Fund	1,302.61
K-Lash Paving Co.	Engineer Project 11-2 Liquid Bituminous/Engineer MVGT Fund	50,122.50
K-Ohio-WV Excavating Co.	Engineer Project 11-1 Emergency Repair/Engineer MVGT Fund	2,050.00
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	2,489.60
N-Poggemeyer Design Group	Professional Services/Bridge & Wall Constr. Improvement Fund	63.38
N-Tri-Son Concrete	Concrete/Bridge & Retaining Wall Construction Improv. Fund	1,008.88
P-Ace Real Time Solutions	Materials/BCSSD Funds	424.78
P-Belmont Co. Sanitary Sewer District	Services/BCSSD Funds	2,000.00
P-Belmont Labs	Supplies/BCSSD Funds	141.20
P-Erb Electric Co.	Materials/WWS#3 Revenue Fund	174.06
P-Kelly Porter	Reimburse Travel Expenses/BCSSD Funds	49.50
P-Rare Properties	Refund/WWS#2 Revenue Fund	19.15
P-Staley Communications, Inc.	Equipment/BCCSD Funds	4,299.20
P-Synagro Central, LLC	Services/SSD#2 Revenue Fund	5,040.00
P-W W System #3	Purchased Water/WWS#2 Revenue Fund	39,169.87
S-Beth A. Andes, MS, PCC	Contracted counselor/District Detention Home Fund	1,470.00
S-H.E. Neumann Co.	Repairs/Replace/Oakview Juvenile Residential Center Fund	21,638.99
S-Jeter	Labels/Eastern Ct. General Special Projects Fund	983.73
S-TSG	Remote data backup & vaulting/Northern Div. Ct. Computer Fund	96.82
S-TSG	Remote data backup & vaulting/Eastern Div. Ct. Computer Fund	48.12

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for August 17, 2011 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$48,202.12; \$1,496.00; \$799.40
A-GENERAL/AUDITOR	\$3,358.95
A-GENERAL/SHERIFF	\$7,357.59
B-Dog and Kennel	\$3,892.33
H-Job & Family, Public Assistance	\$764.47; \$1,601.43; \$7,141.80; \$4,631.24
H-Job & Family, WIA	\$12,669.92
J-Real Estate Assessment Fund	\$204.26
K-Engineer MVGT	\$796.69; \$26,969.05
M-Juvenile Ct. – Placement II	\$1,385.40
M-Juvenile Ct. – Title IV-E Reimb.	\$73.95
P-Sanitary Sewer District	\$1,208.86; \$23,391.13; \$7,259.50; \$339.61; \$1,506.08; \$2,330.04
S-District Detention Home	\$2,754.30
S-Job & Family, Children Services	\$78,187.02
S-Juvenile Ct. General Special Projects	\$390.00
S-Oakview Juvenile Residential Center	\$960.03
S-Sheriff Commissary	\$1,722.46
S-Sheriff CCW	\$1,319.00
T-Sanitary Sewer District	\$55.76

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFER
WITHIN GENERAL FUND

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

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0051-A001-A50.000 Budget Stabilization	E-0051-A001-A27.007 Unemp (Park Health employees)	\$4,346.00

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND/SHERIFF

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the General Fund.

FROM	TO	AMOUNT
E-0131-A006-A02.002 Admn. Payroll	E-0131-A006-A15.007 Unemployment	\$ 1,165.58

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND/BOARD OF ELECTIONS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the General Fund.

FROM	TO	AMOUNT
E-0181-A003-A03.010 Supplies	E-0181-A003-A06.011 Contract Services	\$ 10,000.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE BCDJFS PUBLIC ASSISTANCE FUND

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

FROM	TO	AMOUNT
E-2510-H000-H01.002 Salaries	E-2510-H000-H12.003 PERS	\$ 200,000.00
E-2510-H000-H08.004 GR Wrks's Comp	E-2510-H000-H12.003 PERS	2,570.08
E-2510-H000-H13.004 Wrk's Comp	E-2510-H000-H12.003 PERS	<u>23,220.44</u>
TOTAL		\$ 225,790.52

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

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

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

FROM	TO	Amount
E-3701-P003-P31.000 O E OPER	E-3701-P003-P18.010 SUPPLIES	\$2,000.00
E-3702-P005-P29.003 PERS	E-3702-P005-P18.010 SUPPLIES	\$12,000.00
E-3704-P051-P15.000 OE OPER	E-3704-P051-P07.011 SERVICES	\$3,000.00
E-3705-P053-P15.000 OE OPER	E-3705-P053-P02.010 SUPPLIES	\$1,000.00
E-3706-P055-P15.000 OE OPER	E-3706-P055-P07.011 SERVICES	\$800.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Yes

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

Motion made by Mr. Probst, seconded by Mr. Coffland 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-S33.002 Salaries	\$25,850.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUNDS/ BELMONT COUNTY SHERIFF DEPT.

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

TRANSFER FUNDS FROM:

ACCOUNT		AMOUNT
E-5105-T008-T01.002	SALARIES	\$ 5,894.76
E-5105-T008-T02.003	PERS/SPRS	\$ 1,066.95
E-5105-T008-T03.006	HEALTH INS.	\$ 2,335.50
E-5105-T008-T04.004	WRKR'S COMP.	\$ 235.79
E-5105-T008-T05.012	EQUIPMENT	\$ -
E-5105-T008-T06.010	SUPPLIES	\$ -
E-5105-T008-T07.000	OTHER EXPENSES	\$ -
	TOTAL	\$ 9,533.00

TRANSFER FUNDS TO:

ACCOUNT		AMOUNT
E-0131-A006-A02.002	SALARIES	\$ 5,894.76
E-0131-A006-A13.003	PERS/SPRS	\$ 1,066.95
E-9891-Y091-Y01.006	HEALTH INS.	\$ 2,335.50
E-0131-A006-A14.004	WRKR'S COMP.	\$ 235.79
E-0131-A006-A16.000	EQUIPMENT	\$ -
E-0131-A006-A03.010	SUPPLIES	\$ -
E-0131-A006-A16.000	OTHER EXPENSES	\$ -
	TOTAL	\$ 9,533.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/
BELMONT COUNTY SHERIFF DEPT.**

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

E-SORN/TRAINING OFFICER

TRANSFER FUNDS FROM:

ACCOUNT		AMOUNT
E-9731-T031-T01.002	SALARIES	\$ 7,199.40
E-9731-T031-T02.003	PERS/SPRS	\$ 1,216.70
E-9731-T031-T03.006	HEALTH INS.	\$ 2,469.96
E-9731-T031-T04.004	WRKR'S COMP.	\$ 287.98
E-9731-T031-T05.005	MEDICARE	\$ 0.00
E-9731-T031-T05.012	EQUIPMENT	\$ 0.00
E-9731-T031-T06.010	Supplies	\$ 1,063.48
E-9731-T031-T07.000	OTHER EXPENSES	\$ 1,000.00
	TOTAL	\$ 13,237.52

