

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ryan E. Olexo, Charles R. Probst and Mark A. Thomas, Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of October 29, 2001, 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 THE 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. Olexo, seconded by Mr. Thomas 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>
Ryan E. Olexo, Commissioner	Reimburse expenses-General	\$109.70
Darlene Pempek, Clerk	Reimburse mileage-General	89.70
U.S. Post Office	Postage-General	500.00
Bel. Co. CSEA Administrative Fund	IV-D Aug contrct pmt/Magistrate-Gen	2,570.55
Ohio Clerk of Courts Association	Winter Conference registration-Gen	150.00
Mark H. Fry, Humane Officer	November mileage-General	250.00
Pitney Bowes	Postage by mail/Eastern Ct-General	1,719.00
OACDL	Death penalty seminar/Pub Defender-Gen	900.00
American Electric Power	Service/MF Satellite Bldg-General	464.74
Mary Lyle	Reimburse milege/Juvenile Court-Gen	126.27
Belmont County Commissioners	Reimb for office supplies/Pub Def-Gen	313.00
Alltel	Cell phone/Judge Costine, Juv Ct-Gen	40.83
Women's Tri-County Help Center	Eastern Cts share of box lunch-Gen	44.00
Columbia Gas	Service/100 W. Main-Makenzie Bldg-Gen	38.68
Bel. Co. C.S.E.A.	IV-D Service contract/Juvenile Ct-Gen	1,910.46
Columbia Gas	Service to Jail-Jail Maintenance-Gen	1,380.54
Amy Busic	Gdn Ad Litem fees/Common Pleas-Gen	100.00
MCI	Service/Public Defender-General	20.17
Alltel	Service/F Thompson, Probation-General	22.81
Ed Gorence, II	Reimb OCCO conf exp/Common Pleas Grnt-Gen	64.00
DLT Solutions, Inc.	CAD Overlay/GIS Projects-General	1,090.65
Xerox Corporation	Lease agreement-General	10.45
Xerox Corporation	Lease agreement-General	135.04
Larry T. Harris, Veterans	Reimb expenses/OSACVSO-General	340.21
Ohio AFSCME Care Plan	Dental & Drug coverage-General	225.00
WINZIP Computing, Inc.	Computer & software-GIS Projects-Gen	350.00
Dr. Troy Balgo	Medical services-General	1,200.00
Kristi Lee Lipscomb, Court Reporter	Ahmed transcript/Prosecutor's-Gen	3,300.50
Bayer, Inc.	Medical supplies-Dog Kennel	118.62
Joseph A. Atkinson, Probate Court	Reimb exp/Court Investigator mtg-Gen	56.28
Lake Erie Construction Co.	Bel CR 4&16 Guardrail-Engineer's MVGT	36,740.00
AT&T	Phone service-Juvenile Court	29.04
Christian Children's Home of Ohio	Placement costs-Juvenile Court	4,247.00
Oakview Juvenile Rehab District	Cash match/Aftercare Program-Juv Ct	1,000.00
Therapeutic Network	Placement costs-Juvenile Court	2,232.00
American Electric Power	SSD #2 Force Main Ext-Sanitary Sewer	2,550.00
Belmont National Bank	Nov computer loan pmt/Northern Ct -Bond Retirement	1,747.64
OME-RESA	Service-Oakview Administration Bldg	149.95
Alltel	Service/E Gorence-Common Pleas Grant	30.83
Belmont County Commissioners	Chargebacks for rent & auto insurance/ E Gorence-Common Pleas Grants	1,820.00
John Vavra, Attorney	Conference expenses-Western Ct Computer	169.05
West Group	OH Rules of Evidence Handbook-Western Ct	77.00
Rosalee Ralston	Seminar expenses-Western Court Computer	52.08
D. Charlene Baker	Reimb conference expenses-Eastern Ct	66.60
Women's Tri-County Help Center	Share of box lunches-Northern Court	44.00
Women's Tri-County Help Center	Share of box lunches-Western Court	44.00
Diane Day	Court reporter fees-Western Court Spec	75.00

Bank One Acct #00001-059-1	Various CDBG Projects-CDBG	87,008.00
Delinquent Collectors of Ohio, Inc.	Contrct services/Treasurers Dretac	3,377.84
City of St. Clairsville	Resurfacing various streets/Tri-State Asphalt-License Tax	24,907.71
BBR Drilling Company	Slip repair/Proj 15-1-Eng OPWC	4,668.80

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the various funds dated for November 7, 2001 as follow:

FUND	AMOUNT
General	\$12,209.77, \$841.42
General/Sheriff's	\$2,247.71, \$1,943.32
General/Disaster Services	\$316.49
Dog Kennel	\$680.66
Belmont County 9-1-1	\$966.17, \$26,921.76, \$253.69, \$2,808.35, \$231.00
County Home	\$2,109.92
BCDJFS/PA	\$675.00, \$6,227.60, \$12,000.00, \$2,496.00 \$57,233.59, \$11,150.74, \$12,000.00
BCDJFS/Children Services	\$1,906.02, \$1,998.58, \$28,690.38
Engineer's MVGT	\$895.28, \$681.61, \$16,053.97, \$10,972.18, \$48.00
Oakview Juvenile Rehabilitation Dist.	\$1,835.59
Oakview Juvenile Rehab/Aftercare	\$856.41
Oakview Juvenile New Construction	\$4,318.75
Job Training	\$1,562.17, \$1,562.17, \$1,015.10, \$7,465.44

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

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

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

FROM	TO	AMOUNT
A401-A11 Other Expenses	A301-A11 Unemployment	\$ 100.00
A401-A11 Other Expenses	A402-F12 Coroners Other Exp	\$ 2,000.00
A401-A11 Other Expenses	A002-A06 Transcripts	\$ 500.00
A104-B13 Jail Maint.	A204-B13 Jail Utilities	\$ 4,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

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

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

FROM	TO	AMOUNT
A401-A11 Other Expenses	A004-B15 Rentals	\$ 8,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER OF
FUNDS BETWEEN THE (S28) OAKVIEW
JUVENILE REHABILITATION/AFTERCARE
PROGRAM AND THE GENERAL FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds between the (S28) Oakview Juvenile Rehabilitation/AfterCare Program Fund and the General Fund.

FROM	TO	AMOUNT
A015-A15 Transfer Out	S028-S06 Transfers In	\$ 3,641.60

** Monies allocated for as cash match for After Care Grant

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER
WITHIN FUND/DEPARTMENT OF JOB & FAMILY
SERVICES CSEA FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following transfers within the fund for Department of Job & Family Services CSEA Fund.

FROM	TO	AMOUNT
H010-H08 Workers Comp	H310-H08 Hosp	\$2,000.00
H010-H04 Equipment	H010-H01 Salaries	5,000.00
H010-H05 Supplies	H010-H01 Salaries	5,000.00
H010-H08 Workers Comp	H010-H01 Salaries	4,208.78
H010-H09 Contracts	H010-H11 Other Expenses	14,000.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFERS
WITHIN FUND FOR THE BELMONT COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES/PA FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfers within fund for the BCDJFS/PA H000 Fund.

FROM	TO	AMOUNT
H000-H02 Supplies	H200-H13 Medicare	\$13,000.00
H000-H03 Equipment	H000-H09 Facilities	17,000.00
H000-H11 Travel	H000-H05 Public Assistance	3,000.00
Total		\$31,000.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF TRANSFER
OF FUNDS WITHIN THE GENERAL FUND
FOR THE SHERIFF'S DEPARTMENT**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfer of funds within the Belmont County General Fund for the Belmont County Sheriff's Department.

FROM	TO	AMOUNT
A306-A03 Medical	A006-A12 Travel	\$2,500.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFERS
WITHIN FUND FOR VARIOUS JUVENILE COURT
FUNDS

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following transfers within fund for the various Juvenile Court Funds.

FROM	TO	AMOUNT
PLACEMENT		
M064-M10 Insurances	M064-M01 Salaries	\$299.33
DRUG COURT III		
M069-M07 Supplies	M069-M01 Salaries	293.64

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER
OF FUNDS WITHIN THE GENERAL FUND

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

FROM	TO	AMOUNT
A401-A11 Other Expenses	A015-A15 Transfer Out	\$250,000.00

***Monies allocated to Avondale, Shadyside water project
carryover funds from the year 2000/P.O. # 145154*

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER
OF FUNDS BETWEEN THE GENERAL FUND
AND THE BELMONT COUNTY SSD#2
N17 AVONDALE PROJECT

Motion made by Mr. Thomas, seconded by Olexo to make the following transfer of funds between the Belmont County General Fund and the Belmont County SSD #2 N17 Avondale Project.

FROM	TO	AMOUNT
A015-A15 Transfers Out	N017-N08 Transfers In	\$250,000.00

***Monies allocated to Avondale, Shadyside water project
carryover funds from the year 2000/P.O. # 145154*

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER OF
FUNDS MEDICAL LIFE INSURANCE
CHARGEBACKS FOR THE PERIOD OF
SEPTEMBER, OCTOBER AND NOVEMBER, 2001

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds for the Medical Life Insurance chargebacks for the months of September, October and November, 2001.

