

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 July 3, 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. Probst all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
Avaya, Inc.	Misc. lease payments-General	1,946.84
Belmont County Human Service	July mandated share-General	30,119.75
Joseph A. Gaudio, Treasurer	1999 & 2000 taxes-General	4,281.15
Stenger Business	Printer ribbons/Eastern Ct-General	28.50
Belmont National Bank	Conference expenses-General	1,926.15
Grace L. Hoffman, Attorney	Fees, guardianship case-Probate Court	219.60
Crossroads Counseling Services	Drug court counseling-Juvenile Court	9,258.84
Dell Marketing L.P.	Laptop for SPIRIT program-Juvenile Ct	2,651.00
Gabriel Brothers	Clothing/Child in court custody-Juv Ct	98.91
Belmont National Bank	Computer loan-Northern Ct-Bond Retire.	1,747.64
McGhee Office Supply	Supplies-Western Court Computer	744.81

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 in the following amounts dated for July 6, 2001.

FUND	AMOUNT
General	\$9,573.06
General/Sheriffs	\$897.26, 1,227.62
General/Disaster Services	\$351.33
Litter Control	\$91.89
Department of Job & Family Services/PA Account	\$500.00, \$66,447.90, \$4,792.28, \$3,516.14
Department of Job & Family Services/Children Services	\$3,333.30, \$30,603.21
Juvenile Court C Cap	\$227.81, \$342.96
Disaster Services L.E.P.C.	\$734.00
Clerk of Courts Certificate of Title Admin.	\$333.30

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
SSD #2 P053P08 Projects	SSD #2 P053-P07 Services	\$12,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER
WITHIN FUND FOR THE DOG AND KENNEL FUND

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer within fund for the Dog and Kennel Fund.

FROM	TO	AMOUNT
B000-B02 Salaries	B000-B10 Medicare	\$47.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER
OF FUNDS TO THE GENERAL FUND
/ CHOICE SPENDING ACCOUNT BALANCES**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer of funds to the Belmont County General Fund / Choice Spending Account balances.

FROM	TO	AMOUNT
Y099-Y31 Choice Spending 1995-1996	A047-A00 Transfers In	\$166.19
Y099-Y30 Choice Spending 1996-1997	A047-A00 Transfers In	286.27
Y099-Y29 Choice Spending 1997-1998	A047-A00 Transfers In	86.60
Y099-Y28 Choice Spending 1998-1999	A047-A00 Transfers In	161.16
Y099-Y27 Choice Spending 1999-2000	A047-A00 Transfers In	246.25

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING
REQUEST TO TRAVEL FOR BCDJFS EMPLOYEES**

Motion made by Mr. Thomas, seconded by Mr. Olexo to grant the requests to travel for the following employees of Belmont County Job and Family Services Department.

Name: Nada Hanes
 Destination: Columbus, Ohio
 Dates of travel: December 3-5, 2001
 Purpose: CRIS-E training
 Estimated expenses: \$262.80

Name: Randy Fisher, Sue Vinka, Nada Hanes
 Destination: Cambridge, Ohio
 Dates of travel: October 4, 2001
 Purpose: IVES Processing CRIS E
 Estimated expenses: \$61.05

Name: Lori Figura
 Destination: Cambridge, OH
 Dates of travel: October 30-31, 2001
 Purpose: Processing Medicaid training
 Estimated expenses: \$82.10

Name: Jackie VanNest
 Destination: Cambridge, Ohio
 Dates of travel: November 1-2, 2001
 Purpose: Processing Medicaid training
 Estimated expenses: \$82.10

Name: Jenny Sechrest
 Destination: Cambridge, OH
 Dates of travel: November 8-9, 2001
 Purpose: Processing Medicaid training
 Estimated expenses: \$82.10

Name: Jackie Vannest, Jenny Sechrest
 Destination: Cambridge, Ohio
 Dates of travel: December 13-14, 2001
 Purpose: Case Management 202
 Estimated expenses: \$82.10

Upon roll call the vote was as follows:

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

**IN THE MATTER OF BID OPENING
FOR REQUEST FOR PROPOSALS
FOR REMOVAL OF BRICK PAVERS IN FRONT OF COURTHOUSE/
BUILDINGS AND GROUNDS**

BID OPENING

This being the day and 9:30 A.M. being the hour that proposals were to be on file in the Commissioners Office for the removal of brick pavers in front of the Courthouse, they proceeded to open the following bids.

Bridgeport Construction, Inc.	\$8.25 per sq. ft.
Ponzani Landscaping	\$2.00 per sq. ft.
St. Clairsville, Ohio	6.00 per sq. ft. (Alternate)

Present for the bid opening were Joselyn King, Intelligencer, Jeremy Midei, Times Leader.

Motion made by Mr. Olexo, seconded by Mr. Thomas to turn bids over to the Clerk of the Board to hold for review and recommendation from Bill Eddy, Building and Grounds Superintendent.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CONTRACT BETWEEN
BELMONT COUNTY COMMISSIONERS AND
LASH EXCAVATING & PAVING FOR
PROJECT 01-5 RESURFACING COUNTY HIGHWAY 4
COLERAIN-MARTINS FERRY PIKE/ENGINEER'S**

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

CONTRACT WITH BELMONT COUNTY COMMISSIONERS
PROJECT 01-5 RESURFACING COUNTY HIGHWAY 4
(COLERAIN-MARTINS FERRY PIKE)

AUDITOR'S OFFICE, BELMONT COUNTY, OHIO

THIS AGREEMENT made and entered into this 6TH day of July, 2001 between **LASH EXCAVATING & PAVING**, P.O. Box 296, Colerain, Ohio 43916 and Ryan Olexo, Charles Probst, Jr., and Mark Thomas Commissioners of Belmont County, WITNESSETH that the said **LASH EXCAVATING & PAVING** 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.

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

APPROX. QUAN.	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
			BID	AMT. BID
2430 gal.	407	Tack Coat	\$.94	2,284.20
563 C.Y.	448	Asphalt Concrete		
		Intermed course Type I	54.79	30,846.77
1126 C.Y.	448	Asphalt Concrete		
		Surface type I	54.79	61,693.54
346 C.Y.	617	Compacted Aggregate	26.55	9,186.30
3.54 Miles	614	Temp Centerline	192.00	679.68
3.54 Miles	642	Centerline type I or II	595.00	2,106.30
7.08 Miles	642	Edgeline Type I or II	441.00	3,122.28
		Total		\$109,919.07

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 **LASH EXCAVATING & PAVING** 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	LASH EXCAVATING & PAVING
<u>Ryan E. Olexo /s/</u>	<u>By: David P. Lash, Jr./s/</u>
<u>Charles R. Probst, Jr. /s/</u>	<u>David P. Lash, Jr.</u>
<u>Mark A. Thomas /s/</u>	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CONTRACT BETWEEN
BELMONT COUNTY COMMISSIONERS AND
LAKE ERIE CONSTRUCTION COMPANY FOR
COUNTY ROAD 4 & 16 GUARDRAIL PROJECT/ENGINEER'S**

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

CONTRACT WITH BELMONT COUNTY COMMISSIONERS
COUNTY ROAD 4 & 16 GUARDRAIL PROJECT

AUDITOR'S OFFICE, BELMONT COUNTY, OHIO

THIS AGREEMENT made and entered into this 6TH day of July, 2001 between **LAKE ERIE CONSTRUCTION COMPANY**, 25 South Norwalk Road, Norwalk, OH 44857 and Charles R. Probst, Jr., Mark Thomas and Ryan Olexo, Commissioners of Belmont County, WITNESSETH that the said **LAKE ERIE CONSTRUCTION COMPANY** hereby agrees to furnish all service, labor, material and equipment to do all work requisite necessary to replace guardrail along County Highways 4 and 16 and other related work in accordance with Bid Document, Contract Provisions, Federal-Aid Construction, plans and specifications.

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

APPROX. LF	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
6,125	606	Guardrail type 5-----	7.80	\$47,775.00

35 each	606	Anchor assembly Type A-----	550.00	19,250.00
4 each	606	Anchor assembly Type T-----	475.00	1,900.00
4 each	606	Bridge terminal assembly Type 2-----	525.00	2,100.00
LUMP	614	Maintaining traffic-----	650.00	650.00
LUMP	624	Mobilization-----	925.00	925.00
		Total Amount-----		\$72,600.00

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 **LAKE ERIE CONSTRUCTION COMPANY** 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	LAKE ERIE CONSTRUCTION CO.
<u>Ryan E. Olexo</u> /s/	<u>By: David P. Bleile</u> /s/
<u>Charles R. Probst, Jr.</u> /s/	David P. Bleile
<u>Mark A. Thomas</u> /s/	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF VACATION
OF A 15' ALLEY IN KINSMAN/
WHEELING TOWNSHIP/RD IMP 1056**

"Hearing Had-9:45 A.M."

REPORT OF COUNTY ENGINEER
REV. CODE, SEC. 5553.06

County Engineer's Office
Belmont County, Ohio

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

The undersigned, in obedience to your order, dated June 29, 2001, proceeded on the 30th day of June, 2001, to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should not be granted.