TRANSFER FUNDS TO:

ACCOUNT		AMOUNT
E-0131-A006-A02.002	SALARIES	\$ 7,199.40
E-0131-A006-A13.003	PERS/SPRS	\$ 1,216.70
E-9891-Y091-Y01.006	HEALTH INS.	\$ 2,469.96
E-0131-A006-A14.004	WRKR'S COMP.	\$ 287.98
E-0256-A014-A07.005	MEDICARE	\$ 0.00
E-0131-A006-A16.000	EQUIPMENT	\$ 0.00
E-0131-A006-A03.010	SUPPLIES	\$ 1,063.48
E-0131-A006-A16.000	Other Expenses	\$ 1,000.00
	TOTAL	\$ 13,237.52

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR JULY, 2011**

Motion made by Mr. Probst seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of July 2011.

Gross Wages P/E 07/02/11 to 07/30/11

GENERAL FUND

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	7,514.48
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	623.28
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	623.28
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,720.20
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	5,405.58
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,703.13
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	1,897.36
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,038.04
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,495.50
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	10,802.44
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	6,294.21
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	2,016.64
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,820.37
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	2,540.85
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	10,337.93
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	8,703.57
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,759.29
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	6,549.31
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,974.55
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,207.41

SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,986.13
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,797.77
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,784.38
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	37.31
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>877.32</u>
			102,510.33
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,116.55
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	5,914.56
Co Health-Lead Settlement	E-2210-E001-E20.000	R-9895-Y095-Y01.500	
Trailer Parks	E-2211-F069-F02.002	R-9895-Y095-Y01.500	
Sewage Program	E-2227-F074-F03.002	R-9895-Y095-Y01.500	
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	310.00
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	351.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	209.00
Women's Health	E-2217-F079-F01.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	26.00
PH Emer Readiness	E-2229-F081-F01.001	R-9895-Y095-Y01.500	1,505.93
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	973.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	74,838.45
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	6,938.99
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	4,889.00
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	5,712.54
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	18,444.54
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	7,126.90
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,030.08
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,507.99
Care and Custody-Restitution	E-0400-M060-M61.003	R-9895-Y095-Y01.500	
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	1,179.64
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	763.61
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	519.95
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	569.80
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	2,575.33
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	12,481.23
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	1,064.79
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,805.40
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	297.23
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	45.57
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	174.69
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,171.14
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	8,751.26
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	11,183.81
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	4,319.62
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	32,823.12
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	1,123.47
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	972.37
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,156.81
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	403.20
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	390.80
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	341.16
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	1,026.37
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUVENILE CRT-GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	3,773.05
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	
Welcome Home	E-2226-T079-T01.002	R-9895-Y095-Y01.500	
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	282.69
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	748.74
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	868.59
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
		TOTAL	327,218.30

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE GENERAL FUND/SHERIFF DEPT.**

Motion made by Mr. Probst, seconded by Mr. Coffland 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 17, 2011.

E-0131-A006-A04.002	Salaries - Road	\$ 2,325.76	(Dep. Tom Gorza)
E-0131-A006-A04.002	Salaries – Road	\$1,329.31	(Dep. Mike Stauffer)

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR MISC. FUNDS FOR CARRY OVER PURCHASE ORDERS
THAT HAVE BEEN CLOSED AND RE-CERTIFIED**

Motion made by Mr. Coffland , seconded by Mr. Probst 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 August 10, 2011.

E-0061-A002-B03.000	Common Pleas	\$ 72,256.01
E-0051-A001-A10.000	Professional Services	\$ 9,543.33
E-0051-A001-A28.000	Other Expenses	\$ 45,156.74
E-0055-A004-B28.000	Maintenance, Makenzie Bldg	\$ 4,689.12
E-1726-P096-P06.000	Crit Incident Stress Mgmt/EMA	\$ 321.80
E-9712-T070-T05.013	FEMA-Hazard Mitigation Neffs	\$ 187,514.00
E-9046-N046-N01.013	Cap Imp Grant Bel Carnes Center	\$ 6,129.03
E-3701-P003-P31.000	WWS #2 Revenue	\$ 2,293.84
E-3702-P005-P31.000	WWS #3 Revenue	\$ 1,811.93
E-3704-P051-P15.000	SSD #1 Revenue	\$ 4,776.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE N041 ISSUE TWO MONIES FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland 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 17, 2011.

N041 ISSUE TWO MONIES

E-9041-N041-N10.055	Project Payments	\$ 150,226.99
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE S017 CHILDREN SERVICES FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede 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 17, 2011.

BELMONT COUNTY CHILDREN SERVICES

E-2765-S017-S31.000	Other Expenses	\$ 75,301.50
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Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR VARIOUS OAKVIEW JUVENILE REHAB FUNDS**

Motion made by Mr. Probst, seconded by Mr. Coffland 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 17, 2011.

OV EDUCATIONAL SERVICES S027

E-8007-S027-S06.000	OVESC (Program Supplies)	13,673.07
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OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S72.000	Capital Repairs	21,638.99
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N.S.L.A. OAKVIEW JUVENILE S031

E-8011-S031-S02.000	Food (Meal Tickets)	45.00
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 17, 2011.

E-5105-T008-T01.002	Salaries	5,894.76
E-5105-T008-T02.003	PERS/SPRS	1,066.95
E-5105-T008-T03.006	Health Insurance	2,335.50
E-5105-T008-T04.004	Workers Comp	235.79
TOTAL		9,533.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR T31 E-SORN OFFICER/FEDERAL FUNDS**

Motion made by Mr. Probst, seconded by Mr. Coffland 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 17, 2011.

T031 E-SORN OFFICER/FEDERAL FUNDS

E-9731-T031-T01.002	Salaries	\$ 7,199.40
E-9731-T031-T02.003	PERS/SPRS	1,216.70
E-9731-T031-T03.006	Health Insurance	2,469.96
E-9731-T031-T04.004	Wk. Comp.	287.98
E-9731-T031-T05.005	Medicare	0.00
E-9731-T031-T05.012	Equipment	0.00
E-9731-T031-T06.010	Supplies	1,063.48
E-9731-T031-T07.000	Other Expenses	<u>1,000.00</u>
TOTAL		\$ 13,237.52

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE BELMONT COUNTY PROSECUTOR'S OFFICE
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland 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 17, 2011.