FROM	TO	AMOUNT
A406-G09 Public Defender	Y091-Y05	64.80
A403-A09 Bd. of Elections	Y091-Y05	27.00
A403-A09 Bd. of Elec/Emp.	Y091-Y05	57.66
M060-M29 Care/Cust. (C-Cap)	Y091-Y05	21.60
M060-M64 Care and Custody Rest	Y091-Y05	10.80
M064-M10 Placement	Y091-Y05	10.80
M055-M10 CCap Donated	Y091-Y05	0.00
M067-M05 Alternative School	Y091-Y05	54.00
M069-M05 Drug Court III/Juv	Y091-Y05	10.80
M062-M05 Intake Coordinator	Y091-Y05	10.80

S031-G17	Group Homes	Y091-Y05	54.00
S239-V47	O V Recycling	Y091-Y05	0.00
H050-H15	Litter Control	Y091-Y05	21.60
S033-S47	D. Det. Home	Y091-Y05	230.40
S032-S05	Status Offenders	Y091-Y05	0.00
J000-J06	R.E. Assessment	Y091-Y05	32.40
B100-B10	Dog & Kennel	Y091-Y05	50.40
L001-L13	Soil Conservation	Y091-Y05	43.20
S017-S31	Children Services	Y091-Y05	0.00
H430-H14	County Home	Y091-Y05	988.20
E101-E12	County Health	Y091-Y05	129.66
S049-S63	Mental Health	Y091-Y05	48.60
H300-H13	Public Assistance	Y091-Y05	1,656.03
H310-H08	Child Support	Y091-Y05	169.20
K200-K10	Eng K-1 & K-2	Y091-Y05	50.40
K200-K24	Engineers K-11	Y091-Y05	322.26
K200-K37	Engineers K-25	Y091-Y05	97.20
Y090-Y14	Water/Sewer	Y091-Y05	270.00
T075-T02	WIC Fringes '01	Y091-Y05	10.80
T075-T52	WIC Fringes '02	Y091-Y05	25.20
S079-S07	Clk. of Cts. titl	Y091-Y05	86.40
S083-S14	Northern Ct. Computer	Y091-Y05	10.80
S082-S14	Western Ct. Computer	Y091-Y05	10.80
S084-S14	Eastern Ct. Computer	Y091-Y05	10.80
S230-S16	Oak. Juv. Rehab.	Y091-Y05	0.00
S230-S66	Oak. Juv. Rehab.	Y091-Y05	118.80
W080-P07	Victim Assistance	Y091-Y05	10.80
S277-S02	Community Grant	Y091-Y05	10.80
S076-S05	Halfway House	Y091-Y05	0.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE CDBG 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 November 7, 2001.

T-11 CDBG FUND

T011-T01 CDBG Grant/B-F-00-007-1	\$ 87,008.00
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Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE P90
BELMONT COUNTY LEPC GRANT FUND**

Motion made by Mr. Olexo, 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 September 26, 2001.

P90 LEPC FUND

P090-P07 Salaries	\$ 2,633.00
P090-P03 Other Expenses	\$10,000.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE GENERAL 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 October 24, 2001.

A002-C31 Juvenile Probation Salaries	\$18,500.00
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Olexo	Yes

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

Motion made by Mr. Olexo, 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 October 24, 2001.

GENERAL FUND

A009-D02 Salaries/Veterans Service

\$18,000.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

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

Motion made by Mr. Olexo, 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 October 24, 2001.

GENERAL FUND

A015-A05 Transfers Out \$ 3,641.60

***Monies allocated to the Oakview Juvenile Rehabilitation District**

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE S017
BELMONT COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES**

Motion made by Mr. Olexo, 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 November 7, 2001.

S017 Children Services

S017- S31 Other Expenses \$99,354.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst.	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE O006
SANITARY SEWER DISTRICT**

Motion made by Mr. Olexo, 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 November 7, 2001.

O006 Bond Note Payment

O0006 - O003 Sanitary Sewer District #2 Bond -Note Payment \$2,800,000.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst.	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE M055
C-CAP DONATED FUND, M70 TUTOR GRANT,
AND M71 DRUG COURT ENHANCEMENT FOR THE BELMONT COUNTY JUVENILE COURT**

Motion made by Mr. Olexo, 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 November 7, 2001.

M055 C-Cap Donated Fund
M055 - M16 Victims of Crime \$475.00

M070 Tutor Grant Fund
M070 - M05 Training 291.86
M070 - M10 Advances Out 3,500.93
Total \$3,791.86

M071 Drug Court Enhancement Grant
M071- M01 Salaries \$2,806.00
M071- M04 Medicare 100.00
M071 - M07 Supplies 626.34
M071 - M09 Contracts 6,000.00
M071 - M10 Advances Out 467.66
Total \$10,000.00

Upon roll call the vote was as follows:

Mr. Olexo Yes
Mr. Probst. Yes
Mr. Thomas Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE U010
BELMONT COUNTY SHERIFF'S DEPARTMENT**

Motion made by Mr. Olexo, 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 November 7, 2001.

U010 Sheriff's Reserve Account

U010 - U06 Other Expenses \$80.00

Upon roll call the vote was as follows:

Mr. Olexo Yes
Mr. Probst. Yes
Mr. Thomas Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR S030 OAKVIEW
JUVENILE REHABILITATION DISTRICT**

Motion made by Mr. Olexo, 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 November 7, 2001.

S030 Second Set of Expenses
S030 - S54 Food \$755.99

Upon roll call the vote was as follows:

Mr. Olexo Yes
Mr. Probst. Yes
Mr. Thomas Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR S028 OAKVIEW
JUVENILE REHABILITATION DISTRICT**

Motion made by Mr. Olexo, 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 November 7, 2001.

S028 Aftercare Program

S028- S01 Salaries \$ 3,941.60

Upon roll call the vote was as follows:

Mr. Olexo Yes
Mr. Probst. Yes
Mr. Thomas Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE S033
BELMONT HARRISON JUVENILE DISTRICT**

Motion made by Mr. Olexo, 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 November 7, 2001.

S033 District Detention Home - Sargus Center

S033 - S01 Salaries \$26,467.52

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst.	Yes
Mr. Thomas	Yes

**IN THE MATTER OF REQUESTING
CERTIFICATION OF MONIES**

Motion made by Mr. Olexo, seconded by Mr. Thomas requesting the following monies be certified.

Budget Commission
Belmont County Courthouse
St. Clairsville, OH 43950

RE: Certification of monies/N17 WWS#2 Avondale Project Fund

Dear Sirs:

Requesting certification of monies fro the N17 WWS#2 Avondale Project Fund as follows:

\$250,000.00 - transferred in from the General Fund on November 07, 2001.

Thank you for your consideration.

Very truly yours,
BELMONT COUNTY COMMISSIONERS

Ryan E. Olexo /s/
Ryan E. Olexo, President

Mark A. Thomas /s/
Mark A. Thomas, Vice-President

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

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF DISCUSSION HELD
RE: UPDATE BY COUNTY TOURISM DIRECTOR**

Doc Householder came before the Board and presented the Quarterly Report for the Belmont County Tourism Council. Doc reported that 13 towns participated in Belmont County Bicentennial Celebrations and he attended every celebration. The Tourism office is currently working on plans for the Ohio Bicentennial in 2003. Commissioner Olexo stated, "This sheet doesn't sum up half of what Mr. Householder does for the county. I would like to take a moment to thank you. Congratulations on a job well done."

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

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the minutes of the regular meeting of the Board of Commissioners of October 24, 2001.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF ENTERING
INTO CONTRACT WITH TRI-STATE ASPHALT
COMPANY FOR PROJECT 01-7 RESURFACING COUNTY
HIGHWAY2 (PART) A PORTION OF COUNTY HIGHWAY 2 (DEEP RUN ROAD)
/ENGINEER'S

Motion made by Mr. Olexo, seconded by Mr. Thomas to enter into the following contract:

CONTRACT WITH BELMONT COUNTY COMMISSIONERS
PROJECT 01-7 RESURFACING COUNTY HIGHWAY2 (PART)
A PORTION OF COUNTY HIGHWAY 2 (DEEP RUN ROAD)

AUDITOR'S OFFICE, BELMONT COUNTY, OHIO

THIS AGREEMENT made and entered into this 7TH day of November, 2001 between **TRI-STATE ASPHALT CO.**, P.O. Box 66, Rayland, Ohio 43943 and Charles Probst, Jr., Mark Thomas and Ryan Olexo, Commissioners of Belmont County, WITNESSETH that the said **TRI-STATE ASPHALT** hereby agrees to furnish all material and do all work requisite necessary for the resurfacing of county highway 4 in accordance with plans and specifications.

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

APPROX. QUAN.	ITEM	DESCRIPTION	UNIT PRICE BID	TOTAL AMT. BID
2464 gal.	407	Tack Coat	\$.85	2,094.40
570 C.Y.	448	Asphalt Concrete		
		Intermed course Type I	50.38	28,716.60
1141 C.Y.	448	Asphalt Concrete		
		Surface type I	50.38	57,483.58
360 C.Y.	617	Compacted Aggregate	21.29	7,664.40
3.68 Miles	614	Temp Centerline	80.46	296.09
3.68 Miles	642	Centerline type I or II	596.00	2,193.28
7.37 Miles	642	Edgeline Type I or II	368.00	2,712.16
		Total		\$101,160.51

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **TRI-STATE ASPHALT** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS	TRI-STATE ASPHALT COMPANY
<u>Ryan E. Olexo /s/</u>	<u>By: Charles W. Taylor /s/</u>
<u>Charles R. Probst, Jr. /s/</u>	
<u>Mark A. Thomas /s/</u>	

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF APPROVING
AMENDMENT TO IV-D CONTRACT BETWEEN
BELMONT COUNTY CSEA AND BELMONT COUNTY JUVENILE
AND PROBATE COURT/BCDJFS

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the Amendment to the IV-D Contract of July 24, 2001 numbered 0701041 between the Belmont County Child Support Enforcement Agency and the Belmont County Juvenile and Probate. The contract was amended to factor in an employee who was not originally included in the contract and to change the percentage of time that other employees devote to this program.

	AMOUNT	SOURCE
Nonfederal Matching Funds	\$24,545.28	County
Federal Matching Funds	47,646.72	FFP
Total	\$72,192.00	

Adjusts the per unit rate from \$122.32 to \$240.64, as reflected in the attached revised budget.

Adjusts the maximum number of unites purchased from 240 to 300.

