

St. Clairsville, Ohio

February 27, 2008

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Gordie W. Longshaw, Charles R. Probst, Jr. and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board. Minutes of the meeting of February 20, 2008, were read, approved and signed.

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

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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Longshaw, 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-Belmont Co. Dept. of Job & Family Services	March Mandated Share/General Fund	29,909.67
A-BCN Telecom, Inc.	Misc. phone service/General Fund	2,668.63
A-BP	Gasoline-January/General Fund	448.64
A-CMG Architects	Jan. Architect services/Hab Center/General Fund	412.50
A-Manatron	Computer maintenance/General Fund	2,407.95
A-OH E.C.S.	Law Posters/General Fund	65.95
A-Smartbill, Ltd.,	Tax collection/General Fund	5,036.56
A-Times Leader	Advertising Fees-Auditor/General Fund	29.68
B-BCN Telecom	Jan. service/Dog and Kennel Fund	160.49
B-BP	Gasoline-January/Dog and Kennel Fund	487.87
C-PHSI	Water/Indigent Guardianship Fund	79.95
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	193.93
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	591.93
M-DOJ. Office of Justice Programs	Repayment/Title IV-E Reimb Fund	8,298.79
N-CMG Architects & Engineers	Jan. Architect services/Eastern Ct./Eastern Ct. Constr. Fund	1,581.34
N-Marshall J. Piccin	Jan. contract services-Jail/Permanent Improv.-Capital Proj. Fund	722.40
N-Southeastern Equip. Co.	Rent To Own/Engineer Rd & Bridge Improvement Fund	4,500.00
P-Belmont Co. Sanitary Sewer	Jan. service/WWS #1 Revenue Fund	4,624.92
P-Bd. Of Trustees of Public Affairs	Jan. service/WWS #1 Revenue Fund	24,308.60
P-CA House Music	Fog Machine-LEPC/Special Emergency Planning Fund	775.00
P-Eastern Ohio Regional Wastewater Authority	Sewage Disposal/SS District #2 Revenue Fund	302.00
P-Ohio Dept. of Development	March payment/Fox Commerce Park/St. Laon Repayment Fund	3,303.17
P-Vaughn, Coast and Vaughn	Paint Project/WW #1	900.00
S-AT&T	Telephone/Certificate of Title Admn Fund	60.45
S-Comcast	Internet/Clerk of Courts Computer Fund	160.00
T-Chase Bank	CDBG Funds	60,612.00
Y-Health Assurance - HMO	March premium/Employer's Share Holding Account	54,790.09
Y-Health Assurance - PPO	March premium/Employer's Share Holding Account	150,499.48
Y-Health Plan	March premium/Employer's Share Holding Account	149,897.81

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

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for February 27, 2008 as follow:

FUND	AMOUNT
A-GENERAL	\$12,382.26; \$572.18; \$25,067.53; \$2,022.86
GENERAL/AUDITOR	\$99.50
GENERAL/Chest Clinic	\$1,288.99
GENERAL/EMA	\$373.79
GENERAL/SHERIFF	\$24,982.52; \$9,834.53; \$36.87
GENERAL/911	\$895.48
B-Dog and Kennel	\$3,582.06
H-Job & Family, CSEA	\$3,096.30
H-Job & Family, Public Assistance	\$8,099.99; \$283.32; \$2,712.00
H-Job & Family, WIA	\$96,763.91
K-Engineer MVGT	\$43,693.86; \$562.97
M-Juvenile Ct., Title IV-E Reimb	\$614.28
M-Juvenile Ct., Placement Services	\$26,328.00
P-Sanitary Sewer District	\$4,472.33; \$5,974.01; \$9,572.77; \$711.85; \$3,340.10
P-Oakview Admn Bldg.	\$6,206.41
S-District Detention Home	\$1,485.79
S-Job & Family, Children Services	\$1,929.87; \$139.28
S-Oakview Juvenile Residential Center	\$9,369.62
S-Port Authority	\$60.33
S-Sheriff CCW	\$187.00
S-Sheriff Commissary	\$398.62

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0051-A001-A28.000 Other Exp Commissioners	E-0131-A006-A16.000 Other Exp Sheriff	\$3,050.00

(Money necessary to split costs of undercover vehicle)

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfer Out (DOD/CIC 2008 Allocation)	E-0051-A001-A28.000 Other Expenses	\$100,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN THE GENERAL FUND
AND THE IN HOME CARE LEVY FUND-COMMITTEE ON AGING S70**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer from the Belmont County General fund to the In Home Care Levy Fund S70.