An accurate and detailed description of the proposed improvement describing therein the centerline and right of way lines follow:
See attached map

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement be granted to-wit:

Fred F. Bennett, P.E., P.S. /s/
County Engineer of Belmont County, Ohio

Under discussion: County Engineer Fred Bennett recommended dismissing the petition for Road Improvement 1056. Mr. Bennett stated that the portion of the road requested to be closed was already vacated in 1993 and there was misinformation in the petition.

**IN THE MATTER OF DENYING THE VACATION
OF A PORTION OF A 15' ALLEY
IN KINSMAN/WHEELING TOWNSHIP/RD IMP. 1056**

JOURNAL ENTRY-DISMISSAL OF PETITION

Mr. Olexo moved the adoption of the following

RESOLUTION

WHEREAS, This day this cause came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioner do find said improvement will not serve the public convenience and welfare, and the same is therefore refused.

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

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

Adopted the 6th day of July, 2001

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

IN THE MATTER OF OPWC
PROJECT GRANT AGREEMENT/
OHIO LOCAL TRANSPORTATION IMPROVEMENT
PROGRAM/RE: BEL-04-18.22 BRIDGE REPLACEMENT
PROJECT

Motion made by Mr. Olexo, seconded by Mr. Probst to enter into the following agreement.

OHIO PUBLIC WORKS COMMISSION
PROJECT GRANT AGREEMENT
OHIO LOCAL TRANSPORTATION IMPROVEMENT PROGRAM

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Agreement is entered into this 1st day of July, 2001 by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and Belmont County, Belmont County (hereinafter referred to as the "Recipient"), located at 101 West Main Street, St. Clairsville, Ohio 43950-, in respect of the project named BEL-04-8.25 Bridge Replacement Project, and as described in Appendix A of this Agreement, (hereinafter referred to as the "Project") to provide an amount not to exceed Two Hundred Sixteen Thousand, Eighty Dollars (\$216,080) for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

WHEREAS, the Local Transportation Improvement Fund created under Section 164.14 of the Revised Code is to benefit local subdivision (as hereinafter defined) for the construction, reconstruction, improvement, or planning of transportation infrastructure (as hereinafter defined);

WHEREAS, pursuant to Section 164.05 of the Revised Code, the Director of the OPWC is empowered to (i) enter into agreements with one or more Local Subdivisions to provide loans, grants, and local debt support and credit enhancements for Capital Improvements Projects (as hereinafter defined); and (ii) authorize payments to Local Subdivisions or their Contractors (as hereinafter defined) for costs incurred for Capital Improvement Project which have been approved by the Director;

WHEREAS, Section 164.14 of the Revised Code, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Divisions C and E of Section 164.14 of the Revised Code;

WHEREAS, Section 164.14 of the Revised Code permit a grant of funds for such a Capital Improvement Project to be expended or provided only after the District has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

WHEREAS, the Recipient desires to engage in the construction, reconstruction, improvement, or planning of the Capital Improvement Project (the "Project") described in Appendix A of this Agreement;

WHEREAS, the Project described in Appendix A of this agreement has been duly recommended to the Director pursuant to Section 164.14 of the Revised Code by the District Public Works Integrating Committee of the Recipient; and

WHEREAS, the Director desires to approve the Recipient's request for a grant of financial assistance to finance certain costs of the Project, such moneys being allocated out of the State and Local Government Highway Distribution Fund to the Local Transportation Improvement Fund in the State Treasury;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

SECTION 1. Definitions and General Provisions. The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates another or different meaning or intent.

"Act" means Chapter 164 of the Revised Code, enacted and amended thereunder, together with Chapter 164-1 of the Ohio Administrative Code (the "Administrative Code").

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement" or "Capital Improvement Project" means the acquisition, construction, reconstruction, and improvement, roads and bridges of Local Subdivisions, including real property, interests in real property, and facilities and equipment of Local Subdivisions related or incidental thereto.

"Chief Executive Officer" means the Chief Executive Officer of the Recipient and as designated pursuant to Section 6 hereof or his authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the Chief Fiscal Officer of the Recipient and as designated pursuant to Section 6 hereof or his authorized designee as per written notification to the Director.

"Contractor" means a person who has a direct contractual relationship with the Recipient and is (i) the manufacturer of all or a portion of the Project, or (ii) the provider of labor,

materials or services in connection with the acquisition, construction, reconstruction, expansion, improvement or engineering of the Project, or both.

"Cost of Capital Improvement Projects" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering Capital Improvement Projects, and, as applicable, related financing costs.

"District Committees" means the District Public Works Integrating Committees created pursuant to Section 164.04 of the Revised Code, the Executive Committees created pursuant to Section 164.04 of the Revised Code, and District Subcommittees created pursuant to Section 164.14 of the Revised Code.

"Fund" means the Local Transportation Improvement Fund created pursuant to Section 164.14 of the Revised Code.

"Governing Body" means the board of county commissioners or a county council if a county; the legislative authority if a municipal corporation; the board of township trustees if a township;

"Local Subdivision" means any county, municipal corporation, or township of the State.

"Participation Percentages" means the percentage of the total actual project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual project costs that will be contributed by the Recipient. Both of these percentages are identified in Appendix D. In the event that the total actual project costs exceed the estimated project costs identified in Appendix D, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project and as designated pursuant to Section 6 hereof, or his authorized designee as per written notification to the Director.

"Reimbursing" means the use of funds granted to the Recipient pursuant to Revised Code Section 164.14 as reimbursement to the Recipient for funds expended on the Project by the Recipient, and which did not in any way inflate costs of the Capital Improvement Project.

"State" means the State of Ohio.

"Transportation Infrastructure" means any highways, roads, streets, or bridges and the necessary safety appurtenances thereto constructed, reconstructed, expanded, improved, or engineered on authority of funds allocated pursuant to Section 164.14 of the Revised Code.

Any reference herein to public boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Revised Code shall include section, provision or chapter as from time to time may have been duly amended, modified, supplemented, or superseded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "hereby", "hereto," "hereunder", and similar terms refer to this Agreement and term "hereafter" means after, and the term "heretofore" means before the effective date of this Agreement.

SECTION 2. Grant of Financial Assistance. Subject to the terms and conditions contained herein, the Grantor hereby grants to the Recipient moneys from the Fund, not to exceed the amount, as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the Grantor under this Agreement for the completion of the Project described in Appendix A of this Agreement.

SECTION 3. Local Subdivision Contribution. The Recipient shall, at a minimum, contribute to the Project (the "Local Subdivision Contribution") the Local Subdivision Participation Percentage as set forth in Appendix D of this Agreement. The Local Subdivision Contribution to the Project shall be for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project as defined and described in Appendix A of this Agreement.

SECTION 4. Notice to Proceed. Work shall not commence on this Project until the Director has issued a written Notice to Proceed to the Recipient. A Notice to Proceed shall be required for all project prime contractors or direct procurement initiated by the Recipient following execution of this Agreement.

SECTION 5. Project Schedule. Construction must begin within 30 days of the date set forth in Appendix A, Page 2 for the start of construction, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

SECTION 6. Disbursements. All payments made by the Grantor shall be made directly to the Contractor that performed the work and originated the invoice, unless the Grantor expressly authorizes Recipient to use the reimbursement method specified in Paragraph (A)(4)(B) of Rule 164-1-22 of the Administrative Code.

A. Project Administration Designation. Pursuant to Paragraph (B) of Rule 164-1-21 of the Administrative Code, the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager as set forth in Appendix B of this Agreement.

B. Disbursements to Contractors to Pay Costs of the Project. The Recipient shall require that as work on the Project and as specified in its contract is performed a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall so certify in writing, forwarding said certification together with a copy of the invoice to the Chief Fiscal Officer. Within five (5) Business Days following receipt of such invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he considers appropriate and, if he approves such invoice, shall submit to the Director a Disbursement Request together with the information and certifications required by this Section 6(B). The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage as set forth originally in Appendix D of this Agreement or as may be adjusted from time to time to account for changed conditions in the project financing scheme. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall, if such items are deemed by the Director to be accurate and complete, initiate a voucher in accordance with the terms of the preceding sentence, the Director shall forward it, by regular, first class, United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

1. If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
2. If the request is for disbursement to the Recipient pursuant to Paragraph (A)(4)(B) of Rule 164-1-22 of the Administrative code, a bill of sale, paid invoice or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
3. The Project Manager's certification pursuant to this Section 6(B) of this Agreement;
4. The Disbursement Request Form and Certification in the form set forth as Appendix E of this Agreement properly executed by the Chief Fiscal Officer and the Chief Executive Officer; and
5. Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents are in compliance with the requirements of this Agreement, the Director is authorized and directed to cause the disbursement of moneys from the Fund for payment of the identified Project costs. A copy of all such documents submitted to the Director shall be retained by the Director.

In the event that any money is disbursed to the Recipient pursuant to this Section 6(B) of this Agreement to pay a portion of an invoice submitted by a Contractor, the Recipient shall expend such money to pay such Contractor for costs of the Project within twenty-four (24) hours after receipt thereof.

The Recipient represents that the Project was initially purchased, constructed, installed or acquired by the Recipient no earlier than the execution date of this Agreement.

C. Disbursement Submittal Deadlines. The Recipient shall submit no more than one Disbursement Request per calendar month.

D. Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section 2 hereof is being or will be used to refinance, retire, redeem or otherwise pay debt service on all or any part of any governmental obligations.