CHILD SUPPORT ENFORCEMENT AGENCY	DATE	COUNTY COMMISSIONERS SIGNATURE	DATE
Belmont County		Ryan E. Olexo /s/	11/7/01
Authorized CSEA Representative		Charles R. Probst, Jr. /s/	11/7/01
Dwayne Pielech/RAK /s/	10/31/01	Mark A. Thomas /s/	11/7/01

Authorized Provider Representative
J. Mark Costine /s/ 10/30/01

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ENTERING
INTO CONTRACT WITH COMMUNITY
ACTION COMMISSION ON BEHALF
OF BCDJFS/WIA**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the following contract with the Community Action Commission on behalf of the Belmont County Department of Job and Family Services for the Out-Of-School Youth of Belmont County that meet WIA requirements.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services**

Whereas, this contract, entered into on this 7th day of November, 2001, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Community Action Commission of Belmont County (hereinafter "Contractor"), is for the purchase of the performance of Paid and Unpaid Work Experience and Work Readiness for Out-of-School Youth that meet the requirements and standards of the Workforce Investment Act (WIA) and the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Belmont-Jefferson Counties Workforce Policy Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide work experience and employment opportunities to the eligible out of school youth of Belmont County. This service is one of the ten elements for youth required by the WIA. The purchaser has agreed to use WIA Youth Funds to pay the programs' eligible youth a wage and to provide staff to operate the program and assist the youth in gaining employment. Eligible youth are those eligible for WIA Out of School Youth services as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1074

Contractor: The Community Action Commission of Belmont County
410 Fox Shannon Place
St. Clairsville, OH 43950
740-695-0293

III CONTRACT PERIOD

This contract and its terms will become effective upon the execution of this document by all parties as stated herein. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is June 30, 2002.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Basic Skills Deficient

An individual who computes or solves problems, reads, writes, or speaks English at or below the 8th grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.

Out-of-School Youth

An Out-of-School Youth is an individual who is an eligible youth who is a school dropout or is an eligible youth who has either graduated from high school or

holds a GED, but is basic skills deficient, unemployed, or underemployed.

Participants

Those Out-of-School Youth eligible for Paid and Unpaid Work Experience who meet the standards of the Belmont-Jefferson Counties Workforce Policy Board and are chosen by the Purchaser to participate in the program described herein.

Paid and Unpaid Work Experience

Work experiences are designed to enable youth to gain exposure to the working world and its requirements. For the purposes of this contract, Paid Work Experience is placement in the private, for-profit sector; the non-profit sector; or the public sector at the federal minimum wage for up to 40 hours per week for a maximum of 12 weeks. Unpaid Work Experience is placement in the private, for-profit sector; the non-profit sector; or the public sector with no wages.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

WIA

WIA is the Workforce Investment Act.

Work Readiness Services

Work Readiness Services include teaching skills that include, but are not limited to, world of work awareness, labor market knowledge, occupational information, career planning, job search techniques, living skills, positive work habits and behavior, motivation and problem solving.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. Contractor shall provide Paid and Unpaid Work Experience to all participants placed with it by the Purchaser, up to 21 total enrollment in Paid Work Experience. Additional participants may be enrolled in the Paid Work Experience if for whatever reason funds are available. There is no limit to the number that may be placed in the Unpaid Work Experience. The total enrollment is for each twelve (12) week period plus any period of time in which work readiness services are provided. No participant shall be enrolled past March 25, 2002. Work readiness services shall be provided to the participants prior to placement at a work site.
2. Contractor shall pay all wages or stipends to participants.
3. Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
4. Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
5. Contractor is responsible for monitoring each participant's activities after they are placed in Paid or Unpaid Work Experience.
6. Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
7. Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
8. Contractor may refer potential participants to the Purchaser for eligibility determination.
9. Contractor shall employ the necessary staff to operate the program.
10. Contractor shall meet all service requirements of this contract.
Contractor's failure to perform services as required herein is a breach of

this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.

11. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
12. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser will ensure that all participants are eligible for training services pursuant to WIA and local policies.
Purchaser will refer participants to Contractor.
3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
4. Purchaser will pay all costs related to providing Paid and Unpaid Work Experience to Out-of-School Youth, consistent with the provisions of Article VIII.
5. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide Paid and Unpaid Work Experience and Work Readiness Services to Out-of-School Youth to help them succeed in the workplace. Services to be provided and skills to be achieved by the participants include but are not limited to:

Increasing the participants' understanding of the importance and value of work.
Placement of up to 21 participants at work sites with the goal that the work experience will lead to employment.

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

Service-delivery measures

1. At least 21 Belmont County Out-of-School Youth will be placed in Paid or Unpaid Work Experience and receive Work Readiness Services by June 30, 2002.

Output-effectiveness measures

1. Seventy percent of those Belmont County Out-of-School Youth placed in the program will complete 12 weeks of Paid or Unpaid Work Experience.
2. Seventy percent of those Belmont County Out-of-School Youth placed in the program will obtain a Work Experience Credential as outlined in Policy Letter 12 of the Belmont-Jefferson Workforce Investment Area. (attached as Exhibit 3)
3. Contractor will assist Purchaser in meeting the required WIA performance measures for Out-of-School Youth. Those measures are:

Entered Employment Rate; 52.0%
Employment Retention Rate; 59.2%
Earnings Change in 6 Months; \$2400.00
Employment and Credential Rate; 41.6%

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser the Fiscal Performance Report incorporated into this agreement as Exhibit 1. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Contractor will complete and provide to Purchaser the Service Delivery Performance Report incorporated into this agreement as Exhibit 2. These reports are due on the 10th of the following month and will include all required

information for the entire prior month, from the 1st to the last day of that month.

Contractor will complete and provide to Purchaser the Output Effectiveness , Performance Report incorporated into this agreement as Exhibit 2. These reports are due on the 10th of the following month and will include all required information for the entire prior month from the 1st to the last day of that month.

Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser’s discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to bot off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor’s failure to comply with its evaluation and monitoring duties will be a breach of this contract, triggering Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Investment Act (WIA) funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$77,500**.

All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by Contractor. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for 21 participants.

ACTIVITY	TOTAL COST
Administrative/Operating Staff Wages and Fringes	\$31,500.00
Operating Costs (supplies, telephone, postage, etc.)	\$6,000.00
Participant Wages and Fringes	\$40,000.00
TOTAL COST:	\$77,500.00
MAXIMUM WIA AUTHORIZED REIMBURSEMENT AMOUNT:	\$77,500.00
TOTAL CONTRACT AMOUNT:	\$77,500.00

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract.

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

XII WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract, and keep in full effect, Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement, and at Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser

and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement.

Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Belmont-Jefferson Counties Workforce Policy Board's policy in the performance of work under this contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Belmont-Jefferson Workforce Policy Board.

XX ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser.

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Belmont-Jefferson Counties Workforce Policy Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Belmont-Jefferson Counties Workforce Policy Board.

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract

workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws.

Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXIV PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

XXXV SIGNATURES

Dwayne Pielech by J.C. /s/ 10/29/01
Dwyane D. Pielech, Director
Belmont County Department of Job and Family Services

Gary Obloy /s/ 10/25/01
Gary Obloy, Executive Director
Community Action Commission of Belmont County

Ryan E. Olexo /s/ 11/07/01
Belmont County Commissioner

Charles R. Probst, Jr. /s/ 11/07/01
Belmont County Commissioner

Mark A. Thomas /s/ 11/07/01
Belmont County Commissioner

Robert Quirk /s/ 10/25/01
Approved as to form:
Belmont County Prosecutor

Upon roll call the vote was as follows:
Mr. Thomas Yes
Mr. Probst Yes
Mr. Olexo Yes

IN THE MATTER OF ENTERING
INTO AGREEMENT WITH DRD CONSULTING
FOR HEALTH START/HEALTH FAMILY PROGRAM
ADVERTISING CAMPAIGN/BCDJFS

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the following agreement with DRD Consulting on behalf of Belmont County Department of Job and Family Services.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services

Whereas, this contract, entered into on this 7th day of November, 2001, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and DRD Consulting (hereinafter "Contractor"), is for the purchase of the performance of Advertising for the Healthy Start/Healthy Families Programs.

I PURPOSE

The purpose of this contract is to provide an Advertising Campaign for the promotion of the Healthy Start/Healthy Families Programs.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1074

Contractor: DRD Consulting
225 W. Main Street
P.O. Box 369
St. Clairsville, OH 43950
740-695-3008

III CONTRACT PERIOD

This contract and its terms will become effective upon the execution of this document by all parties as stated herein. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is June 30, 2002.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Healthy Start

Program that provides medical insurance coverage for children up to age 19 in families that meet the eligibility criteria of 200% of the federal poverty level guidelines.

Healthy Families

Program that provides medical insurance coverage for children up to age 19 and adults in families that meet the eligibility criteria of 100% of the federal poverty level guidelines.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in

Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. Contractor shall produce the following advertising material for the Purchaser: one (1) new 30 second television commercial; one (1) new 60 second radio commercial; and two (2) newspapers advertisements (size to be determined).
2. Contractor will produce a creative advertising campaign which may include providing advertising placement expertise, focus group sessions/results interpretation, script writing, press releases, free public service announcements and general advertising consulting services.
3. Contractor will secure television air time placement, radio air time placement, outdoor billboard advertising and newspaper advertising.
4. Contractor will make changes in the eligibility criteria information provided in the previously produced video.
5. Contractor will provide Purchaser with draft copies of all advertising material prior to being implemented.
6. Contractor shall meet all service requirements of this contract. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
7. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
8. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser will provide Contractor with any materials or information needed to produce advertising products.
2. Purchaser will assist Contractor, when possible, with finding people and locations to assist in development of advertising products.
3. Purchaser will make payment to the Contractor for provided services.
4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide the expertise needed to produce and place television commercials, radio commercials, billboards and newspaper advertisements. Contractor will provide other advertising and public relations services as agreed to with the Purchaser.