FROM:	TO:	AMOUNT
E-0257-A015-A15.074 Transfers out	R-5005-S070-S15.574 Trans	\$3,256.07

** CORSA Insurance reimbursement for damage repairs to Belmont Senior Services pickup truck-Event Date 1/17/08-Claim No. 0160018022-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 TRANSFER BETWEEN THE
911 FUND AND THE GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer between the 911 Fund and the General Fund.

FROM	TO	AMOUNT
E-2200-E010-E05.012 Equipment	R-0040-A000-A47.574 Transfers	\$ 9,976.94

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE REAL ESTATE ASSESSMENT FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfer within fund for the Real Estate Assessment Fund.

FROM	TO	AMOUNT
E-1310-J000-J03.011 Contract Services	E-1310-J000-J06.000 Other Expenses	\$ 20,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE ENGINEER'S ROAD & BRIDGE IMPROVEMENT & REPAIR FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer within fund for the Engineer's Road & Bridge Improvement & Repair Fund.

FROM	TO	AMOUNT
E-9045-N045-N01.055 Contract Projects	E-9045-N045-N02.050 Note Payment	\$ 2,000,000.00
E-9045-N045-N01.055 Contract Projects	E-9045-N045-N03.051 Interest Payment	\$ 79,777.78
TOTAL		\$ 2,079,777.78

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND
FOR THE 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.

FROM	TO	AMOUNT
WWS#2 E-3701-P003-P31.000 OE Oper	WWS#2 E-3701-P003-P24.013 Projects	900.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-1572-S089-S06.002 Salaries	E-1572-S089-S01.000 Other Expenses	\$ 500.00

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 PORT AUTHORITY FUND

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

FROM	TO	AMOUNT
E-9799-S012-S05.000 Travel	E-9799-S012-S01.002 Salary	\$ 6,000.00
E-9799-S012-S06.000 Marketing	E-9799-S012-S02.006 Hospitalization Ins.	<u>\$ 2,800.00</u>
TOTAL		\$ 8,800.00

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

FROM	TO	AMOUNT
E-8010-S030-S51.002 Salaries	E-8010-S030-S59.000 Fuel & Utilities	8,000.00
E-8010-S030-S58.000 Communication	E-8010-S030-S59.000 Fuel & Utilities	500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR
THE 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.

FROM	TO	AMOUNT
E-8010-S030-S51.002 Salaries	E-8010-S030-S53.000 Medical	\$ 1,300.00
E-8010-S030-S51.002 Salaries	E-8010-S030-S55.010 Supplies	1,600.00
E-8010-S030-S51.002 Salaries	E-8010-S030-S56.000 Motor Vehicles	1,800.00
E-8010-S030-S51.002 Salaries	E-8010-S030-S57.000 Travel	2,600.00
E-8010-S030-S51.002 Salaries	E-8010-S030-S60.000 Maintenance & Repair	1,400.00
E-8010-S030-S51.002 Salaries	E-8010-S030-S65.000 Indirect Costs	500.00
E-8010-S030-S51.002 Salaries	E-8010-S030-S71.000 Education/Recreation	<u>3,500.00</u>
TOTAL		\$ 12,700.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS/
ENGINEER FEMA FLOOD 2004 FUND AND ENGINEER
ROAD & BRIDGE IMPROVEMENTS & REPAIR FUND

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfers between funds from the Engineer FEMA FLOOD 2004 Fund and Engineer Road & Bridge Improvements & Repair Fund.

FROM	TO	AMOUNT
E-9708-T069-T02.000 Engineer Dept. Reimb.	R-9045-N045-N05.574 Transfers In	\$ 330,161.00

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/911

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 February 27, 2008.

