

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas and Gordie W. Longshaw, Commissioners and Darlene Pempek, Clerk of the Board. Absent: Charles R. Probst, Jr. Minutes of the meeting of August 24, 2005, were read, approved and signed.

EVENING MEETING HELD AT COURTHOUSE

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

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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, seconded by Mr. Longshaw, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
A-Data Based Intell Inc.	dBase 2.6 upgrade/GIS Projects-General	379.00
BP Oil Company	Misc. gasoline expenses-General	1,427.14
US Post Office	Postage	24,000.00
Treasurer, State of Ohio	Services rendered/Auditor-General	17,674.88
Belmont Co. Agriculture Society	2006 allocation-General	\$15,000.00
McGhee & Company	Supplies-General	500.35
Kacsmar & Co.	September rent/Title Office-General	2,505.00
Zel Properties	September rent/100 W. Main-General	4,000.00
Elan Financial Services	Misc. travel expenses-General	35.90
OSU Extension Southeast Region	Registration fee/M. Thomas-General	49.00
Draft-Co Inc.	Supplies color inkjet/MVGT (Highways)-General	169.04
Draft-Co. Inc.	Training/GIS Projects-General	1,200.00
K-Lash Excavating & Paving Co.	furnishing & applying liquid bituminous-Engineer's MVGT	45,915.50
Wells Fargo Payment Ctr	Visa payment-Engineer's MVGT	180.92
Staples Credit Plan	Supplies-Engineer's MVGT	308.98
Staples Credit Plan	Supplies-Engineer's MVGT	129.87
N-Times Leader	Contract projects-SSD #2 Force Main/Sanitary Sewer	522.21
S-West Group Payment Center	July Westlaw-Western Court Computer	372.28
Citgo Petroleum Corp.	Gasoline/Adult Probation-Common Plea Grant	57.83
Belmont Senior Services	Aug 2005/3 rd billing-In Home Care Levy	39,487.31
Belmont Senior Services	July 2005/8 th billing-In Home Care Levy	6,407.08
Belmont Senior Services	Aug 2005/4 th billing-In Home Care Levy	4,993.45
Crystal Springs	Water/Clerk of Courts-Cert of Admin	49.90
OAMCC	Fall conference-Northern Court General Special Projects	150.00
Y-Health Assurance HMO	September premium-Insurance	63,094.05
Health Plan	September premium-Insurance	142,894.55
Health Assurance PPO	September premium-Insurance	169,552.03
Crystal Springs	Water & Cooler-Western Court General Special Projects	52.89
Diane Day	Court Reporter fee/8/23/05-Western Court Gen Special Proj	75.00

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the Recapitulation of Vouchers dated for August 31, 2005 as follow:

FUND	AMOUNT
GENERAL	\$4,393.59
GENERAL/EMA	\$454.17
GENERAL/SHERIFF'S	\$7,108.98
DOG KENNEL	\$1,226.35
H-BCDJFS/WIA	\$212,159.81
BCDJFS/PA	\$50,778.77
BCDJFS/CSEA	\$4,707.04
LITTER CONTROL	\$821.84, \$1,482.85
COUNTY HOME/PARK HEALTH	\$14,268.81
ENGINEER'S MVGT	\$7,546.35, \$653.11
P-EMA/DOJ 04	\$9,150.00
S-WESTERN DIVISION COURT	\$1,900.00
BCDJFS/CHILDREN SERVICES	\$211,874.05
SHERIFF COMMISSARY	\$374.20
CLERK OF COURTS COMPUTER	\$6,672.57
SANITARY SEWER Y90	\$23,957.54, \$75,845.95, \$15,199.70
SANITARY SEWER WSGDF	\$532.18

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING
TRANSFERS OF FUNDS FOR THE VARIOUS COUNTY DEPARTMENTS

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the transfer of funds for the various county departments as follows:

ENGINEER'S MVGT FUND K000

FROM	TO	AMOUNT
K000-K10 Other Expense	K000-K15 Contract Services	\$ 1,500.00

BHJD DETENTION HOME S33

FROM	TO	AMOUNT
S033-S33 Salaries	S033-S47 Hospitalization	\$ 10,258.64
S033-S34 Supplies	S033-S47 Hospitalization	5,000.00
S033-S40 Medical	S033-S47 Hospitalization	<u>1,000.00</u>
TOTAL		\$ 16,258.64

OHIO VALLEY RECYCLING FUND S39

FROM	TO	AMOUNT
S039-V012 Medicare	S039-V02 Salaries	\$308.11

Upon roll call the vote was as follows:

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

IN THE MATTER OF MONTHLY TRANSFER OF FUNDS FOR BELMONT COUNTY SANITARY SEWER

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfer of funds for the Month of August 2005 for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	1,104.49
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	10,639.20
P003-P20 LABOR	Y090-Y04 LABOR	0.00
P003-P21 MATERIALS	Y090-Y05 MATERIALS	6,459.96
P003-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	2.59
P003-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	323.49
P003-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P003-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	48,473.77
P003-P27 ADV & PRINTING	Y090-Y04 ADV & PRINTING	0.00
P003-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	80.03
P003-P29 PERS	Y090-Y12 PERS	1,668.56
P003-P30 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P003-P31 OTHER EXPENSES	Y090-Y14 OTHER EXPENSES	5,073.17
P003-P32 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	1,013.73
P003-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		74,838.99
P005-P18 SUPPLIES	Y090-Y02 SUPPLIES	2,140.31
P005-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	24,719.31
P005-P21 MATERIALS	Y090-Y05 MATERIALS	23,766.47
P005-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	924.41
P005-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	40,277.13
P005-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P005-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	1,099.98
P005-P27 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P005-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	158.02
P005-P29 PERS	Y090-Y12 PERS	6,443.08
P005-P30 WORKERS' COMP	Y090-Y13 WORKERS'COMP	0.00
P005-P31 OTHER EXP.	Y090-Y14 OTHER EXP.	14,862.47
P005-P34 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	456.00
P005-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		114,847.18
P051-P02 SUPPLIES	Y090-Y02 SUPPLIES	455.14
P051-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P051-P05 MATERIALS	Y090-Y05 MATERIALS	721.57
P051-P06 CONTRACT REP.	Y090-Y06 CONTRACT REP.	0.00
P051-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	180.31
P051-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P051-P09 SEWAGE DIS.	Y090-Y08 SEWAGE DIS.	6,597.53
P051-P11 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P051-P12 TRAVEL & EXP	Y090-Y11 TRAVEL & EXP	33.21
P051-P13 PERS	Y090-Y12 PERS	565.95
P051-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P051-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	3,528.45
P051-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	0.00
P051-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		12,082.16
P053-P02 SUPPLIES	Y090-Y02 SUPPLIES	257.05
P053-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P053-P05 MATERIALS	Y090-Y05 MATERIALS	1,366.56
P053-P06 CONTRACT REP.	Y090-Y06 CONTRACT REPAIRS	0.00
P053-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	1,875.59
P053-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P053-P09 SEWAGE DIS.	Y090-Y09 SEWAGE DIS.	20,779.64
P053-P11 ADVER.&PRINTING	Y090-Y10 ADVER.&PRINTING	0.00
P053-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP	19.34
P053-P13 PERS	Y090-Y12 PERS	1,941.69
P053-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P053-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	2,586.60
P053-P16 TRANSFERS OUT	7090-717 TRANSFERS OUT	0.00
P053-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		28,826.47
P055-P02 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P055-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	75.75
P055-P05 MATERIALS	Y090-Y05 MATERIALS	141.28
P055-P06 CONTRACT REPAIRS	Y090-Y06 CONTRACT REPAIRS	0.00
P055-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	849.99