E. Project Scope. The physical scope of the Project shall be limited to only those capital improvements as described in Appendix A of this Agreement. In the event that circumstances require a change in such physical scope, such changes must be approved through the execution of a formal Amendment to this Agreement.

F. Excess Moneys. In the event that the Recipient determines that it will no longer require all or any portion of the moneys provided pursuant to Section 2 hereof for authorized Project purposes, such as acceptable construction bids being received in dollar amounts significantly below project budget-related cost estimates, the Recipient shall mail, by first-class mail postage prepaid, a written notice to the Director. Such notice shall state (1) that the Recipient does not intend to use certain moneys granted to it pursuant to Section 2 hereof for authorized Project purposes and (2) the amount of such moneys no longer required. Upon receipt of such notice, the moneys specified therein shall no longer be available to pay costs relating to the Project.

G. Project Cost Overruns. In the event that the Recipient determines that the moneys granted pursuant to Section 2 hereof, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, Recipient may, with the approval of its District Public Works Integrating Committee, apply to the Director for supplemental assistance. The Director may approve such supplemental assistance. The Director may approve such supplemental assistance only if the Recipient demonstrates to the Director's satisfaction that such funding is necessary for the completion of the Project and that the cost overrun was the result of circumstances beyond the Recipient's control, that it could have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application.

H. Project Completion Report. By executing the Project Completion Report section provided in Appendix E, page 2 of this Agreement, the subdivision certifies that the Project is completed, and the subdivision will submit no additional invoices. When executed, this section represents the complete understandings between the OPWC and the subdivision as to the status of the Project. No other agreements, negotiations, conversations, or any other communications of any form may be submitted as evidence of the Status of the Project. The OPWC will not accept or receive disbursement requests subsequent to the subdivision's execution of the Project Completion Report.

SECTION 7. Retainage. Except as provided in the second sentence of this Section 7, Recipient shall comply in all respects with the requirements of Sections 153.12, 153.13, and 153.63 of the Revised Code, or other law applicable to it, but not limited to, the provisions thereof, to the extent applicable to Recipient, which require the holding of certain amounts from payments to be made to Contractors and the deposit of such amounts into an escrow account established pursuant to Section 153.63 of the Revised Code. Upon written notification to and approval of the Director, Recipient may use its legally applicable construction contract requirements for the project, including, but not limited to, its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Section 153.12, 153.13, 153.14, and 153.63 of the Revised Code.

SECTION 8. Conditions to Financial Assistance and its Disbursement. The Grantor's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

A. Recipient's acquisition and commitment of the Local Subdivision Contribution necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with the provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement, a description of the manner or mechanisms of providing its local share of Projects funds.

B. Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION 9. Representations, Warranties and Covenants of Recipient. The Recipient represents, warrants and covenants for the benefit of the Grantor as follows:

A. Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted;

B. Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement;

C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in the event of bankruptcy and the application of general principles of equity;

D. Recipient has complied with all procedures, prerequisites, and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code; excluding Chapter 164-1-32;

E. Recipient is not the subject of nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms;

F. Use of Proceeds. With respect to the Project to be financed or reimbursed by moneys provided pursuant to Section 2 hereof:

i. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements," as defined in the Act;

ii. All of the Project is owned, or will be owned, by the Recipient or another eligible local subdivision.

G. Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to Section 2 of this Agreement to fund the Project to completion;

H. Ohio Products. The Recipient shall, to the extent practicable, use, and shall cause all of its Contractors and subcontractors to use, Ohio products, materials, services and labor in connection with the Project;

I. Equal Employment Opportunity. Recipient shall require that all contractors and subcontractors working on the Project comply with the equal employment opportunity requirements for the utilization of minorities and females pursuant to Chapter 123 of the Administrative Code, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9;

J. Prevailing Wage. Recipient shall comply, and shall require that all Contractors and subcontractors working on the Project comply, with the prevailing wage requirements contained in Sections 4115.03 to 4115.16 of the Revised Code.

K. Construction Bonds, Insurance and Supervision.

I. The Recipient shall require that each of its construction contractors furnish a

performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract.

II. The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract, Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance.

III. The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OPWC and the Recipient at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

SECTION 10. Progress Reports. The Recipient shall submit to the Grantor, at the Grantor's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Grantor may from time to time reasonably require. The Recipient shall submit to the Grantor a final narrative report detailing the results of the Project and the expenditure of funds made pursuant to this Agreement. The Recipient shall submit the final narrative report to the Grantor no later than 90 days after the completion of the Project.

SECTION 11. Audit Rights. The Recipient shall, at all reasonable times, provide the Director or his representative access to and a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of three (3) years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within ten (10) days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each and every negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolving each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Chapter 164 of the Revised Code until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

SECTION 12. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.

SECTION 13. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the Project sufficient to impose upon the Director any of the obligations specified in Section 126.30 of the Revised Code. The Recipient shall indemnify and hold harmless the Director, OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, Recipient's use or application of the funds being provided by OPWC hereunder and Recipient's construction or management of the Project.

SECTION 14. Termination. Grantor's obligations under this Agreement shall immediately terminate upon the failure of Recipient to comply with any of the terms or conditions contained herein. Upon such termination, Recipient shall be obligated to return any moneys delivered to Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which the Grantor formally notifies Recipient that all findings set forth in the final report of audit required in Section 8 have been satisfactorily resolved.

SECTION 15. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State.

SECTION 16. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

SECTION 17. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersedes any prior understandings, agreements, proposals and all other communications between the parties

relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION 18. Captions. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION 19. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION 20. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement, be construed to be a waiver of any subsequent breach under that provision or any other provision of this Agreement.

SECTION 21. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within forty-five (45) day limit described herein will result in this Agreement being declared null and void, and the OPWC funds committed herein will be returned to the District Public Works Integrating Committee for reallocation. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.

SECTION 22. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project # CRM08 as of the date first written above.

RECIPIENT

GRANTOR

STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION

Charles R. Probst, Jr /S/
Charles R. Probst, Jr., Co. Commissioners

By: W. Laurence Bicking /S/
W. Laurence Bicking, Director

Belmont County Courthouse
101 W. Main Street
St. Clairsville, Ohio 43950

Ohio Public Works Commission
65 East State Street
Suite 312
Columbus, Ohio 43215

Darlene Pempek /S/
WITNESS

Paul Michael Miller /S/
WITNESS

APPROVED
FINANCE & ADMINISTRATION
MRM /S/

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

**IN THE MATTER OF RESOLUTION
OF COUNTY COMMISSIONERS PROPOSING TO
COOPERATE WITH THE DIRECTOR OF TRANSPORTATION
PID 20052/ENGINEERS**

**RESOLUTION OF COUNTY COMMISSIONERS PROPOSING TO
COOPERATE WITH THE DIRECTOR OF TRANSPORTATION
PID 20052**

Mr. Thomas moved the adoption of the following resolution:
WHEREAS, the public interest demands the improvement hereinafter described.
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Belmont County, State of Ohio, hereafter referred to as the County, that:

SECTION 1.
The public interest demands the improvement, under the provisions of Chapter 5521 Ohio Revised Code, of that part of Interstate Route No. 70, situated in the County of Belmont, State of Ohio, and described as follows:

To replace the bridge deck of the structure known as BEL-70-1572.

SECTION 2.

The County does hereby propose to cooperate with the Director of Transportation in said improvement as follows:

ODOT shall assume and bear 100% of the necessary of the State's highway improvement project. Consent is given by the County for the above improvement, and further the County will assume and bear one hundred percent (100%) of the total cost of those features requested by the County which are not necessary for the improvement, as determined by the State and the Federal Highway Administration.

SECTION 3.

The County Engineer is hereby empowered and directed on behalf of the County to enter into agreement with the Director of Transportation necessary to complete the planning and construction of this improvement.

Thereupon, Mr. Olexo seconded the said motion and upon the roll being called the result of the vote was as follows:

Ryan E. Olexo	Yes	
Charles R. Probst, Jr.	Yes	Commissioners of Belmont County, Ohio
Mark A. Thomas	Yes	

**IN THE MATTER OF RESOLUTION
AUTHORIZING THE FILING OF 2001 CDBG FORMULA
ALLOCATION PROGRAM APPLICATION**

Motion made by Mr. Thomas, seconded by Mr. Probst to make application to the state of Ohio for the FY 2001 Community Development Block Grant Formula Program.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
INTO MEMORANDUMS OF UNDERSTANDING
FOR THE BELMONT-JEFFERSON ONE-STOP DELIVERY
SYSTEM/BCDJFS**

Motion made by Mr. Olexo, seconded by Probst to approve entering into the following "Memorandums of Understanding" for the Belmont-Jefferson One-Stop Delivery System by and among the Belmont County Commissioners and the Jefferson County Commissioners, the Belmont-Jefferson Workforce Policy Board, and the following and the following partner agencies:

*Belmont Metropolitan Housing Authority, P.O. box 398, 100 South Third Street, Martins Ferry, OH 43935

*Belmont County Department of Job & Family Services, 310 Fox Shannon Place, St. Clairsville, OH 43950

*Mid-East Ohio Vocational School District, 400 Richards Road, Zanesville, OH 43701

*Ohio Department of Job & Family Services, Ohio Valley Mall (Units 923-925) 67800 Mall Ring Road, St. Clairsville, OH 43950

*Belmont Technical College, 120 Fox Shannon Place, St. Clairsville, OH 43950.