E-0056-A006-E01.002	Salaries-Employees	\$ 9,976.94
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Upon roll call the vote was as follows:

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

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

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 February 27, 2008.

FUND	AMOUNT
SHERIFF'S OFFICE E-0131-A006-A07.000 TRAINING (Closed PO 4081514)	\$ 190.60

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 GENERAL 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 February 27, 2008.

E-0257-A015-A15.074 Transfers Out	\$ 3,256.07
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CORSA Insurance reimbursement for damage repairs to Belmont Senior Services pickup truck-Event Date 1/17/08-Claim No. 0160018022-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 H005 WORKFORCE DEVELOPMENT FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 27, 2008.

WORKFORCE DEVELOPMENT FUND

E-2600-H005-H06.000 (Rapid Response)	\$ 42,487.09
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE ENGINEER'S MVGT 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 February 27, 2008.* Closed PO's to be re-appropriated.

K-00 M.V.G.T.

E-2812-K000-K12.000	\$ 2,873.71
E-2811-K000-K04.012	\$ 100.00
E-2812-K000-K14.000	\$ 15.99
E-2812-K000-K16.013	\$ <u>1,052.50</u>
TOTAL	\$ 4,042.20

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 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 February 27, 2008.

E-2813-K000-K30.013	Cont-Projects	\$ 48,498.80
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE TITLE IV-E REIMB (RANDOM MOMENTS) FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 27, 2008.

Fund	Title	Amount
Title IV-E Reimb (Random Moments)		
E-0400-M078-M05.000	Other Expenses	\$ 181.32
E-0400-M078-M05.000	Other Expenses	30,000.00
E-0400-M078-M01.002	Salaries	<u>36,562.02</u>
TOTAL		\$ 66,743.34

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 N041 ISSUE TWO MONIES FUND**

Motion made by Mr. Longshaw, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 27, 2008.

N041 ISSUE TWO MONIES

E-9041-N041-N10.055 Project Payments \$ 109,505.20

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE ROAD & BRIDGE IMPROVEMENTS & REPAIR 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 February 27, 2008.

E-9045-N045-N01.055 Contract Projects \$ 330,161.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE CAPITAL IMPROVEMENT CARNES CENTER GRANT FUND N046**

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 February 27, 2008.

E-9046-N046-N01.013 Capital Projects \$200,000.00

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 VARIOUS BELMONT COUNTY SANITARY SEWER DISTRICT FUNDS**

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 February 27, 2008. * Closed PO's to be re-appropriated.

ENTERPRISE FUNDS

P-03 WWS #2 Revenue	147.74
***E-3701-P003-P19.012	
P-05 WWS #3 Revenue	293.7
***E-3702-P005-P19.012	
P-51 SSD #1 Revenue	59.61
***E-3704-P051-P03.012	
P-53 SSD #2 Revenue	40.92
***E-3705-P053-P03.012	
P-55 SSD #3A Penwood	10.23
***E-3706-P055-P03.012	
P-56 SSD #3B Deep Run	<u>3.84</u>
***E-3707-P056-P02.012	
TOTAL ENTERPRISE FUNDS	556.04

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 & S031 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 February 27, 2008.

E-8010-S030-S63.000 General & Other Expenses	13,770.00
E-8010-S030-S58.000 Communications	<u>3,843.88</u>
	17,613.88
E-8011-S031-S02.000 Food	40.00
E-8011-S031-S02.000 Food (NSLA-January payment)	<u>2,105.32</u>
	2,145.32

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 S85 JUVENILE COURT COMPUTER 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 February 27, 2008.

E-1582-S085-S08.000 Computer Expenses \$ 450.00

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 ENGINEER'S FEMA FLOOD 2004 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 February 27, 2008.

E-9708-T069-T02.000 Engineer Dept. Reimb. \$ 330,161.00

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 BELMONT COUNTY PROSECUTOR'S OFFICE
VICTIM-WITNESS ASSISTANCE PROGRAM 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 February 27, 2008.