P055-P11 ADVER & PRINTING	Y090-Y07 ADVER & PRINTING	0.00
P055-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	5.66
P055-P13 PERS	Y090-Y12 PERS	297.97
P055-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P055-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	540.12
P055-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		1,910.77
P056-P02 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P056-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	0.00
P056-P09 SEWAGE DISP.	Y190-Y08 SEWAGE DISP.	0.00
P056-P13 PERS	Y090-Y12 PERS	35.35
P056-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P056-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	204.08
P056-P16 TRANSFERS OUT	Y090-Y14 TRANSFERS OUT	0.00
P056-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		239.43

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 24, 2005.

GENERAL FUND

A101-A03 Postage	\$24,000.00
A014-A05 Bond Payments	550.00
A015-A14 Attorney Fees	10,000.00
A404-B17 Gasoline	4,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 24, 2005.

GENERAL FUND

A001-A02 Salaries/Commissioners	\$7,214.50
A002-B25 Salaries/Magistrate	5,489.58
A006-F01 Salaries/EMA	5,106.30
A306-A14 Sheriff Unemployment	2,468.00
A001-A10 Professional Services	4,000.00
A101-A09 Indigent Burial	250.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 24, 2005.

M-73 DRUG COURT FUND

M073-M01 Other Costs	\$ 6,951.93
Total	\$ 6,951.93

M-77 SUPREME COURT OF OHIO DRUG COURT FUND

M077-M01 Salaries	\$ 2,019.72
M077-M02 Fringes	1,000.00
M077-M08 Advances Out	2,588.26
Total	\$ 5,607.98

Upon roll call the vote was as follows:

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

IN THE MATTER OF REQUESTING CERTIFICATION OF MONIES

Motion made by Mr. Thomas, seconded by Mr. Longshaw to request certification of monies by the Budget Commission as follows: **GENERAL FUND-\$4,993.54**-paid into General Fund on August 31, 2005-CSEA IV-D Contract/Belmont County Common Pleas Court Magistrate.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to execute payment of Then and Now Certification dated August 24, 2005 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the minutes of the Belmont County Board of Commissioners regular meeting of August 24, 2005.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING
COMMISSIONER PROBST AS REPRESENTATIVE
ON BELMONT COUNTY ISSUE II SUBCOMMITTEE
FOR ROUND 20 PROJECTS**

RESOLUTION

Resolution authorizing Commissioner Charles R. Probst, Jr. to represent the Belmont County Board of Commissioners on the County Sub-Committee for Issue II, Round 20 Projects.

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adopt the foregoing Resolution.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION AUTHORIZING
COMMISSIONER PROBST TO SIGN AND SUBMIT DOCUMENTS
RE: FINANCIAL ASSISTANCE AND CONTRACTS FOR OPWC PROJECT-
BEL CR 56 AND UNION TOWNSHIP RD 385 BRIDGE PROJECT/ENGINEER'S**

RESOLUTION

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

BEL CR 56 AND UNION TOWNSHIP ROAD 385 BRIDGE PROJECT

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adopt the foregoing resolution.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION AUTHORIZING
COMMISSIONER PROBST TO SIGN AND SUBMIT DOCUMENTS
RE: FINANCIAL ASSISTANCE AND CONTRACTS FOR OPWC PROJECT-
RESURFACING LOCAL ROADS PROJECT NO. 20/ENGINEER'S**

RESOLUTION

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

Resurfacing Local Roads Project Number 20

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adopt the foregoing resolution.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID
FOR PROJECT 18-4 RESURFACING
WHEELING & YORK TOWNSHIPS/ENGINEER'S**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to award the bid for Engineer's Project 18-4 Resurfacing, Wheeling & York Townships, to the low bidder, Shelly & Sands, Inc. in the amount of \$64,845.00, based upon the recommendation of Fred Bennett, County Engineer.