BELMONT - JEFFERSON ONE-STOP DELIVERY SYSTEM

"Memorandum of Understanding"

I Purpose of the Memorandum of Understanding and the One-Stop Delivery System

This Memorandum of Understanding as required under the Workforce Investment Act of 1998 brings together mandated programs and providers to create and operate a One-Stop Delivery System that coordinates and integrates activities and information as a whole and is coherent and accessible for individuals and businesses alike. The system must unify multiple training, education and employment programs into a single, customer-friendly system in each community. The underlying notion of the One-Stop Delivery System is the coordination of programs, services and governance structures so individuals have access to a seamless system of workforce investment services that will enhance their long-term employability, and employers have access to employment and training services that will meet their workforce and business needs.

II Background of the Ohio Option

The State of Ohio offered an alternative framework to implement workforce development activities under the Workforce Investment Act called the Ohio Option. This option allowed a county or counties to develop its own One-Stop Delivery System to meet its local needs. Under the Ohio Option, Belmont County and Jefferson County formed a consortium and agreed to work together as a workforce area.

The Belmont County Commissioners designated the Belmont County Department of Job and Family Services as the Workforce Development Agency and Fiscal agent for Belmont County. The Jefferson County Commissioners designated the Jefferson County Department of Job and Family Services as the Workforce Development Agency and Fiscal Agent for Jefferson County.

III Parties to this Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered into by and among the Belmont County Commissioners and the Jefferson County Commissioners, the Belmont - Jefferson Workforce Policy Board, and the *see above, hereinafter known as the partner agency, located at *see above. This Memorandum of Understanding is effective July 1, 2001, and it will remain in effect through the duration of the Workforce Investment Act of 1998.

IV Responsibilities of the Belmont County and Jefferson County Commissioners

- Convene the One-Stop partners to plan, design and implement the local One-Stop Delivery System in coordination with the Workforce Policy Board.
- Ensure the One-Stop Delivery System is created and functions according to plan.
- Governance of the Workforce Development Area through the Workforce Policy Board.

V Responsibilities of the Belmont - Jefferson Workforce Policy Board

- Governance of the Workforce Development Area.
- Ensure the One-Stop Delivery System is created and functions according to plan.
- Bring together business, education and labor leaders to assess the workforce needs of employers and the employment and training needs of job seekers.
- Collaborate with the Local Elected Officials to oversee the One-Stop Delivery System.

VI Responsibilities of the Partner Agency

- Provide at the comprehensive physical center the core services that are applicable to its program and authorized and provided under its program.
- Provide access to other activities and programs carried out under its authorizing law.
- Use a portion of funds available to its program or other resources to create and maintain the One-Stop Delivery System and to provide core services.
- Participate in the operation of the One-Stop Delivery System.

VII Termination and Modification of the Memorandum of Understanding

This Memorandum of Understanding may be terminated by any of the parties. The terminating party must notify the other party of its non-participation by certificate of mailing. The termination date of the Memorandum of Understanding will be 90 days from the certificate of mailing date.

This Memorandum of Understanding may be modified by written agreement between the partner agency and the Workforce Policy Board. The Workforce Policy Board must notify in writing all other One-Stop Delivery System partners of the modification.

VIII Partners in the One-Stop Delivery System

The Belmont - Jefferson One-Stop Delivery System is designed to meet the purpose of the Workforce Investment Act stated in "Section I" through the partnering, cooperation and planning of the following entities and the agencies that represent the mandated Workforce Investment Act partners:

- Chief Elected Local Officials:
Belmont - Belmont County Commissioners
Jefferson - Jefferson County Commissioners
- Workforce Policy Board: Belmont-Jefferson Workforce Policy Board
- Title I programs serving adults, youth and dislocated workers:
Belmont - Belmont County Department of Job and Family Services
Jefferson - Jefferson County Community Action Council, Inc.
- Title I programs serving Job Corps: Not Applicable
- Title I programs serving Native Americans: Not Applicable
- Title I programs serving migrant and seasonal farm workers: Not Applicable
- Title I programs serving Veterans' Workforce programs:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Programs authorized under the Wagner-Peyser Act:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Adult Education and Literacy under Title III of WIA:
Belmont - Mid-East Ohio Vocational School District
Jefferson - Edison Local School District and Steubenville City Schools
- Programs authorized under Title I of the Rehabilitation Act:
Belmont - Ohio Rehabilitation Services Commission
Jefferson - Ohio Rehabilitation Services Commission
- Welfare-to-Work programs authorized under the Social Security Act:
Belmont - Community Action Commission of Belmont County
Jefferson - Jefferson County Community Action Council, Inc.
- Senior community service employment activities authorized under title V of the Older Americans Act:
Belmont - Senior Community Service Employment Program
Jefferson - Senior Community Service Employment program

- Postsecondary education activities under the Carl D. Perkins Act:
Belmont - Belmont Technical College
Jefferson - Jefferson Community College
- Vocational and Applied Technology Education Act:
Belmont - Belmont Career Center
Jefferson - Jefferson Joint Vocational School
- Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under the Trade Act of 1974:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Activities authorized under chapter 41 of title 38, U.S.C.(local veterans' employment representatives and disabled veterans outreach programs):
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Employment and Training Activities carried out under the Community Services Block Grant:
Belmont - Community Action Commission of Belmont County
Jefferson - Jefferson County Community Action Council, Inc.
- Employment and training activities carried out by the Department of Housing and Urban Development: Not Applicable
- Programs authorized State unemployment compensation laws:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Ohio Works First/TANF
Belmont - Belmont County Department of Job and Family Services
Jefferson - Jefferson County Department of Job and Family Services
- Other partners:
Belmont - Ohio University-Eastern
Belmont - Belmont Metropolitan Housing Authority
Jefferson - Jefferson Behavioral Health
Jefferson - Brooke, Hancock, Jefferson Metropolitan Planning Commission
Jefferson - Goodwill Industries
Jefferson - Manpower

IX One-Stop Delivery System Design

The One-Stop Delivery System for the local area will unite Belmont County and Jefferson County to provide employment, training and other services to customers (individuals and businesses) of both counties.

For Belmont County, the short-term plan will provide a physical, comprehensive One-Stop Center located at the Belmont County Department of Job and Family Services building in Martins Ferry, Ohio or other designated facility. Long-term plans call for securing a larger facility that will better meet One-Stop Delivery System and One-Stop Center requirements mandated under the Workforce Investment Act. A satellite center may be established at the Belmont County Department of Job and Family Services Oak View building.

For Jefferson County, the location of the physical, comprehensive One-Stop Center will be determined at a later date.

In the short-term, services and activities provided in the Belmont-Jefferson One-Stop Delivery System will be provided and coordinated by the following paper system. Long-term plans include the implementation of a computer/electronic system to provide these components.

A. Customer Flow

- **Registration**

Customers who utilize the One-Stop Delivery System will be registered on a common registration form.

- **Referral**

Customers will be referred among partners for services using a common referral form.

- **Tracking**

The registration and referral forms will be used to track the flow of customers in the One-Stop Delivery System.

- **Reporting**

The registration and referral forms will be used to generate reports on the number of customers using the system, services used, demographics and other areas.

- **Customer Satisfaction Surveys**

Customer satisfaction surveys will be used to measure the satisfaction of customers who use the system and to obtain information for improvement to the system. The surveys will be included in the reporting.

b) Services: Core and Access to and Information on Other Partner Services

As mandated by the Workforce Investment Act, partner agencies must provide at the comprehensive physical One-Stop Center the core services that are applicable to their program and authorized and provided under their program. These core services are:

- Determination of eligibility to receive assistance under subtitle B of title I of WIA.
- Outreach, intake and orientation to the information and other services available through the One-Stop Delivery System.
- Initial assessment of skill levels, aptitudes, abilities and supportive service needs.
- Job search and placement assistance, and where appropriate, career counseling.

- Provision of employment statistics information including the provision of accurate information relating to local, regional and national labor market areas such as job vacancy listings in such labor market areas, information on the skills necessary to obtain the listed jobs, and information relating to local occupations in demand and the earnings and skills requirements for such occupations.
- Provision of program performance information and program cost information on eligible providers of training services described in WIA section 122, eligible providers of youth activities described in WIA section 123, providers of adult education described in title II, providers of postsecondary education activities and vocational education activities available to school dropouts under the Carl D. Perkins Vocational and Applied Technology Education Act, and providers of vocational rehabilitation program activities described in title I of the Rehabilitation Act of 1973.
- Provision of information on how the local area is performing on the local performance measures and any additional performance information with respect to the One-Stop Delivery System in the local area.
- Provision of information relating to the availability of supportive services, including at a minimum childcare and transportation, available in the local area and referral to such services as appropriate.
- Provision of information regarding filing claims for unemployment compensation.
- Assistance in establishing eligibility for Welfare to Work activities authorized under the Social Security Act and programs of financial aid assistance for training and education programs not funded under this Act.
- Follow-up services for participants in workforce investment activities authorized under subtitle (B) of title I of WIA who are placed in unsubsidized employment, for not less than 12 months after the first day of employment, as appropriate.

The applicable core services will be made available through technology at the center, by co-location of staff, cross-training or by other means. Attachment "A" identifies the core services that will be provided by the partner.