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

Production of television commercial
Production of radio commercial
Production of outdoor advertising billboard
Production of newspaper advertisement
Placement of all of those above mentioned items to provide the most cost - effective results.

E. Performance Reporting

Contractor will provide Purchaser with copies of all produced advertising materials. Contractor will provide schedules listing the television stations, radio stations, newspapers and billboard placements where advertisements will be placed prior to being viewed by the public. All advertisement much be purchased and placed prior to June 30, 2002.

Failure of Contractor to deliver all required performance documents by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser’s discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to file inspection, review of any draft material and review of advertising scheduling information. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to file inspection, review of any draft material and review of advertising scheduling information. Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor’s failure to comply with its evaluation and monitoring duties will be a breach of this contract, triggering Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Medicaid Outreach funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$22,500**.

All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by Contractor. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described:

ACTIVITY	TOTAL COST
One new 30 second televison commercial	\$2,000.00
One new 60 second radio commercial	
Two newspapers advertisements	
Creative advertising campaign, advertising placement expertise, focus group session/results interpretation, script writing, press release, attempt to gain public service announcements and general consulting fee.	\$1,000.00
Advertisement Campaign including television, radio, billboard and newspaper ad placement	\$19,500.00
TOTAL COST:	\$22,500.00
MAXIMUM MEDICAID OUTREACH AUTHORIZED	\$22,500.00

REIMBURSEMENT AMOUNT:	
TOTAL CONTRACT AMOUNT:	\$22,500.00

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract.

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

XII WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract, and keep in full effect, Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement, and at Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement.

Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules in the performance of work under this contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser and the Belmont County Board of Commissioners.

XX ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser.

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and /or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents and the Belmont County Board of County Commissioners against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees and the Belmont County Board of Commissioners.

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation,

national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws.

Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXIV PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

XXXV SIGNATURES

<u>Dwayne Pielech per Tom King /s/</u> Dwyane D. Pielech, Director Belmont County Department of Job and Family Services	<u>11/5/01</u>
<u>J. David Diosi /s/</u> J. David Diosi, President DRD Consulting	<u>11/2/01</u>
<u>Ryan E. Olexo /s/</u> Belmont County Commissioner	<u>11/07/01</u>
<u>Charles R. Probst, Jr. /s/</u> Belmont County Commissioner	<u>11/07/01</u>
<u>Mark A. Thomas /s/</u> Belmont County Commissioner	<u>11/07/01</u>
<u>Daniel Frizzi /s/</u> Approved as to form: Belmont County Prosecutor	<u>11/2/01</u>

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF AWARDING
BID FOR FURNISHING BULK SALT
FOR SNOW AND ICE CONTROL/ENGINEER'S**

Motion made by Mr. Olexo, seconded by Mr. Thomas to award the bid for furnishing bulk salt for snow and ice control for the Belmont County Engineer's Department to International Salt Co. LLC, 655 Northern Blvd., Clarks Summit, PA in the amount of \$47.42/ton based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF DEDICATION OF
PLAT FOR BOWERSTON DRIVE
AND DORIS LANE, RICHLAND TOWNSHIP**

Motion made by Mr. Thomas, seconded by Mr. Olexo to notify the Richland Township Trustees of the following subdivision hearing.

NOTICE OF NEW SUB-DIVISION

Revised Code Sec. 711.05

To: Cindi Henry, Clerk, Richland Township Trustees; 118 Overbaugh Avenue; St.Clairsville, Ohio 43950

You are hereby notified that the 14th day of November, 2001, at 9:45 o'clock AM., 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

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

**N THE MATTER OF ESTABLISHING
NEW HEARING AND VIEWING DATE FOR PUBLIC ROAD
PETITION #991, VACATING AND ESTABLISHING A
PORTION OF FLUSHING T.R.366 AND 803**

Motion made by Mr. Thomas, seconded by Mr. Probst to establish a new hearing and viewing date for Public Road Petition #991 described as "the vacating and establishing a portion of Flushing Township Road 366 & 803, located in Flushing Township, and rename such vacation "Road Improvement 1061" and authorize the Clerk of the Board to proceed with the required notifications.

This is a proposed road improvement from 1995. The viewing and hearing were held and on March 8, 1995 the Board of Commissioners voted to continue the hearing to a later date. The hearing was never held after that, so the current Board of Commissioners has determined the best way to proceed is to begin the process over with a new Road Improvement number assigned as follows.

**IN THE MATTER OF VACATING
AND ESTABLISHING A PORTION OF FLUSHING T.R.366
AND 803, FLUSHING TOWNSHP/RD IMP 1061**

**Journal Entry, Order Fixing Time and Place of View and
of Final Hearing and Notice Thereof on Public Road Petition**

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, This Board of County Commissioners is of the opinion that it will be for the public convenience or welfare to vacate and establish a portion of Flushing T.R.366 and 803 a Public Road as described therein; therefore be it

RESOLVED, That the 30th day of November, 2001 at 11:30. o'clock A.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site. and go over the line of said proposed improvement; and be it further

RESOLVED, That the 5th day of December 2001, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

Mr. Probst seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

Mr. <u>Thomas</u>	,	<u>Yes</u>
Mr. <u>Probst</u>	,	<u>Yes</u>
Mr. <u>Olexo</u>	,	<u>Yes</u>

Adopted November 7, 2001

NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.05

ROAD IMP. # 1061

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the Matter of ¹ vacating and establishing a portion of Flushing Township Road 366 and 803 a Public Road on the line hereinafter described, known as the Flushing T.R. 366 & 803 Road, the general route and termini of which Road are as follows:

Vacation of Township Road 366

Situated in the State of Ohio, County of Belmont and the Township of Flushing. Being part of Sections 7 and 8, Township 10 Range 6 and being a 40 foot wide right-of-way more particularly described as follows:

Beginning at a point at the intersection of the centerlines of Township Road 366 and Township Road 803 where a marked stone (found) at the northwest corner of the southwest quarter of said Section 8 bears South 77 degrees 18 minutes 05 seconds West 1645.78 feet.

Thence from said place of beginning and following Township Road 366 southerly, southwesterly, southeasterly, southwesterly, and southeasterly 3804.22 feet to the point of terminus on the westerly right-of-way line of relocated Township Road 366 where the above mentioned marked stone (found) at the northwest corner of the southwest quarter of said Section 8 bears North 26 degrees 32 minutes 21 seconds West 3467.50 feet.

Bearings in the description refer to the Grid Meridian of the Ohio Coordinate System (South Zone) as determined by solar observation.

This description prepared by Terry L. Steffl, Registered Professional Surveyor #6846, and is based on an actual field survey performed during August 1990.

Dedication of Relocated Township Road 366

Situated in the State of Ohio, County of Belmont and the Township of Flushing. Being part of Sections 7 and 8, Township 10, Range 6 and being a 40 foot wide strip more particularly described as follows:

Beginning at a point on the southerly right-of-way line of relocated Township road 803 where a marked stone (found) at the northwest corner of the southwest quarter of said Section 8 bears South 62 degrees 35 minutes 02 seconds West 1233.88 feet.

Thence from said place of beginning and following relocated Township Road 366 south-southeasterly 4116.26 feet to the point of terminus in the center of existing Township Road 366, where the above mentioned marked stone (found) at the northwest corner of the southwest quarter of said Section 8 bears North 26 degrees 38 minutes 01 second West 3702.90 feet.

Bearings in the description refer to the Grid Meridian of the Ohio Coordinate System (South Zone) as determined by solar observation.

This description prepared by Terry L. Steffl, Registered Professional Surveyor #6846, and is based on an actual field survey performed during August 1990.

Vacation of Township Road 803

Situated in the State of Ohio, County of Belmont and the Township of Flushing. Being part of Sections 8 and 14, Township 10 Range 6 and being a 40 foot wide right-of-way more particularly described as follows:

Beginning at a point on the southerly right-of-way line of County Highway 72 at the intersection with Township Road 803 where a marked stone (found) a the northwest corner of the southwest quarter of said Section 8 bears South 55 degrees 23 minutes 10 seconds West 2624.72 feet,

thence from said place of beginning and following Township Road 803 southerly, southwesterly, westerly, and southwesterly 4742.78 feet to the point of terminus on the westerly right-of-way line of relocated Township Road 803 where the above mentioned marked stone (found) at the northwest corner of the southwest quarter of said Section 8 bears North 43 degrees 53 minutes 30 seconds East 1762.28 feet.

Bearings in this description refer to the Grid Meridian of the Ohio Coordinate System (South Zone) as determined by solar observation.

This description prepared by Terry L. Steffl, Registered Professional Surveyor #6846, and is based on an actual field survey performed during August 1990.

Dedication of Relocated Township Road 803

Situated in the State of Ohio, County of Belmont and the Township of Flushing. Being part of Sections 8 and 14, Township 10 Range 6 and being a 40 foot wide strip more particularly described as follows:

Beginning at a point in the center of County Highway 72 at the intersection with relocated Township road 803 where a marked stone (found) at the northwest corner of the southwest quarter of said Section 8 bears South 36 degrees 08 minutes 44 seconds West 2316.75 feet,

thence from said place of beginning and following relocated Township Road 803 southwesterly, southeasterly, southwesterly, northwesterly, and southwesterly 5187.52 feet to the point of terminus in the center of existing Township Road 803, where the above mentioned marked stone (found) at the northwest corner of the southwest quarter of said Section 8 bears North 43 degrees 15 minutes 19 seconds East 1865.67 feet.

Bearings in this description refer to the Grid Meridian of the Ohio Coordinate System (South Zone) as determined by solar observation.

This description prepared by Terry L. Steffl, Registered Professional Surveyor #6846, and is based on an actual field survey performed during August 1990.