Note: Resurfacing 0.36 mi. of Wheeling Twp. Rd. 431 (Kagg Hill) & 1.07 mi. of York Twp. Rd. 132 (Little Captina Creek Rd.) for a total of 1.43 miles. The O.P.W.C. and the two townships will fund this project.

Upon roll call the vote was as follows:

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

IN THE MATTER OF
BERLETCH ACRES
WHEELING TOWNSHIP SEC 26, T-8, R-4

[Belmont Co. Commissioners
[Courthouse
[St. Clairsville, Ohio 43950
[Date August 31, 2005

Motion made by Mr. Thomas, seconded by Mr. Longshaw to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to Berletch Acres, Wheeling Township Sec 26, T8, R4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05

To: Michael L. Butler, Clerk, Wheeling Township Trustees, 71179 Main St., Fairpoint, OH 43927

You are hereby notified that the 14th day of September, 2005, at 1:15 o'clock P. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Darlene Pempek /s/
Clerk of the Board

cc: Wheeling Township Trustees
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING
TRANSFER OF EMPLOYMENT FOR
BRADLEY JOHNSTON-FLOOD GRANT COORDINATOR
FROM BELMONT COUNTY EMA TO BELMONT COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the transfer of Mr. Bradley Johnston's employment as a temporary/intermittent employee of the Belmont County Emergency Management Agency to the Belmont County Department of Job and Family Services, effective September 4, 2005. All other conditions of employment related to that of his current temporary/intermittent status will remain the same.

Note: Under the second flood grant, Mr. Johnston will continue as one of two Flood Grant Coordinators and BCDJFS is requesting this transfer for two reasons.

1. His work time reporting and wage reimbursement through the flood grant will be simplified
2. As an intermittent employee of BCDJFS, his contribution toward PERS will be picked up by the agency. This will make his employment status more equitable with that of the other Flood Grant employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING
RESOLUTION DESIGNATING SEPTEMBER 2005 AS
WORKFORCE DEVELOPMENT MONTH/BCDJFS

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

RESOLUTION
DESIGNATING SEPTEMBER 2005 AS
WORKFORCE DEVELOPMENT MONTH

Whereas, a qualified and well-trained workforce is critical to Ohio's sustained growth, competitiveness and prosperity; and
Whereas, Belmont County Connections is successfully connecting workers and employers to meet the demands of a changing workers and employers to meet the demands of a changing world economy; and;

Whereas, Belmont County Connections helps employers meet their workforce needs and provides people with the ability to plan their careers and find employment to which they are best suited; and

Whereas, through partnerships that comprise Connections, Belmont County is helping with economic competitiveness and serving employers and job seekers; and

Whereas, Connections will showcase the local resources available to connect job seekers, employers, and community partners at an Open House on September 29, 2005;

Now, therefore, be it resolved, that the Belmont County Commissioners do hereby designate September 2005 as Workforce Development Month in Belmont County.

Adopted August 31, 2005

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO SERVICE AGREEMENT
WITH SMARTBILL LTD. ON BEHALF OF
BELMONT COUNTY TREASURER

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into one-year Service Agreement with SmartBill Ltd. on behalf of the Belmont County Treasurer's Office for the preparation of tax bills for Belmont County.

Note: This is a one-year agreement with the possibility of three (3) one-year extensions upon mutual consent. Average cost per parcel with SmartBill is \$.1952 and the average cost per envelope is \$.3153 in comparison to Belmont County's current average cost of at least \$.377-.379 per envelope.

Any parcels electronically delivered to tax service companies or financial institutions would be a direct elimination of postage.

SERVICE AGREEMENT

This Agreement is entered into as of this 10 day of August, 2005 by and between SmartBill Ltd., an Ohio Company, (hereinafter known as "Vendor") and the Belmont County Commissioners on behalf of the Belmont County Treasurer (hereinafter known as "Customer").

Recitals

- A. Vendor is in the business of providing Output Services to its customers.
- B. Customer wishes to obtain from Vendor and Vendor wishes to provide to Customer, certain Output Services upon the terms and conditions below.

NOW, THEREFORE, the parties agree as follows.

AGREEMENT

1. **Output Services.** Customer agrees to purchase from Vendor, and Vendor agrees to sell and provide to Customer, the following services and related consumable supplies (collectively, the "Output Services"):
 - a. Vendor will secure for Customer's benefit, as requested by the Customer from time to time, offset printing services for new forms and envelopes (such services hereinafter referred to as "Forms Services");
 - b. Vendor will: (1) format and prepare laser printed, one-sided invoices from all account debtor billing information ("Data") received electronically from Customer; (2) presort the Data based upon account debtor postal codes; (3) fold and insert invoices into separate preprinted envelopes (which envelopes will be provided by Customer if not otherwise obtained through Vendor as part of the Forms Services; (4) insert into preprinted envelopes additional pre-folded pages of information (not to exceed 4 pages per package envelope) as requested from Customer; (5) presort envelopes for bar-coded postage rates; (6) mail invoices to account debtors on Customer's behalf; (7) track each invoice and related documents through the production process; and (8) provide storage space for Customer's inventory of envelopes and related supplies (all of the foregoing services sometimes hereinafter referred to as "Processing Services"). (9) Vendor guarantees to have all files processed and to the post office within two business days of receipt of said file. File(s) must be received at SmartBill by 8:00 am to be counted as day one.
2. **Service Fees.** Customer shall pay to Vendor the following fees, which shall be payable within fifteen (15) days of Vendor's invoice to Customer:
 - a. **The fee for Forms Services shall be \$.06 per unit of work. Unit of work shall be one (1) 24# paper with up to one (1) color front, one (1) color on back, one (1) #9 Custom return envelope, one (1) #10 carrier single window envelope. Oversized 9 x 13 white envelopes shall be sold at cost. Additional forms requests or changes will be quoted at time of Customer's request for such services. One year worth of forms shall be acquired on behalf of customer and will be billed when approved and ordered.**
 - b. The fee for all Processing Services, exclusive of postage costs, shall be at a rate of \$.095 per single, one-sided page produced or data record.
 - c. Customer shall be responsible for all postage costs incurred concerning the Processing Services. Customer shall provide checks payable to Postmaster sent to Vendor. Customer shall be responsible for all metered mail expenses. Checks shall be made out to Purchase Power to reimburse meter postage.
 - d. One-time set up fee of \$1000.00 due after Agreement signing Customer shall reimburse Vendor all postage costs incurred concerning the Processing Services. Customer will hold on Vendors account two (2) months postage calculated by multiplying two (2) months volume by the average per piece postal rate.
 - e. Customer shall pay all applicable taxes set fourth by the federal, state, and local governments.
 - f. SmartBill Ltd. reserves the right to increase the forms services (offset printing services for new forms and envelopes) fees billed to Customer by the same incremental rate amount as passed on by vendors of SmartBill Ltd. with thirty (30) days written notice.
 - g. SmartBill Ltd. reserves the right; at anytime after the first year anniversary of this agreement, to change the prices charged with thirty (30) days written notice. Price changes may not exceed 10% of current charges and may be executed once per year.
 - h. .
3. **Term.** This Agreement shall remain in effect for a period of one (1) year with the possibility of three (3) one-year extensions upon mutual consent of the parties from the date hereof unless otherwise terminated by either party. Either party may terminate this agreement with cause (Failure to perform any of the duties stated above or below by either party) by giving sixty – (60) days advance written notice to the other party of its intent to terminate. If Customer initiates contract termination, Customer agrees to pay Vendor for all unused forms in inventory and/or on order at time of notice. Customer has the option of renewing contract to any term after the first year with notification in writing to vendor.
4. **Vendor Confidentiality.** Vendor acknowledges that certain information made available to it by Customer, including, without limitation, client information and billings, financial statements, tax records, membership lists and service information, is confidential and proprietary to Customer (the "Confidential Information"). Vendor shall keep the Confidential secret and shall not disclose, reveal or provide the same to any person except as required by law, except those persons employed by Vendor or on its behalf who are involved in providing the Output Services, and shall cause those persons to observe the terms of this agreement, and shall not use the Confidential Information for any purpose, directly or indirectly, other than in connection with the Output Services. "Confidential Information" shall not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by Vendor or it affiliates, officers, directors, employees, or representatives, (b) was available to Vendor on a non-confidential basis prior to disclosure by Customer, or (c) becomes available to Vendor on a non-confidential basis from a person other than Customer who is not otherwise bound by a confidentiality agreement with Customer. The covenants created under this Section 4 shall survive the termination or cancellation of this Agreement.