Partner agencies must provide access to other activities and programs carried out under their authorizing law, and intensive services and training services as defined by the Workforce Investment Act will be available and accessible through the One-Stop Delivery System. Intensive services may include comprehensive or special assessments of skill levels and service needs, development of an individual employment plan, group counseling, individual counseling, career planning, case management and short-term prevocational services. Information on training services will include the names of training providers. Individual Training Accounts and related areas.

The partners' other services will be made available through the referral process established in the One-Stop Delivery System. Attachment "B" identifies these activities and programs provided by the partner.

c) Cost Sharing, Operation and Maintenance of the System

Partners must use a portion of funds available to their program or other resources such as in-kind services to create and maintain the system and to provide core services. The provision of and financing of the applicable core services and operation of the system is to be proportionate to the use of the center by the individuals attributable to the partner's program "proportionate responsibility".

Attachment "C" identifies the cost sharing responsibilities of the partner specific to this agreement.

d) Marketing and Promotion of the System

Marketing and promotion of the One-Stop Delivery to individuals, businesses and communities will be conducted by all parties to this Memorandum of Understanding.

X General Provisions

The parties to this Memorandum of Understanding agree to:

- 1) Comply with the Americans with Disabilities Act and ensure the programs and services provided in the One-Stop Delivery system will be accessible by individuals with disabilities.
- 2) Participate in and provide training and cross training as deemed appropriate to ensure all partners are familiar with all services and programs contained in the One-Stop Delivery System.
- 3) Participate in One-Stop Delivery System meetings and actively contribute to the quality and enhancement of the One-Stop Delivery System.
- 4) Resolve disputes through the following process. When consensus among the partners can't be reached and One-Stop functioning is impaired, parties to the dispute, within 15 days of the dispute, will meet with the chairperson of the Workforce Policy Board or meet with the Executive Committee of the Workforce Policy Board to evaluate and try to resolve the dispute. The chairperson or Executive Committee may consult with other One-Stop partners regarding the dispute. After mediation with the parties to the dispute, the chairperson or Executive Committee will make a decision on the dispute within 30 days of the initial meeting and notify all parties involved of the decision. If the parties to the dispute

are not satisfied with the decision, they may request assistance from the Ohio Department of Job and Family Services in resolving the dispute. Dispute resolution will be in accordance with all applicable State and Federal laws and regulations.

- 5) Work together to resolve any audit or monitoring findings relating to the development and operation of the One-Stop Delivery System.
- 6) Follow the confidentiality requirements of each partner's program and the One-Stop Delivery System while sharing customer information and providing services to customers.
- 7) Based on available resources of the partner agency, assign staff to support the operation of the One-Stop Delivery System's physical centers.
- 8) Each partner agency must maintain operational control and responsibility of its staff assigned to the One-Stop Delivery System's physical centers.
- 9) Each partner agency must assume liability for its actions and the actions of its agents.
- 10) Cooperate with and utilize networking systems developed to connect partners in delivering services to customers in the One-Stop Delivery System.
- 11) Abide by EEO requirements in providing services to customers in the One-Stop Delivery System.
- 12) Create or maintain a drug-free workplace environment in the One-Stop Delivery System.
- 13) Abide by all applicable Federal, State and local laws, regulations and guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants/customers, and maintenance of records.
- 14) Give preference to veterans in serving them in the One-Stop Delivery System.
- 15) Follow the laws of the State of Ohio, State WIA enabling legislation, and the Workforce Investment Act of 1998 which govern this Memorandum of Understanding.
- 16) Not allow a partner to be a member of the local Workforce Policy Board that refuses to sign this Memorandum of Understanding.

XI Signatures

Belmont County Commissioners

I have read and agree to the provisions of this Memorandum of Understanding

Ryan E. Olexo /S/ 7/06/01
Commissioner's Signature Date

Charles R. Probst, Jr /S/ 7/06/01
Commissioner's Signature Date

Mark A. Thomas /S/ 7/06/01
Commissioner's Signature Date

Jefferson County Commissioners

I have read and agree to the provisions of this Memorandum of Understanding.

Commissioner's Signature Date

Commissioner's Signature Date

Commissioner's Signature Date

Belmont - Jefferson Workforce Policy Board

I have read and agree to the provisions of this Memorandum of Understanding

Authorized Representative's Signature Date

Partner Agency

I have read and agree to the provisions of this Memorandum of Understanding.

Belmont Technical College
Partner Agency

John F. Clymer /S/
Authorized Representative's Signature

June 12, 2001
Date

XII Prosecuting Attorney Review and Approval

I have read and approve this Memorandum of Understanding.

Frank Pierce /S/
Belmont County Prosecuting Attorney's Signature

6/15/01
Date

Jefferson County Prosecuting Attorney's Signature

Date

XI Signatures

Belmont County Commissioners

I have read and agree to the provisions of this Memorandum of Understanding

Ryan E. Olexo /S/
Commissioner's Signature

7/6/01
Date

Charles R. Probst, Jr /S/
Commissioner's Signature

7/6/01
Date

Mark A. Thomas /S/
Commissioner's Signature

7/6/01
Date

Jefferson County Commissioners

I have read and agree to the provisions of this Memorandum of Understanding.

Commissioner's Signature

Date

Commissioner's Signature

Date

Commissioner's Signature

Date

Belmont - Jefferson Workforce Policy Board

I have read and agree to the provisions of this Memorandum of Understanding

Authorized Representative's Signature

Date

Partner Agency

I have read and agree to the provisions of this Memorandum of Understanding.

Ohio Department of Job and Family Services (St. Clairsville)
Partner Agency

Sherri D. Wells, Manager /S/
Authorized Representative's Signature

July 6, 2001
Date

XII Prosecuting Attorney Review and Approval

I have read and approve this Memorandum of Understanding.

Frank Pierce /S/ 6/13/01
Belmont County Prosecuting Attorney's Signature Date

Jefferson County Prosecuting Attorney's Signature Date

XI Signatures

Belmont County Commissioners

I have read and agree to the provisions of this Memorandum of Understanding

Ryan E. Olexo /S/ 7/6/01
Commissioner's Signature Date

Charles R. Probst, Jr /S/ 7/6/01
Commissioner's Signature Date

Mark A. Thomas /S/ 7/6/01
Commissioner's Signature Date

Jefferson County Commissioners

I have read and agree to the provisions of this Memorandum of Understanding.

Commissioner's Signature Date

Commissioner's Signature Date

Commissioner's Signature Date

Belmont - Jefferson Workforce Policy Board

I have read and agree to the provisions of this Memorandum of Understanding

Authorized Representative's Signature Date

Partner Agency

I have read and agree to the provisions of this Memorandum of Understanding.

MEOVSD-ABLE

Partner Agency

John Hamilton /S/ June 8, 2001
Authorized Representative's Signature Date

XII Prosecuting Attorney Review and Approval

I have read and approve this Memorandum of Understanding.

Frank Pierce /S/ 6/13/01
Belmont County Prosecuting Attorney's Signature Date

Jefferson County Prosecuting Attorney's Signature Date

XI Signatures

Belmont County Commissioners

I have read and agree to the provisions of this Memorandum of Understanding

Ryan E. Olexo /S/ 7/6/01
Commissioner's Signature Date

Charles R. Probst, Jr /S/ 7/6/01
Commissioner's Signature Date

Mark A. Thomas /S/
Commissioner's Signature

7/6/01
Date

Jefferson County Commissioners

I have read and agree to the provisions of this Memorandum of Understanding.

Commissioner's Signature

Date

Commissioner's Signature

Date

Commissioner's Signature

Date

Belmont - Jefferson Workforce Policy Board

I have read and agree to the provisions of this Memorandum of Understanding

Authorized Representative's Signature

Date

Partner Agency

I have read and agree to the provisions of this Memorandum of Understanding.

Partner Agency

Authorized Representative's Signature

Date

XII Prosecuting Attorney Review and Approval

I have read and approve this Memorandum of Understanding.

Frank Pierce /S/
Belmont County Prosecuting Attorney's Signature

6/15/01
Date

Jefferson County Prosecuting Attorney's Signature Date

XI Signatures

Belmont County Commissioners

I have read and agree to the provisions of this Memorandum of Understanding

Ryan E. Olexo /S/
Commissioner's Signature

7/6/01
Date

Charles R. Probst, Jr /S/
Commissioner's Signature

7/6/01
Date

Mark A. Thomas /S/
Commissioner's Signature

7/6/01
Date

Jefferson County Commissioners

I have read and agree to the provisions of this Memorandum of Understanding.

Commissioner's Signature

Date

Commissioner's Signature

Date

Commissioner's Signature

Date

Belmont - Jefferson Workforce Policy Board

I have read and agree to the provisions of this Memorandum of Understanding

Authorized Representative's Signature

Date

Partner Agency

I have read and agree to the provisions of this Memorandum of Understanding.

Belmont Metropolitan Housing Authority
Partner Agency

Jody Geese /S/
Authorized Representative's Signature

June 11, 2001
Date

XII Prosecuting Attorney Review and Approval

I have read and approve this Memorandum of Understanding.

Frank Pierce /S/
Belmont County Prosecuting Attorney's Signature

6/13/01
Date

Jefferson County Prosecuting Attorney's Signature

Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
INTO MEMORANDUM OF AGREEMENT FOR
DEPOSIT OF PUBLIC FUNDS WITH VARIOUS BANKS**

Motion made by Mr. Olexo, seconded by Mr. Thomas to enter into Memorandum of Agreement for Deposit of Public Funds for the period beginning July 1, 2001 through June 30, 2005 with the following financial institutions: United National Bank, National City Bank, Progressive Bank, Sky Bank, Wheeling National Bank, WesBanco, Belmont National Bank, Belmont Savings Bank.

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, United National Bank a financial institution corporation under the laws of the United States located and doing business within Belmont County, Ohio, hereinafter referred to as the "Financial Institution," having capital funds, as defined by Section 135.01(c) of the Revised Code, of Ninety Two Million Six Hundred Fifty Nine Thousand Dollars (\$92,659,000.00) and thirty percent (30%) total assets of Three Billion Three Hundred Fifty Four Million Dollars (\$3,354,000,000.00) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County, Ohio Commission, that for the full term beginning July 1, 2001 and ending June 30, 2005, both inclusive, it will accept for deposit and safekeeping the maximum sum of Ten Million Dollars (\$10,000,000.00) or any part thereof of the total deposits of the Belmont County Ohio Commission and it will accept for deposit and safekeeping the maximum sum of Ten Million Dollars (\$10,000,000.00) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 Of the Revised Code;

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said Belmont County Ohio Commission security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Ohio Commission has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period of periods of time as follows for the sum herein set forth: Ten Million Dollars (\$10,000,000.00) for the period beginning July 1, 2001 and ending June 30, 2005 as active deposits, and N/A Dollars (\$) for the period beginning and ending as inactive deposits, and N/A Dollars (\$) for the period beginning and ending N/A as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals N/A Dollars (\$), a total which does not exceed the limit set by Section 135.03 of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Ohio Commission and in consideration of the deposit and use, as aforesaid, of said moneys of said Belmont County Ohio Commission said Financial Institution now hereby agrees to receive from said Belmont County Ohio Commission the sum of Ten Million Dollars (\$10,000,000.00) of the moneys of said Belmont County Ohio Commission coming into the hands of the Treasurer of said Belmont County Ohio Commission as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Ohio Commission for the benefit of said Belmont County Ohio Commission and to its satisfaction, and to the satisfaction of the legal adviser of said Belmont County Ohio Commission as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered: GNMA Remic 2001-22C
 Amount \$10,500,000 Par Value

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

	\$	
Itemize		Market Value
	\$	
Itemize		Market Value

b. Surety company bond or bonds in the sum required by Section 135.18 of the Revised Code:

N/A	\$
Itemize	Market Value
	\$
Itemize	Market Value

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Ohio Commission executed by such authorized person(s) or officer(s) and according to procedure as said Belmont County Ohio Commission may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Ohio Commission on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and said Belmont County Ohio Commission in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2001 and ending June 30, 2005, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Belmont County Ohio Commission as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this 22nd day of June, 2001.

United National Bank
 By: ??? /s/
 Chairman and CEO
 By: ??? /s/
 Secretary and CEO
Belmont County Ohio Commission
 (Name of Political Subdivision)
 By: Ryan E. Olexo /s/ Commissioner
 Title
 By: Mark A. Thomas /s/ Commissioner
 Title
 By: _____
 Title

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

This Agreement is made on the _____ day of May, 2001 by and between NATIONAL CITY BANK, a banking corporation under the laws of the United States, located and doing business within the State of Ohio ("Bank"), and Belmont County ("Depositor").

Section 1. Depositor hereby designates Bank as a public depository for Depositor's active, interim and inactive deposits during the period beginning July 1, 2001, to and including June 30, 2005.

Section 2. Bank hereby agrees:

(a) to receive for deposit, during the period of designation any funds of depositor and to deposit said funds into the account(s) designated by Depositor and agreed to by Bank; and

(b) to furnish to the Depositor a monthly statement during any time that the Bank hold any active, interim or inactive deposits, showing the activity and balance of funds on deposit in any account for which such a statement is customarily issued; and

(c) in order to secure the performance of its obligations hereunder, to pledge and deposit with a designated trustee, at the option of the Bank, either eligible securities or a pool of eligible securities in accordance with the provisions of Chapter 135 of the Ohio Revised Code; and

(d) to comply with the provisions of Chapter 135 of the Ohio Revised Code and all amendments or supplements thereto.

Section 3. Depositor hereby agrees:

(a) to be subject to the rules governing the accounts in which the Depositor's active, interim and inactive deposits are deposited; and

(b) to provide Bank the names and signatures of those persons authorized to execute drafts on and make withdrawals from the account(s) and to provide documentation evidencing such authority as the bank may request; and

(c) that Bank may designate, as its option, the manner in which the active, interim and inactive deposits of Depositor will be secured in accordance with Chapter 135 of the Ohio Revised Code and all amendments or supplements thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Belmont County
(Depositor)

NATIONAL CITY BANK

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

By George F. Sesock /s/
Its Vice President & Public Funds Manager

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, Progressive Bank a financial institution corporation under the laws of the United States located and doing business within Belmont County, Ohio, hereinafter referred to as the "Financial Institution," having capital funds, as defined by Section 135.01(c) of the Revised Code, of Fifteen Million Six Hundred Fifty-Four Thousand and no/100 Dollars (\$15,654,000.00) and thirty percent (30%) total assets of Fifty Six Million Two Hundred Twenty Thousand Nine Hundred Dollars (\$56,220,900.00) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County Treasurer that for the full term beginning July 1, 2001 and ending June 30, 2005, both inclusive, it will accept for deposit and safekeeping the maximum sum of -0- Dollars (\$) or any part thereof of the total deposits of the it will accept for deposit and safekeeping the maximum sum of Five Hundred Thousand Dollars (\$500,000.00) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 Of the Revised Code;

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said Belmont County Treasurer security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Treasurer has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period of periods of time as follows for the sum herein set forth:

_____ Dollars (\$ _____) for the period beginning _____ and ending _____ as active deposits, and Five Hundred Thousand Dollars (\$500,000.00) for the period beginning July 1, 2001 and ending June 30, 2005 as inactive deposits, and _____ Dollars (\$ _____) for the period beginning _____ and ending _____ as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals Five Hundred Thousand Dollars (\$500,000.00), a total which does not exceed the limit set by Section 135.03 of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Treasurer and in consideration of the deposit and use, as aforesaid, of said moneys of said Belmont County Treasurer said Financial Institution now hereby agrees to receive from said Belmont County Board of Commissioners the sum of Five Hundred Thousand Dollars (\$500,000.00) of the moneys of said Belmont County Treasurer coming into the hands of the Treasurer of said Belmont County Treasurer as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Treasurer for the benefit of said Belmont County Treasurer and to its satisfaction, and to the satisfaction of the legal adviser of said Belmont County Treasurer as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered:

250,000 FHLB @ 4.875% Due 1/22/02 Cusip 3133 M7DRY
300,000 FHLB @ 6.6% Due 11/27/02 Cusip 3133 MCH21 Amount \$500,000

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

_____ \$ _____
Itemize Market Value
_____ \$ _____
Itemize Market Value

b. Surety company bond or bonds in the sum required by Section 135.18; Revised Code:

_____ \$ _____
Itemize Market Value
_____ \$ _____
Itemize Market Value

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Treasurer executed by such authorized person(s) or officer(s) and according to procedure as said Belmont County Treasurer may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Treasurer on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and said Belmont County in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2001 and ending June 30, 2005, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Belmont County as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and

are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this 29th day of May, 2001.

Progressive Bank NA
By: Charles ?? /s/ President

By: ??? /s/ COO/Cashier
Belmont County Treasurer
(Name of Political Subdivision)

By: Ryan E. Olexo /s/ Commissioner
Ryan E. Olexo, President - Title
By: Charles R. Probst, Jr. /s/ Commissioner
Charles R. Probst, Jr. - Title
By: Mark A. Thomas /s/ Commissioner
Mark A. Thomas, Vice-President - Title

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, SKY BANK a financial institution corporation under the laws of the State of Ohio located and doing business within Belmont County, Ohio, hereinafter referred to as the "Financial Institution," having capital funds, as defined by Section 135.01(c) of the Revised Code, of Three Hundred Twenty Two Million Twenty Two Thousand Dollars (\$322,022,000.00) and thirty percent (30%) total assets of One Billion Four Hundred Sixteen Million Dollars (\$1,416,000,000.00) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County Board of Commissioners, that for the full term beginning July 1, 2001 and ending June 30, 2005, both inclusive, it will accept for deposit and safekeeping the maximum sum of Twenty Million Dollars (\$20,000,000.00) or any part thereof of the total deposits of the Belmont County Board of Commissioners; it will accept for deposit and safekeeping the maximum sum of as bid Dollars (\$) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 Of the Revised Code;

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said Belmont County Board of Commissioners security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Board of Commissioners has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period of periods of time as follows for the sum herein set forth:

As Bid Dollars (\$) for the period beginning July 1, 2001 and ending June 30, 2005 as active deposits, and As Bid Dollars (\$) for the period beginning July 1, 2001 and ending June 30, 2005 as inactive deposits, and As Bid Dollars (\$) for the period beginning July 1, 2001 and ending June 30, 2005 as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals Twenty Million Dollars (\$20,000,000.00), a total which does not exceed the limit set by Section 135.03 of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Board of Commissioners and in consideration of the deposit and use, as aforesaid, of said moneys of said Belmont County Board of Commissioners said Financial Institution now hereby agrees to receive from said Belmont County Board of Commissioners the sum of Twenty Million Dollars (\$20,000,000.00) of the moneys of said Belmont County Board of Commissioners coming into the hands of the Treasurer of said Belmont County Board of Commissioners as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Board of

Commissioners for the benefit of said Belmont County Board of Commissioners and to its satisfaction, and to the satisfaction of the legal adviser of said Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered:

Acceptable Securities As Enumerated By ORC 135.181 Amount Deposit

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

	\$
Itemize	Market Value
	\$
Itemize	Market Value

b. Surety company bond or bonds in the sum required by Section 135.18; Revised Code:

	\$
Itemize	Market Value
	\$
Itemize	Market Value

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County executed by such authorized person(s) or officer(s) and according to procedure as said _____ may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and said Belmont County in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2001 and ending June 30, 2005, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Belmont County as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this 8th day of June, 2001.

SKY BANK
 By: Rick L. Hull /s/
 Rick L. Hull, Regional President
 By: Gregory J. Agresta /s/
 Gregory J. Agresta, Senior Vice President
 BELMONT COUNTY
 (Name of Political Subdivision)
 By: Ryan E. Olexo /s/ Commissioner
 Ryan E. Olexo, President - Title
 By: Charles R. Probst, Jr. /s/ Commissioner
 Charles R. Probst, Jr. - Title
 By: Mark A. Thomas /s/ Commissioner
 Mark A. Thomas, Vice-President - Title

WHEREAS, WHEELING NATIONAL BANK a financial institution corporation under the laws of the United States of America located and doing business within Belmont County, Ohio, hereinafter referred to as the "Financial Institution," having capital funds, as defined by Section 135.01(c) of the Revised Code, of Nine Million, Two Hundred Sixteen Thousand, Eight Hundred Sixty Seven Dollars (\$9,216,867.00) and thirty percent (30%) total assets of One Hundred Thirty Eight Million, Three Hundred Ninety Two Thousand Dollars (\$138,392,000.00) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Board of County Commissioners of Belmont County, Ohio, that for the full time beginning July 1, 2001 and ending June 30, 2005, both inclusive, it will accept for deposit and safekeeping the maximum sum of Eleven Million Dollars (\$11,000,000.00) or any part thereof of the total deposits of the Board of County Commissioners of Belmont County, Ohio; it will accept for deposit and safekeeping the maximum sum of Eleven Million Dollars (\$11,000,000.00) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 Of the Revised Code;

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said Board of County Commissioners of Belmont County, Ohio, security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Board of County Commissioners of Belmont County, Ohio, has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period of periods of time as follows for the sum herein set forth: Eleven Million Dollars (\$11,000,000.00) for the period beginning July 1, 2001 and ending June 30, 2005 as active deposits, and Eleven Million Dollars (\$11,000.00) for the period beginning July 1, 2001 and ending June 30, 2005 as inactive deposits, and Eleven Million Dollars (\$11,000,000.00) for the period beginning July 1, 2001 and ending June 30, 2005 as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals Eleven Million Dollars (\$11,000,000.00), a total which does not exceed the limit set by Section 135.03 of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Board of County Commissioners of Belmont County, Ohio and in consideration of the deposit and use, as aforesaid, of said moneys of said Board of County Commissioners of Belmont County, Ohio said Financial Institution now hereby agrees to receive from said Board of County Commissioners of Belmont County, Ohio the sum of Eleven Million Dollars (\$11,000,000.00) of the moneys of said Board of Belmont County Commissioners of Belmont County, Ohio coming into the hands of the Treasurer of said Board of County Commissioners of Belmont County, Ohio as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Board of Commissioners of Belmont County, Ohio for the benefit of said Board of Commissioners of Belmont County, Ohio and to its satisfaction, and to the satisfaction of the legal adviser of said Board of Commissioners of Belmont County, Ohio as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered:

U.S. Treasury Notes or Government Securities Amount 100%

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

	\$	
Itemize		Market Value
	\$	
Itemize		Market Value

b. Surety company bond or bonds in the sum required by Section 135.18; Revised Code:

	\$	
Itemize		Market Value
	\$	
Itemize		Market Value

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of the Board of County Commissioners of Belmont County, Ohio executed by such authorized person(s) or officer(s) and according to procedure as said Board of Commissioners of Belmont County, Ohio may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Board of County Commissioners of Belmont County, Ohio on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and said Board of County Commissioners of Belmont County, Ohio in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2001 and ending June 30, 2005, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Board of County Commissioners of Belmont County, Ohio as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this 12th day of June, 2001.

WHEELING NATIONAL BANK

By: Nancy J. Rivli? /s/

Nancy J. Rivli, Sr. Vice-President/Operations

By: BOARD OF COUNTY COMMISSIONERS OF BELMONT CO. OHIO

(Name of Political Subdivision)

By: Ryan E. Olexo /s/ Commissioner

Ryan E. Olexo, President, - Title

By: Charles R. Probst, Jr. /s/ Commissioner

Charles R. Probst, Jr., - Title

By: Mark A. Thomas /s/ Commissioner

Mark A. Thomas, Vice-President - Title

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, WesBanco, Bank, Inc. a financial institution corporation under the laws of the United States located and doing business within St. Clairsville, Belmont County, Ohio, hereinafter referred to as the "Financial Institution," having capital funds, as defined by Section 135.01(c) of the Revised Code, of Two Hundred Fifty-five Thousand Eight Hundred Dollars (\$255,808.00) and thirty percent (30%) total assets of Two Million Three Hundred Ninety Thousand Seven Hundred Twelve Dollars (\$2,390,712.00) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County Commissioners, that for the full time beginning July 1, 2001 and ending June 30, 2004, both inclusive, it will accept for deposit and safekeeping the maximum sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) or any part thereof of the total deposits of the Belmont County Commissioners; it will accept for deposit and safekeeping the maximum sum of _____ Dollars (\$_____) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 Of the Revised Code;

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said Belmont County Commissioners, security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period of periods of time as follows for the sum herein set forth: Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for the period beginning July 1, 2001 and ending June 30, 2004 as active deposits, and _____ Dollars

(\$ _____) for the period beginning _____ and ending _____ as inactive deposits, and _____ Dollars (\$ _____) for the period beginning _____ and ending _____ as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals _____ Dollars (\$ _____), a total which does not exceed the limit set by Section 135.03 of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners, and in consideration of the deposit and use, as aforesaid, of said moneys of said Belmont County Commissioners, said Financial Institution now hereby agrees to receive from said Belmont County Commissioners, the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to the satisfaction of the legal adviser of said Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered:
U.S. Government Bond Amount \$2,500,000.00

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

Itemize	\$	Market Value
Itemize	\$	Market Value

b. Surety company bond or bonds in the sum required by Section 135.18 of the Revised Code:

Itemize	\$	Market Value
Itemize	\$	Market Value

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of the _____ executed by such authorized person(s) or officer(s) and according to procedure as said _____ may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of _____ on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and said _____ in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning _____ and ending _____, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said _____ as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are

changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this 6th day of July, 2001.

WesBanco Bank, Inc.

By: Kristine N. Molnar /s/

Kristine N. Molnar, President-Upper Ohio Valley Region

By: _____

BELMONT COUNTY COMMISSIONERS

(Name of Political Subdivision)

By: Ryan E. Olexo /s/ Commissioner

Ryan E. Olexo, President, - Title

By: Charles R. Probst, Jr. /s/ Commissioner

Charles R. Probst, Jr., - Title

By: Mark A. Thomas /s/ Commissioner

Mark A. Thomas, Vice-President - Title

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, Belmont National Bank a banking corporation under the laws of the State of Ohio located and doing business within the Belmont County, Ohio, hereinafter referred to as the "Bank," having capital funds, as defined by Section 135.01(c) of the Revised Code, of Twenty Four Million Four Hundred Ninety Seven Thousand Dollars (\$24,497,000.00) and thirty percent (30%) non-public deposit liability of Sixty Seven Million Four Hundred Twenty Three Thousand Dollars (\$67,423,000.00) as shown in the financial statement attached to the application or applications of the Bank, has in writing proposed to the Belmont County Commissioners, Ohio, that for the full term beginning July 1, 2001 and ending June 30, 2005, both inclusive, it will accept for deposit and safekeeping the maximum sum of Twenty Five Million Dollars (\$25,000,000.00) or any part thereof of the active deposits of the Belmont County Commissioners; it will accept for deposit and safekeeping the maximum sum of Twelve Million Dollars (\$12,000,000.00) or any part thereof of the interim deposits of said subdivision; and it will accept for deposit and safekeeping the maximum sum of One Million Dollars (\$1,000,000.00) of the inactive deposits of the said subdivisions active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Bank has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Bank by said Belmont County Commissioners, security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the said proposal of said Bank, either as to the whole or part of the amount of deposit proposed for, and has selected said Bank as one of its depositories for and during the period of periods of time as follows for the sum herein set forth: Twenty Five Million Dollars (\$25,000,000.00) for the period beginning July 1, 2001 and ending June 30, 2005 as active deposits, and Twelve Million Dollars (\$12,000,000.00) for the period beginning July 1, 2001 and ending June 30, 2005 as interim deposits, and One Million Dollars (\$1,000,000.00) for the period beginning July 1, 1999 and ending June 30, 2001 as inactive deposits, and Dollars (\$ _____) for the period beginning _____ and ending _____ as inactive deposits, and _____ Dollars (\$ _____) for the period beginning and ending _____ as inactive deposits, both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive and interim deposits set forth in its applications for the deposit of public moneys; the total of which active, interim, and inactive deposits awarded totals Thirty Eight Million Dollars (\$38,000,000.00), a total which does not exceed the limit set by Section 135.03 of the Revised Code of thirty percent of the non-public deposit liability of the Bank;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners, and in consideration of the deposit and use, as aforesaid, of said moneys of said Belmont County Commissioners, said Bank now hereby agrees to receive from said Belmont County Commissioners, the sum of Thirty Eight Million Dollars (\$38,000,000.00) of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Bank further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to the satisfaction of the legal adviser of said Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at

such time insured by the Federal Deposit Insurance corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Bank will offer the following security to secure said award.

Type of securities deposited or security offered:

U.S. Government Agencies Amount \$38,000,000.00

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

	\$	
Itemize		Market Value
	\$	
Itemize		Market Value

b. Surety company bond or bonds in the sum required by Section 135.18 of the Revised Code:

	\$	
Itemize		Market Value
	\$	
Itemize		Market Value

Said Bank further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of the Belmont County Commissioners executed by such authorized person(s) or officer(s) and according to procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit maturing thirty or more days, but in no event more than one year from date of deposit; such inactive deposits shall be evidenced by certificates of deposit each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Bank also agrees to file with the Treasurer of Belmont County Commissioners on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, interim, and inactive moneys in its possession, and said Belmont County Commissioners in consideration of the agreements of said Bank, hereto fore set forth, agrees that for and during the period of time beginning July 1, 2001 and ending June 30, 2005, both inclusive, it will and does designate said Bank as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Bank the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Bank, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Bank's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Bank with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Bank. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this 8th day of June, 2001.

BELMONT NATIONAL BANK

By: Jane R. Marsh /s/

Jane R. Marsh, Senior Vice-President

By: Teri L. Walters, /s/

Teri L. Walters, Administrative Officer

BELMONT COUNTY COMMISSIONERS

(Name of Political Subdivision)

By: Ryan E. Olexo /s/ Commissioner

Ryan E. Olexo, President, - Title

By: Charles R. Probst, Jr. /s/ Commissioner

Charles R. Probst, Jr., - Title

By: Mark A. Thomas /s/ Commissioner

Mark A. Thomas, Vice-President - Title

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, Belmont Savings Bank a financial institution corporation under the laws of the State of Ohio located and doing business within the Belmont County, Ohio, hereinafter referred to as the "Financial Institution," having capital funds, as defined by Section 135.01(c) of the Revised Code, of Twenty Eight Million Seven Hundred Thousand Dollars (\$28,700,000.00) and thirty percent (30%) total assets of Ninety Million Five Hundred Thousand Dollars (\$90,500,000.00) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to

the Belmont County Commissioners, that for the full term beginning July 1, 2001 and ending June 30, 2005, both inclusive, it will accept for deposit and safekeeping the maximum sum of Two Million One Hundred Thousand Dollars (\$2,100,000) or any part thereof of the total deposits of the Belmont County Commissioners; it will accept for deposit and safekeeping the maximum sum of _____ Dollars (\$_____) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 Of the Revised Code;

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said Belmont County Commissioners, security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period of periods of time as follows for the sum herein set forth: _____ Dollars (\$_____) for the period beginning _____ and ending _____ as active deposits, and _____ Dollars (\$_____) for the period beginning _____ and ending _____ as inactive deposits, and _____ Dollars (\$_____) for the period beginning July 1, 2001 and ending June 30, 2005 as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals Two Million One Hundred Thousand Dollars (\$2,100,000), a total which does not exceed the limit set by Section 135.03 of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners, and in consideration of the deposit and use, as aforesaid, of said moneys of said Belmont County Commissioners, said Financial Institution now hereby agrees to receive from said Belmont County Commissioners, the sum of Two Million One Hundred Thousand Dollars (\$2,100,000) of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to the satisfaction of the legal adviser of said Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered: FDIC Insurance coverage
 Amount \$100,000

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

Itemize	Market Value
Mortgage-backed securities or FHLB Term Deposits	\$ 2,000,000
Itemize	Market Value
Itemize	\$
Itemize	Market Value

b. Surety company bond or bonds in the sum required by Section 135.18 of the Revised Code:

Itemize	\$
Itemize	Market Value
Itemize	\$
Itemize	Market Value

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of the Belmont County Commissioners executed by such authorized person(s) or officer(s) and according to procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit maturing thirty or more days, but in no event more than one year from date of deposit; such inactive deposits shall be evidenced by certificates of deposit each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of

such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Commissioners executed by such authorized person(s) and according to such procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Commissioners on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and said Belmont County Commissioners in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2001 and ending June 30, 2005, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this ___ day of ____, ____.

BELMONT SAVINGS BANK

By: Thomas Poe /s/

Thomas Poe, President

By: Richard W. Tipton /s/

Richard W. Tipton, Vice-President/Secretary

BELMONT COUNTY COMMISSIONERS

(Name of Political Subdivision)

By: Ryan E. Olexo /s/ Commissioner

Ryan E. Olexo, President, - Title

By: Charles R. Probst, Jr. /s/ Commissioner

Charles R. Probst, Jr., - Title

By: Mark A. Thomas /s/ Commissioner

Mark A. Thomas, Vice-President - Title

Upon roll call the vote was as follows:

Mr. Olexo Yes

Mr. Thomas Yes

Mr. Probst Yes

**IN THE MATTER OF BID OPENING
FOR REQUEST FOR PROPOSALS FOR
CARPETING OFFICES/COURTHOUSE ANNEX I**

BID OPENING

This being the day and 10:00 A.M. being the hour that bids were to be on file in the Commissioners Office for carpeting for offices in the Courthouse Annex I, they proceeded to open the following bids.

Husek Floor Covering \$2,637.00
Martins Ferry, Ohio 43935

Present for the bid opening were Joselyn King, Intelligencer, Jeremey Midei, Times Leader.

Motion made by Mr. Probst, seconded by Mr. Thomas to turn bids over to Clerk Darlene Pempek to hold for review and recommendation by Bill Eddy, Building and Grounds Superintendent.

Upon roll call the vote was as follows:

Mr. Olexo Yes

Mr. Probst Yes

Mr. Thomas Yes

IN THE MATTER OF APPROVING PRELIMINARY
PLAT OF HAWK'S VIEW ADDITION.
RICHLAND TOWNSHIP

"Hearing had-10:15 A.M.

"Preliminary Plat Approved"

Mr. Olexo moved the adoption of the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval preliminary plat of Hawk's View Addition, Richland Township, which appears to be regular in form and approved by the proper parties:

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and the County Health Department,

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

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

IN THE MATTER OF APPROVING FINAL
PLAT OF HAWK'S VIEW ADDITION
RICHLAND TOWNSHIP

"Final Plat Approved"

Mr. Olexo moved the adoption of the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval final Plat of Hawk's View Addition, Richland Township, which appears to be regular in form and approved by the proper parties;

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

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

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

IN THE MATTER OF DISCUSSION HELD
RE: REQUEST FOR COUNTY WATER

Tina Sauvageot, resident of Key Bellaire Road, requested the Board provide an update on the water situation for Belmont County residents without water. Ms. Sauvageot stated there are ten to twelve homes in her area without county water, there are houses living ½ mile below her and one mile above her residence that currently have county water.

Commissioner Olexo informed Ms. Sauvageot that there have been no decisions reached as to where the water line extension projects will start. Currently, evaluations are being done by a consultant, who is reviewing the final study prepared by Hammontree and Associates, engineering firm for the project.

Ms. Sauvageot questioned if there was anything she and her neighbors could do to encourage the commissioners to choose their area for one of the project sights. She told the Board that she has spring water feeding a well and has had two different sources test her water - it has been found to have both E-Coli and chlorophyll in it's content.

IN THE MATTER OF DISCUSSION HELD
RE: REQUEST FOR COUNTY WATER (cont'd)

Commissioner Thomas stated that in the last 2 weeks, he had spoken with her neighbors, one of whom is an employee of the county. " We have your petition and all 10-15 homes are in agreement." Commissioner Olexo stated that the best way to continue to ask for help is to continue to ask, "repetition, and also let us know you are all still in agreement." Ms. Sauvageot stated the residents are willing to pay for a tap in fee.

Commissioner Olexo stated, "Our main concern is the health and safety of our residents." The Board concurred that it was necessary to contact John Christopher, Belmont County Sanitary Sewer Director, and direct him to have all the wells in Ms. Sauvageot's area tested for contamination. The Board will contact Ms. Sauvageot when the results are received.

IN THE MATTER OF ADJOURNING
MEETING AT 10:30 A.M.

Motion made by Mr. Olexo, seconded by Mr. Thomas to adjourn the meeting at 10:30 A.M.

Upon roll call the vote was as follows:

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

Read, approved and signed this 11th day of July 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