E-1511-W080-P01.002	Salary	1,100.00
E-1511-W080-P07.006	Hospitalization	1,600.00
E-1511-W080-P05.003	PERS	300.00
TOTAL		3,000.00

Upon roll call the vote was as follows:

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

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

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

AUDITOR – Don Harr, to Reynoldsburg, OH, on March 6, 2008, to attend meeting on Weights & Measures. A county car will be used. Estimated expenses: \$150.00

BCDJFS – Portia Heydle, Vincent Gianangeli, Jack Cera, Dwayne Pielech and Christine Parker to various trainings in February, March, and April 2008. Estimated expenses: \$ 1,256.35

ENGINEER – Michael Wahl, Deputy Engineer, to Mansfield, OH, on March 4, 2008, to attend FHWA's Minimum Retroreflectivity Ruling seminar.

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.

\$3,256.07 paid into R-0040-A000-Q00.500 Insurance Reimbursement-CORSA-Reimbursement for damages – Belmont Senior Services meal delivery truck. Event Date: 01/17/08, Claim No. 0160018022, Check #30472.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – None

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

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: February 13 and February 20, 2008.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING APPLICATION FOR PAYMENT
#9 FOR COLAIANNI CONSTRUCTION/BELMONT CO. JAIL ADDITION PROJECT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following Applications for Payment for the Belmont County Jail Addition Project, based upon the recommendation of Craig Van Horn, Architect, Wachtel & McAnally Architects/Planners, Inc. and Marshall Piccin, Project Engineer:

CONTRACTOR	APPLICATION NO.	AMOUNT
Colaianne Construction, Inc. (General)	#9	\$169,743.28

Upon roll call the vote was as follow:

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

**IN THE MATTER OF ENTERING INTO LEASE AGREEMENTS
BETWEEN BELMONT COUNTY COMMISSIONERS AND BELMONT COUNTY DJFS**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into lease agreements between the Board of Belmont County Commissioners (Lessor) and the Belmont County Department of Job & Family Services (Lessee) for the following premises:

Location: Martins Ferry Satellite Office, 302 Walnut Street, Martins Ferry, Ohio 43935
Term: One (1) year commencing January 1, 2008
Payment: \$3,431.17 per month for 11 months and \$3,431.13 for one month (\$41,174.00 per year)

Location: 310 Fox Shannon Place, St. Clairsville, Ohio 43950
Term: One (1) year commencing January 1, 2008
Payment: \$2,921.25 per month for 11 months and \$2,921.27 for one month
(\$35,055.02 per year)

Location: Oakview Building, 45240 National Rd., St. Clairsville, Ohio 43950
Term: One (1) year commencing January 1, 2008
Payment: \$6,412.08 per month for 11 months and \$6,412.12 for one month
(\$76,945.00 per year)

LEASE

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the Belmont County Department of Job & Family Services, Lessee, leases to the Lessee, the following premises:

Six thousand one hundred eighty nine (6,189) square feet of office space in the building known as the **Martins Ferry Satellite Office** and located at **302 Walnut Street, Martins Ferry, Ohio 43935.**

For the term of one (1) year commencing on January 1, 2008 at Forty One Thousand, one hundred seventy four dollars (\$41,174.00) per year, payable in eleven (11) monthly installments of Three Thousand four hundred thirty-one dollars and seventeen cents (\$3,431.17) and one (1) monthly installment of Three Thousand four hundred thirty-one dollars and thirteen cents (\$3,431.13) each, on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay in conjunction with capital costs, operations costs. This cost represents the Lessee's estimated share of electric, gas, water, sewage and insurance. In the event of termination of this lease, lessee agrees to pay to the date of termination, resulting in a cash settlement between the parties. Total capital costs and operation costs are calculated from the annual Cost Allocation Plan. Beginning Jan 2008 and for a lease term of one year(s) rent will be calculated and collected thorough the indirect cost plan. **** Items 11-17 CONTINUED BELOW**

LEASE

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the Belmont County Department of Job & Family Services, Lessee, leases to the Lessee, the following premises:

Fourteen thousand two hundred twenty five (14,225) square feet of office space in the building known as the **310 Fox Shannon Place** and located at **310 Fox Shannon Place, St. Clairsville, Ohio 43950.**