Said Board of County Commissioners has fixed the 30th day of November 2001, at 11:30 o'clock A.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 5th day of December 2001, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the
Board of County Commissioners,
Belmont County, Ohio
Darlene Pempek /s/
Darlene Pempek, Clerk

ADV. TIMES LEADER 2 Wednesdays, November 14, November 21, 2001

IN THE MATTER OF PUBLIC
ROAD PETITION FOR LOCATION OF
MELVIN RUTTER ROAD/PULTNEY TWP/
RD IMP 1060

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve the following Public Road Petition.

PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04

Belmont Co., Ohio
November 1, 2001

To the Honorable Board of County Commissioners of Belmont County, Ohio:

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the location of the Melvin Rutter Road located in Pultney Twp. Section 32 T-3 R-2 a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for locating such road, the same not being a road on the State Highway System.

The following in the general route and termini of said road:

Beginning at a point which is N 87° 58' 50" W 2667.61 feet from the SE corner Of the NE Quarter of Pultney Twp. Section 32 T-3 R-2 thence with the following 28 courses:

1. N 22° 10' 59" W 113.29'
2. N 01° 57' 26" W 90.29'

- 3. N 11° 51' 33" E 194.66'
- 4. N 00° 32' 17" E 179.84'
- 5. N 01° 55' 12" E 141.50'
- 6. N 00° 15' 24" E 231.51'
- 7. N 20° 47' 38" W 120.34'
- 8. N 50° 21' 21" W 158.12'
- 9. N 52° 16' 01" W 315.97'
- 10. N 38° 14' 59" W 355.82'
- 11. N 11° 49' 18" W 186.75'
- 12. N 05° 08' 41" W 270.97'
- 13. N 03° 58' 22" E 136.13'
- 14. S 74° 20' 04" W 31.85'
- 15. S 03° 58' 22" W 127.82'
- 16. S 05° 08' 41" E 275.11'
- 17. S 11° 49' 18" E 195.55'
- 18. S 38° 14' 59" E 366.56'
- 19. S 52° 16' 01" E 319.15'
- 20. S 50° 21' 21" E 149.70'
- 21. S 20° 47' 38" E 106.85'
- 22. S 00° 15' 24" W 225.51'
- 23. S 01° 55' 12" W 141.43'
- 24. S 00° 32' 17" W 177.23'
- 25. S 11° 51' 33" W 195.32'
- 26. S 01° 57' 26" E 99.27'
- 27. S 22° 10' 59" E 105.14'
- 28. S 87° 57' 53" E 32.90'

To the point of beginning.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF THE
LOCATION OF MELVIN RUTTER ROAD
LOCATED IN PULTNEY TWP, SEC 32, T3, R2
RD IMP 1060

Office of County Commissioners
Belmont County, Ohio

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition**

Mr. Olexo moved the adoption of the following:

RESOLUTION

WHEREAS, a Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to ²locate³ Melvin Rutter Road located in Pultney Twp, Sec 32, T3, R2 a Public Road as described therein; therefore be it

RESOLVED, that the 5th day of December, 2001 at 11:30 o'clock A.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site. and go over the line of said proposed improvement; and be it further

RESOLVED, that the 12th day of December 2001, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, that the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

Mr. Thomas seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

Mr. <u>Olexo</u>	,	<u>Yes</u>
Mr. <u>Thomas</u>	,	<u>Yes</u>
Mr. <u>Probst</u>	,	<u>Yes</u>

Adopted November 7, 2001

NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.05

ROAD IMP. # 1060

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the Matter of the ¹ location of the Melvin Rutter Road located in Pultney Township, Sec 32, T-3,R-2 general route and termini of which Road are as follows:

Beginning at a point which is N 87° 58' 50" W 2667.61 feet from the SE corner Of the NE Quarter of Pultney Twp. Section 32 T-3 R-2 thence with the following 28 courses:

- | | | |
|-----|-----------------|---------|
| 1. | N 22° 10' 59" W | 113.29' |
| 2. | N 01° 57' 26" W | 90.29' |
| 3. | N 11° 51' 33" E | 194.66' |
| 4. | N 00° 32' 17" E | 179.84' |
| 5. | N 01° 55' 12" E | 141.50' |
| 6. | N 00° 15' 24" E | 231.51' |
| 7. | N 20° 47' 38" W | 120.34' |
| 8. | N 50° 21' 21" W | 158.12' |
| 9. | N 52° 16' 01" W | 315.97' |
| 10. | N 38° 14' 59" W | 355.82' |
| 11. | N 11° 49' 18" W | 186.75' |
| 12. | N 05° 08' 41" W | 270.97' |
| 13. | N 03° 58' 22" E | 136.13' |
| 14. | S 74° 20' 04" W | 31.85' |
| 15. | S 03° 58' 22" W | 127.82' |
| 16. | S 05° 08' 41" E | 275.11' |
| 17. | S 11° 49' 18" E | 195.55' |
| 18. | S 38° 14' 59" E | 366.56' |
| 19. | S 52° 16' 01" E | 319.15' |
| 20. | S 50° 21' 21" E | 149.70' |
| 21. | S 20° 47' 38" E | 106.85' |
| 22. | S 00° 15' 24" W | 225.51' |
| 23. | S 01° 55' 12" W | 141.43' |
| 24. | S 00° 32' 17" W | 177.23' |
| 25. | S 11° 51' 33" W | 195.32' |
| 26. | S 01° 57' 26" E | 99.27' |
| 27. | S 22° 10' 59" E | 105.14' |
| 28. | S 87° 57' 53" E | 32.90' |

To the point of beginning.

Said Board of County Commissioners has fixed the 5th day of December 2001, at 11:30 o'clock A.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 12th day of December 2001, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the
Board of County Commissioners,
Belmont County, Ohio
Darlene Pempek /s/
Darlene Pempek, Clerk

ADV. TIMES LEADER 2 Fridays- November 23

IN THE MATTER OF APPROVING
ANNUAL MAINTENANCE AGREEMENT WITH
SIMPLEX GRINNELL FOR THE
FIRE ALARM SYSTEM/BELMONT COUNTY JAIL

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the annual maintenance agreement with Simplex Grinnell for the fire alarm control panel and related system for the Belmont County Jail in the amount of \$2,376.00.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF DISCUSSION HELD
ODNR RESPONSE TO LETTER IN REGARDS TO PROPOSED LANDFILL

Commissioner Thomas stated, "We received a letter from Michael Sponsler yesterday. It stated as follows" Commissioner Thomas read the letter for the press.

November 2, 2001

Belmont County Commissioners
101 West Main Street
St. Clairsville, OH 43950

Dear Commissioners:

The Division of Mineral Resources Management is in receipt of your letter concerning Belmont Coal mining and reclamation permit Application #10168. In addition to expressing concerns about the potential impacts of longwall mining within the application area, you also requested that we conduct a public meeting to discuss these concerns. Within the framework of Section 1513 of the Revised Code, such meetings are conducted as informal conferences.

We will be scheduling an informal conference pursuant to your (and other's) request. The purpose of an informal conference is to provide persons with an interest an additional opportunity to comment on the permit application. No decisions on the permit application will be made at that time. The informal conference will be scheduled within 60 days of the last date of publication and you will be notified of the date, time and location.

If we can be of any further assistance, please feel free to contact us.

Sincerely,
Michael L. Sponsler /s/
Michael L. Sponsler, Chief

Mr. John Repan stated he had spoken to someone from the EPA yesterday and said the EPA, "states the county will have control to monitor and the site will be open next year." Commissioner Olexo explained, " This is very much to the contrary to what we've been hearing. Who is the individual? You're information is incorrect." The Board informed Mr. Repan, he was given erroneous information. Commissioner Thomas stated, "This is a state issue. The Ohio EPA will monitor the site. The Commissioners have no say over and decisions made by the Ohio EPA. The state Senator and Representatives are the ones who have control over these issues. Commissioner Olexo stated, "It stands as a Board that we oppose the landfill. If we had control over this, we would not be having this discussion today." Commissioner Olexo continued that the county landfill was opened by the county, but the new landfill is a private business. Commissioner Thomas answered a question to why the county paid in a lawsuit filed that pertained to the county landfill, "Everyone in the county was sued. Everyone was offered a settlement. Litigation costs were too outrageous. Does it gall us to pay? Might as well settle." Commissioner Thomas again reiterated that Mr. Repan should gather the name of the person whom he spoke with at the Ohio EPA and the Commissioners would contact such person.

RECESS UNTIL 12:30 P.M.

IN THE MATTER OF DISCUSSION HELD
RE: UPDATE ON LANCIONE BUILDING

Danny Popp, DDP and Associates, came before the Board with an update on the Lancione building. He presented information to the Board detailing the progress and recommendations for this location. Mr. Popp stated he would like to wrap this up by the end of the month, then go to bid in December and begin the work in January. He continued that once the Board has time to review the information given, he would like some feedback. Mr. Popp suggested the Board consider a local competition be held to find a suitable sculpture for the eastern elevation of the Lancione building since there will be no courtyard. He stated the sculpture may want to be tied to justice and freedom following the current climate in our country. Another suggestion was to have a covered porch or canopy for the Board of Election entrance. Joselyn King, Reporter, Wheeling Intelligencer, asked how long until this project would be completed. Mr. Popp responded four months. Ms. King stated the Board of Elections could be in by the primary election.