E-1511-W080-P01.002	Salaries	\$ 255.00
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Probst to execute payment of Then and Now Certification dated August 17, 2011, 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:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

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

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

AUDITOR – Don Harr and Doug DeVault to travel to New Philadelphia, OH, on August 24-25, 2011, to attend ODA training on Hopper Scales for Weights & Measures. A county car will be used. Estimated expenses: \$200.00

BCDJFS – Linda Kinter and Jill Waller to travel to Columbus, OH, on Sept. 14, 2011, to attend CRIS-E Training. Estimated expenses: \$24.00

VETERANS – Lucinda Maupin and John Burkett to travel to Columbus, OH on August 29-Sept. 1, 2011, to attend Ohio State Association of County Veterans Service Officers training.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 29, 2011.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING PAY APPLICATION #1
FOR ERB ELECTRIC CO./COURTHOUSE ANNEX III**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve Pay Application #1 for ERB Electric Company in the amount of \$56,371.50 for the Belmont County Courthouse Annex III electric modifications, based upon the recommendation of Larry Siebieda, Architect.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING APPLICATION FOR
USE OF MUNICIPAL STREET FUNDS/CITY OF ST. CLAIRSVILLE**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the City of St. Clairsville's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$52,905.70, based upon the recommendation of Belmont County Engineer, Fred Bennett, for proposed improvements to the following:

- Parshall Avenue (Main St to Millrose Dr)
- Reservoir Rd (Main St to I-70 Bridge)
- N. Sugar St (Main St to Bellview St)
- Newell Ave (Sugar St to N Marietta St)

S. Market St (Main St to Woodrow Ave)
 The estimated cost will be \$ 181,063.00 of which \$ 52,905.70 is from the vehicle license tax fund.
 Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ENTERING INTO CONTRACT
 WITH OHIO-WEST VIRGINIA EXCAVATING CO./
 ENGINEER PROJECT 11-5 BEL-10-19.13 BRIDGE
 REPLACEMENT PROJECT (CR 10 BARTON- BLAINE ROAD)**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into contract with Ohio-West Virginia Excavating Company in the amount of \$647,135.00 for the Belmont County Engineer's Project 11-5 BEL-10-19.13 Bridge Replacement Project (CR 10 Barton-Blaine Road) based upon the recommendation of Fred Bennett, County Engineer.

Note: This is an OPWC Project

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
 ISSUE 2
 PROJECT 11-5 BEL - 10 – 19.13 BRIDGE REPLACEMENT PROJECT
 CR 10 BARTON-BLAINE ROAD
 O.P.W.C. PROJECT**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 17th day of August, 2011 between **OHIO-WEST VIRGINIA EXCAVATING CO.**, P.O. Box 128, Powhatan Point, Ohio 43942 and Charles Probst, Jr., Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that said **OHIO-WEST VIRGINIA EXCAVATING CO.** hereby agrees to furnish all services, labor, material and equipment and do all work requisite necessary to remove and construct a new bridge and perform all associated roadway, grading, drainage and other work described in the bid documents.

Methods of Construction, Composition and Preparation of Materials shall conform to all applicable Sections of the 2002 edition of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

APPROX. QUAN.	ITEM	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	BEL-10-19.13 CLEARING, REMOVAL & DISPOSAL OF EXISTING BRIDGE, AND CONSTRUCTION OF A NEW BRIDGE, INCLUDING ABUTMENTS WITH WINGWALLS, (CENTER PIER OPTIONAL), WITH ROADWAY EXCAVATION, EMBANKMENT, GRADING, PAVING, GUARDRAIL, SIGNING, STRIPING AND SEEDING, AS PER CONTRACT SPECIFICATIONS	LUMP SUM	\$647,135.00
	TOTAL		\$647,135.00

County will certify 26% of \$647,135.00 which is \$168,255.10

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 CO.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

OHIO-WEST VIRGINIA EXCAVATING CO.

Matt Coffland /s/

BY: W. Roger Levi /s/

Charles R. Probst, Jr. /s/

Ginny Favede /s/

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING
 PAY INCREASE FOR WILLIAM EDDY, III/BCSSD**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the continued employment and a \$.50 per hour pay increase effective August 9, 2011, for Belmont County Sanitary Sewer District employee William Eddy, III who has successfully completed his probationary period. Mr. Eddy will be classified as a Draftsman/Utility Locator. This action is based upon the recommendation of BCSSD Director Mark Esposito and the Belmont County Water & Sewer Department Job Classification Handbook.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING
 PAY INCREASE FOR NICK ROCCHIO/BCSSD**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the continued employment and a \$.50 per hour pay increase effective August 9, 2011, for Belmont County Sanitary Sewer District employee Nick Rocchio who has successfully completed his probationary period. Mr. Rocchio will be classified as a Utility Worker. This action is based upon the recommendation of BCSSD Director Mark Esposito and the Belmont County Water & Sewer Department Job Classification Handbook.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ENTERING AGREEMENT WITH

PROPERTY OWNER TO ENTER PRIVATE PROPERTY TO ACCESS CREEKS AND STREAMS TO PROVIDE FLOOD RELATED RELIEF

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into agreement with the following property owners to allow individuals to enter private property to access creeks and streams to provide flood related relief as a result of heavy rains and flash flooding that occurred in June in various areas of Belmont County:

Paul Gillespie, 65220 School St., Neffs

AGREEMENT

This Agreement made this 17th day of August, 2011, by and between the undersigned owner(s) and the Belmont County Commissioners.

WITNESSETH

That for and in consideration of the mutual covenants and conditions set forth herein the parties agree as follows:

1. The undersigned are owners of real estate located in Belmont County, Ohio, which real estate has been damaged by a flash flood which occurred in June, 2011.
2. The undersigned have requested the assistance of Belmont County in removing debris, damaged personal property, and other items from the undersigned's premises which debris and other items may cause health and safety concerns to the owners and the general public.
3. Belmont County has agreed to provide assistance in the cleanup effort and to remove items of debris which cause safety and health hazards from the premises.
4. The parties agree that the removal of items is solely within the discretion of Belmont County, and that all items of debris may not be removed by Belmont County during this cleanup process.
5. The undersigned recognize that the primary responsibility for cleanup of the property is with the undersigned owners.
6. In consideration for the assistance offered by Belmont County, Owners grant an easement to Belmont County to come upon Owner's premises with personnel and equipment to accomplish the cleanup and debris removal.
7. In consideration for the assistance offered by Belmont County, the undersigned hereby agree to hold Belmont County harmless for any and all damages that may occur to the undersigned's property during this debris removal process, and the undersigned further agree to release and discharge Belmont County, its employees, agents, contractors and all other persons acting in concert with Belmont County during this cleanup and debris removal from any and all liability associated with the requested cleanup of the premises.
8. The undersigned reserves the right to terminate this Agreement immediately upon notice to Belmont County, it being the understanding that the assistance provided by Belmont County is voluntarily given at the request of the undersigned, and not mandatory.