For the term of one (1) year commencing on January 1, 2008 at Thirty-five Thousand, fifty-five dollars and two cents (\$35,055.02) per year, payable in eleven (11) monthly installments of Two thousand, nine hundred twenty-one dollars and twenty-five cents (\$2,921.25) and one (1) monthly installment of Two Thousand nine hundred twenty-one dollars and twenty-seven cents (\$2,921.27) each, on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio. Said amount is calculated from the original amortization schedule.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay rent for capital cost purposes at the amounts designated in the forty (40) year amortization schedule (attached) on file with the Commissioners' office. Property insurance on this facility is collected in the annual cost allocation plan as part of the Shared indirect cost amount. Other operating costs such as utilities, etc., are paid directly by Lessee. ****Items 11-17 CONTINUED BELOW**

LEASE

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the Belmont County Department of Job and Family Services, Lessee, leases to the Lessee, the following premises:

Fourteen thousand one hundred forty-one (14,141) square feet of office space in the building known as **Oakview** and located at **45240 National Road, St. Clairsville, Ohio 43950.**

For the term of one (1) year commencing on January 1, 2008, at Seventy-Six thousand, nine hundred forty-five dollars (\$76,945.00), payable in eleven (11) monthly installments of Six thousand four hundred twelve dollars and eight cents (\$6,412.08) and one (1) monthly installment of Six thousand four hundred twelve dollars and twelve cents (\$6,412.12), payable on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition

of the premises and to make repairs;

- 6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
- 7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
- 8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
- 9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
- 10. Lessee agrees to pay in conjunction with capital costs, operations costs. This cost represents the Lessee's estimated share of electric, gas, water, sewage and insurance. In the event of termination of this lease, lessee agrees to pay to the date of termination, resulting in a cash settlement between the parties. Total capital costs and operation costs are calculated from the annual Cost Allocation Plan. Beginning Jan 2008 and for a lease term of one year(s) rent will be calculated and collected thorough the indirect cost plan.

****CONTINUED BELOW FOR ALL THREE (3) LEASES:**

- 11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
- 12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
- 13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
- 14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
- 15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
- 16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
- 17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 27th day of February, 2008, at St. Clairsville, Ohio.

<u>Jayne Long /s/</u>	<u>Gordie W. Longshaw /s/</u>
Witness	Commission President
Belmont County Commissioners	Lessor
<u>Vince Gianangeli /s/</u>	<u>Dwayne D. Pielech /s/</u>
Witness	Director, Department of Job and Family Services
Belmont Co. Dept. of Job & Family Services	Lessee

Approved as to form:

David K. Liberati /s/
 David K. Liberati
 Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AN INMATE TELEPHONE SERVICE AGREEMENT ON BEHALF OF BELMONT CO. SHERIFF DEPT. WITH GLOBAL TEL*LINK CORP.

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into an Inmate Telephone Service Agreement, on behalf of the Belmont County Sheriff's Department, with Global Tel* Link Corporation, 2609 Cameron Street, Mobile, Alabama 36607, for a three (3) year term for the installation, management, operation and maintenance of inmate telephones located at the Belmont County Jail, 68137 Hammond Rd., St. Clairsville; compensation will be forty-four percent (44%) of the gross revenue billed or prepaid for all phones covered by this Agreement.

INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel*Link Corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and the Belmont County Commissioners, having its principal place of business at Belmont County Courthouse, Clairsville, OH 43950 ("Premise Provider").

1. Term. This Agreement shall be in effect for three (3) years, commencing from the date of completion of installation of the new Equipment. Unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement can be renewed if both parties agree for two (2) additional one (1) year terms.

2. Equipment. This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: 68137 Hammond Road, St. Clairsville, OH 43950 (Facility).

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

3. Services. At no cost to the Premise Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud. The Company will provide a Service Technician within a maximum of 12 hours

for any reported equipment failure or outage. The Company's designated Technician will provide notice of his visit no later than two hours prior to his arrival at the site.