5. **Customer Confidentiality.** Customer acknowledges that certain information made available to it by Vendor, including, without limitation, Vendor's special business techniques, production systems, vendor relationships, marketing plans, sales, product and vendor pricing information, list of customers, prospective customers, contracts and other information regarding the Products and Services is confidential and proprietary to Vendor (the "Confidential Information"). Customer shall keep the Confidential Information secret and shall not disclose, reveal or provide the same to any person except as required by law. "Confidential Information" shall not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by Vendor or it affiliates, officers, directors, employees, or representatives, (b) was available to Vendor on a non-confidential basis prior to disclosure by Customer, or (c) becomes available to Vendor on a non-confidential basis from a person other than Customer who is not otherwise bound by a confidentiality agreement with Customer. The covenants created under this Section 4 shall survive the termination or cancellation of this Agreement.
6. **Limitation on Liability** In no event shall Vendor be liable or responsible to Customer for incidental, special, or consequential damages (including without limitation lost profits) arising out of, resulting from, or in any way related to Vendor's performance or breach of this Agreement in excess of the value of the proposed Processing Service portion of this contract.
7. **Representations and Warranties.**
 - a.) **Customer:** Customer represents and warrants that: (1) it has full authority to enter into and perform, all of the terms of this Agreement; and (2) the execution, delivery and performance of this Agreement, and compliance with its terms, will not conflict with or otherwise be inconsistent with, or result in the breach of or default under, any agreement to which Customer is a party.
 - b.) **Vendor:** Vendor represents and warrants that: (1) it has full authority to enter into and perform all of the terms of this Agreement; and (2) the execution, delivery and performance of this Agreement, and compliance with its terms, will not conflict with or otherwise be inconsistent with, or result in the breach of or default under, any agreement to which Vendor is a party.
8. **Independent Contractors:** In performing their obligations under this Agreement, the parties are acting as independent contractors. Nothing in this Agreement shall create or be construed to create a partnership, joint venture or agency relationship between the parties and no party shall have authority to bind the other in any respect.
9. **Mediation of Disputes:** In the event of a dispute between the parties arising out of or related to this Agreement, the parties agree to abide by the dispute resolution procedure outlined in the Ohio Revised Code Section 2701.10. It is understood and agreed to by the parties that the defaulting or non-prevailing party agrees to pay the other party's reasonable attorney's fees and expenses so incurred by such party to enforce the terms of this Agreement.
10. **Compliance with laws.** Both Vendor and Customer agree to comply with all applicable federal and state law prohibiting discrimination against persons on account of race, sex, color, age, religion, and national origin, or disability. Vendor certifies that all Services provided pursuant to this Agreement shall be performed in accordance with all state, federal, and local laws applicable to such services, in conformity with the highest professional standards.
11. **Binding Effect: Assignment.** This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto; provided, that no party may assign or in any way voluntarily transfer this Agreement, or any right, remedy, obligation or liability hereunder without the prior written consent of the other party.
12. **Entire Agreement: Modification.** This Agreement set forth the entire understanding and agreement between the parties respecting its subject matter and supersedes all prior agreements, oral and written. This Agreement may be amended or modified only by a writing signed by the parties.
13. **No Third Party Rights.** The parties do not intend to create rights in or to grant remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established hereunder.
14. **Notice.** All notices provided for in this Agreement shall be in writing, shall be given either manually or by written telecommunication, mail, or by reputable overnight courier, and shall be deemed sufficiently given when received by the party to be notified at its address set forth below, if mailed by registered mail, postage prepaid, five (5) days after deposit in the mail, in each case addresses to such party at such address. Either party may, by notice to the other, change its address for receiving such notices.

If to Vendor, to:
SmartBill, Ltd.
Attn: Robin W. Hess
President
895 Buckeye Ave
Newark, Ohio 43055
If to Customer, to:
Belmont County Commissioners
Court House – Main Street
St. Clairsville, Ohio 43950

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written

Belmont County Commissioners

SmartBill Ltd.

By: Gordie W. Longshaw /s/
Gordie W. Longshaw

By: _____
President

By: Mark A. Thomas /s/
Mark A Thomas

Date: _____

By: _____
Charles R. Probst, Jr.

Date: 8/31/05

Upon roll call the vote was as follows:

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

UNER DISCUSSION- A brief discussion was held with Commissioner Thomas providing a further explanation of the agreement and the savings the county will realize.

**IN THE MATTER OF ANNEXING TERRITORY
OF 1.897 ACRES MORE OR LESS TO THE
VILLAGE OF BARNESVILLE, OHIO
PETITIONER ROGER DEAL
COMMISSIONERS CONSENT GRANTED**

Present for the annexation hearing were Marlin Harper, Solicitor for Village of Barnesville; Roger Deal, Warren Township Trustee; Ruth Graham, Belmont County Engineer’s Department; Eric Ayres, Times Leader.

RESOLUTION

Pursuant to Ohio Revised Code 709.022, Roger Deal, Appointed Agent for Petitioners, filed petition praying for the Annexation of certain territory containing 1.897 acres in Warren Township to the Village of Barnesville. Said petition was filed with the Clerk of the Belmont County Board of Commissioners on August 26, 2005. The Board of County Commissioners, Belmont County, Ohio finds upon a preponderance of the required documentation and pursuant to Section 709.022 of the Ohio Revised Code, that:

1. The Petition meets all the requirements as set forth in and was filed in the manner provided for, in O. R.C. 709.022 Expedited Type 1 Annexations. The parties stipulated that the annexation had met all procedural revised code requirements.
2. The persons who signed the petition are owners of real estate located in the territory to be annexed in the petition, and, as of the time the petition was filed with the Board of County Commissioners, the signatures on the petition constituted all owners of real estate in that territory. ORC 709.02 (D)
3. The municipal corporation to which the territory is proposed to be annexed has complied with O.R.C. 709.022. The Board specifically finds the Resolution # 3231 of the Village of Barnesville and Resolution # 2005 of the Warren Township Trustees and the subsequent Annexation Agreement between both parties, substantially complies with the requirements of O.R.C. 709.022.

It is therefore ordered that the prayer of the petition be and is hereby granted and that the territory described in the petition be annexed to the Village of Barnesville.

It is further ordered that the final transcript of this Board relating thereto together with the accompanying plat and petition and all other papers pertaining thereto be delivered forthwith to the Auditor of the Village of Barnesville.

Motion made by Mr. Thomas, seconded by Mr. Longshaw and upon roll call the vote was as follows:

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/
Mark A. Thomas, President Yes

Charles R. Probst, Jr, Vice-President Absent
Gordie W. Longshaw /s/
Gordie W. Longshaw Yes

Approved as to form:
David Liberati /s/
David Liberati
Assistant Prosecutor

**IN THE MATTER OF ANNEXING TERRITORY
OF 5.055 ACRES MORE OR LESS TO THE
VILLAGE OF BARNESVILLE, OHIO
PETITIONER ROGER DEAL
COMMISSIONERS CONSENT GRANTED**

RESOLUTION

Pursuant to Ohio Revised Code 709.022, Roger Deal, Appointed Agent for Petitioners, filed petition praying for the Annexation of certain territory containing 5.055 acres in Warren Township to the Village of Barnesville. Said petition was filed with the Clerk of the Belmont County Board of Commissioners on August 26, 2005. The Board of County Commissioners, Belmont County, Ohio finds upon a preponderance of the required documentation and pursuant to Section 709.022 of the Ohio Revised Code, that:

1. The Petition meets all the requirements as set forth in and was filed in the manner provided for, in O. R.C. 709.022 Expedited Type 1 Annexations. The parties stipulated that the annexation had met all procedural revised code requirements.
2. The persons who signed the petition are owners of real estate located in the territory to be annexed in the petition, and, as of the time the petition was filed with the Board of County Commissioners, the signatures on the petition constituted all owners of real estate in that territory. ORC 709.02 (D)
3. The municipal corporation to which the territory is proposed to be annexed has complied with O.R.C. 709.022. The Board specifically finds the Resolution # 3231 of the Village of Barnesville and Resolution # 2005 of the Warren Township Trustees and the subsequent Annexation Agreement between both parties, substantially complies with the requirements of O.R.C. 709.022.

It is therefore ordered that the prayer of the petition be and is hereby granted and that the territory described in the petition be annexed to the Village of Barnesville.

It is further ordered that the final transcript of this Board relating thereto together with the accompanying plat and petition and all other papers pertaining thereto be delivered forthwith to the Auditor of the Village of Barnesville.

Motion made by Mr. Thomas, seconded by Mr. Longshaw and upon roll call the vote was as follows:

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas, President	Yes
Charles R. Probst, Jr, Vice-President	Yes
Gordie W. Longshaw	Yes

Approved as to form:
David Liberati /s/
 David Liberati
 Assistant Prosecutor

DISCUSSION-Commissioner Thomas explained that this was first such action taken under a new section in the Ohio Revised Code that allows for "expedited annexation." All of the work involving transfer of taxes and issues concerning responsibilities for maintaining roadways has already been agreed upon between the township trustees and village officials. The petitioner (Village) and Warren Township agree that Warren Township will cooperate with the Village of Barnesville in annexing this property which will allow for the provision of public utilities, fire and police services, etc. to the annexed property. Roger Deal, Warren Township Trustee, noted that the annexation would accommodate the expansion of sewer services to a number of residences in that area.

Commissioners commended both parties for working out an agreement to provide services for the good of the residents.

**IN THE MATTER OF FINAL PLAT APPROVAL
FOR GREENVIEW 2ND ADDITION/
RICHLAND TOWNSHIP SEC 5, T7, R4**

"Hearing Had-6:30 P.M."

Present for the hearing were Ruth Graham, Engineer's Department; Greg Bizzarri, Richland Township Trustee; Eric Ayres, Times Leader. Ms. Graham explained the map stating that the plat involved Lot#6 and the extension of Katherine Drive. The Health Department is not an issue and Mr. Bizzarri stated the Township Trustees have no objections.

**"FINAL PLAT APPROVAL"
O.R.C. 711.05**

Motion made by Mr. Thomas to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat for Greenview 2nd Addition, Richland Township, Sec. 5, T7, R4, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Longshaw seconded the motion and upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING
CONTRIBUTION TO GIS DEPARTMENT
FROM BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the request from the Belmont County Sanitary Sewer District to contribute \$30,000.00 to the Belmont County GIS Department.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 7:10 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adjourn the meeting at 7:10 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 9th day of September A.D., 2005.

_____ COUNTY COMMISSIONERS

Charles R. Probst, Jr., Absent

We, Mark A. Thomas and Darlene Pempek, 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