Executed this 17th day of August, 2011.

Paul A. Gillespie /s/
Owner

Owner

Belmont County Commissioners
 By: *Matt Coffland /s/*
 Matt Coffland, President
 By: *Charles R. Probst /s/*
 Charles R. Probst, Jr., Vice President
 By: *Ginny Favede /s/*
 Ginny Favede

APPROVED AS TO FORM:
David K. Liberati
Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ENTERING INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN BELMONT COUNTY AND THE BELMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT (BCTID)

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into the Intergovernmental Agreement by and between Belmont County and The Belmont County Transportation Improvement District (BCTID) for a 5 year term beginning August 31, 2011 to provide Project Cost funding to the BCTID to facilitate the development and implementation of the TID projects; the TID, upon receipt of Grant Funds will promptly reimburse the county.

**INTERGOVERNMENTAL AGREEMENT
 by and between
 BELMONT COUNTY
 and
 THE BELMONT COUNTY
 TRANSPORTATION IMPROVEMENT DISTRICT**

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "*Agreement*") is made and entered into as of August 17, 2011 (the "*Effective Date*"), by and between the **County of Belmont**, a county and political subdivision of the State of Ohio located in Belmont County, Ohio (the "*County*"), pursuant to Ohio Revised Code ("*ORC*") Chapter 305, and **The Belmont County Transportation Improvement District**, a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 (the "*BCTID*").

Recitals:

- A. The BCTID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair, and operate street, highway, and other transportation projects (including, but not limited to, air and rail projects) and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure.
- B. The Projects undertaken by the BCTID pursuant to ORC Chapter 5540 are essential and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of the County and the State and are essential governmental functions; and the exercise by the BCTID of the authority granted by ORC Chapter 5540 is necessary for the prosperity, health, safety, and welfare of the County and the State and their people and is consistent with and will promote industry, commerce, distribution, and research activity in the County and the State.
- C. The BCTID, consistent with its purpose and mission, is assisting and cooperating with the local project sponsors, including the City of St. Clairsville (the "*City*"), the County and Richland Township (the "*Township*") (collectively, the "*Local Project Sponsors*"), and in coordination and conjunction with the Ohio Department of Transportation and BEL-O-MAR, in the development of the specific BCTID transportation improvement Projects, including a long-term financial strategy for the transportation improvement program, within the County

and which it believes are all consistent and compatible with the transportation improvements and related economic development initiatives within the County, the City and the Township, in general.

D. The BCTID will oversee and coordinate the financing and development of the TID Projects, as defined herein at Section 1.01, including coordinating and fostering local commitment, involvement, participation, and funding of the TID Projects by the Local Project Sponsors and political subdivisions thereof.

E. The BCTID is specifically authorized by ORC § 5540.03(A)(10) to receive and accept loans and grants for or in aid of the construction, maintenance, or repair of any Project from the federal or any state or local government; and the Board is specifically authorized by ORC §§ 5540.01 (D) and 5540.02(F) to make appropriations from moneys available to the Board and not otherwise appropriated to pay costs incurred by the BCTID in the exercise of its functions under ORC Chapter 5540 and also receive reimbursement from the BCTID for expenses it incurs for TID Project Costs, and the BCTID intends to seek reimbursement of Project Costs through the available Grant Funds from the 629 Roadwork Development Grant it was allocated through the Ohio Department of Development.

F. The County desires to assist the BCTID and the other Local Project Sponsors by providing Project Cost funding to the BCTID pursuant to the terms of this Agreement to facilitate the development and implementation of the TID Projects.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Agreement, the County and the TID agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Agreement, as follows:

Article 1. Definitions; Construction

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent:

“*Agreement*” means this Intergovernmental Agreement, as the same may be amended from time to time.

“*BEL-O-MAR*” means the BEL-O-MAR Regional Council, an interstate Regional Planning and Development Council of Governments.

“*Board*” means the Board of County Commissioners.

“*Business Day*” means any day other than a Saturday, Sunday, or legal holiday.

“*BCTID*” means The Belmont County Transportation Improvement District, a transportation improvement district and a body both corporate and politic created by the Board of County Commissioners of the County pursuant to ORC § 5540.02.

“*City of St. Clairsville*” means the City of St. Clairsville, Ohio, a municipal corporation and political subdivision of the State.

“*Cost Funding*” means the County’s Cost Funding Share committed for funding the cost obligations for the TID Projects to finance the advancement, development and construction of the TID Projects as further set forth herein and set out in the Cost Funding Summary.

“*Cost Funding Summary*” means the summary of the Project Cost funding provided from the County for the TID Projects, as set forth on the Cost Funding Summary attached hereto as Exhibit A.

“*County*” means the County of Belmont, a political subdivision of the State.

“*County Cost Funding Share*” means the Board’s commitment to advance and incur amounts for Project Costs for TID Projects from available revenue sources, in the amount of not less than Eighty-Five Thousand (\$85,000.00), as set forth on the Cost Funding Summary attached hereto as Exhibit A, and which is reimbursable to the County to the extent available of Grant Funds to the BCTID for reimbursement of Project Costs.

“*Day*” means a calendar day, unless specifically designated as a Business Day.

“*Effective Date*” has the meaning given to such term in the introductory paragraph of this Agreement.

“*Grant Funds*” means 629 Roadwork Development Grant Funding allocated to the BCTID through the Ohio Department of Development or other of reimbursement funding allocations to the BCTID made available through ODOT.

“*Improvements*” has the meaning given to such term in ORC § 5709.73(A)(2).

“*Local Project Sponsors*” means the Township, the County and the City.

“*ODOT*” means the Ohio Department of Transportation, an agency of the State.

“*ORC*” means the Ohio Revised Code, as the same may be amended from time to time.

“*Party*” means, individually, either the Board or the BCTID; and “*Parties*” means, collectively, the Board and the BCTID.

“*Project*” or “*Projects*” means any street, highway, parking facility, freight rail tracks and necessarily related freight rail facilities, or other transportation projects and any project for the construction, reconstruction, improvement, alteration, or repair of any roads, highways, public places, buildings, or other infrastructure constructed or improved under this chapter, and includes all bridges, tunnels, overpasses, underpasses, interchanges, approaches, those portions of connecting streets or highways that serve interchanges and are determined by the BCTID to be necessary for the safe merging of traffic between the project and those streets or highways, service facilities, and administration, storage, and other buildings, property, and facilities, that the BCTID considers necessary for the operation of the Project, together with all property and rights that must be acquired by the BCTID for the construction, maintenance, or operation of the Projects as from time to time undertaken by the BCTID pursuant to the authority granted by ORC Chapter 5540 and duly authorized by a resolution of its Trustees.

“*Project Costs*” means costs, as defined under ORC Chapter 5540.1(D), for or relating to TID Projects.

“*State*” means the State of Ohio.

“*Term*” has the meaning given to such term in Section 4.01.

“*TID Project*” means the Project or Projects undertaken and identified by the TID, as further described and delineated for purposes of this Agreement in Exhibit B attached hereto and made part hereof.

“*Township*” means Richland Township, a body corporate and politic located in the County.

“*Transportation Demand Management*” means strategies that result in more efficient use of transportation resources, including, but not limited to, strategies that tend to be particularly effective at reducing traffic congestion, strategies for reducing vehicle energy consumption and pollution emissions, solutions to parking problems, strategies to help make a community a desirable place to live, work, and visit, strategies for achieving an equitable distribution of transportation costs and benefits, strategies that improve public health and fitness through physical activity, strategies that can help improve transportation in low-density, rural areas, strategies for improving traffic safety and public health, and strategies that help increase transportation affordability.

“*Transportation System*” means the streets, highways, airways, waterways, and related infrastructure on, by, and over which people and freight are moved from place to place by various modes of private and public vehicles, including automobiles, motorcycles, bicycles, trucks, buses, railroads and railways (including commuter rail), aircraft, ships, and barges.

“*Trustees*” means the Board of Trustees of the BCTID.

Section 1.02. Exhibits.

(a) The following Exhibits are attached to and made a part of this Agreement:

- | | |
|-----------|----------------------|
| Exhibit A | Cost Funding Summary |
| Exhibit B | TID Projects |

Exhibit A (including the amounts of the County Cost Funding Share, as set forth therein) and Exhibit B may be amended from time to time by mutual agreement, evidenced by all Parties signing appropriate new Exhibits and substituting the same for the prior versions of those Exhibits. Such changes shall be effective as of the date designated in the replacement Exhibit; and all other terms and provisions of this Agreement shall remain in full force and effect.

Section 1.03. References to Parties. Any reference in this Agreement to the Board or the BCTID or to any officers of the Board or the BCTID includes those entities or officials succeeding to their functions, duties, or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.04. Statutory References. Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; *provided, however*, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of the Board or the BCTID under this Agreement.

Section 1.05. Adverbs; Other References. Unless the context indicates otherwise, the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

Section 1.06. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

Section 1.07. Captions. The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof.

Section 1.08. Ambiguity. The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

Section 1.09. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Article 2. Scope of Agreement

Section 2.01. BCTID Transportation Improvement Program. The Parties have acknowledged and agreed that it is essential to the welfare of the people in the County that the Parties cooperate to the greatest extent practical in endeavors designed to contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of the County and to promote industry, commerce, distribution, and research activity in all of the County. The Parties therefore agree to cooperate in the development, coordination, and implementation of short-range and long-range Projects in the County as identified and established by the BCTID, in conjunction with the Local Project Sponsors, and, as appropriate, in conjunction with ODOT and BEL-O-MAR, that are consistent with the goals and policies set forth in Section 2.02. The Parties acknowledge and reaffirm their mutual belief that a collaborative process that balances viewpoints, interests, and regulatory requirements will, among other benefits, achieve the following results:

- (a) improvement in the efficiency and modal options of the Transportation System for all its users;
- (b) improvement in the movement of through traffic;
- (c) enhancement and protection of the public health and safety of travelers and of communities that transportation facilities traverse;
- (d) improvement in the economy, social fabric, and overall livability of the County; and
- (e) satisfaction of applicable federal, state and local plans, policies, and regulations.

Section 2.02. Goals and Policies of the BCTID. The goals of the BCTID envisioned by Section 2.01, and the policies and related action strategies to implement and attain those goals, include, but are not limited to, the following:

- the preparation and implementation of a long-range plan, in collaboration with the BEL-O-MAR, ODOT, and other affected political subdivisions and governmental agencies, and with positive citizen engagement, that identifies transportation-related deficiencies and problems, identifies all potential sources of funding, provides clear direction, and seeks comprehensive, efficient, and cost-effective solutions for the Transportation System in the Township, the City and throughout the County and adjoining counties;
- the inclusion, integration, coordination, and utilization of the resources of all County political subdivisions, including the Township, the City, and County offices, including the County Engineer, to the fullest extent possible;
- a Transportation System that is integrated with and supports economic development strategies developed by the County and other political subdivisions in the County, including the Township, the City, and in coordination with BEL-O-MAR and ODOT;
- a Transportation System that is integrated with and supports local land use policies;
- a Transportation System that, where reasonable and practicable, provides efficient and cost-effective alternatives to expanding capacity, such as vanpool/carpool, Transportation Demand Management, bicycling, and walking;
- a multi-modal Transportation System, including mass transit, railways, and airways, that provides access (balancing needs and access rights) for goods, services, and people and intermodal connections for both passengers and freight;
- a Transportation System that provides access and mobility for all citizens, regardless of age, race, or handicap;
- a Transportation System that promotes safety for both users and non-users, *e.g.*, by increased capacity, design improvements, ITS technology, etc.;
- a Transportation System that minimizes energy consumption and vehicle emissions, *e.g.*, by reducing single occupant vehicles through such alternatives as vanpool/carpool and mass transit and by increasing efficiency, as by reducing travel time or vehicle miles traveled, managing demand to ease congestion, etc.;
- a Transportation System that minimizes and mitigates environmental impacts;
- a Transportation System that supports and meets the needs of sustained economic growth, including development, employment, housing, and tourism;
- a Transportation System that is consistent with local, regional, state and federal policies; and
- a Transportation System that assures that improvements are consistent with and support the values of communities and neighborhood structures, that maintains, enhances, and supports livability, and that fosters aesthetics.

Section 2.03. General Agreement Regarding Funding. The Parties acknowledge and agree as follows:

- (a) The Board explicitly agrees hereunder to incur Project Cost expense in and by providing funding to the BCTID for its payment of Project Costs in connection with the TID Projects, in accordance with and in the amounts set forth in the Cost Funding Summary attached hereto as Exhibit B and made part hereof. The Board explicitly agrees to make payment of the County Cost Funding Share to the BCTID in the amount set forth on the Cost Funding Summary attached hereto as Exhibit B and made part hereof, such payment to be made no later than August 31, 2011.
- (b) The BCTID explicitly agrees to only utilize the funds provided in (a) above for Project Costs, and will allocate those funds for Project Costs further in accordance with Section 2.04 below.
- (c) In the event the BCTID does not receive payment due, pursuant to (a) above, the BCTID will immediately notify the County in writing, by both facsimile transmission and via electronic mail, that it has not made its payment and that the payment is due immediately.
- (d) The provisions of this Agreement may not be altered or amended without the express written consent of all of the parties hereto.

Section 2.04. Application of the County Cost Funding.

(a) The BCTID will apply the County Cost Funding for the sole purpose of paying Project Costs and expenses related to the TID Projects, and for securing reimbursement grant funding obtained by the TID to finance the development and construction of the TID Projects.

(b) The County Cost Funding shall be deposited and maintained by the BCTID in such accounts and accounted for as mutually agreed upon and authorized by the Parties and in accordance with all applicable laws, regulations, agreements, covenants, and accepted accounting standards.

(c) The Parties acknowledge and agree (1) that the County Cost Funding Share constitutes an explicit commitment of Cost Funding by the County; (2) that the BCTID is relying upon the Cost Funding commitment to facilitate the planning, development, coordination, implementation and construction of the TID Projects and for securing Grant Funds obtained by the BCTID, and will utilize the Cost Funding and any such Grant Funds to pay for Project Costs so as to advance the development, planning, financing, design, engineering, management, construction relating to or in connection with the TID Projects, and expenses directly related thereto, in accordance with ORC Sections 5540.02 (C) and (D) and other related provisions of Chapter 5540 and applicable law; and (3) that the BCTID, upon receipt of Grant Funds, will promptly reimburse the County in an equivalent amount towards any outstanding balance of the County Cost Funding Share, with said reimbursement payments to the County to be made within forty-five (45) days of receipt by the BCTID in the equivalent amount of Grant Funds.

Section 2.05. Additional Agreements of the TID. As long as this Agreement remains in effect, the TID may contribute the following:

(a) such additional funds as the Parties may mutually agree, at any time and from time to time, shall be necessary to the planning, coordination, implementation and construction of one or more TID Projects in the RTIP; and

(b) such services of or obtained through the TID as the Parties may mutually agree, at any time and from time to time, shall be necessary (1) for the planning, development, coordination, implementation and construction of one or more TID Projects in the RTIP and/or (2) to support the related administrative, economic development, and project management endeavors of the County, and political subdivisions located therein, including, but not limited to, the Township, Miami Township, the City and other affected political entities, and governmental agencies, and the CIC, wherever possible.

Section 2.06. Additional Agreements of the Board. As long as this Agreement remains in effect, the Board may contribute to the BCTID the following:

(a) such loans and grants as the Parties may mutually agree, at any time and from time to time, shall be necessary for or in aid of the planning, development, design, construction, maintenance, or repair of one or more TID Projects; and

(b) such other aid or contributions of money, property, labor, or other things of value as the Parties may mutually agree, at any time and from time to time; *provided, however*, that any such loans, grants, and contributions to the BCTID shall be held, used, and applied by the BCTID only for the purposes for which such loans, grants, and contributions are made.

Section 2.07. Relationship of the Board and the BCTID.

(a) Neither this Agreement nor the relationship between the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. Neither Party shall have any authority to make, and neither Party shall make, any representations, warranties, or statements on behalf of the other, and neither Party hereto shall bind, or be liable for the debts or obligations of, the other. In the performance of its services hereunder, the BCTID is and shall at all times be an independent contractor, free and clear of any dominion or control by the Board, except as specifically provided herein. The number of employees used by the BCTID in the performance of its obligations hereunder, their selection, and the hours of labor and the compensation for services performed shall be determined by the BCTID. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security, or any other taxes on the wages of such Party, its agents, its employees, and its representatives.

(b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between either the County or the Board and the BCTID or (2) preclude the County and the BCTID from entering into other agreements with respect to matters not specifically addressed in this Agreement.

Section 2.08. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, trustee, officer, agent, or employee of any Party in other than his or her official capacity; and neither the members of the Board or any member of the County, or the Trustees, or any member of the BCTID, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

Section 2.09. Liability of the BCTID and the Board. Neither Party shall have any liability to the other Party for any mistakes or errors in judgment or for any act or omission believed in good faith to be in the scope of authority conferred upon such Party by this Agreement. The fact that a Party has acted or not acted pursuant to the instructions of the other Party or has obtained the advice of legal counsel that an act or omission is within the scope of the authority conferred by this Agreement shall be conclusive evidence that such Party believed in good faith such act or omission to be within the scope of the authority conferred by this Agreement.

Section 2.10. No Third-Party Beneficiary. Only the Parties shall have any rights under this Agreement. No other persons or entities shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

Article 3. Representations and Further Agreements

Section 3.01. Representations of the BCTID. To induce the Board to enter into this Agreement, the BCTID represents to the Board as follows:

(a) it is a transportation improvement district and a body both corporate and politic duly organized and validly existing under the laws of the State;

(b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;

(c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the BCTID and the Trustees; and this Agreement, when executed and delivered by the BCTID, will constitute a legal, valid, and binding obligation of the BCTID; and

(d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the BCTID or (2) result in a default under any agreement or instrument to which the BCTID is a party or by which it is bound.

Section 3.02. Representations of the Board. To induce the BCTID to enter into this Agreement, the Board represents to the BCTID as follows:

(a) it is the duly constituted and duly elected governing body of the Township under the laws of the State;

(b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;

(c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the Board; and this Agreement, when executed and delivered by the Board, will constitute a legal, valid, and binding obligation of the Board and the County;

(d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the Board or (2) result in a default under any agreement or instrument to which either the Board or the County is a party or by which either the Board or the County is bound; and,

Section 3.03. Challenge to Agreement. In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, both Parties shall fully cooperate to vigorously defend the Agreement. If only one Party is named as a party to the action, the other Party shall seek to intervene, and the named Party shall support such intervention.

Section 3.04. Good Faith and Fair Dealing. The BCTID and the Board hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

Section 3.05. Notice of Disagreement. The BCTID and the Board acknowledge and agree that the performance of certain of the agreements contained herein is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

Section 3.06. Assignment. Neither the BCTID nor the Board may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other, which consent shall not unreasonably be withheld.

Section 3.07. Amendment; Waiver. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by the Party to be charged with such modification, alteration, amendment, discharge, or waiver. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Section 4. Term; Remedies

Section 4.01. Term. This Agreement shall become effective on the Effective Date. Unless sooner terminated pursuant to the other provisions of this Agreement, the term of this Agreement shall be for a period of five (5) years from and after August 31, 2011 (the "Term").

Section 4.02. Termination. So long as any amount of the County Cost Funding Share is outstanding and unpaid, this Agreement shall not be terminated, unless otherwise agreed upon by the Parties. If no County Cost Funding Share is outstanding, this Agreement will terminate, prior to the expiration of the Term, upon the occurrence of any of the following events:

- (a) the mutual agreement of the Parties to terminate this Agreement with respect to the funding of the TID Projects; or
- (b) the completion of the TID Projects and upon full payment of the County Cost Funding Share from the Grant Funds.

Section 4.03. Remedies. In the event of a breach of this Agreement, the Aggrieved Party may seek specific performance of this Agreement by the Breaching Party in addition to any other remedies now or hereafter existing at law or in equity; and the Breaching Party shall pay the attorney fees reasonably incurred by the Aggrieved Party in seeking remedies for the breach.

Section 4.04. Remedies Not Exclusive. No remedy conferred upon or reserved to any Party in this Agreement is intended to be exclusive of any other remedy provided or permitted in this Agreement or by applicable law, but each shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Agreement to any Party or to which any Party may be otherwise entitled may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by such Party, and any Party may pursue inconsistent remedies.

Section 4.06. Waiver of Breach. No waiver by either Party will be effective unless it is in writing and then only to the extent specifically stated and is agreed to by the Parties. No failure on the part of either Party to exercise, and no delay in exercising, any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy by either Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. Failure of either Party to demand strict performance of the provisions of this Agreement by the other Party, or any forbearance by either party in exercising any right or remedy hereunder or otherwise afforded by law, shall not constitute a waiver by such Party of any provision of this Agreement. Any condition, term, or covenant in this Agreement that is not complied with will be considered a breach.

Article 5. Miscellaneous

Section 5.01. Time Is of the Essence. Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

Section 5.02. Notices.

(a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:

- (1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or
- (2) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or
- (3) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or
- (4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission to a Party at its facsimile number as hereinafter set forth.

(b) All notices to be given to the BCTID pursuant to this Agreement shall be sent to the BCTID at the following address:

The Belmont County Transportation Improvement District
c/o Dennis Bigler
100 North Market Street, P.O. Box 537
St. Clairsville, OH 43950
Facsimile: (740) 695-4069

(c) All notices to be given to the Board pursuant to this Agreement shall be sent to the Board at the following address:

Board of County Commissioners
Attention: Jayne Long, Clerk
101 W. Main St.
St. Clairsville
Facsimile: (740) 699-2156

(d) Either Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Party written notice thereof in accordance with Section 5.02(a).

Section 5.03. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance.

Section 5.04. Entire Agreement. This Agreement (including the recitals and exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.

Section 5.05. Binding Effect. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions on assignment set forth herein, their respective administrators, successors, and assigns.

Section 5.06. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures by the Parties shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, this Intergovernmental Agreement has been duly executed and delivered for, in the name of, and on behalf of the Board and the BCTID by their duly authorized officers, all as of the Effective Date.

BCTID:
**THE BELMONT COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT**
By: Dennis Bigler /s/
Dennis Bigler, Chairman

Board:
**THE BOARD OF COUNTY
COMMISSIONERS OF
BELMONT COUNTY, OHIO**
By: Matt Coffland /s/, President
Aug. 17, 2011
By: Charles R. Probst, Jr. /s/, V.P.
Aug. 17, 2011
By: Ginny Favede /s/
August 17, 2011

APPROVED AS TO FORM:
David K. Liberati /s/ (Assistant)
PROSECUTING ATTORNEY

EXHIBIT A
COUNTY COST FUNDING SHARE

County Cost Funding Share \$85,000.00 due August 31, 2011

BCTID:
**THE BELMONT COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT**
By: Dennis Bigler /s/
Dennis Bigler, Chairman

Board:
**THE BOARD OF COUNTY
COMMISSIONERS OF
BELMONT COUNTY, OHIO**
By: Matt Coffland /s/, President
Aug. 17, 2011
By: Charles R. Probst, Jr. /s/, V.P.
Aug. 17, 2011
By: Ginny Favede /s/
August 17, 2011

Upon roll call the vote was as follows:

Mr. Coffland Yes
Mr. Probst Yes
Mrs. Favede Yes

**IN THE MATTER OF APPROVING THE EXECUTION OF THE
NECESSARY DOCUMENTS FOR PAY APPLICATION #12 (FINAL)**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and authorize the president of the President of the Board to execute the necessary documents for Pay Application # 12 (FINAL) for Ohio-West Virginia Excavating Co. for the Mt. Victory Road Waterline Project Phase I; Ohio Water Supply Revolving Loan Account Fund-Loan # FS390488-01.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Probst Yes
Mr. Coffland Yes

**IN THE MATTER OF APPROVING THE SIGNING AND
SUBMITTAL OF THE ECONOMIC DEVELOPMENT REVOLVING
LOAN FUND SEMI-ANNUAL REPORT/CIC/DOD**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the signing and submittal of the Economic Development Revolving Loan Fund Semi-Annual Report for the period of January 1, 2011 through June 30, 2011 as submitted by Sue Douglass, Executive Director, Belmont County CIC/Department of Development.

Upon roll call the vote was as follows:

Mr. Coffland Yes
Mr. Probst Yes
Mrs. Favede Yes

DISCUSSION HELD RE: FLOODING IN NEFFS - Mrs. Favede advised she had some information after she looked into the issue brought up by Mr. Zdanski regarding the Old Hanna Coal pond being filled in and whether that had an effect on the conditions in Neffs. She has been in contact with Michael Mozena, an Environmental Specialist 3 with ODNR. In a letter to her he outlined the history of this area over the past 20 years wherein various ponds were filled in and it is ODNR's position that reclamation is not the cause of the problem. He noted the Ohio Valley Mall's large tracts of paved parking lots and rooftop drainage is diverted into nearby streams. The creeks are also filled with garbage and debris. Mrs. Favede said she wants the people of Neffs to know it is not just one thing that can be undone to cease the flooding. There are some drainage issues. The Sanitary Sewer District is going to take a look at that. Both Mr. Probst and Mr. Coffland agree the creeks need cleaned out so the water can flow. Mr. Coffland said at some point the county should consider putting on a levy for creek restoration as it affects every part of Belmont County. The Department of Job & Family Services will soon be working to clean up some of the creeks through a grant they have received. Mr. Probst advised that in previous times the DJFS had programs wherein they hired displaced workers to clean the creeks, but the use of heavy equipment to remove large rocks was not allowed. He said he realizes the programs have stipulations, but questioned the absence of common sense. Mrs. Favede concluded with stating it is important for the people to know that the pond being filled in did not cause the problem.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:50 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into executive session with Lori O'Grady, Brenna Rocchio, and Vince Gianangeli, Belmont County Department of Job & Family Services, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider the employment and compensation of public employees.

Upon roll call the vote was as follows:

Mr. Coffland Yes
Mr. Probst Yes
Mrs. Favede Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:06 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn executive session.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

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

**IN THE MATTER OF AUTHORIZING THE HIRING
OF EMPLOYEES FOR THE BELMONT COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES/SENIOR SERVICES PROGRAM**

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

RESOLUTION

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

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

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services (BCDJFS) the authority to hire workers for the BCDJFS Senior Services Program. These employees will be compensated in accordance with the appropriate pay schedule for their position.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**11:00 Agenda Item-Sheriff Fred Thompson
Re: 911 Discussion**

Present for the discussion were Belmont County Sheriff Fred Thompson, Belmont County 911 Director Robyn Marshall, and Missy Patroski. Sheriff Thompson said he had met with the board a month ago to discuss issues his office and other law enforcement agencies are having with 911. He quoted a section of law that said if the population is under 750,000 and if the current sheriff at the time the 911 system was implemented didn't sign a waiver, then the sheriff of the county shall administer the 911 communications center. He said he didn't want to "reinvent the wheel, its working, just need to grease it." He feels some changes need made. He said according to the internet, Ohio ranks #5 in the state for law enforcement officers killed in action in 2011 and he would hate to tell a family that news if it could be avoided. He said 911 needs trained law enforcement dispatchers. He knows they are trained for fire and EMS. He understands that the 911 dispatchers are not allowed to tell a caller that it is a civil complaint so therefore, an officer sometimes has to travel across the county to tell them. The officer's time could be better spent answering calls for break-ins, etc. Sheriff Thompson said his concern is for the officers' safety and the safety of the citizens of the county. "We need law enforcement officers to answer law enforcement calls." Fire and EMS- do a great job on their calls. He said the department also needs to be run more efficiently. There are radio problems in areas such as inside the mall, in Bellaire at the top of Fulton Hill, where officers can't call out. Kenny Saffell, Assistant Fire Chief for Cumberland Trail Fire Department, said there are problems in any concrete or steel building. Sheriff Thompson repeated his main concern is for the officers' safety. It was asked what training does the Sheriff's Department have that 911 does not have. Robyn stated her dispatchers are trained in law enforcement. To send a deputy to a civil matter is not the 911 dispatcher's job to do, it is for the police to decide.

Regarding 911's budget, Robyn advised the wireless money can only be used for upgrades, not personnel or radio communications. Robyn stated has never heard one complaint from the Sheriff. She has called his office several times to communicate with him and he has never returned her call. She stated he has problems within his department regarding communication, not hers. She said Sgt. Moore attended a 911 board meeting, voiced some complaints, and Robyn said those complaints were addressed the very next day. Robyn said she formerly worked for the Barnesville Police Dept., and has former police officers and sheriff dispatchers working at 911. They have law enforcement backgrounds, they are not law officers.

The discussion continued concerning the house numbering currently done by Robyn. Sheriff said it has been communicated to Fire and EMS that if he takes over 911, the housing numbering system would go by the wayside. Robyn stated she does house numbering for 911 and she will not do it if he takes over. That will be another aspect the Sheriff's Department will have to take over. Robyn said she has been told his deputies were told to report to her building on September 1 for duty and her dispatchers and her administration would be gone. She further stated, "There is your lack of communication; you should be calling me." Mr. Probst addressed the Sheriff and said, "That's what we need to know, what is your plan the first day you do take it over? There are dispatchers and administrators that don't know if they are going to have a job or not." The Sheriff replied by asking if the present dispatchers can run a criminal history. Robyn said, "Yes they can." Again it was asked, what training does the sheriff's dispatchers have that 911 does not have. He said when he did have dispatchers they had 10 years on the job training and two went to OPOTA (Ohio Police Officer Training Academy). The Sheriff said only law enforcement can train at OPOTA. Robyn stated every two years her dispatchers are re-certified in law enforcement, fire and EMS dispatching. 911 dispatchers are CCH certified and have always been LEADS operators. Mr. Coffland suggested a meeting between the Sheriff and 911 Board to see that all training that is needed be addressed. Jack Regis, Jr., from the Martins Ferry Fire Dept., stated a happy medium needs reached between Fire, EMS and law enforcement. Robyn asked that this be settled today. Mr. Probst stated it is his understanding the decision lies with the Board of Commissioners if they want the Sheriff to take over or leave things intact. He said he is for coming to a resolution and having Robyn and her staff to continue their operations and that he feels the problems are nothing that can't be worked out. Mr. Probst said he was not speaking on behalf of Commissioners Favede and Coffland but the board is part of this and they want things to run smoothly. St. Clairsville Mayor Robert Vincenzo was present and stated he was a part of the original 911 Board when 911 was formed. He said he feels if this system is changed it will be the downfall of 911 and supports keeping it in the present situation. Another meeting was set up for Monday, August 22, during the Commissioners work session with the Sheriff and Robyn.

RECONVENED MONDAY, AUGUST 22, 2011, AT 11:10 A.M.

PRESENT: COMMISSIONERS GINNY FAVEDE, MATT COFFLAND AND CHARLES R. PROBST, JR.

Also present were Sheriff Fred Thompson; Robyn Marshall, Missy Patroski, Doyle Crooks, & Bryan Minder of 911, and former Belmont County Sheriff's Department employee Don Nippert.

August 17, 2011

911 DISCUSSION CONTINUED:

Discussion continued on the Sheriff's concern for the officers' safety and the training he feels is needed for the 911 dispatchers. He said, "the dispatchers do a fantastic job as far as fire and EMS but law enforcement is just as important." Commissioner Probst said he felt there could be liability for the county if 911 made the decision that a call was civil and it ended up being criminal. Mr. Nippert said there were no problems with the 911 in his 20 years at the Sheriff's Department. It was decided that the Sheriff and Robyn will go over protocols and decide on what questions need asked during specific situations. Mrs. Favede questioned if the Sheriff still intended to take over 911 or was committed to working things out. The Sheriff responded he would rather work things out than create a firestorm. Doyle said he thinks the Sheriff and Robyn need to communicate on problems and not let them build up. Mrs. Favede noted she had a copy of the letter from former Sheriff Tom McCort dated April 14, 1997, wherein he signed off that he was aware all dispatching would take place out of 911. Another update was set for September 21, 2011 at 10:30 a.m.

BREAK 11:40 a.m.

Note Commissioner Favede stepped out of meeting at 2:14 p.m.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:15 P.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 2:15 p.m.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

Read, approved and signed this 24th day of August, 2011.

_____ COUNTY COMMISSIONERS

We, Matt Coffland 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