4. Compensation. Remuneration shall be forty-four percent (44%) of the gross revenue billed or prepaid for all phones covered by this Agreement. Seventy-five (75%) of the prior year's earned commission is to be paid upfront within thirty (30) days of the affixation of the second signature on the Agreement. Gross Revenue shall mean all revenue generated by every completed call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) billing recovery fees; and (iv) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Payments shall be paid monthly and mailed directly to the Premise Provider. All commission payments shall be considered final and

binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider.

5. Rates. The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 18 below.

6. Records & Confidentiality. The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request. During and after the term of this Agreement, including any renewal period(s), the Company shall recognize and protect the confidentiality of all information regarding the inmate telephone station location provided by Premise Provider, including revenue and remuneration paid to the Premise Provider, and shall not disclose such information to any party other than the Premise Provider and the Company, except through the express, written consent of the Premise Provider.

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The following information will be provided for each location by telephone number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage revenue

7. Further Assurances. During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

(a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.

(b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

(c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.

(d) Premise Provider represents and warrants that he/she has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide inmate and/or payphone service at the Facility provided, however, that the Company may choose not to exercise this exclusive right.

(e) During the term of this agreement, Premise Provider agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.

8. Title. Title to Equipment hereunder shall be and at all times remain in the Company.

9. Relocation. Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

10. Notices. Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

To Company: To Premise Provider:

Global Tel*Link Corporation Belmont County Commissioners
12021 Sunset Hills Road Belmont County Courthouse
Suite 100

Reston, Virginia 20190 St. Clairsville, OH 43950

Phone: (703) 955-3915 Phone: (740) 699-2155

Fax: (703) 435-0980 Fax: (740)

ATTN: Dorothy E. Cukier, Esq. ATTN: County Commissioners

11. Governing Law. The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of Ohio

12. Indemnification & Consequential Damages. Each party shall indemnify the other from any loss, cost, damage, expense, or liability arising out of the performance of this Agreement and caused, in whole or in part, by the acts or omissions, negligence or fault, of the indemnifying party, except to the extent such loss, cost, damage, expense, or liability arises from the acts of omissions, negligence or fault of the other party; provided, however, that the Company shall not be liable for interruption of telephone service from any cause.

Neither party hereunder shall be liable to the other for any consequential or indirect loss, including but not limited to loss of profits, telephone or business interruption, howsoever caused and even if due to the negligence, breach of contract or other fault of the respective parties. Contractor's liability under this Contract shall in no event exceed the total Contract value or \$500,000, whichever is lesser.

13. Risk of Loss. The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

14. Default. In the event any party shall be in breach or default of any terms, conditions, or covenants of this agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this agreement without charge of liability.

15. Assignment. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

16. Independent Contractor. The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

17. Solicitation. The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

18. Force Majeure. Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

19. Dispute Resolution. Premise Provider and Company agree that any disputes or claims arising under this Agreement shall be resolved through alternative dispute resolution means in the following manner:

(a) Initially, the parties shall engage in non-binding mediation. Mediation shall be held in Belmont County, Ohio USA or such other site as is mutually agreed to by the parties. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution.

(b) In the event the dispute or claim is not satisfactorily resolved through mediation within ninety (90) days of notice of such claim or dispute by a party, the parties agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in Belmont County, Ohio USA or such other site as is mutually agreed to by the parties. If Premise Provider is a foreign (non-US) corporation and delivery of the goods under this agreement is to a foreign (non-US) destination, then the commercial arbitration rules of the International Chamber of Commerce shall apply. In all other instances the commercial arbitration rule

of the American Arbitration Association shall apply. Any judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision or award is to be enforced. The parties

specifically and knowingly waive any rights under State or Federal constitutions or statutes which grant a party the right to trial by jury for any claims that might arise under this agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision or award.
(c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.