IN THE MATTER OF THE
VACATION OF A PORTION CHURCH STREET
LOCATED IN FATHERMAC SUBDIVISION, COLERAIN TWP.
SEC 31, T-7, R-3/RD IMP 1059

OFFICE OF COUNTY COMMISSIONERS
BELMONT COUNTY, OHIO

Petitioned for by freeholders and others

Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Gen'l Code Sec. 6865

Mr. Olexo moved the adoption of the following:

RESOLUTION

WHEREAS, On the 7th day of November, 2001, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the even the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 14th day of November, 2001 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

Mr. Thomas seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

Mr. Olexo	,	<u>Yes</u>
Mr. Thomas	,	<u>Yes</u>
Mr. Probst	,	<u>Yes</u>

Adopted November 7, 2001

Darlene Pempek /s/
Clerk, Board of County Commissioners
Belmont County, Ohio

IN THE MATTER OF RESOLUTION
AUTHORIZING THE ISSUANCE OF
\$1,500,000 OF NOTES TO PAY PART
OF THE COST OF ACQUIRING AND
RENOVATING BUILDINGS TO HOUSE
DEPARTMENTS AND AGENCIES OF
BELMONT COUNTY AND OTHER POLITICAL
SUBDIVISIONS

Mr. Thomas moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF
\$1,500,000 OF NOTES TO PAY PART OF THE
COST OF ACQUIRING AND RENOVATING BUILDINGS
TO HOUSE DEPARTMENTS AND AGENCIES
OF BELMONT COUNTY AND OTHER
POLITICAL SUBDIVISIONS

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of acquiring and renovating buildings to house departments and agencies of Belmont County and other political subdivisions (the "Project"); and

WHEREAS, the County Auditor had heretofore estimated that the life of the improvement and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is thirty (30) years, and of notes to be issued in anticipation thereof is twenty (20) years;

WHEREAS, notes heretofore issued are about to mature and should be renewed I the amount of \$1,500,000; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from rentals to be received from departments and agencies of the County and other political subdivisions as well as the general revenues of the County and on such notes from such net revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues");

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in the principal amount of \$1,500,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately November 1, 2002, shall bear interest at the rate of approximately nine per cent (9%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding thirty (30) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of \$1,500,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall be issued in fully-registered form, without coupons; shall bear interest at the rate of _____ (2.22%) per annum, such interest to be payable at maturity; shall be dated the date of their issuance and shall mature Not more than one year from such date of issuance; shall not be subject to call for redemption at any time prior to maturity; shall be designated "County Buildings Bond Anticipation Notes, Second Series, First (2001) Renewal"; shall be issued in such numbers and denominations as may be requested by the purchaser; and shall be payable as to both principal and interest in federal funds of the United States of America at the office of National City Bank, St. Clairsville, Ohio (the "Paying Agent and Registrar"), which is hereby designated to be the paying agent, registrar and transfer agent for the Notes, without deduction for exchange, collection or service charges, to the person whose name appears on the Note registration records as the registered holder thereof. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. No transfer of any Note shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefore.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of the County Commissioners and the County Auditor, and may bear the County Auditor's seal, provided that all but one of such signatures, and such seal, may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution.

SECTION 5. That the notes shall be sold to Seasongood & Mayer, LLC, Cincinnati, Ohio at not less than par and accrued interest, in accordance with their offer to purchase which is hereby accepted, and the proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose such proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of such notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other bond anticipation note issues of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners, the terms of which are incorporated herein by reference.

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the

extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent that the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues or other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the county on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the Notes are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). This board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the county during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the county and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 11. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 12. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 13. That this resolution shall take effect immediately upon its adoption.

Mr. Probst seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Thomas; Mr. Probst; Mr. Olexo

NAYS: -----

ADOPTED, this 7th day of November 2001.

Darlene Pempek /s/
Clerk

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF RESOLUTION
AUTHORIZING THE ISSUANCE OF
\$2,800,000 OF NOTES TO PAY PART
OF THE COST OF ACQUIRING AND
CONSTRUCTING SANITARY SEWER
IMPROVEMENTS IN BELMONT
COUNTY SANITARY SEWER DISTRICT NO. 2

Mr. Thomas moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF
\$2,800,000 OF NOTES TO PAY PART OF THE
COST OF ACQUIRING AND CONSTRUCTING SANITARY
SEWER IMPROVEMENTS IN BELMONT
COUNTY SANITARY SEWER DISTRICT NO. 2

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of acquiring and constructing sanitary sewer improvements in the county, and particularly the Belmont County Force Main Extension Project (the "Project");

WHEREAS, the County Auditor had heretofore estimated that the life of the improvement hereinafter described is at least five (5) years, and has certified that the maximum maturity of the bonds issued therefore is forty (40) years, and of the notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, notes heretofore issued are about to mature and should be renewed I the amount of \$2,800,000; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from the net revenues of the County's Sanitary Sewer System in Belmont County Sanitary Sewer District No. 2 and on such notes from such net revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues");

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in the principal amount of \$2,800,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately November 1, 2002, shall bear interest at the rate of approximately nine per cent (9%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding thirty (30) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of \$2,800,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall be issued in fully-registered form, without coupons; shall bear interest at the rate of _____ (2.22%) per annum, such interest to be payable at maturity; shall be dated the date of their issuance and shall mature Not more than one year from such date of issuance; shall not be subject to call for redemption at any time prior to maturity; shall be designated "Sanitary Sewer Improvement Bond Anticipation Notes, Fifth Series, Seventh (2001) Renewal"; shall be issued in such numbers and denominations as may be requested by the purchaser; and shall be payable as to both principal and interest in federal funds of the United States of America at the office of National City Bank, St. Clairsville, Ohio (the "Paying Agent and Registrar"), which is hereby designated to be the paying agent, registrar land transfer agent for the Notes, without deduction for exchange, collection or service charges, to the person whose name appears on the Note registration records as the registered holder thereof. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. No transfer of any Note shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefore.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of the County Commissioners and the County Auditor, and may bear the County Auditor's seal, provided that all but one of such signatures, and such seal, may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution.

SECTION 5. That the notes shall be sold to Seasongood & Mayer, LLC, Cincinnati, Ohio at not less than par and accrued interest, in accordance with their offer to purchase which is hereby accepted, and the proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose such proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of such notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other bond anticipation note issues of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners, the terms of which are incorporated herein by reference.

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent that the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues or other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the county on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the Notes are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). This board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the county during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the county and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 11. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 12. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 13. That this resolution shall take effect immediately upon its adoption.

Mr. Probst seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Thomas; Mr. Probst; Mr. Olexo

NAYS: -----

ADOPTED, this 7th day of November 2001.

Darlene Pempek /s/
Clerk

IN THE MATTER OF RESOLUTION
AUTHORIZING THE ISSUANCE OF
\$205,000 OF NOTES TO PAY PART
OF THE COST OF ACQUIRING AND
CONSTRUCTING WATER SUPPLY
AND WATER WORKS IMPROVEMENTS
IN THE DEEP RUN AREA OF BELMONT
COUNTY SEWER DISTRICT NO. 3

Mr. Thomas moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF
\$205,000 OF NOTES TO PAY PART OF THE
COST OF ACQUIRING AND CONSTRUCTING WATER
SUPPLY AND WATER WORKS IMPROVEMENTS
IN THE DEEP RUN ARE OF BELMONT
COUNTY SEWER DISTRICT NO. 3.

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of acquiring and constructing water supply and water work improvements in the Deep Run Area of Belmont County Sanitary Sewer District No. 3 (the "Project"); and

WHEREAS, the County Auditor had heretofore estimated that the life of the improvement and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is thirty (30) years, and of notes to be issued in anticipation thereof is twenty (20) years;

WHEREAS, notes heretofore issued are about to mature and should be renewed I the amount of \$205,000; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from rentals to be received from departments and agencies of the County and other political subdivisions as well as the general revenues of the County and on such notes from such net revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues");

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in the principal amount of \$205,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately November 1, 2002, shall bear interest at the rate of approximately nine per cent (9%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding thirty (30) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of \$205,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall be issued in fully-registered form, without coupons; shall bear interest at the rate of _____ (2.22%) per annum, such interest to be payable at maturity; shall be dated the date of their issuance and shall

mature Not more than one year from such date of issuance; shall not be subject to call for redemption at any time prior to maturity; shall be designated "Water System Improvement Bond Anticipation Notes, First (2001) Renewal"; shall be issued in such numbers and denominations as may be requested by the purchaser; and shall be payable as to both principal and interest in federal funds of the United States of America at the office of National City Bank, St. Clairsville, Ohio (the "Paying Agent and Registrar"), which is hereby designated to be the paying agent, registrar and transfer agent for the Notes, without deduction for exchange, collection or service charges, to the person whose name appears on the Note registration records as the registered holder thereof. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. No transfer of any Note shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of the County Commissioners and the County Auditor, and may bear the County Auditor's seal, provided that all but one of such signatures, and such seal, may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution.

SECTION 5. That the notes shall be sold to Seasongood & Mayer, LLC, Cincinnati, Ohio at not less than par and accrued interest, in accordance with their offer to purchase which is hereby accepted, and the proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose such proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of such notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other bond anticipation note issues of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners, the terms of which are incorporated herein by reference.

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent that the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues or other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the county on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining

to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the Notes are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). This board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the county during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the county and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 11. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 12. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 13. That this resolution shall take effect immediately upon its adoption.

Mr. Probst seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Thomas; Mr. Probst; Mr. Olexo

NAYS: -----

ADOPTED, this 7th day of November, 2001.

Darlene Pempek /s/

IN THE MATTER OF RESOLUTION
CONSOLIDATING THREE BOND
ANTICIPATION NOTE ISSUES OF
THE COUNTY OF BELMONT, OHIO
INTO A CONSOLIDATED NOTE
ISSUE, AND ESTABLISHING THE
TERMS OF SUCH CONSOLIDATED
NOTE ISSUE

Mr. Thomas moved the adoption of the following resolution and establishing the terms and conditions of such consolidated note issuance:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. _____

RESOLUTION CONSOLIDATING THREE BOND
ANTICIPATION NOTE ISSUES OF THE COUNTY
OF BELMONT, OHIO INTO A CONSOLIDATED NOTE
ISSUE, AND ESTABLISHING THE TERMS
OF SUCH CONSOLIDATED NOTE ISSUE

WHEREAS, this Board of County Commissioners has adopted three resolutions authorizing the following general obligation bond anticipation note issues pursuant to Chapter 133 of the Ohio Revised Code for the purposes indicated: (1) \$1,500,000 County Building Bond Anticipation Notes, Second Series, First (2001) Renewal for the purpose of paying part of the cost of acquiring and renovating buildings to house departments and agencies of such County and other political subdivisions, (2) \$2,800,000 Sanitary Sewer Improvement Bond Anticipation Notes, Fifth Series, Seventh (2001) Renewal for the purpose of paying part of the costs of acquiring and constructing sanitary sewer improvements in Belmont County Sanitary Sewer District No. 2, and (3) \$205,000 Water System Improvement Bond Anticipation Notes, First (2001) Renewal for the purpose of paying part of the costs of acquiring and constructing water supply and water works improvements in the Deep Run area of Belmont County Sewer District No. 3 (such note issues are collectively referred to as the "2001 Series Notes"); and

WHEREAS, this Board of County Commissioners desires to issue and sell the 2001 Series Notes on a consolidated basis pursuant to Section 133.30(B) of the Ohio Revised Code and this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That pursuant to the provisions of Section 133.30(B) of the Ohio Revised Code, the 2001 Series Notes shall be consolidated into a single note issue which shall be designated "Various Purpose Bond Anticipation Notes" (such consolidated notes are hereinafter referred to as the "Consolidated Notes").

SECTION 2. That the Consolidated Notes shall be issued under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. The Consolidated Notes shall (i) be dated as of the same date as the 2001 Series Notes, (ii) be in a principal amount equal to the sum of the aggregate principal amounts of the 2001 Series Notes, (iii) be numbered from R-1 upwards in order of issuance, (iv) be of the denominations requested by the purchaser, (v) mature on the date the 2001 Series Notes mature in an amount equal to the sum of the maturity amounts for the 2001 Series Notes for such date, and (vi) bear interest payable at maturity at a rate equal to the rate of interest on the 2001 Series Notes.

The Consolidated Notes shall not be subject to optional redemption.

It is hereby determined by this Board of County Commissioners that the issuance of the Consolidated Notes provided herein are in the best interests of the County and that the maturity provisions set forth above are consistent with the aggregate of the separate maturities of the respective resolutions authorizing the 2001 Series Notes.

SECTION 3. That the Consolidated Notes shall express upon their faces a summary statement of purposes encompassing the purposes stated in the resolutions authorizing the 2001 Series Notes and that they are issued in pursuance of this resolution. The Consolidated Notes shall be in fully registered form without coupons, shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimile signatures, and may bear the seal of such County Auditor or a facsimile thereof. The Consolidated Notes shall be payable as to both principal and interest in federal funds of the United States of America at the office of National City Bank, St. Clairsville, Ohio (the "Paying Agent and Registrar"), which is hereby designated to be the paying agent, registrar and transfer agent for the Notes, without deduction for exchange, collection or service charges, to the person whose name appears on the Note registration records as the registered holder thereof. The Consolidated Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

The Consolidated Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Consolidated Note during the 15-day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Consolidated Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

The County and the Paying Agent and Registrar may deem and treat the registered holders of the Consolidated Notes as the absolute owners thereof for all purposes, and neither the County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That the provisions of the respective resolutions authorizing the 2001 Series Notes relating to security and sources of payment, federal tax status of the 2001 Series Notes and of interest payable thereon, are hereby incorporated by reference into this resolution and the Consolidated Notes.

SECTION 5. That the Consolidated Notes shall be sold to Seasongood & Mayer, LLC, Cincinnati, Ohio (the "Purchaser") at the price of 100% of the principal amount thereof plus accrued interest in accordance with their offer to purchase which is hereby accepted. The proceeds from the sale of the Consolidated Notes, except as any premium and accrued interest received, shall be apportioned, deposited and credited in accordance with Section 133.32 of the Ohio Revised Code to the respective purposes and funds in accordance with the amount of each issue of 2001 Series Notes and for which purposes such proceeds are hereby appropriated. Any premium and accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of the Consolidated Notes in the manner provided by law.

SECTION 6. That for purposes of this resolution, the following terms shall have the following meanings:

"Book entry form or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Consolidated Notes may be transferred only through a book entry, and (ii) physical Consolidated Note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Consolidated Notes "immobilized" to the custody of the Depository, and the

book entry maintained by others than this County is the record that identifies the owners of beneficial interests in those Consolidated Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Consolidated Notes or principal and interest, and to effect transfers of Consolidated Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Consolidated Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Consolidated Notes, notwithstanding any other provision of this resolution. If and as long as a book entry system is utilized with respect to any of such Consolidated Notes: (i) there shall be a single Consolidated Note of each maturity; (ii) those Consolidated Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Consolidated Notes in book entry form shall have no right to receive Consolidated Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Consolidated Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Consolidated Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Consolidated Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this County's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date; and (ii) in all other cases, upon presentation and surrender of Consolidated Notes as provided in this resolution.

The Paying Agent and Registrar may, with the approval of this County, enter into an agreement with the beneficial owner or registered owner of any Consolidated Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Consolidated Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this resolution, without prior presentation or surrender of the Consolidated Note, upon any conditions which shall be satisfactory to the Paying Agent and Registrar. That payment in any event shall be made to the person who is the registered owner of that Consolidated Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Consolidated Notes. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this resolution.

The County Auditor is authorized and directed without further action of this Board of County Commissioners to execute, acknowledge and deliver, in the name of and on behalf of this County, a blanket letter agreement between this County and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Consolidated Notes to the Depository for use in a book entry system, and to take all other actions they deem appropriate in issuing the Consolidated Notes under a book entry system.

If any Depository determines not to continue to act as Depository for the Consolidated Notes for use in a book entry system, this County and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this resolution. If this County and the Paying Agent and Registrar do not or are unable to do so, this County and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Consolidated Notes from the Depository and authenticate and deliver Consolidated Note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Consolidated Notes), if the event is not the result of action or inaction by this County or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 7. That the Consolidated Notes are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). This board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the county during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the county and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with

respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 8. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Consolidated Notes hereby authorized in such manner and to such extent, if any, and take such other actions as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code and the regulations prescribed thereunder, including any expenditure requirements, investment limitations or rebate requirements. The County Auditor and other appropriate officers, or any other officer having responsibility with respect to the issuance of such Consolidated Notes is authorized and directed to give an appropriate certificate on behalf of this County on the date of delivery of the Consolidated Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

SECTION 9. That the form of preliminary official statement with respect to such Consolidated Notes now on file with this Board of County Commissioners, the distribution thereof to prospective purchasers of the Consolidated Notes, and the deeming thereof to be final in accordance with Rule 15c-2-12(b)(1) of the Securities and Exchange Commission, except for certain information which has been omitted in accordance with such Rule and which will be provided in the final official statement, are hereby authorized, approved, ratified and confirmed. Any two members of this Board of County Commissioners or the County Auditor are each hereby authorized, separately or with others and without further action of this Board of County Commissioners, to execute and deliver the final official statement on behalf of this County, in substantially the form submitted to this Board of County Commissioners with such changes as the signers thereof may approve, to the purchaser of the Consolidated Notes for distribution to prospective purchasers of the Consolidated Notes and other interested persons. Such final official statement shall be prepared in accordance with the requirements of Rule 15c2-12(b)(3) of the Securities and Exchange Commission, in order that this County may provide or cause to be provided a reasonable number of final official statements to the purchasers of the Consolidated Notes within seven business days of the date of the final agreement to sell the Consolidated Notes, and such signers are hereby authorized to make such determinations regarding the final official statement as are required by such Rule.

SECTION 10. That this Board of County Commissioners hereby covenants and agrees that it will execute, comply with and carry out all of the provisions of a continuing disclosure certificate dated the date of issuance and delivery of the Consolidated Notes (the "Continuing Disclosure Certificate") in connection with the issuance of the Consolidated Notes. Failure to comply with any such provisions of the Continuing Disclosure Certificates shall not constitute a default on the Consolidated Notes; however, any holder of the Consolidated Notes may take such action as may be necessary and appropriate, including seeking specific performance, to cause this Board of County Commissioners to comply with its obligations under this section and the Continuing Disclosure Certificate.

SECTION 11. That the County Auditor is hereby authorized without further action of this Board of County Commissioners to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Consolidated Notes, in each case in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 12. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 13. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 14. That this resolution shall take effect immediately upon its adoption.

Mr. Probst seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Thomas; Mr. Probst; Mr. Olexo
NAYS: -----

ADOPTED, this 7th day of November, 2001.

Darlene Pempek /s/
Clerk, Board of County Commissioners
Belmont County, Ohio

November 7, 2001

For the \$4,505,000 Belmont County, Ohio, Various Purpose Bond Anticipation Notes, dated November 20, 2001, and to mature November 19, 2002, bearing interest at the rate of 2.22%, interest payable at maturity, we will pay you the par value thereof plus accrued interest to date of delivery. These Notes are to be payable in Federal Reserve Funds at National City Bank, St. Clairsville, Ohio.

This offer is made subject to the following conditions:

1. We are to receive the unconditional approving opinion of Peck, Shaffer & Williams LLP, Columbus, Ohio, for which you will pay. In addition thereto, we wish the opinion to apply to the bank qualification of the Notes and to the effect that in the opinion of Bond Counsel, based upon present laws, regulations, rulings and decisions in effect on the date of delivery of the Notes, interest on the Notes is exempt from Federal income tax upon the conditions and subject to certain limitations, except for interest on the Notes held by corporations which is includable in the computation of such corporations' adjusted net book income, adjusted current earnings or modified alternative minimum taxable income.

2. Note blanks ready for signature in denominations suitable to us, will be supplied by you.

3. Any additional issuance expenses to be paid by you, including printing costs, paying agent fees, CUSIP fee, OMAC fee, DTC fee, etc.

4. This offer is made for immediate acceptance or rejection.

5. The Notes are to be delivered to us in our offices on or before November 20, 2001.

6. The Underwriters shall have the right to cancel their obligation to purchase the Notes, by notifying you of their election to do so, if (i) the President of the United States or any agency or instrumentality of the Federal Government should announce a plan, program or proposed legislation which, if implemented or adopted, would affect the tax-exempt nature of the interest on the Notes or (ii) between the date hereof and the Closing, legislation shall have been enacted or introduced by the Congress of the United States or shall have been reported out of committee or be pending in committee or a decision shall have been rendered by a court of the United States or the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or Ohio authority, with respect to interest received on obligations of the general character of the Notes, that in our reasonable judgment, materially adversely affects the market for the Notes or the market price generally of obligations of the general character of the Notes, or (iii) there shall have occurred any outbreak of hostilities or other local, national or international calamity or crisis, or a default with respect to the debt obligations of , or the institution of proceedings under the federal bankruptcy laws by or against, any State of the United States or agency thereof, or any city in the United States having a population of over one million, the effect of which on the financial markets of the United States will be such as, in our reasonable judgment, makes it impracticable for the Underwriters to market the Notes or to enforce contracts for the sale of the Notes, or (iv) there shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction, or (v) a general banking moratorium shall have been declared by either federal, New York or Ohio authorities having jurisdiction and be in force, or (vi) legislation shall be enacted or be proposed or actively considered for enactment, or a decision by a court of the United States shall be rendered, or a ruling, of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made to the effect that the Notes or any securities of the political subdivision or any securities similar to the type contemplated herein (exclusive of industrial development bonds as defined by Section 103 (c) of the Internal Revenue Code, as amended) are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, or any indentures similar to the indenture are not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect, or (vii) there shall have been any material adverse change in the affairs of the political subdivision, or (viii) there shall be established by the Federal, Ohio or New York State government wage or price controls, or credit constraints, which, in the reasonable opinion of the Underwriters would affect their ability to market the Notes.

7. The County certifies that the Notes are classified as "qualified tax-exempt obligations" under the Tax Reform Act of 1986.

8. Upon acceptance by proper action of the Board of Commissioners of the County this instrument shall become a binding contract between us according to its terms.

Respectfully submitted,
SEASONGOOD & MAYER, LLC
BY: Joseph P. Magdich, /s/
Joseph P. Magdich, Senior Principal

Accepted for and on behalf of the COUNTY OF BELMONT, OHIO under authorization previously granted by the County Commissioners this 7th day of November, 2001.

By: Ryan E. Olexo /s/
By: Charles R. Probst, Jr. /s/
By: Mark A. Thomas /s/

IN THE MATTER OF CERTIFYING
ALL DELINQUENT WATER AND SEWER RATES
AND CHARGES TO THE COUNTY AUDITOR
FOR COLLECTION-#2, #3 (WATER)
#1, #2, #2B, #3A, #3B, AND #3C (SEWER)

Motion made by Mr. Probst, seconded by Mr. Olexo requesting the Director of the Belmont County Sanitary Sewer District #2, #3 (Water) and #1, #2, #2B, #3A, #3B and #3C (Sewer) to certify all delinquent water and sewer rates and changes to the County Auditor of Belmont County, the same to be placed on the Tax Duplicate and collected in the same manner as other real estate taxes for the year 2001.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING
CHANGE ORDERS FOR THE
BELMONT COUNTY FOX COMMERCE PARK PROJECT
FOR THE JAMES WHITE CONTRUCTION CO.

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve Change Orders for the Belmont County Fox Commerce Park Project as follow:

Owner: Belmont County Commissioners
Contractor: James White Construction Company

Change Order No. 2 -error in original bid on Item 74-should have been 251 feet of 36" pipe, not 15" pipe-Net price increase \$11,044.00.

Change Order No. 3-Additonal stones for Headwall at Grady Pond Park-
Net Price Increase \$2,490.00

Change Order No. 4-Modification of two signs-Net price increase \$2,530.00

Change Order No. 5-Elimination of some plantings-Net price decrease \$-8,100.00

Change Order No. 6-add granular shoulders along T.R. 808-Net price increase \$3,100.00

Change Order No. 7-adjustment to plan quantities from final as built field quantities-
Net price increase \$55,624.10

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF APPROVING
PAYMENT OF REQUISITION NO. 13
FOR THE FOX COMMERCE INDUSTRIAL PARK PROJECT

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the payment of Requisition No. 13 for the Fox Commerce Industrial Park Project to the James White Construction Company in the amount of \$87,334.23 based upon the recommendation of William Street, Street Engineering and Surveying.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING
QUARTERLY FINANCIAL REPORT FORM/
OAKVIEW JUVENILE REHAB DISTRICT

Motion made by Mr. Probst, seconded by Mr. Thomas authorizing Commissioner President Ryan E. Olexo to sign and submit the Quarterly Financial Report Form for the Oakview Juvenile Rehabilitation District, Subgrant No. 1999-JB-013-A112, Subgrant Title: Aftercare Program, Report Period Ending: 9/30/01, Final Report.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF THE
VACATION OF MAIN STREET
AND 4 ALLEYS AND REDEDICATION OF
CR 64 IN SHEPHERDSTOWN/WHG TWP/
RD IMP 1058 Public Road**

**Office of County Commissioners
Belmont County, Ohio**

RESOLUTION - ORDER TO CLOSE ROAD
Sec. 5563.01 R.C.

Mr. Olexo moved the adoption of the following Resolution:

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and

WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated and rededicated, as order heretofore, made on journal of the date of August 15, 2001, and a copy of this resolution be forwarded to the Wheeling Township Trustees.

Mr. Probst seconded the Resolution and the roll being called upon its adoption the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

Adopted the 7th day of November, 2001

Darlene Pempek /s/
Clerk, Board of County Commissioners
Belmont County, Ohio

IN THE MATTER OF DISCUSSION HELD
RE: BUILDING AND GROUNDS SUPERVISOR ISSUES

William Eddy, Building and Grounds Supervisor came before the Board to discuss the chimes on the courthouse that have not worked for over three years. Mr. Eddy stated, "The cost to repair the chimes became too high. The parts are obsolete- it runs on Power tubes, I stopped repairing it when it became too costly. To replace it - the price given to me at that time was thirteen thousand. I shelved it then. I brought it in earlier this year and Mr. Pappano said there is funding. I have recently contacted Moore's Music Emporium and was quoted a verbal price of five thousand dollars for a system with a computer program. C.A. House stated they would have to subcontract out this work and it would cost eleven thousand. The original funding for this began in 1973 with the Allen Memorial Fund."

Commissioner Thomas stated, "Three or four residents have recently approached me wondering about the chimes. In my youth, growing up in St. Clairsville, I became accustomed to hearing the chimes, I miss it. I would like to see it now, with the holidays approaching and the War on Terrorism."

Mr. Eddy stated the most recent bid was eight thousand cheaper than before. Commissioner Olexo asked if Mr. Eddy had specs for this job or a general idea of what it would consist of. Mr. Eddy stated he had a basic general idea. "A disk set however you want it. This one is outer space compared to what the old one was." The Board questioned if it was processor driven and downloadable with components to put in a disk of choice. Mr. Eddy suggested he contact Ed Moore of Moore's Emporium to come in and give specifications. Commissioner Thomas asked that this be done and that the Commissioners be assured the chimes will reach all the residents and not just be heard on the Courthouse steps.

Mr. Eddy then moved to the issues surrounding the Bethesda Learning Center. He stated, "Previously, Mr. Pat Schwallie stated that Mid East Ohio out of Zanesville could do the work, however, we have found out they cannot. I contacted Davison Electric, who has previously worked for the county. Keep in mind this could be thought of as part of a renovation process which was both started and stopped last year." Commissioner Olexo clarified for the public that this renovation is an attempt to bring people and business into this building. Mr. Eddy continued, "We are attempting to provide a service. We need to tie this to the original renovation. Currently classes are utilizing one room of the building."

Another issue being brought by Mr. Eddy to the Board's attention was the report by Tony Humphrey, Maintenance Supervisor, Justice Center Jail. Mr. Humphrey had informed Mr. Eddy that a previous employee had entered the building using an old code or his old card. Mr. Eddy stated, "Erb Electric is looking at changing the key code and the cost will be \$1,961.00. Security is the issue here. This system would be similar to the other system." Mr. Eddy stated he had only obtained one quote and saw the need to obtain more. Commissioner Thomas asked if Sheriff Thomas McCort was aware of this incident. Mr. Eddy responded that he was sure he was. Commissioner Thomas said, "I am not sure, this is a little premature. We all recognize the problem. Are employees following proper channels?" Mr. Eddy said he understood the need to get all involved, and he would take care of that.

IN THE MATTER OF DISCUSSION HELD
RE: OTHER ISSUES

Joselyn King, Reporter, Wheeling News Register questioned the contract for the building of the Oakview Juvenile Rehabilitation District. Darlene Pempek, Clerk for the Commissioners stated, "Chad Sokolowksi (Oakview Juvenile District Director) informed the Board that all the bids received for this project were 17% over the estimated cost. Chad stated the project would have to be re-bid."

IN THE MATTER OF ADJOURNING
MEETING AT 1:05 P.M.

Motion made by Mr. Olexo, seconded by Mr. Probst to adjourn the meeting at 1:05 P.M.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

Read, approved and signed this 9th day of November A.D., 2001.

_____ COUNTY COMMISSIONERS

We, Ryan E. Olexo 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