20. Entire Agreement. This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

21. Amendment. No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this 27th day of February, 2008.

Company Premise Provider

Global Tel*Link Corporation

Signature _____

Name: Jeffrey B. Haidinger

Title: President, Services

Belmont County Commissioners

Signature _____

Name: Mark A. Thomas /s/

Title: County Commissioner

Name: Charles R. Probst, Jr. /s/

Title: County Commissioner

Name: Gordie W. Longshaw /s/

Title: County Commissioner

Approved as to form:

David K. Liberati /s/

Belmont County Prosecutor

2-14-08

Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE RENEWAL OF THE IV-D SERVICE CONTRACT WITH THE COMMON PLEAS COURT MAGISTRATE ON BEHALF OF BCDJFS CHILD SUPPORT ENFORCEMENT AGENCY

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve and sign the renewal IV-D Service Contract with the Belmont County Common Pleas Court Magistrate on behalf of the Belmont County Department of Job and Family Services Child Support Enforcement Agency, in the amount of \$64,081.50 for filing and maintaining court judgment entries and records for CSEA, effective January 22, 2008 through January 21, 2009:

66% Federal Share	\$42,293.79
34% Local Share	<u>\$21,787.71</u>
Total	\$64,081.50

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AMENDMENT TO VENDOR AGREEMENT WITH BARNESVILLE TAXI ON BEHALF OF BCDJFS

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve and sign the Amendment to the Vendor Agreement with Barnesville Taxi, on behalf of Belmont County Department of Job & Family Services, to increase the maximum amount of the agreement from \$15,000.00 to \$24,000.00 due to the increase in fuel costs and usage.

AMENDMENT TO VENDOR AGREEMENT WITH BARNESVILLE TAXI

The parties agree to increase the maximum amount of the agreement from \$15,000.00 to \$24,000.00 due to increases in the cost of fuel and usage. All other terms of the agreement remain unchanged. This amendment takes effect upon signature of all parties

<u>Dwayne Pielech /s/</u>	<u>2-20-08</u>
Dwayne Pielech, Director	Date
<u>Aaron K. Wildman /s/</u>	<u>2/14/08</u>
Authorized Vendor	Date
<u>Mark A. Thomas /s/</u>	<u>2/27/08</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>2/27/08</u>
Belmont County Commissioner	Date
<u>Gordie W. Longshaw /s/</u>	<u>2/27/08</u>
Belmont County Commissioner	Date
<u>Chris Berhalter /s/</u>	<u>2/20/08</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING CONTRACT WITH LAMAR ADVERTISING ON BEHALF OF FAIR HOUSING BOARD

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve and sign the contract with Lamar Advertising of Wheeling in the amount of \$2,190.00, on behalf of the Belmont County Fair Housing Board, for (3) three billboards for "Fair Housing Month."

Note: This will be paid through CDBG grant funds available for Fair Housing expenditures.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING AND SUBMITTING
SUBGRANT AWARD AGREEMENT FOR OIBRS-EQUIPMENT
GRANT MONEY/BELMONT CO. SHERIFF'S OFFICE**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the signing and submittal of the following Subgrant Award Agreement from the Ohio Department of Public Safety for the Belmont County Sheriff's Office, the Implementing Agency:

- Title: OIBRS-Equipment Grant. (Ohio Incident Based Reporting System)
Subgrant No.: 2007-JG-LLE-5209
Award Periods: 2/1/2008 to 8/31/2008
Award Amounts: JAG (Justice Assistance Grant) Funds: \$12,000.00
Cash Match: \$ 1,334.00
Project Total: \$13,334.00

Note: Matching funds will come from the Sheriff's False Alarm Fund. Grant monies will be used to purchase new office computers, laptops for cruisers and network printers.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING SHERIFF TO TRADE-IN
A 1999 DODGE DURANGO AND PURCHASE A 1999 CHEVY SUBURBAN**

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the request and authorize the Belmont County Sheriff to trade-in a 1999 Dodge Durango, VIN #5848 and purchase a 1999 Chevy Suburban, VIN #1271, from Marhefka Chevrolet-Buick, Inc., 51470 National Road East., St. Clairsville in the amount of \$6,100.00; half of the balance to be paid from the Sheriff's Furtherance of Justice account and half to be paid from the General Fund.

Note: The Durango has high mileage and has been in constant need of costly repairs.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:55 P.M.**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adjourn the meeting at 2:55 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 5th day of March, 2008.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK